

LA VISTA CITY COUNCIL MEETING AGENDA
September 5, 2023
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**
- **Police Department Life Saving Awards: Greg Carrico and Cameron TenEyck**
- **Service Awards: Jeremy Schlegel – 15 Years; Jeff Calentine – 15 Years; John Danderand – 30 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 15, 2023 City Council Meeting**
3. **Request for Payment – RDG Planning & Design – Professional Services – Placemaking Phase 1 – \$15,211.85**
4. **Request for Payment – Design Workshop, Inc. – Professional Services – 84th Street Bridge – \$4,125.00**
5. **Request for Payment – NL & L Concrete, Inc – Construction Services – East La Vista Sewer and Pavement Rehabilitation - \$263,730.83**
6. **Request for Payment – JE Dunn Construction Co – Construction Services – Central Park Pavilion and Site Improvements – \$703,395.00**
7. **Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Central Park Improvements – \$2,244.50**
8. **Request for Payment – Olsson, Inc – Professional Services – City Park Pavilion Testing – \$1,488.50**
9. **Request for Payment – Houston Engineering, Inc – Professional Services – 73rd Ave Culvert Rehab Project – \$8,178.00**
10. **Request for Payment – Nebraska State Fire Marshall Agency – Professional Services – Boiler Inspection – The Link – \$97.00**
11. **Request for Payment – Sampson Construction – Construction Services – Offstreet Parking District No. 2, Structure No. 2 – \$431,318.00**
12. **Approve Manager Application – Class D Liquor License – Walmart, Inc. – Michael J. Brewster**
13. **Approval of Claims**

- **Reports from City Administrator and Department Heads**

B. Fiscal Year 22/23 & Fiscal Year 23/24 Municipal Budgets

1. **Proposed Budget Amendments**
2. **Appropriations Ordinance as Amended – Final Reading**
3. **Increase Base of Restricted Funds Authority**
 - a. **Public Hearing**
 - b. **Resolution**
4. **Setting the Property Tax Levy**
 - a. **Public Hearing**
 - b. **Resolution**
5. **Master Fee Ordinance**

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

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

D. Olympus Pines, LLC dba Tommy’s Car Wash – Conditional Use Permit and Improvements Agreement – Lot 5 Val Vista Replat One

1. **Public Hearing**
2. **Resolution – Conditional Use Permit**
3. **Resolution – Improvements Agreement**

- E. Resolution – Approval of Sarpy County and Cities Wastewater Agency Revised Growth Management Plan**
- F. Resolution – Release of Easement – Lot 1 Mayfair 2nd Addition Replat Eight**
- G. Resolution – Amendment No. 1 – 84th Street Trail – Giles to Harrison**
- H. Resolution – Authorize Request for Bids – Existing Central Park Access Road Reconstruction**
- I. Resolution – Approve Interlocal Cooperation Agreement – Transfer Opioid Settlement to Sarpy County**
- J. Resolution – Authorize Purchase – Audio, Video, Lighting and Power Systems**
- K. Executive Session – Contract Negotiations**
- 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 **JEREMY SCHLEGEL OF THE PUBLIC WORKS DEPARTMENT**, FOR 15 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Jeremy Schlegel** has served the City of La Vista since July 21, 2008; and

WHEREAS, **Jeremy Schlegel'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 **Jeremy Schlegel** on behalf of the City of La Vista for 15 years of service to the City.

DATED THIS 5TH DAY OF SEPTEMBER 2023.

Douglas Kindig, Mayor

Terrilyn Quick
Councilmember, Ward I

Kim J. Thomas
Councilmember, Ward I

Ronald Sheehan
Councilmember, Ward II

Kelly R. Sell
Councilmember, Ward II

Deb Hale
Councilmember, Ward III

Alan W. Ronan
Councilmember, Ward III

Kevin Wetuski
Councilmember, Ward IV

Jim Frederick
Councilmember, Ward IV



ATTEST:

Pamela A. Buethe, MMC
City Clerk



CITY OF LA VISTA
CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **JEFF CALENTINE OF THE PUBLIC WORKS DEPARTMENT**, FOR 15 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

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

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

NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **Jeff Calentine** on behalf of the City of La Vista for 15 years of service to the City.

DATED THIS 5TH DAY OF SEPTEMBER 2023.

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

Douglas Kindig, Mayor

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

Terrilyn Quick
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 "Kelly R. Sell".

Kelly R. Sell
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 "Kevin Wetuski".

Kevin Wetuski
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, MMC
City Clerk



CITY OF LA VISTA
CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **JOHN DANDERAND OF THE LA VISTA POLICE DEPARTMENT**, FOR 30 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

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

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

NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **John Danderand** on behalf of the City of La Vista for 30 years of service to the City.

DATED THIS 5TH DAY OF SEPTEMBER 2023.

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Douglas Kindig, MayorA handwritten signature in blue ink, appearing to read "Kim J. Thomas".

Kim J. Thomas
Councilmember, Ward IA handwritten signature in blue ink, appearing to read "Terrilyn Quick".

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Jim Frederick
Councilmember, Ward IV

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Pamela A. Buethe, MMC
City Clerk

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MINUTE RECORD

A-2

No. 729 -- REDFIELD DIRECT E2106195KV

LA VISTA CITY COUNCIL MEETING August 15, 2023

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 15, 2023. Present were Mayor Kindig and Councilmembers: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Also in attendance were City Attorney McKeon, Assistant City Administrator Ramirez, City Clerk Buethe, Director of Public Works Soucie, Finance Director Harris, Library Director Barcal, Human Resources Director Lowery, Police Captain Barcal, Recreation Director Buller, City Engineer Dowse and Community Development Director Fountain.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on August 2, 2023. 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 and made the announcements.

SERVICE AWARD: BRIAN MITTELBRUN – 5 YEARS

Mayor Kindig recognized Brian Mittelbrun for 5 years of service to the City.

APPOINTMENT – CIVIL SERVICE COMMISSION – WILLIAM BOWES – FILL VACANCY OF A 5-YEAR TERM

Mayor Kindig stated, with the approval of the City Council, he would like to appoint William Bowes to the Civil Service Commission to fill a vacancy of a 5-year term. Councilmember Thomas motioned the approval, seconded by Councilmember Sheehan. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE AUGUST 1, 2023 BUDGET HEARING
3. APPROVAL OF THE MINUTES OF THE AUGUST 1, 2023 CITY COUNCIL
MEETING
4. MONTHLY FINANCIAL REPORT – JUNE 2023
5. REQUEST FOR PAYMENT – DESIGN WORKSHOP, INC. – PROFESSIONAL
SERVICES – 84TH STREET BRIDGE – \$11,582.50
6. REQUEST FOR PAYMENT – SAMPSON CONSTRUCTION – CONSTRUCTION
SERVICES – OFFSTREET PARKING DISTRICT NO. 2, STRUCTURE NO. 2 –
\$555,079.00
7. REQUEST FOR PAYMENT – HGM ASSOCIATES INC – PROFESSIONAL
SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION –
PHASE 2 FINAL DESIGN – \$39,194.50
8. REQUEST FOR PAYMENT – HDR ENGINEERING – PROFESSIONAL
SERVICES – PROJECT MANAGEMENT FOR PUBLIC IMPROVEMENTS –
\$706.59
9. REQUEST FOR PAYMENT – LEAGUE OF NEBRASKA MUNICIPALITIES –
MEMBERSHIP DUES – \$55,021.00
10. REQUEST FOR PAYMENT – CITY OF OMAHA – SEWER CONNECTION FEES
– \$66,589.06
11. REQUEST FOR PAYMENT – PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT – STORMWATER MANAGEMENT FEES –
\$111,039.55
12. REQUEST FOR PAYMENT – SARPY COUNTY PLANNING & ZONING –
SEWER CONNECTION FEES – \$108,295.00
13. REQUEST FOR PAYMENT – MAPA – LA VISTA ACTIVE MOBILITY PLAN –
\$20,000.00
14. RESOLUTION NO. 23-096 – APPROVE PURCHASE – ICE CONTROL SALT

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August 15, 2023

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ICE CONTROL SALT FROM NEBRASKA SALT & GRAIN COMPANY, GOTHENBURG, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$60,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of ice control salt is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for this purchase; and

WHEREAS, the ice control salt is used by Public Works for winter operations; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska authorizing the purchase of ice control salt from Nebraska Salt & Grain Company, Gothenburg, Nebraska, in an amount not to exceed \$60,000.00.

15. APPROVAL OF CLAIMS

ACCO UNLIMITED CORP, supplies	642.70
ACTIVE NETWORK LLC, services	60.63
AKRS EQUIPMENT, maint.	233.15
AMAZON, supplies	1,095.68
ARNOLD MOTOR SUPPLY, maint.	39.36
AUTOGRAPHIX INC, services	4,725.00
BACON LETTUCE CREATIVE, services	4,092.00
BEAUMONT, M., travel	203.50
BOBCAT OF OMAHA, maint.	282.90
BOOKPAGE, services	720.00
BULLER FIXTURE CO, services	13,823.17
CENTURY LINK/LUMEN, phones	279.99
CINTAS CORP, services	65.64
CITY OF OMAHA, services	372,285.33
CITY OF PAPILLION, services	240,674.00
CLEARVIEW PET CARE CENTRE, services	419.50
COMP CHOICE INC, services	260.00
COSGRAVE CO, supplies	425.25
CRIMINAL ADDICTION INC, services	600.00
CULLIGAN OF OMAHA, services	12.50
D & K PRODUCTS, supplies	2,043.75
DAIGLE LAW GROUP LLC, services	760.00
DELL MARKETING, services	544.98
DLR GROUP, services	23,214.20
DOWNING, DAVID, services	400.00
DULTMEIER SALES LLC, maint.	30.20
EDGEWEAR SCREEN PRINTING, apparel	1,664.00
FIKES COMMERCIAL, supplies	62.00
FITZGERALD SCHORR BARMETTLER, services	38,426.36
GENERAL FIRE & SAFETY, supplies	345.00
GENUINE PARTS CO, maint.	321.41
GRAINGER, supplies	38.04
GRAMS, S., travel	203.50
GRASS PAD INC, services	71.84
GREAT PLAINS COMMUNICATION, services	1,182.69
GREATAMERICA FINANCIAL, services	244.86
GUARDIAN ALLIANCE TECH INC, services	50.00
HDR ENGINEERING INC, services	5,365.33

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HITOUCH BUSINESS, supplies	335.98
HOBBY LOBBY, supplies	38.10
HOME DEPOT, supplies	12.48
INDUSTRIAL SALES CO, supplies	246.43
INGRAM LIBRARY SERVICES, books	1,780.30
J & J SMALL ENGINE, maint.	191.39
JE DUNN CONSTRUCTION CO, services	2,012,235.00
KANOPY INC, supplies	213.00
KIESLER POLICE, supplies	2,502.50
KRIHA FLUID POWER CO INC, maint.	116.82
LV COMM FOUNDATION, payroll	210.00
LARSEN SUPPLY CO, supplies	1,555.67
LEFTA SYSTEMS, services	7,000.00
LOGAN CONTRACTORS, supplies	1,020.70
LOWERY, W., travel	883.54
MALLOY ELECTRIC, bld&grnds	5.36
MENARDS, supplies	767.02
METRO AREA TRANSIT, services	2,578.00
MID-AMERICAN BENEFITS INC, services	4,243.97
MIDWEST TAPE, supplies	80.47
MIRACLE RECREATION EQUIPMENT, supplies	374.46
MITTELBRUN, B., apparel reimbursement	100.00
MOBOTREX INC, services	4,950.00
NELSON, ALLYSSA, services	40.00
NEWMAN SIGNS INC, services	1,723.19
NL & L CONCRETE, services	187,373.73
OFFICE DEPOT INC, supplies	929.01
OLSSON INC, services	3,541.25
OMAHA DOOR & WINDOW, bld&grnds	75.60
OMAHA WINNELSON, supplies	307.99
OMAHA WORLD-HERALD, services	61.37
ON YOUR MARKS INC, supplies	624.41
ONE CALL CONCEPTS INC, services	545.74
O'REILLY AUTO PARTS, maint.	2,062.56
PAPILLION SANITATION, services	4,005.30
PAPIO VALLEY NURSERY INC, bld&grnds	677.80
PAPIO-MISSOURI RIVER NRD, services	111,039.55
PAYROLL MAXX, payroll & taxes	431,996.30
PETTY CASH, supplies	467.68
PITNEY BOWES, postage	695.57
PORT-A-JOHNS, services	270.00
POTTER, TRAVIS, services	1,600.00
QUALITY AUTO REPAIR, services	84.00
RDG PLANNING & DESIGN, services	1,665.85
ROBERT HALF, services	2,830.40
RTG BUILDING SERVICES INC, bld&grnds	6,765.00
SECURITY EQUIPMENT INC, services	211.00
SHERWIN-WILLIAMS, supplies	121.27
SHI INTERNATIONAL CORP. services	9,272.41
SIGN IT, services	105.00
SITE ONE LANDSCAPE, supplies	153.11
SOUTHERN UNIFORM, apparel	281.15
SPENCER MANAGEMENT, services	306,539.46
SPIRIT FOOTBALL, services	2,640.00
STAPLES INC, supplies	107.49
SWANK MOTION PICTURES INC, services	655.00
THE COLONIAL PRESS INC, services	5,603.76
THE SCHEMMER ASSOCIATES INC, services	647.50

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THEATRICAL MEDIA, services	180.00
TORNADO WASH LLC, services	553.00
TRACTOR SUPPLY, maint.	112.32
TRANS UNION RISK, services	75.00
TROUT, DONNA L, services	750.00
TRUCK CENTER COMPANIES, maint.	140.07
TURFWERKS, services	325.05
TY'S OUTDOOR POWER, maint.	104.09
U.S. CELLULAR, phones	1,872.13
UNITE PRIVATE NETWORKS, services	4,400.00
US BANK NAT'L ASSOC, services/supplies	28,180.43
VERIZON CONNECT, phones	608.00
VIERREGGER ELECTRIC CO, services	3,419.50
VOIANCE LANGUAGE, services	27.41
WALMART, supplies	1,662.88
WHITE, SCOTT L, services	1,333.33

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Finance Director Harris reported that the Moody's report is in council mailboxes.

Assistant City Administrator Ramirez introduced the new Recreation Director, Heather Buller.

Assistant Recreation Director Karlson and Rachel Ubr gave a presentation on the youth gardening project.

Director of Public Works Soucie reported that new playground equipment has been delivered to Central Park.

Deputy Director of Public Works Calentine provided construction updates.

B. PRESENTATION – 2023 NATIONAL COMMUNITY SURVEY

Communication Manager Beaumont shared the key findings from the 2023 National Community Survey with the Mayor and City Council and commented that it was a positive survey.

C. FISCAL YEARS 23 & 24 BIENNIAL BUDGET

1. APPROPRIATIONS ORDINANCE – AMEND FY23 & FY24 BIENNIAL BUDGET – SECOND READING

City Clerk Buethe read Ordinance No. 1490 entitled: AN ORDINANCE TO AMEND ORDINANCE NO. 1455 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, 2022 AND ENDING ON SEPTEMBER 30, 2023; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2023 AND ENDING ON SEPTEMBER 30, 2024, AND TO AMEND AMOUNTS APPROPRIATED FOR THE FIRST AND SECOND YEARS OF SUCH BIENNIAL BUDGET FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2022 AND ENDING ON SEPTEMBER 30, 2023; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, 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

MINUTE RECORD

August 15, 2023

No. 729 — REDFIELD DIRECT E2106195KV

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 Sell made a motion to approve Ordinance No. 1490 on its second reading and pass it on to a final reading. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

D. RESOLUTION – AWARD CONTRACT – SPENCER MANAGEMENT – CONCRETE BASE REPAIR WORK

Councilmember Thomas introduced and moved for the adoption of Resolution No. 23-097 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO SPENCER MANAGEMENT LLC, OMAHA, NEBRASKA, FOR CONCRETE BASE REPAIR WORK IN AN AMOUNT NOT TO EXCEED \$300,000.00.

WHEREAS, the City Council of the City of La Vista has determined that concrete base repair work is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for this project; and

WHEREAS, bids were solicited, and five (5) bids were received; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, award the contract to Spencer Management LLC, Omaha, Nebraska, for concrete base repair work in an amount not to exceed \$300,000.00.

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

E. RESOLUTION – AWARD CONTRACT – CITY PARK CONCESSION STAND & RESTROOM ROOF

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-098 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO ERNCO, INC OF CEDAR CREEK, NEBRASKA, FOR THE REPLACEMENT OF THE CONCESSION BUILDING ROOF AND RESTROOM ROOF AT THE CITY PARK IN AN AMOUNT NOT TO EXCEED \$16,240.00.

WHEREAS, the City Council of the City of La Vista has determined that the replacement of the concession building roof and restroom roof at the City Park is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for this project; and

WHEREAS, bids were solicited; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award the contract to ERNCO, Inc of Cedar Creek, Nebraska, for the replacement of the concession building

MINUTE RECORD

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roof and restroom roof at the City Park in an amount not to exceed \$16,240.00.

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

F. RESOLUTION – AUTHORIZE AGREEMENT – TD2 – EDGEWOOD BLVD, VALLEY RD & GREENLEAF DR PAVEMENT REHABILITATION

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-099 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH THOMPSON, DRESSEN & DORNER, OMAHA, NEBRASKA, FOR PAVEMENT REHABILITATION OF EDGEWOOD BLVD, VALLEY RD AND GREENLEAF DR IN AN AMOUNT NOT TO EXCEED \$140,000.00.

WHEREAS, the City Council of the City of La Vista has determined that pavement rehabilitation is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget includes funding for this project; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that a professional services agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with Thompson, Dressen & Dornier Omaha, Nebraska, for Pavement Rehabilitation of Edgewood Blvd, Valley Rd & Greenleaf Dr in an amount not to exceed \$140,000.00.

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

G. RESOLUTION – CHANGE ORDER NO. 1 – SPENCER MANAGEMENT – TERRY DR, LILLIAN AVE & S. 78TH ST

Councilmember Thomas introduced and moved for the adoption of Resolution No. 23-100 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT WITH SPENCER MANAGEMENT LLC, OMAHA, NEBRASKA, TO PROVIDE FOR ADDITIONAL ITEMS OF WORK ON JOSEPHINE STREET AND GERTRUDE STREET FOR AN INCREASED AMOUNT OF \$238,582.50 AND A TOTAL CONTRACT AMOUNT OF \$1,525,990.14.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined that the Josephine and Gertrude Street project is necessary; and

WHEREAS, The FY23/FY24 Biennial Budget provides funding for this project; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve change order No.1 to the contract with Spencer Management, Omaha, Nebraska, to provide for additional items of work on Josephine Street and Gertrude Street, for an increased amount of \$238,582.50 and a total contract amount of \$1,525,990.14.

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

H. REQUEST FOR PAYMENT – SPENCER MANAGEMENT, LLC – PROFESSIONAL SERVICES – 2023 PAVEMENT REHABILITATION AND RESURFACING – \$446,133.88

Councilmember Sell motioned to approve the Request for Payment – Spencer Management, LLC – Professional Services – 2023 Pavement Rehabilitation and Resurfacing.

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

I. RESOLUTION – AUTHORIZE PURCHASE – CARPET

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-101 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF CARPET FOR THE LIBRARY FROM ROLLIE'S FLOORING, ALBION, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$10,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the replacement of carpet in particular areas of the Library is necessary; and

WHEREAS, the FY23/FY24 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 purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of carpet for the Library from Rollie's Flooring, Albion, Nebraska, in an amount not to exceed \$10,000.00.

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

J. RESOLUTION – AUTHORIZE PURCHASE – INTERVIEW ROOM CAMERAS & SERVER

Councilmember Sell introduced and moved for the adoption of Resolution No. 23-102 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF FOUR (4) AXIS FIXED INTERIOR DOME CAMERAS, FOUR (4) AXIS AUDIO INTERFACE MICROPHONES AND ONE (1) GENETEC MULTI-TERABYTE SERVER AND CPU FROM CONVERGINT, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$31,681.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of dome cameras, microphones, server and CPU for the Police Department is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for this purchase; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of four (4) Axis fixed interior dome cameras, four (4) Axis audio interface microphones and

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one (1) Genetec multi-terabyte server and CPU from Convergent, Omaha, Nebraska in an amount not to exceed \$31,681.00.

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

K. RESOLUTION – AUTHORIZE PURCHASE – BODYWORN CAMERAS

Councilmember Thomas introduced and moved for the adoption of Resolution No. 23-103 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF TWENTY-FIVE (25) V300 BODY WORN CAMERAS FROM MOTOROLA SOLUTIONS, INC, CHICAGO, ILLINOIS IN AN AMOUNT NOT TO EXCEED \$30,360.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of twenty-five (25) V300 body worn cameras are necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for this purchase, the FY23 cost would not exceed \$30,360.00 and FY24 cost would not exceed \$22,380.00; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the purchase of twenty-five (25) V300 body worn cameras from Motorola Solutions, Inc, Chicago, Illinois in an amount not to exceed \$30,360.00.

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

L. RESOLUTION – AUTHORIZE REQUEST FOR PROPOSALS – GILES RD REHABILITATION & WIDENING PHASE 1 – I-80 EB TO 120TH STREET

Councilmember Thomas introduced and moved for the adoption of Resolution No. 23-104 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE REQUEST FOR PROPOSALS FOR GILES ROAD REHABILITATION AND WIDENING PHASE 1.

WHEREAS, the Mayor and Council have determined that pavement rehabilitation and widening services are necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for this project; and

WHEREAS, proposals will be due September 15, 2023;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council hereby authorize the request for proposals for Giles Road Rehabilitation and Widening Phase 1.

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

COMMENTS FROM THE FLOOR

There were no comments from the floor.

COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig mentioned that he started working with City Administrator Gunn on Legislation.

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At 6:54 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 5TH DAY OF SEPTEMBER 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



Remit To:
 RDG Planning & Design
 301 Grand Avenue
 Des Moines, Iowa 50309
 Questions: invoicing@rdgusa.com

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

July 31, 2023
 Project No: R3003.066.01
 Invoice No: 54817

Project R3003.066.01 City of La Vista - Placemaking Ph1 SD-CA
Professional Services through July 31, 2023
 Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Schematic Design	149,000.00	100.00	149,000.00	149,000.00	0.00
Design Development	180,000.00	100.00	180,000.00	180,000.00	0.00
Construction Documents	275,330.00	100.00	275,330.00	275,330.00	0.00
Bidding/Negotiation	44,000.00	100.00	44,000.00	44,000.00	0.00
Contract Administration	244,000.00	86.9051	212,048.50	196,840.65	15,207.85
Total Fee	892,330.00		860,378.50	845,170.65	15,207.85
Total Fee					15,207.85

Reimbursable Expenses

Printing				4.00	
Total Reimbursables				4.00	4.00

Billing Limits

	Current	Prior	To-Date
Expenses	4.00	1,587.09	1,591.09
Limit			8,600.00
Remaining			7,008.91

Total this Invoice \$15,211.85

Outstanding Invoices

Number	Date	Balance
54582	6/30/2023	1,665.85
Total		1,665.85

Rita Ramirez
 8-21-23
 16,71.09/17.000 PARK 18001



Design Workshop, Inc.
Landscape Architecture
Planning
Urban Design
Strategic Services

*Rec From
Bruce
8/8/23*

Approved for payment
BF 8/3/23
16.71.0917-STRT17005

July 10, 2023

Invoice No:

0074950

Current Invoice Total	\$4,125.00
-----------------------	------------

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

Project 006605.00 La Vista - 84th Street Bridge

Professional Services from June 1, 2023 to June 30, 2023

Task 001 1.1 Preliminary Design
Fee

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Design Workshop	18,400.00	100.00	18,400.00	18,400.00	0.00
Consultant	1,500.00	0.00	0.00	0.00	0.00
Reimbursable Expenses	2,000.00	5.45	109.00	109.00	0.00

Total Fee 0.00

Total this Task 0.00

Task 002 1.2 Final Design
Fee

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Design Workshop	27,600.00	49.7826	13,740.00	12,940.00	800.00
Consultant	3,000.00	52.9583	1,588.75	1,588.75	0.00
Reimbursable Expenses	2,000.00	0.437	8.74	8.74	0.00

Total Fee 800.00

Total this Task \$800.00

Task 003 2.0 Civil and Structural
Fee

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Schemmer	152,270.00	43.9039	66,852.50	63,527.50	3,325.00
Reimbursable Expenses	2,000.00	0.00	0.00	0.00	0.00

Total Fee 3,325.00

DESIGNWORKSHOP

Aspen • Austin • Chicago • Denver • Houston • Lake Tahoe • Los Angeles • Raleigh
1390 Lawrence Street, Suite 100, Denver, Colorado 80204 • 303-623-5186

Project	006605.00	La Vista - 84th Street Bridge	Invoice	0074950
			Total this Task	\$3,325.00
			Total this Invoice	<u>\$4,125.00</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 • Raleigh
1390 Lawrence Street, Suite 100, Denver, Colorado 80204 • 303-623-5186

City of Omaha
Public Works Department
Construction Division

WEEKLY PROGRESS REPORT

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CONTRACTOR NL & L

PROJECT East La Vista Sewer and Pavement Rehab.


WEEK ENDING DATE 08/26/23

PROJECT NO. M376(228)

PROJECT STATUS: IN PROGRESS

REPORT NO. 21

DAY/DATE	ACTIVITY	Hours	CHARGE	SUMMARY	
SUNDAY 08/20/23	No work on Sunday's	0	y	Paving - Total Value of Work This Period	\$10,015.81
				Sewer - Total Value of Work This Period	\$20,786.80
				Paving - Total Value of Work To Date	\$334,299.55
				Sewer - Total Value of Work To Date	\$450,009.61
MONDAY 08/21/23	Temp 07/71, NLL 0800 - 1630, HGM 0700-1530, Sewer crew cont serv lat repair on S 71st Ave 7340 & 7335 point repair, Paving crew installed sewer panel pavement on Josephine S 70th to S 69th and ADA SE corner S 70th/Josephine & N side Midblock S 71st St. & driveway 7007 Josephine. Pay Items: 2S rom pavement 15.4 SY, 3S rom serv lat 38', 34 inst serv lat 17', 38 inst Point repair 21', 52 temp agg surf 3.90 tons, 11S Const PCC 147.28 SY, 2P Rem pavement 50.47 SY, 11P Const PCC 62.43 SY, 4P Rem Sidwik 481.54 SF, 24P Const 4' adwik 223.74 SF, 28 Const curb ramp 48.88 SF, 27 Const det panel 16 SF, 28 Const curb wall 12 in ft, 3S Rem driveway 9.97 SY, 15S Const driveway 9.97 SY, 28 Type I seed 159.83 SY, 30 Erosion control 159.83 SY	8	Y	Pro-rated Adjustment to Value of Stored Materials This Period	\$0.00
				Total Value of Stored Materials Remaining To Date	\$0.00
TUESDAY 08/22/23	Temp 08/80, dew point and humidity 70% ave. NLL 0800 - 1330 HGM 0800-1230, Cont. with point repair at 7335 S 71st Ave. that was started yesterday. Paving crew working on backfill on Josephine st 71st to 69th. Pay Items: See Mondays quantities for pay items. No new or additional pay items.	8	Y	Estimated Contract Value	\$ 4,746,349.05
				Percent Complete By Value	17%
WEDNESDAY 08/23/23	Temp 100/70, NLL 0800-1330, HGM 0800-1200, Cont Sewer serv lat on S 71st ave 7344 house. Pay Items: 2S rom pavement 30.60, 3S rom serv lat 18', 34 inst serv lat 10', No pay temp agg surf salvaged from Josephine st, used 7.30 tons	8	Y	Contract Calendar / Work Days	211
				Calendar / Work Days This Period	7
THURSDAY 08/24/23	Temp 101/80, NLL 0800-1230, HGM 0800-1130, Cont sewer serv lat on S 71st Ave 7348 house. Municipal Pipe and tool on site installing CIPP on La Vista Dr. Florence MH 7040 to S 69th St MH 7020. Pay Items: 2S rom pavement 32.80, 3S rom serv lat 15', 34 inst serv lat 15', No pay 52 temp agg surf salvaged from Josephine st 7.95 tons.	8	Y	Calendar / Work Days Used To Date	146
				Percent Time Used	69%
FRIDAY 08/25/23	Temp 80/75, NLL 0800-1200, HGM 0800-1200, Municipal 0700-1530, Nll sewer crew did project clean up, Municipal installed CIPP liner on La Vista Dr. from Josephine to Florence MH 7040 to MH 7060. No pay items	10	Y	% Retained Paving/Sewer	10.0000%
				Amount Retained to Date Paving	\$33,429.98
				Amount Retained To Date Sewer	\$45,000.96
SATURDAY 08/26/23	Temp 81/80, No work on site by NL&L, Municipal on site installing CIPP liner on Florence St from 72nd to La Vista Dr. MH 7140 to MH 7040.	7	Y	Net Amount Due To Date	\$705,878.24
				Total Incentive Earned / Disincentive Assessed To Date	\$0.00
Other Comments		Net Amount Due To Date Including Incentive Eamed / Disincentive Assessed		\$705,878.24	
		Total Previous Payments To Date		\$442,147.41	
		Amount Due To Date		\$283,730.83	


CONTRACTOR / DATE
Paula Pogge 25 Aug 2023
PROJECT REPRESENTATIVE / DATE

Paula Pogge HGM 28 Aug 2023
PROJECT MANAGER / DATE
 8/30/23
CITY CONSTRUCTION ENGINEER / DATE

OK To PA-
PMD 8/30/23
02.71.0917.000 - SEUR/13001
SEWER = \$167,979.65
GRAFT = \$95,751.18

WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED										
Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
1	Paving 1	Mobilization/Demobilization	1.00	\$156,000.00	LS	-	\$0.00	50.0%	0.60	\$78,000.00
2	Paving 2	Remove Pavement	7,830.00	\$11.00	SY	50.47	\$555.17	20.0%	1,563.39	\$17,197.29
3	Paving 3	Remove Concrete Driveway	701.00	\$11.00	SY	-	\$0.00	1.0%	4.63	\$49.83
4	Paving 4	Remove Sidewalk - Paving	7,366.00	\$2.00	SF	491.54	\$683.08	32.0%	2,343.28	\$4,686.56
5	5	Remove Concrete Curb and Gutter	1,850.00	\$12.00	LF	-	\$0.00	3.0%	46.70	\$560.40
6	6	Perform Cold Planning-Asphalt	28,390.00	\$8.50	SY	-	\$0.00	0.0%	-	\$0.00
7	7	Perform 2" Cold Planning - Concrete	50.00	\$7.00	SY	-	\$0.00	0.0%	-	\$0.00
8	8	Construct Asphalt Surface Course SPR (PG 64-34)	3,130.00	\$187.11	Ton	-	\$0.00	0.0%	-	\$0.00
9	9	Construct Asphalt Surface Wedge SPR 3/8" Fine (PG 64-34)	72.00	\$188.00	Ton	-	\$0.00	0.0%	-	\$0.00
10	10	Concrete Base Repair	5,400.00	\$72.00	SY	-	\$0.00	0.0%	-	\$0.00
11	Paving 11	Construct 7" Concrete Pavement - Type L85 - Paving	7,658.00	\$75.00	SY	52.43	\$3,932.25	21.0%	1,576.13	\$118,209.75
12	12	Construct 7" Concrete Pavement - Type L 85 - Paving	100.00	\$78.00	SY	-	\$0.00	0.0%	-	\$0.00
13	13	Construct 10" Concrete Pavement - Type L95	86.00	\$92.00	SY	-	\$0.00	35.0%	33.33	\$3,066.33
14	14	Construct Concrete Curb and Gutter	1,850.00	\$42.00	LF	-	\$0.00	3.0%	58.70	\$2,381.40
15	Paving 15	Construct 6" Driveway - Type L85 - Paving	841.00	\$59.00	SY	-	\$0.00	1.0%	4.53	\$267.27
16	16	Construct 6" Driveway - Type L85	50.00	\$92.00	SY	-	\$0.00	0.0%	-	\$0.00
17	Paving 17	Subgrade Preparation - Paving	9,537.00	\$3.50	SY	-	\$0.00	1.0%	86.94	\$304.29
18	18	Adjust Utility Valve to Grade	12.00	\$800.00	EA	-	\$0.00	0.0%	-	\$0.00
19	19	Adjust Manhole to Grade	32.00	\$300.00	EA	-	\$0.00	0.0%	-	\$0.00
20	20	Remove & Replace Curb Inlet Top	5.00	\$3,200.00	EA	-	\$0.00	80.0%	3.00	\$9,600.00
21	21	Install Manhole Ring and Cover	8.00	\$700.00	EA	-	\$0.00	25.0%	2.00	\$1,400.00
22	22	Install External Frame Seal	8.00	\$750.00	EA	-	\$0.00	0.0%	-	\$0.00
23	23	Traffic Control - Sewer and Pavement Construction	1.00	\$50,000.00	LS	0.0000	\$0.00	10.0%	0.0052	\$4,760.00
24	Paving 24	Construct 4" PCC Sidewalk - Paving	5,021.00	\$8.75	SF	223.74	\$1,610.25	44.0%	2,205.30	\$14,885.78
25	25	Construct 6" PCC Sidewalk	524.00	\$7.50	SF	-	\$0.00	33.0%	200.80	\$1,506.00
26	26	Construct PCC Curb Ramp	1,370.00	\$14.00	SF	48.66	\$881.24	28.0%	359.34	\$5,030.76
27	27	Construct Detectable Warning Panel	441.00	\$45.00	SF	18.00	\$720.00	25.0%	112.00	\$5,040.00
28	28	Construct Sidewalk Curb Wall	241.00	\$40.00	LF	12.00	\$480.00	174.0%	419.50	\$16,780.00
29	29	Install Seeding - Type A	1,022.00	\$3.75	SY	159.38	\$597.68	30.0%	570.85	\$2,174.44
30	30	Install Rolled Erosion Control - Type 1	1,922.00	\$3.00	SY	159.38	\$478.14	37.0%	720.88	\$2,162.04

WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
31	31	Install Curb Inlet Protection	2.00	\$125.00	EA	-	\$0.00	250.0%	5.00	\$625.00
32	32	Install Concrete Washout	1.00	\$3,500.00	EA	-	\$0.00	0.0%	-	\$0.00
52	P 52	Construct Temporary Aggregate Surface Course	200.00	\$20.00	Ton	3.90	\$78.00	424.0%	848.37	\$16,967.40
S1	Sewer 1	Sewer Mobilization/Demobilization	1.00	\$144,000.00	LS	-	\$0.00	50.0%	0.50	\$72,000.00
S2	Sewer 2	Remove Pavement - Sewer	5,998.00	\$11.00	SY	76.90	\$867.90	65.0%	3,319.14	\$36,510.54
S3	Sewer 3	Remove Concrete Driveway - Sewer	1,915.00	\$11.00	SY	9.97	\$109.67	2.0%	40.82	\$448.82
S4	Sewer 4	Remove Sidewalk - Sewer	7,152.00	\$2.00	SP	-	\$0.00	3.0%	240.00	\$480.00
S11	Sewer 11	Construct 7" Concrete Pavement - Type L65 - Sewer	5,698.00	\$75.00	SY	147.28	\$11,048.00	41.0%	2,470.16	\$185,282.00
S15	Sewer 15	Construct 6" Driveway - Sewer	1,815.00	\$59.00	SY	9.97	\$588.23	2.0%	35.00	\$2,065.00
S17	Sewer 17	Subgrade Preparation - Sewer	7,121.00	\$3.60	SY	-	\$0.00	0.0%	-	\$0.00
S24	Sewer 24	Construct 4" PCC Sidewalk - Sewer	7,152.00	\$8.75	SY	-	\$0.00	1.0%	87.60	\$591.30
33	33	Remove & Dispose 12" or Smaller Sewer Pipe	5,390.00	\$20.00	LF	69.00	\$1,380.00	28.0%	1,539.00	\$30,781.80
34	34	Construct 6" PVC Sanitary Sewer Pipe (Service Line)	4,885.00	\$85.00	LF	48.00	\$3,120.00	28.0%	1,381.76	\$89,814.40
35	35	Construct 8" Sanitary Sewer Service Riser (Over 12' Depth)	437.00	\$70.00	VF	-	\$0.00	0.0%	-	\$0.00
36	36	Construct 8" PVC Sanitary Sewer Pipe SDR 26 (Point Repairs)	28.00	\$175.00	LF	21.00	\$3,675.00	878.0%	178.33	\$30,857.75
37	37	Construct 8" PVC Sanitary Sewer Pipe SDR 28 (Point Repairs, Over 15' Depth)	12.00	\$175.00	LF	-	\$0.00	0.0%	-	\$0.00
38	38	Construct 8" Sanitary Sewer Concrete Cradle	1.00	\$1,200.00	EA	-	\$0.00	100.0%	1.00	\$1,200.00
39	39	Install 8" CIPP Liner	10,867.00	\$45.00	LF	-	\$0.00	0.0%	-	\$0.00
40	40	Install 15" CIPP Liner	927.00	\$85.00	LF	-	\$0.00	0.0%	-	\$0.00
41	41	Re-Install Service Lines	332.00	\$100.00	EA	-	\$0.00	0.0%	-	\$0.00
42	42	CIPP End Seal, 8-in	83.00	\$195.00	EA	-	\$0.00	0.0%	-	\$0.00
43	43	CIPP End Seal, 15-in	0.00	\$260.00	EA	-	\$0.00	0.0%	-	\$0.00
44	44	Perform Pre-CIPP CCTV Pipeline Inspection	11,794.00	\$4.50	LF	-	\$0.00	0.0%	-	\$0.00
45	45	Perform Post-CIPP CCTV Pipeline Inspection	11,794.00	\$3.00	LF	-	\$0.00	0.0%	-	\$0.00
46	46	Jet Existing Sanitary Sewer	11,794.00	\$2.75	LF	-	\$0.00	0.0%	-	\$0.00
47	47	Perform Cementitious Manhole Rehabilitation 48" Dia Type A	337.00	\$250.00	VF	-	\$0.00	0.0%	-	\$0.00
48	48	Perform Cementitious Manhole Rehabilitation 48" Dia Type B	124.00	\$300.00	VF	-	\$0.00	0.0%	-	\$0.00
49	49	By-pass pumping	1.00	\$30,000.00	LS	-	\$0.00	0.0%	-	\$0.00
50	50	Traffic Control - Sewer CIPP Liner Install	1.00	\$20,000.00	LS	-	\$0.00	0.0%	-	\$0.00
51	51	Mobilization/Demobilization Sewer CIPP Liner Install	1.00	\$40,000.00	LS	-	\$0.00	0.0%	-	\$0.00

WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED										
Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
61	CO1 53	Install 15" RCP Storm Sewer - CO 1	98.00	\$73.00	LF	-	\$0.00	90.0%	88.00	\$6,424.00
62	CO1 54	Excavation for Pipe,	22.00	\$200.00	HR	-	\$0.00	73.0%	16.00	\$3,200.00
63	CO1 55	3/4" Limestone Pipe Bedding	48.00	\$29.50	Ton	-	\$0.00	51.0%	24.44	\$720.98
64	CO1A 56	Rebuild curb inlets/function box	4.00	\$4,200.00	ea	-	\$0.00	100.0%	4.00	\$16,800.00
65	CO1A 57	Remove existing inlets	3.00	\$500.00	ea	-	\$0.00	100.0%	3.00	\$1,500.00
66	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00

APPLICATION AND CERTIFICATE FOR PAYMENT

Page: 1 of 3

TO OWNER: CITY OF LA VISTA NE
8116 PARK VIEW BLVD
LA VISTA, NE 68128

PROJECT: Central Park Pavilion and Site Improvements
8116 PARK VIEW BLVD
LA VISTA, NE 68128

APPLICATION NO.: 14
PERIOD TO : 31-Jul-2023
PROJECT NOS.: 21046300
INVOICE NO.: 21046300014

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM J.E. Dunn Construction Company
CONTRACTOR: 1001 Locust St
Kansas City, MO 64106

ARCHITECT: Bruce Niedemyer
301 GRAND AVE
DES MOINES, IA 50309

CONTRACT DATE : 10-May-2022

CONTRACT FOR: Central Park Pavilion and Site Improvements

APPLICATION AND CERTIFICATE FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 15,955,803
2. Net change by change orders \$ 685,971
3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 16,641,774
4. TOTAL COMPLETED & STORED TO DATE \$ 14,817,640

(Column G on G703)

5. RETAINAGE:
(Total retainage Column I of G703) \$ 1,319,937
6. TOTAL EARNED LESS RETAINAGE \$ 13,497,703
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 12,794,307

8. CURRENT PAYMENT DUE \$ 703,395

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 3,144,071

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner		685,971	0
APPROVED THIS MONTH			
Number	Date Approved		
Current Total		0	0
Net Change by Change Orders		685,971	

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE NW WASHINGTON DC 20006

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

WARNING: DO NOT CHANGE ESTABLISHED PAYMENT INSTRUCTIONS FOR PAYMENTS TO J.E. DUNN CONSTRUCTION COMPANY. J.E. Dunn Construction Company does not change its bank routing or account numbers. Do not accept or rely upon emails or correspondence requesting changes to J.E. Dunn Construction Company's established payment instructions. Any change to J.E. Dunn Construction Company's payment instructions can only be made by a fully executed Change Order to the Agreement between Owner and J.E. Dunn Construction Company.

Contractor: J.E. Dunn Construction Company

By:

Date:

08/08/2023

State of:

County of:

Subscribed and sworn to before

me this

Notary Public:

My Commission expires:

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ 703,395.00

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

ARCHITECT: Bruce Niedemyer

By:

Date:

08/16/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OK TO PAID
PMD 8/31/23
16.71.097.000 - PART 10001

J.E. Dunn Construction Company

CONTINUATION SHEET

AIA DOCUMENT G703

Page: 2

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 14

APPLICATION DATE: 08-Aug-2023

INVOICE NO.:

PERIOD TO: 31-Jul-2023

21046300014

PROJECT NO: 21046300

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D WORK COMPLETED (D+E)		F MATERIAL PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	PER- %(G/C)	H BALANCE TO FINISH	I RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
01	PRECONSTRUCTION	14,300	0	14,300	14,300	0	0	14,300	100	0	0
	PRECONSTRUCTION Total:	14,300	0	14,300	14,300	0	0	14,300	100	0	0
02	GENERAL CONDITIONS	1,045,767	-182,083	863,684	743,642	54,267	0	797,909	92	65,775	0
	GENERAL CONDITIONS Total:	1,045,767	-182,083	863,684	743,642	54,267	0	797,909	92	65,775	0
03	PERMITS, BONDS, & INSURANCE	308,977	154,935	463,912	444,645	0	0	444,645	96	19,267	0
	PERMITS, BONDS, & INSURANCE Total:	308,977	154,935	463,912	444,645	0	0	444,645	96	19,267	0
04	DIRECT COSTS										
02330	Earthwork	337,026	108,918	445,944	449,109	61,531	0	510,640	115	-64,696	51,064
02455	Pipe Piles	0	156,050	156,050	156,050	0	0	156,050	100	0	15,605
02500	Site Utilities	679,094	160,243	839,337	783,259	56,078	0	839,337	100	0	83,934
02790	Athletic Surfacing	96,311	-61,959	34,352	0	23,000	0	23,000	67	11,352	2,300
02810	Lawn Sprinklers	62,140	148,945	211,085	146,874	31,473	0	178,347	84	32,738	17,835
02815	Fountain Allowance	336,300	-336,300	0	0	0	0	0	0	0	0
02833	Retaining Wall	339,000	6,000	345,000	300,666	44,334	0	345,000	100	0	34,500
02900	Landscaping	135,400	80,333	215,733	0	46,000	0	46,000	21	169,733	4,600
03330	CIP Concrete	4,002,844	1,265,396	5,268,240	5,235,218	0	0	5,235,218	99	33,022	523,522
04210	Masonry	859,200	51,844	911,044	911,044	0	0	911,044	100	0	91,104
05100	Structural Steel	616,500	29,438	645,938	641,638	0	0	641,638	99	4,300	64,164
05700	Railings	677,665	-677,665	0	0	0	0	0	0	0	0
06199	Rough Carpentry	159,565	-159,565	0	0	0	0	0	0	0	0
06299	Finish Carpentry	37,037	-30,528	6,509	6,509	0	0	6,509	100	0	651
07100	Waterproofing	74,384	207,338	281,722	224,185	0	0	224,185	80	57,537	22,418
07410	Roofing	181,000	163,712	344,712	318,736	0	0	318,736	92	25,976	31,874
074104	Metal Wall Panels	215,148	-60,188	154,960	58,060	96,900	0	154,960	100	0	15,496
07460	Siding	27,096	-27,096	0	0	0	0	0	0	0	0
07900	Joint Sealants	19,051	-19,051	0	0	0	0	0	0	0	0
08110	Doors & Hardware	115,822	-10,322	105,600	105,600	0	0	105,600	100	0	10,560
08330	Coiling Doors	25,718	-8,710	17,008	0	17,008	0	17,008	100	0	1,701
08400	Glazing	135,180	50,695	185,875	172,915	10,260	0	183,175	98	2,700	18,318
09250	Framing & Drywall	96,421	83,853	180,274	180,274	0	0	180,274	100	0	18,027
09300	Flooring	83,180	-56,869	26,311	19,728	6,583	0	26,311	100	-1	2,631
09900	Painting	98,705	-38,774	59,931	54,685	4,840	0	59,525	99	406	5,952
10199	Specialties	27,636	62,762	90,398	0	0	0	0	0	90,398	0

As noted on the previous (2) Payment Applications, per email from Jake Tietgen, these highlighted numbers will be corrected on upcoming payment applications when Change Order 01 is reconciled with this information.

J.E. Dunn Construction Company

CONTINUATION SHEET

AIA DOCUMENT G703

Page: 3

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 14

APPLICATION DATE: 08-Aug-2023

INVOICE NO.:

PERIOD TO: 31-Jul-2023

21046300014

PROJECT NO: 21046300

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D E WORK COMPLETED (D+E)		F MATERIAL PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	PER- %(G/C)	H BALANCE TO FINISH	I RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
10800	Site Furnishings	447,280	-148,113	299,167	86,226	17,369	0	103,595	35	195,572	10,360
11600	Food Service Equipment	504,142	-89,449	414,693	0	0	0	0	0	414,693	0
12510	Boardwalk	390,947	-390,947	0	0	0	0	0	0	0	0
15400	Plumbing & HVAC	1,226,350	492,344	1,720,694	1,427,089	283,014	0	1,710,103	89	10,591	171,010
16000	Electrical	1,549,371	373,445	1,922,816	1,221,219	0	0	1,221,219	64	701,597	122,122
35000	Escalation Allowance	192,065	-192,065	0	0	0	0	0	0	0	0
	DIRECT COSTS Total:	13,749,678	1,133,716	14,883,394	12,499,086	696,390	0	13,197,476	89	1,685,918	1,319,747
05	CONTINGENCY	447,515	-437,328	10,187	0	1,904	0	1,904	19	8,283	190
	CONTINGENCY Total:	447,515	-437,328	10,187	0	1,904	0	1,904	19	8,283	190
06	FEE	389,566	16,731	406,297	342,542	18,864	0	361,406	89	44,891	0
	FEE Total:	389,566	16,731	406,297	342,542	18,864	0	361,406	89	44,891	0
	Total:	15,955,803	685,971	16,641,774	14,044,215	773,425	0	14,817,640	89	1,824,134	1,319,937
	Project Total:	15,955,803	685,971	16,641,774	14,044,215	773,425	0	14,817,640	89	1,824,134	1,319,937

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT

THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE NW WASHINGTON DC 20006



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

A-7
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., Unit 312, Sioux Falls, SD 57108
Office: 605/951-0886

CITY OF LA VISTA
PAT DOWSE
9900 PORTAL ROAD
LA VISTA, NE 68128

Invoice number 158770
Date 08/25/2023

Project 0171-422 CENTRAL PARK
IMPROVEMENTS

Professional Services from July 10, 2023 through August 13, 2023

Description	Current Billed
Task A3.0 - Central Park Road Construction Plans	1,640.00
Task A3.1 - Central Park Road Construction Observation	604.50
Total	2,244.50

Invoice total 2,244.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
158116	07/19/2023	1,324.50		1,324.50			
158770	08/25/2023	2,244.50	2,244.50				
Total		3,569.00	2,244.50	1,324.50	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 PAID
PMD 8/30/23
16.71.0917.00 - START 21002

Invoice

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

olsson

August 23, 2023
 Invoice No: 468185

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

Invoice Total	\$1,488.50
----------------------	-------------------

Olsson Project # 022-03277 La Vista City Park Pavilion Testing
 Professional services rendered through August 5, 2023 for work completed in accordance with our Agreement dated June 1, 2022.

Phase	100	Earthwork			
Labor					
			Hours	Rate	Amount
Technician			4.25	60.00	255.00
	Totals		4.25		255.00
	Total Labor				255.00
		Total this Phase			\$255.00

Phase	300	Concrete			
Labor					
			Hours	Rate	Amount
Technician			2.00	60.00	120.00
	Totals		2.00		120.00
	Total Labor				120.00

Unit Billing					
Field Vehicle 1313		18.0 Miles @ 0.75		13.50	
Compressive Strength - Concrete					
8/4/2023	5 Tests @ \$17/Test			85.00	
	Total Units			98.50	98.50
		Total this Phase			\$218.50

Phase	400	Project Management			
Labor					
			Hours	Rate	Amount
Project Manager			1.00	115.00	115.00
	Totals		1.00		115.00
	Total Labor				115.00

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	022-03277	La Vista City Park Pavilion Testing	Invoice	468185
---------	-----------	-------------------------------------	---------	--------

Total this Phase	\$115.00
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Phase	500	SWPPP
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Fee

Number of internal units	1.00
Fee Each	900.00
Subtotal	900.00

Subtotal	900.00
----------	--------

Total this Phase	\$900.00
------------------	----------

AMOUNT DUE THIS INVOICE	\$1,488.50
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Email invoices to: pdowse@cityoflavista.org.

Authorized By: Douglas Carey

CLT TO PAY

PMD 8/7/23

16.71.0917.000 - PARHISCO

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

INVOICE**Remit to:**

1401 21st Ave N, Fargo, ND 58102

Phone: 701.237.5065

Fed Tax ID: 45-0314557

Interest of 1%/month applied to past due invoices

City of LaVista

9900 Portal Road

LaVista, NE 68128

Invoice Number: 66586

Date: August 16, 2023

Project Number: R011628-0001

South 73rd Avenue/Thompson Creek Culvert Rehabilitation Project**For Professional Services Rendered Through: August 05, 2023**

Project Management			
	Hours	Rate	Billed
Engineer 12			
Rogers, Melinda C.	1.00	235.00	\$235.00
Phase subtotal			\$235.00
Hydraulic Analysis			
	Hours	Rate	Billed
Engineer 3			
Van Hove, Michael J.	16.75	149.00	\$2,495.75
Phase subtotal			\$2,495.75
Construction Documents and Specifications			
	Hours	Rate	Billed
Engineer 12			
Rogers, Melinda C.	4.00	235.00	\$940.00
Engineer 3			
Van Hove, Michael J.	30.25	149.00	\$4,507.25
Phase subtotal			\$5,447.25

Invoice Total \$8,178.00

Check Pay
 PMD 8/30/23
 65.71.0917 - START 23006

Make all checks payable to:
 Houston Engineering, Inc.
 1401 21st Ave N
 Fargo, ND 58102



Nebraska State Fire Marshal Agency
Boiler Inspection Division
246 S. 14th Street, Suite 1
Lincoln, NE 68508

Phone: (402) 471-9902, Email: sfm.boilers@nebraska.gov

A-10
Levi Nelson
Chief Boiler Inspector

Scott Cordes
State Fire Marshal

Page 1 of 1

This invoice is due within 15 days. Click [Here](#) or visit <https://joportal.com/NE> for Free E-Pay. A Certificate of Inspection will not be issued until all fees are paid and any violations corrected.

Central Park Pavilion
Pat Dowse
8116 Park View Blvd
La Vista, NE 68128-2132

1st Invoice

INVOICE #: 128762

Date: 08/22/2023

Service Date	Service Description	Fee Code	Total Fees
08/21/2023	NE42398 - Boiler, Central Park Pavilion, 8303 Central Park Plaza, La Vista - EXT-BLR 800 MBH & UNDER	EF03	\$25.00
08/21/2023	NE42398 - Boiler, Central Park Pavilion, 8303 Central Park Plaza, La Vista - 24 MO CERT FOR HLW	CHLW	\$72.00

Total Amounts: \$97.00

Payments: \$0.00

Subtotal: \$97.00

Late Charges: \$0.00

Balance Due: \$97.00

Click [Here](#) for Free E-Pay
<https://joportal.com/NE>

Invoice #: 128762

Balance Due: \$97.00

Date: 08/22/2023

Click [Here](#) for Free E-Pay

Central Park Pavilion
Pat Dowse
8116 Park View Blvd
La Vista, NE 68128-2132

OK to Pay
PMD 8/23/23
16.71.0917.000-PARK18001

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER: City of LaVista
8116 Park View Blvd.
LaVista, NE 68128

PROJECT: LaVista Parking Garage 2
LaVista, Nebraska

APPLICATION NO 21 •

Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO: 8/31/2023 •

FROM CONTRACTOR:
Sampson Construction Co., Inc.
5825 South 14th Street
Lincoln, NE 68512

VIA ARCHITECT: Matthew Gulsvig @ DLR Group

mgulsvig@dlrgroup.comjtegels@dlrgroup.comdpenka@dlrgroup.com

PROJECT NOS: 21108

CONTRACT FOR: General

jchase@dlrgroup.com

CONTRACT DATE: September 22, 2021

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	12,514,000.00 •
2. Net change by Change Orders	\$	19,686.87 •
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	12,533,686.87 •
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	12,474,658.00 •
5. RETAINAGE:		
a. % of 748,466.00		
(Column D + E on G703)		
b. % of Stored Material \$		
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	748,466.00 •
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	11,726,192.00 •
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	11,294,874.00 •
8. CURRENT PAYMENT DUE	\$	431,318.00 •
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	807,494.87 •

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$63,411.44 •	\$43,724.57 •
Total approved this Month		
TOTALS	\$63,411.44	\$43,724.57
NET CHANGES by Change Order	\$19,686.87	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Sampson Construction Co., Inc.

By: Justin Chapel Date: 8/31/23

State of: Nebraska County of: Lancaster
Subscribed and sworn to before me this 31st day of August 2023
Notary Public: Julie A. Scheele
My Commission expires: 5-14-2024

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 431,318.00

LJT

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

ARCHITECT: DLR Group

By: Matthew Gulsvig Date: 9/1/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OK TO PA-1
PMD 9/1/23
15.71.0917.CCC - C.M.D. 10/2022

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 21

APPLICATION DATE: 8/31/2023

PERIOD TO: 8/31/2023

ARCHITECT'S PROJECT NO: 21108

LAVISTA PARKING GARAGE 2

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	REINFORCING STEEL	701,000	701,000			701,000	100%		35,050
2	POST TENSION CABLE	197,000	197,000			197,000	100%		9,850
3	FOOTINGS & POURED WALLS	1,239,000	1,239,000			1,239,000	100%		61,950
4	CAST IN PLACE COLUMNS	233,000	233,000			233,000	100%		11,650
5	SLAB AND BEAM FORMWORK	1,426,000	1,426,000			1,426,000	100%		71,300
6	CONCRETE SLABS	1,761,000	1,761,000			1,761,000	100%		88,050
7	STRUCTURAL PRECAST	1,522,000	1,522,000			1,522,000	100%		76,100
8	MASONRY	39,000	39,000			39,000	100%		1,950
9	STEEL MATERIAL	349,000	349,000			349,000	100%		17,450
10	STEEL & PRECAST ERECTION	199,000	199,000			199,000	100%		19,900
11	ROUGH CARPENTRY	6,000	6,000			6,000	100%		600
12	SPRAY FOAM INSULATION	6,000	6,000			6,000	100%		300
13	TRAFFIC COATING	8,000		8,000		8,000	100%		800
14	WATERPROOFING	94,455	84,827	9,628		94,455	100%		9,446
15	WATER REPELLANTS	2,000		2,000		2,000	100%		200
16	ROOFING & FLASHING	62,000	62,000			62,000	100%		6,200
17	METAL WALL PANELS	941,000	941,000			941,000	100%		47,050
18	JOINT SEALANTS	153,232	112,000	41,232		153,232	100%		15,323
19	PREFORMED JOINT SEALS	7,545	7,545			7,545	100%		755
20	FIRESTOPPING	6,000	6,000			6,000	100%		300
21	HOLLOW METAL FRAMES/DOORS/HARDWARE	44,000	44,000			44,000	100%		2,200
22	ALUMINUM & GLAZING	305,000	276,790	28,210		305,000	100%		30,500
23	METAL STUDS & DRYWALL	108,000	108,000			108,000	100%		5,400
24	TILE & RESILIENT FLOORING	4,000		3,000		3,000	75%	1,000	300
25	PAINT	230,000	220,000	10,000		230,000	100%		23,000
26	SEALED CONCRETE	3,768		3,768		3,768	100%		377
27	MISC. SPECIALTIES	5,000	5,000			5,000	100%		250
28	SIGNAGE	108,000	30,000	78,000		108,000	100%		10,800
29	PARKING ACCESS/REVENUE CONTROL SYSTEM	102,000	55,000	47,000		102,000	100%		5,100
30	ELEVATOR	265,000	193,889	55,858		249,747	94%	15,253	24,975

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 21

APPLICATION DATE: 8/31/2023

PERIOD TO: 8/31/2023

ARCHITECT'S PROJECT NO: 21108

LAVISTA PARKING GARAGE 2

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
31	FIRE SPRINKLER	47,000	47,000			47,000	100%		4,700
32	PLUMBING & HVAC	352,000	344,058	7,942		352,000	100%	•	17,600
33	ELECTRICAL	861,000	684,000	94,500		778,500	90%	•	77,850
34	EXCAVATION & SITE DEMO	276,000	276,000			276,000	100%		13,800
35	AUGER CAST PILING	323,000	323,000			323,000	100%		16,150
36	PAVING & SIDEWALKS	100,000	90,000	10,000		100,000	100%	•	10,000
37	PAVEMENT MARKING	14,000		14,000		14,000	100%	•	1,400
38	LANDSCAPING & IRRIGATION	19,000		15,000		15,000	79%	•	1,500
39	SEGMENTAL RETAINING WALL	45,000		45,000		45,000	100%	•	4,500
40	UTILITIES	280,000	280,000			280,000	100%		14,000
41	PERFORMANCE & PAYMENT BOND	63,000	63,000			63,000	100%		3,150
42	BUILDERS RISK INSURANCE	7,000	7,000			7,000	100%		350
43	OWNER CHANGE ORDER #2	(43,725)						(43,725)	0
44	OWNER CHANGE ORDER #3	63,411	63,411			63,411	100%		6,341
GRAND TOTALS		12,533,686	12,001,520	473,138		12,474,658	100%		748,466

99.53%



**LA VISTA POLICE DEPARTMENT
INTER-DEPARTMENT MEMO**

TO: Pam Buethe, City Clerk

FROM: Acting Chief Captain D. J. Barcal

DATE: August 21, 2023

RE: Local Background Check– Walmart Neighborhood Market

The La Vista Police Department has reviewed the Nebraska Liquor Control Commission Documents completed by the applicant and conducted a check of local records relating to the Manager Application at the Walmart Neighborhood Market for Michael J. Brewster. No criminal record was located.

As with all Nebraska Retail Liquor Licenses, I am asking the applicant strictly conform to Nebraska Liquor Commission rules and regulations under Section 53-131.01, Nebraska Liquor Control Act.

MANAGER APPLICATION FORM 103

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

License
Class: D

License Number:

114579

RECEIVED

AUG 02 2023

NEBRASKA LIQUOR
CONTROL COMMISSION

MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 -Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport or naturalization papers
- Be a resident of the state of Nebraska and be a registered voter in the State of Nebraska,
- Spouse who **will** participate in the business, the spouse must meet the same requirements as the manager applicant:

Spouse who **will not** participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

CORPORATION/LLC INFORMATION

Name of Corporation/LLC: WALMART

PREMISES INFORMATION

Premises Trade Name/DBA: WALMART 3173

Premises Street Address: 9460 Giles Rd

City: LA Vista

County: Saunders

Zip Code: 68128

Premises Phone Number: 402-513-4207

Premises Email address: mjb@70.503173.us@wal-mart.com

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.



2300007592

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: Walmart Inc.

Premise information

Liquor License Number: _____ Class Type _____ (if new application leave blank)

Premise Trade Name/DBA: Walmart# 3173

Premise Street Address: 9460 Giles Rd

City: LA Vista County: Sappy Zip Code: 68128

Premise Phone Number: 402-513-4207

Premise Email address: complic@wal-mart.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.

Suth

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2022	2023	Belleuve WAL-MART	Anthony Pleiss	605-660-5550
2018	2022	WALMART 85th & Akers	Brian Farber	402-416-7791

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☒ YES ☐ NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Michael Brewster	02/2022	Omaha/NE	Speeding	guilty paid fm
	06/2022	Lincoln/NE	Failure to provide Res	guilty paid fm

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

☐ YES ☒ NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?


☒ YES ☐ NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
		

5. Have you enclosed Form 147 regarding fingerprints?

☒ YES

☐ NO

MANAGER INFORMATIONLast Name: Brewster First Name: Michael MI: JHome Address: 3808 S 56thCity: Lincoln County: NE Zip Code: 68506-5120Home Phone Number: 402-525-6770

Driver's License Number: _____

Social Security Number: [REDACTED]Date of Birth: [REDACTED] Place of Birth: Lincoln, NEEmail address: MBrewster321@gmail.com**Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)**☐ YES☒ NO**Spouse's information**

Spouses Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____

Driver's License Number: _____

Date of Birth: _____ Place of Birth: _____

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS**APPLICANT****SPOUSE**

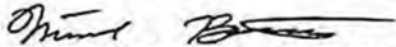
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
<u>Lincoln, NE</u>	<u>4/1990</u>	<u>2023</u>			

PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Must be signed by applicant and spouse.



Signature of APPLICANT

Michael Brewster

Printed Name of APPLICANT

Signature of SPOUSE

Printed Name of SPOUSE

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25** per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

******Please Submit this form with your completed application to the Liquor Control Commission******

Trade Name _____

Name of Person Being Fingerprinted: Michael Brantel

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: 6/27/2023

Location where fingerprints were taken: 4600 Innovation Drive, Door 1, Lincoln, NE

How was payment made to NSP?

☐ NSP PAYPORT ☒ CASH ☐ CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES ☐

[Signature]

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



POLICE
575 South 10th Street | Lincoln, NE 68508
402-441-6000 | F: 402-441-8492 | lpd@cjis.lincoln.ne.gov

PUBLIC RECORD CRIMINAL HISTORY LISTING

PAGE: 1 FOR: MICHAEL JAMES BREWSTER
Printed 06-26-2023 W/M DOB: [REDACTED]

.....
This is a list of criminal citations and arrests by the Lincoln Police Department for this person since 1980.

Only items allowed by the 2016 Nebraska legislative bill LB505 are listed.

- Arrests or citations by any other law enforcement agency are not included.
- Arrests where no charges were filed are only included during the most recent year.
- Charges that were dismissed for any reason and any charges where the individual was found "Not Guilty" are not included.
- Any arrest over 1 year old, that has no disposition, is not included.
- Minor traffic infractions and cases when the subject was under the age of 16 or cases transferred to juvenile court are not included.

NOTE: IF A CHARGE HAS BEEN PARDONED, IT MAY NOT BE NOTATED AS SUCH AS WE NO LONGER RECEIVE PARDON INFORMATION FROM THE NEBRASKA BOARD OF PARDONS.

If the phrase "***END OF LISTING***" does not appear at the bottom of this report, then this list is not complete.

CODES FOR CRIMINAL HISTORY	
M=Misdemeanor	F=Felony I= Infraction O=Other
.....	
Cited on 03-24-2014 for (M)DUI-3RD OFF	Case B4-024283
Disposed 10-24-2014 as (M)DUI-.08 (2 PRIOR CONV)	Cit# LB422556
FOUND GUILTY Fined 1000.00	
36 MOS PROB 02YR LIC SUSP	

Cited on 02-23-2014 for (M)REVOKED/IMPOUNDED	Case B4-015446
Disposed 05-27-2014 as (M)SUSPENDED LICENSE, ELIGIBLE	Cit# LB404753
FOUND GUILTY Fined 50.00	

Cited on 01-29-2011 for (M)SUSPENDED/REVOKED, NOT ELIGIBLE	Case B1-008925
Disposed 08-10-2012 as (M)SUSPENDED/REVOKED, NOT ELIGIBLE	Cit# LB268931
FOUND GUILTY Fined 100.00	
90 DAYS PROB	

Cited on 03-08-2010 for (M)DRIVING UNDER INFLUENCE/.08, SECOND OFFEN	Case B0-021154
Disposed 06-18-2010 as (M)DRIVING UNDER INFLUENCE/.08, SECOND OFFEN	Cit# LB195678
FOUND GUILTY Fined 500.00	
12 MOS PROB	

Cited on 07-12-2009 for (M)DISTURBING THE PEACE	Case A9-067132
Disposed 08-12-2009 as (M)DISTURBING THE PEACE	Cit# LB191161
FOUND GUILTY Fined 150.00	



A nationally accredited law
enforcement agency





POLICE
575 South 10th Street | Lincoln, NE 68508
402-441-6000 | F: 402-441-8492 | lpd@cjis.lincoln.ne.gov

PUBLIC RECORD CRIMINAL HISTORY LISTING

PAGE: 2 FOR: MICHAEL JAMES BREWSTER
Printed 06-26-2023 W/M DOB: [REDACTED]

.....
Cited on 07-12-2009 for (M) POSSESS OR CONSUME ALCOHOL AS A MINOR Case A9-067132
Disposed 08-12-2009 as (M) POSSESS OR CONSUME ALCOHOL AS A MINOR Cit# LB191161
FOUND GUILTY Fined 175.00

Cited on 08-10-2008 for (M) DISTURBING THE PEACE Case A8-078296
Disposed 11-17-2008 as (M) DISTURBING THE PEACE Cit# LB146880
FOUND GUILTY Fined 150.00
06 MOS PROB

Cited on 08-10-2008 for (M) DRIVING UNDER INFLUENCE/.08, FIRST OFFENS Case A8-078314
Disposed 11-17-2008 as (M) DRIVING UNDER INFLUENCE/.08, FIRST OFFENS Cit# LB146882
FOUND GUILTY Fined 400.00
06 MOS PROB

*** END OF LISTING ***



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enforcement agency.





POLICE
575 South 10th Street | Lincoln, NE 68508
402-441-6000 | F: 402-441-8492 | lpd@cjis.lincoln.ne.gov

+++++

RECEIPT

#C3000733

+++++

The Lincoln Police Department received \$10.00
at 0939 on 06-26-2023 for the purchase of 1
Criminal history check for the name listed below.

MICHAEL J BREWSTER



A nationally accredited law
enforcement agency



My Training History

Report Generated On: 06/23/2023, 10:17 AM, Central Standard Time

Details

WIN: 220070470

NT Account: MJB0070

Manager: Shannon, Caleb

Email: mjb0070.s03173.us@wal-mart.com **Primary Job:** StoreMgr\$20MM-\$40MM-WM

Start Date: 3/23/2023

End Date: 6/23/2023

Completed Activities (* indicates STRIVR records - Score, Expiration date and STRIVR records will be reflected after 24 to 48 hrs if applicable to the course)

Activity	Start Date	Completion Date	Expiration Date	Score	Attended Duration		Completion Status
					Days	Hours	
Bag Patch	04/05/2023	04/05/2023		100		00:02:30	Attended
Bag Patch	04/05/2023	04/05/2023		100		00:02:30	Attended
Card Reader Security	05/08/2023	05/08/2023		100		00:04:07	Attended
Card Reader Security	05/08/2023	05/08/2023		100		00:04:07	Attended
Age Verification - Restricted Items	06/13/2023	06/13/2023		100		00:01:01	Attended
Age Verification - Restricted Items	06/13/2023	06/13/2023		100		00:01:01	Attended
Tobacco Compliance – Walmart	06/13/2023	06/13/2023		100		00:00:56	Attended
Tobacco Compliance – Walmart	06/13/2023	06/13/2023		100		00:00:56	Attended
SPCC Awareness	05/01/2023	05/01/2023		100		00:01:19	Attended
SPCC Awareness	05/01/2023	05/01/2023		100		00:01:19	Attended
Personal Shopper - Alcohol Sales	06/23/2023	06/23/2023		100		00:04:15	Attended
Personal Shopper - Alcohol Sales	06/23/2023	06/23/2023		100		00:04:15	Attended
DEATH AND SERIOUS INJURY REPORTING	06/13/2023	06/13/2023		100		00:03:21	Attended
DEATH AND SERIOUS INJURY REPORTING	06/13/2023	06/13/2023		100		00:03:21	Attended

Activity	Start Date	Completion Date	Expiration Date	Score	Attended Duration		Completion Status
					Days	Hours	
Hazardous Waste - Advanced	06/13/2023	06/13/2023		100		00:01:24	Attended
Hazardous Waste - Advanced	06/13/2023	06/13/2023		100		00:01:24	Attended
Hazardous Materials Identification-Stores and Clubs	04/05/2023	04/05/2023		100		00:03:34	Attended
Hazardous Materials Identification-Stores and Clubs	04/05/2023	04/05/2023		100		00:03:34	Attended
PLE – Electric Pallet Jack Operator Certification	06/20/2023	06/20/2023		10		00:00:33	Attended
PLE – Electric Pallet Jack Operator Certification	06/20/2023	06/20/2023		10		00:00:33	Attended
PLE – Electric Pallet Jack Operator Certification 0	06/20/2023	06/20/2023	06/19/2025	100		00:00:33	Attended
PLE – Walkie Stacker Operator Certification	06/20/2023	06/20/2023		10		00:00:32	Attended
PLE – Walkie Stacker Operator Certification	06/20/2023	06/20/2023		10		00:00:32	Attended
PLE – Walkie Stacker Operator Certification ()	06/20/2023	06/20/2023	06/19/2025	100		00:00:32	Attended
AP-09 Authorized Associates	06/13/2023	06/13/2023		100		00:08:48	Attended
AP-09 Authorized Associates	06/13/2023	06/13/2023		100		00:08:48	Attended
Alcohol Sales Training	06/23/2023	06/23/2023		100		00:00:44	Attended
Alcohol Sales Training	06/23/2023	06/23/2023		100		00:00:44	Attended
Salaried Labor Relations Training	06/13/2023	06/13/2023		100		00:01:42	Attended
Salaried Labor Relations Training	06/13/2023	06/13/2023		100		00:01:42	Attended
Digital Citizenship / Information Security - Field	05/01/2023	05/08/2023		100	7	02:32:19	Attended
Digital Citizenship / Information Security - Field	05/01/2023	05/08/2023		100	7	02:32:19	Attended
Workplace Respect & Harassment Prevention	05/01/2023	05/01/2023		100		00:08:32	Attended
Workplace Respect & Harassment Prevention	05/01/2023	05/01/2023		100		00:08:32	Attended
Hazardous Materials Foundations	04/05/2023	04/05/2023		100		00:03:06	Attended
Hazardous Materials Foundations	04/05/2023	04/05/2023		100		00:03:06	Attended
Workplace Respect & Harassment Prevention -	06/13/2023	06/13/2023		100		00:02:52	Attended



[Back to Lookup](#) / [Registrant Detail](#)

Michael James Brewster

Political Party
Republican

Precinct
10E01

Election Details

05/02/2023 City of Lincoln-General

We did not find an absentee or provisional ballot associated with this election (may not be available after certification). Note: This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot was accepted and counted.

Polling Location

The Legacy

📍 5600 Pioneers Blvd, Lincoln, NE 68506
(West Entr. -> Fireside Room)

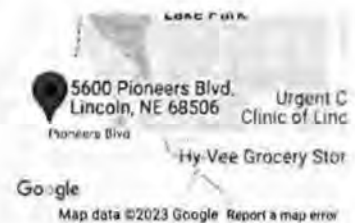
Parking Info

Voter parking on west side of building.


[View larger map](#)

Joe's Life Cafe

At 33rd
Boulevard



Sample Ballots

 [10 E-1.pdf](#)

Ballot Styles

10E01

Districts

[Show](#)

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User: mgustafson

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
2674(E)	07/31/2023	CNA SURETY	1,855.00	N
140305	08/16/2023	DESIGN WORKSHOP INC	11,582.50	N
140306	08/16/2023	HDR ENGINEERING INC	706.59	N
140307	08/16/2023	HGM ASSOCIATES, INC.	39,194.50	N
140308	08/16/2023	LEAGUE OF NEBRASKA MUNICIPALITIES	55,021.00	N
140309	08/16/2023	MAPA-METRO AREA PLANNING AGENCY	20,000.00	N
140310	08/16/2023	METROPOLITAN UTILITIES DISTRICT	354.81	N
140311	08/16/2023	SAMPSON CONSTRUCTION CO., INC	555,079.00	N
140312	08/16/2023	SARPY COUNTY TREASURER	108,295.00	N
140313	08/16/2023	SPENCER MANAGEMENT	446,133.88	N
140314	08/16/2023	VERIZON WIRELESS	365.59	N
140315	08/16/2023	WESTLAKE HARDWARE INC NE-022	1,317.45	N
140316	08/16/2023	MAINTAINX, INC	1,950.00	N
2675(E)	08/30/2023	ACTIVE NETWORK LLC	197.26	N
2676(E)	08/30/2023	AMERICAN HERITAGE LIFE INSURANCE CO	1,266.10	N
2677(E)	08/30/2023	BLACK HILLS ENERGY	1,293.59	N
2678(E)	08/30/2023	CENTURY LINK/LUMEN	735.71	N
2679(E)	08/30/2023	CENTURY LINK/LUMEN	75.72	N
2680(E)	08/30/2023	COX COMMUNICATIONS, INC.	467.15	N
2681(E)	08/30/2023	DEARBORN NATIONAL LIFE INSURANCE CO	1,178.00	N
2682(E)	08/30/2023	DEARBORN NATIONAL LIFE INSURANCE CO	6,382.65	N
2683(E)	08/30/2023	ESSENTIAL SCREENS	195.40	N
2684(E)	08/30/2023	GREATAMERICA FINANCIAL SERVICES	1,585.69	N
2685(E)	08/30/2023	LINCOLN NATIONAL LIFE INS CO	6,787.39	N
2686(E)	08/30/2023	MARCO INCORPORATED	147.87	N
2687(E)	08/30/2023	MEDICA INSURANCE COMPANY	131,745.70	N
2688(E)	08/30/2023	METLIFE	1,015.40	N
2689(E)	08/30/2023	METROPOLITAN UTILITIES DISTRICT	44,374.20	N
2691(E)	08/30/2023	MID-AMERICAN BENEFITS INC	13,416.10	N
2692(E)	08/30/2023	MID-AMERICAN BENEFITS INC	7,158.08	N
2693(E)	08/30/2023	MID-AMERICAN BENEFITS INC	7,158.08	N
2694(E)	08/30/2023	NE DEPT OF REVENUE-SALES TAX	555.66	N
2695(E)	08/30/2023	OMAHA PUBLIC POWER DISTRICT	46,383.76	N
2696(E)	08/30/2023	PAYROLL MAXX	857,174.93	N
2697(E)	08/30/2023	PITNEY BOWES-EFT POSTAGE	1,548.00	N
2698(E)	08/30/2023	ROBERT HALF	7,748.22	N
2699(E)	08/30/2023	U.S. CELLULAR	1,872.13	N
140317	08/30/2023	UNITED STATES POSTAL SERVICE	2,619.60	N
18(S)	09/05/2023	MOTOROLA SOLUTIONS INC	0.00	N
2700(A)	09/05/2023	ABM INDUSTRIES, INC	11,163.28	N
140318	09/05/2023	ACCO UNLIMITED CORPORATION	484.40	N
140319	09/05/2023	AED ZONE	220.00	N
140320	09/05/2023	AKRS EQUIPMENT SOLUTIONS, INC.	1,141.47	N
140321	09/05/2023	ALFRED BENESCH & COMPANY	1,287.25	N
140322	09/05/2023	AMAZON CAPITAL SERVICES, INC.	1,289.88	N
140324	09/05/2023	AMELIA BELIK	606.00	N
140325	09/05/2023	ARNOLD MOTOR SUPPLY	1,332.39	N

Check #	Check Date	Vendor Name	Amount	Voided
140326	09/05/2023	AT&T MOBILITY LLC	98.24	N
140327	09/05/2023	AUTOGRAPHIX INC	3,150.00	N
140328	09/05/2023	BACON LETTUCE CREATIVE	2,560.00	N
140329	09/05/2023	BERGANKDV LLC	1,040.00	N
140330	09/05/2023	BIBLIOTHECA LLC	30.82	N
140331	09/05/2023	BIG RED LOCKSMITHS	9.50	N
140332	09/05/2023	BISHOP BUSINESS EQUIPMENT	1,326.43	N
140333	09/05/2023	BUETHE, PAM	198.50	N
140334	09/05/2023	BULLER FIXTURE CO	4,930.00	N
140335	09/05/2023	CANOYER GARDEN CENTER	1,184.83	N
140336	09/05/2023	CENTER POINT, INC.	283.44	N
140337	09/05/2023	CENTURY LINK/LUMEN	53.63	N
140338	09/05/2023	CINTAS CORPORATION NO. 2	503.33	N
140339	09/05/2023	CITY OF PAPILLION	15,419.22	N
140340	09/05/2023	COLD STONE CREAMERY	350.00	N
140341	09/05/2023	CONCRETE SUPPLY, INC.	35,865.23	N
140342	09/05/2023	CONTROL MASTERS INCORPORATED	20.36	N
140343	09/05/2023	CORNHUSKER INTL TRUCKS INC	134.38	N
140344	09/05/2023	COSGRAVE COMPANY	103.50	N
140345	09/05/2023	COX COMMUNICATIONS, INC.	3.38	N
140346	09/05/2023	D & K PRODUCTS	1,707.21	N
140347	09/05/2023	DELL MARKETING L.P.	6,980.00	N
140348	09/05/2023	DEMCO INCORPORATED	261.03	N
140349	09/05/2023	DIAMOND VOGEL PAINTS	186.80	N
140350	09/05/2023	DOG WASTE DEPOT	791.92	N
140351	09/05/2023	DOUGLAS COUNTY SHERIFF'S OFC	150.00	N
140352	09/05/2023	EMBLEM ENTERPRISES INC	356.38	N
140353	09/05/2023	EMBLEMS INC	399.00	N
140354	09/05/2023	EYMAN PLUMBING INC	4,887.08	N
140355	09/05/2023	FUN EXPRESS LLC	348.33	N
140356	09/05/2023	FUN SERVICES	54.75	N
140357	09/05/2023	GALE	382.36	N
140358	09/05/2023	GENERAL FIRE & SAFETY EQUIP CO	1,059.50	N
140359	09/05/2023	GLOCK, INC	69.00	N
140360	09/05/2023	GODFATHER'S PIZZA	82.09	N
140361	09/05/2023	GRAINGER	347.29	N
140362	09/05/2023	GREGG YOUNG CHEVROLET INC	417.38	N
140363	09/05/2023	HOBBY LOBBY STORES INC	58.26	N
140364	09/05/2023	HUNTEL COMMUNICATIONS, INC	624.00	N
140365	09/05/2023	INGRAM LIBRARY SERVICES LLC	1,269.58	N
140366	09/05/2023	INGRAM LIBRARY SERVICES LLC	737.48	N
140367	09/05/2023	J & J SMALL ENGINE SERVICE	656.57	N
140368	09/05/2023	KONA-ICE OF THREE RIVERS	1,300.00	N
140369	09/05/2023	LARSEN SUPPLY COMPANY	645.83	N
140370	09/05/2023	LEAGUE OF NEBRASKA MUNICIPALITIES	425.00	N
140371	09/05/2023	LIBRA INDUSTRIES INC	232.00	N
140372	09/05/2023	LIBRARY IDEAS LLC	1,215.30	N

User: mgustafson

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
140373	09/05/2023	LYMAN-RICHEY SAND & GRAVEL CO	866.58	N
140374	09/05/2023	MENARDS-RALSTON	482.49	N
140375	09/05/2023	METRO LANDSCAPE MATERIALS	1,248.00	N
140376	09/05/2023	MIDWEST TAPE	226.44	N
140377	09/05/2023	MNJ TECHNOLOGIES DIRECT INC	8,988.00	N
140378	09/05/2023	NEBRASKA IOWA DOOR SERVICES, INC.	6,340.00	N
140379	09/05/2023	NMC GROUP INC	1,570.02	N
140380	09/05/2023	O'REILLY AUTO PARTS	1,431.73	N
140381	09/05/2023	OFFICE DEPOT INC	510.04	N
140382	09/05/2023	OMAHA WINNELSON SUPPLY	670.83	N
140383	09/05/2023	OMNI ENGINEERING	386.65	N
140384	09/05/2023	ON YOUR MARKS INC	2,613.55	N
140385	09/05/2023	PER MAR SECURITY SERVICES	220.95	N
140386	09/05/2023	POMP'S TIRE SERVICE, INC	997.68	N
140387	09/05/2023	QUALITY AUTO REPAIR & TOWING, INC.	81.00	N
140388	09/05/2023	REGAL AWARDS INC.	89.95	N
140389	09/05/2023	REVOLUTION WRAPS LLC	2,916.16	N
140390	09/05/2023	RIVER CITY RECYCLING	81.03	N
140391	09/05/2023	ROGELIO GUERRERO	200.00	N
140392	09/05/2023	SIGN IT	2,929.00	N
140393	09/05/2023	SIRCHIE ACQUISITION COMPANY, LLC	88.91	N
140394	09/05/2023	SOUTH, RYAN	23.84	N
140395	09/05/2023	SOUTHEAST LIBRARY SYSTEM	210.00	N
140396	09/05/2023	SOUTHERN UNIFORM AND TACTICAL, INC.	138.50	N
140397	09/05/2023	STOREY KENWORTHY CORP.	429.81	N
140398	09/05/2023	SUBURBAN NEWSPAPERS INC	1,868.48	N
140399	09/05/2023	SUNSET LAW ENFORCEMENT LLC	4,375.75	N
140400	09/05/2023	T & N ACQUISITION COMPANY	246.00	N
140401	09/05/2023	THE SCHEMMER ASSOCIATES INC	2,199.29	N
140402	09/05/2023	THOMPSON DRESSEN & DORNER, INC.	4,500.00	N
140403	09/05/2023	TRUCK CENTER COMPANIES	515.96	N
140404	09/05/2023	TURFWERKS	25.73	N
140405	09/05/2023	TY'S OUTDOOR POWER & SERVICE	495.00	N
140406	09/05/2023	UNITED PARCEL SERVICE	72.73	N
140407	09/05/2023	UNMC	355.00	N
140408	09/05/2023	UTILITY EQUIPMENT COMPANY	111.04	N
140409	09/05/2023	V & V MANUFACTURING INC	133.90	N
140410	09/05/2023	WALMART COMMUNITY BRC	2,555.26	N
140411	09/05/2023	WESTLAKE HARDWARE INC NE-022	1,005.16	N
140412	09/05/2023	WHITE CAP LP	705.58	N
140413	09/05/2023	WHITE, SCOTT L	1,000.00	N
140414	09/05/2023	WOODHOUSE FORD-BLAIR	342.95	N
136	CHECKS PRINTED	TOTAL CLAIM AMOUNT:	\$2,549,620.30	0

Check #	Check Date	Vendor Name	Amount	Voided
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APPROVED BY COUNCIL MEMBERS ON: 09/05/2023

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 5, 2023 AGENDA**

Subject:	Type:	Submitted By:
AMEND FY23 - FY24 MUNICIPAL BUDGET	RESOLUTION ◆ ORDINANCES RECEIVE/FILE	MEG HARRIS 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 FY24.
- 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.
- The Master Fee Ordinance

FISCAL IMPACT

As a follow up to the August 15, 2023 City Council meeting, updates have been made to reflect amended budget of \$39,072,127 in FY24. The 2023 final property valuation for FY24 is \$2,284,893,092. The total proposed property tax request is \$12,338,422 in FY24 which requires a property tax levy of \$0.54 per \$100 of assessed valuation.

Recommended changes to the Master Fee Ordinance include:

- Sewer Service 5.25% increase.
- Library added Makers Space Fee
- Police eliminated obsolete Fees
- CD added temporary structure related to events Fee

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 attached documents.

Proposed Amendments to FY24

- Decrease in restaurant tax revenue of \$1.5 M, slight increase in property tax of 3%.
- Net decrease in revenue of 5%
- Increase of \$465K in expenditures, \$340K is carry over from FY23. Changes from 2nd reading include, decrease in MFO of \$284K and an increase in Police Dept. expenditures of \$147K related to retirement and recruitment expense.

General Fund

		Fiscal Year 2024			
		Original Budget	Increase/ Decrease	As %	Proposed Amended
Beginning Fund Balance	\$	14,796,733			\$ 14,997,667
Revenue					
Property Tax Total	\$	11,674,812	\$ 321,681	3%	\$ 11,996,493
Sales Tax Received	\$	5,562,691	\$ —	—%	\$ 5,562,691
In Lieu Of Tax	\$	209,079	\$ —	—%	\$ 209,079
State Revenue	\$	2,199,941	\$ —	—%	\$ 2,199,941
Occupation & Franchise Tax	\$	848,323	\$ —	—%	\$ 848,323
Hotel Occupancy Tax	\$	1,089,450	\$ —	—%	\$ 1,089,450
Permits & Licenses	\$	488,869	\$ —	—%	\$ 488,869
Interest Income	\$	21,625	\$ —	—%	\$ 21,625
Recreation Fees	\$	169,950	\$ —	—%	\$ 169,950
Special Services	\$	20,500	\$ —	—%	\$ 20,500
Grant Income	\$	195,752	\$ —	—%	\$ 195,752
Restaurant Tax	\$	2,281,787	\$ (1,581,787)	-69%	\$ 700,000
Parking Garage Fees	\$	392,853	\$ —	—%	\$ 392,853
Other Income	\$	293,750	\$ —	—%	\$ 293,750
Total Revenue	\$	25,449,382	\$ (1,260,106)	-5%	\$ 24,189,276
Expenditures					
Personnel Services	\$	14,837,765	\$ 165,490	1%	\$ 15,003,255
Commodities	\$	687,738	\$ 40,000	6%	\$ 727,738
Contractual Services	\$	6,330,685	\$ (217,186)	-3%	\$ 6,113,499
Maintenance	\$	1,004,547	\$ 65,000	6%	\$ 1,069,547
Other Charges	\$	319,622	\$ —	—%	\$ 319,622
Capital Outlay	\$	1,066,000	\$ 412,500	39%	\$ 1,478,500
CIP	\$	—	\$ —	—%	\$ —
Total Expenditures	\$	24,246,357	\$ 465,804	2%	\$ 24,712,161
Revenues Less Expenditures	\$	1,203,025	\$ (1,725,910)		\$ (522,885)
Trans In (Out)	\$	(2,029,166)	\$ 200,000		\$ (1,829,166)
Net Change In Fund Balance	\$	(826,141)	\$ (1,525,910)		\$ (2,352,051)
Ending Fund Balance	\$	13,970,592			\$ 12,645,616

Reserve Summary		
Operations Reserve	58%	51%
Target Operating Reserve	25%	25%
Over/(Under Target)	33%	26%

Debt Service Fund

Proposed Amendments to FY24

- Revenue increase \$25K or 3% in property tax.
- Carry over of CIP projects will result in an increase in transfers to other funds of \$4.8M

Debt Service Fund

	Fiscal Year 2024			
	Original Budget	Increase/Decrease	As %	Proposed Amended
Beginning Fund Balance	\$ 11,273,865			\$ 14,140,477
Revenue				
Property Tax Total	\$ 901,995	\$ 25,734	3%	\$ 927,729
Sales Tax Received	\$ 2,718,597	\$ —	—%	\$ 2,718,597
In Lieu Of Tax	\$ 20,907	\$ —	—%	\$ 20,907
Interest Income	\$ 4,100	\$ —	—%	\$ 4,100
Other Income	\$ 393,925	\$ —	—	\$ 393,925
Total Revenue	\$ 4,039,524	25,734	1%	\$ 4,065,258
Expenditures				
Debt Service	\$ 2,906,149	\$ —	—%	\$ 2,906,149
Other Charges	\$ 206,845	\$ (14,341)	—%	\$ 192,504
Total Expenditures	\$ 3,112,994	(14,341)	-0.5%	\$ 3,098,653
Revenues Less Expenditures	\$ 926,530			\$ 966,605
Trans In (Out)	\$ (6,195,835)	\$ (4,853,025)		\$ (11,048,860)
Net Change In Fund Balance	\$ (5,269,305)			\$ (10,082,255)
Ending Fund Balance	\$ 6,004,560			\$ 4,058,222

Debt Service Coverage Ratio

	FY24 Budget	FY24 Amended
Debt Service Coverage Ratio	1.30	1.32
Target Coverage	1.00	1.00
Over/(Under)	0.30	0.32

Redevelopment Fund

Proposed Amendments to FY24

- Revenue increase of \$137K in GBOT with the opening of the Astro.
- Increase of \$4.0M in capital projects, this includes carry over from FY23 of \$3.3M

Redevelopment Fund

		Fiscal Year 2024			
		Original Budget	Increase/ Decrease	As %	Proposed Amended
Beginning Fund Balance	\$	3,907,240		\$	7,347,060
Revenue					
Sales Tax Received	\$	2,718,597	\$ —	—% \$	2,718,597
GBOT Total	\$	117,475	\$ 136,611	116% \$	254,086
Interest Income	\$	25,660	\$ —	—% \$	25,660
Other Income	\$	12,000,000	\$ —	—% \$	12,000,000
Total Revenue	\$	14,861,732	\$ 136,611	1% \$	14,998,343
Expenditures					
Contractual Services	\$	299,250	\$ —	—% \$	299,250
Other Charges	\$	2,966,859	\$ —	—% \$	2,966,859
CIP	\$	2,300,000	\$ 4,080,000	177% \$	6,380,000
Total Expenditures	\$	5,566,109	\$ 4,080,000	73% \$	9,646,109
Revenues Less Expenditures	\$	9,295,623		\$	5,352,234
Trans In (Out)	\$	—	\$ —	—% \$	—
Net Change In Fund Balance	\$	9,295,623		\$	5,352,234
Ending Fund Balance	\$	13,202,863		\$	12,699,294

Capital Improvement Fund

Proposed Amendments to FY24

- Carry over of \$3.3M in capital projects from FY23
- Addition of \$1.2M in capital projects requested for FY24

Capital Improvement Fund

	Fiscal Year 2024			
	Original Budget	Increase/ Decrease	As %	Proposed Amended
Beginning Fund Balance	\$ 2,166,423		\$	—
Revenue				
Interest Income	\$ 12,475	\$ —	—% \$	12,475
Total Revenue	\$ 12,475	\$ —	—% \$	12,475
Expenditures				
CIP	\$ 4,620,000	\$ 4,590,500	99% \$	9,210,500
Total Expenditures	\$ 4,620,000	\$ 4,590,500	99% \$	9,210,500
Revenues Less Expenditures	\$ (4,607,525)		\$	(9,198,025)
Trans In (Out)	\$ 5,000,000	\$ 4,198,025	84% \$	9,198,025
Net Change In Fund Balance	\$ 392,475		\$	—
Ending Fund Balance	\$ 2,558,898		\$	—

Lottery Fund

Proposed Amendments to FY24

- Carry over of \$5K for street banners from FY23
- Increase of \$66K for Community Events in conjunction with the opening of the Link
- Increase in transfer to CIP for carry over projects from FY23

Lottery Fund

	Fiscal Year 2024			
	Original Budget	Increase/Decrease	As %	Proposed Amended
Beginning Fund Balance	\$ 4,607,532		\$	4,621,849
Revenue				
Community Betterment	\$ 900,000	\$ —	—% \$	900,000
Lottery Rev for TX form 51	\$ 313,043	\$ —	—% \$	313,043
Interest Income	\$ 14,800	\$ —	—% \$	14,800
Total Revenue	\$ 1,227,843	\$ —	—% \$	1,227,843
Expenditures				
Personnel Services	\$ 102,563	\$ —	—% \$	102,563
Commodities	\$ 176,420	\$ 50,000	28% \$	226,420
Contractual Services	\$ 204,715	\$ —	—% \$	204,715
Other Charges	\$ 346,643	\$ 21,400	6% \$	368,043
Total Expenditures	\$ 830,341	\$ 71,400	9% \$	901,741
Revenues Less Expenditures	\$ 397,502		\$	326,102
Trans In (Out)	\$ (265,770)	\$ (245,000)	245% \$	(510,770)
Net Change In Fund Balance	\$ 131,732		\$	(184,668)
Ending Fund Balance	\$ 4,739,264		\$	4,437,181

Economic Development Fund

Proposed Amendments to FY24

- There are no proposed amendments to the FY24 budget
- Increase in fund balance is carry over from FY23 YEE

Economic Development Fund

	Fiscal Year 2024			
	Original Budget	Increase/ Decrease	As %	Proposed Amended
Beginning Fund Balance	\$ —		\$	202,140
Revenue				
Grantee Interest Payments	\$ 142,951	\$ —	—% \$	142,951
Total Revenue	\$ 142,951	\$ —	—% \$	142,951
Expenditures				
Other Charges	\$ 1,149,525	\$ —	—% \$	1,149,525
Total Expenditures	\$ 1,149,525	\$ —	9% \$	1,149,525
Revenues Less Expenditures	\$ (1,006,574)		\$	(1,006,574)
Trans In (Out)	\$ 1,006,574	\$ —	—% \$	1,006,574
Net Change In Fund Balance	\$ —	\$ —	—% \$	—
Ending Fund Balance	\$ 1		\$	202,141

Off Street Parking Fund

Proposed Amendments to FY24

- Carry over of \$500K for completion of Parking Garage #2.
- Addition of \$700K in capital expenditures for construction of surface parking area on Lot 12 City Centre.

Off Street Parking Fund

	Fiscal Year 2024			
	Original Budget	Increase/ Decrease	As %	Proposed Amended
Beginning Fund Balance	\$ 583,255			\$ 525,954
Revenue				
Interest Income	\$ 1,400	\$ —	—%	\$ 1,400
Total Revenue	\$ 1,400	\$ —	—%	\$ 1,400
Expenditures				
Commodities	\$ 11,354	\$ —	—%	\$ 11,354
Contractual Services	\$ 401,576	\$ —	—%	\$ 401,576
Maintenance	\$ 16,625	\$ —	—%	\$ 16,625
Other Charges	\$ 1,805,315	\$ —	—%	\$ 1,805,315
CIP	\$ —	\$ 1,200,000	—%	\$ 1,200,000
Total Expenditures	\$ 2,234,870	\$ 1,200,000	54%	\$ 3,434,870
Revenues Less Expenditures	\$ (2,233,470)			\$ (3,433,470)
Trans In (Out)	\$ 2,233,471	\$ 700,000	—%	\$ 2,933,471
Net Change In Fund Balance	\$ 1	\$ 700,000	—%	\$ (499,999)
Ending Fund Balance	\$ 583,255			\$ 25,954

Sewer Fund

Proposed Amendments to FY24

- Carry over of \$2.3M from FY23 for the completion of the sewer rehab project.
- Move \$20K from FY23 to FY24 for sanitary sewer project.

Sewer Fund

	Fiscal Year 2024			
	Original Budget	Increase/Decrease	As %	Proposed Amended
Beginning Fund Balance	\$ 1,050,539		\$	3,461,838
Revenue				
Sewer Charges	\$ 5,146,230	\$ —	—% \$	5,146,230
Interest Income	\$ 3,000	\$ —	—% \$	3,000
Other Income	\$ 21	\$ —	—% \$	21
Total Revenue	\$ 5,149,251	\$ —	—% \$	5,149,251
Expenditures				
Personnel Services	\$ 700,865	\$ —	—% \$	700,865
Commodities	\$ 36,785	\$ —	—% \$	36,785
Contractual Services	\$ 3,542,103	\$ —	—% \$	3,542,103
Maintenance	\$ 73,610	\$ —	—% \$	73,610
Other Charges	\$ 16,068	\$ —	—% \$	16,068
Capital Outlay	\$ 60,000	\$ —	—% \$	60,000
CIP	\$ —	\$ 2,320,000	—% \$	2,320,000
Total Expenditures	\$ 4,429,431	\$ 2,320,000	52% \$	6,749,431
Revenues Less Expenditures	\$ 719,820		\$	(1,600,180)
Trans In (Out)	\$ (701,827)	\$ —	—% \$	(701,827)
Net Change In Fund Balance	\$ 17,993	\$ —	—% \$	(2,302,007)
Ending Fund Balance	\$ 1,068,533		\$	1,159,832
Reserve Summary				
Operations Reserve	24%			26%
Target Operating Reserve	25%			25%
Over/(Under Target)	-1%			1%

Sewer Reserve Fund

Proposed Amendments to FY24

- No changes to the sewer reserve fund budget for FY24

Sewer Reserve Fund

	Fiscal Year 2024			
	Original Budget	Increase/ Decrease	As %	Proposed Amended
Beginning Fund Balance	\$ 2,195,073		\$	2,195,073
Revenue				
Interest Income	\$ 8,690	\$ —	—% \$	8,690
Total Revenue	\$ 8,690	\$ —	—% \$	8,690
Trans In (Out)	\$ 702,553	\$ —	—% \$	702,553
Net Change In Fund Balance	\$ 711,243	\$ —	—% \$	711,243
Ending Fund Balance	\$ 2,906,316		\$	2,906,316

Police Academy Fund

Proposed Amendments to FY24

- No changes to the Police Academy Fund budget for FY24

Police Academy Fund

	Fiscal Year 2024			
	Original Budget	Increase/ Decrease	As %	Proposed Amended
Beginning Fund Balance	\$ 142,152		\$	146,064
Revenue				
Police Academy Operating Rev	\$ 214,500	\$ —	—% \$	214,500
Interest Income	\$ 145	\$ —	—% \$	145
Total Revenue	\$ 214,645	\$ —	—% \$	214,645
Expenditures				
Personnel Services	\$ 190,459	\$ —	—% \$	190,459
Commodities	\$ 2,150	\$ —	—% \$	2,150
Contractual Services	\$ 10,450	\$ —	—% \$	10,450
Other Charges	\$ 5,500	\$ —	—% \$	5,500
Total Expenditures	\$ 208,559	\$ —	—% \$	208,559
Revenues Less Expenditures	\$ 6,086		\$	6,086
Ending Fund Balance	\$ 148,239		\$	152,151

TIF Funds

Proposed Amendments to FY24

- No changes to the TIF Fund budgets for FY24

TIF	Fiscal Year 2024				
	Revenue		Expenditures		Ending Balance
1A	\$	401,545	\$	401,545	\$ —
1B	\$	799,142	\$	799,142	\$ —
1C	\$	50,299	\$	50,299	\$ —
1D	\$	503,598	\$	503,598	\$ —

Qualified Sinking Fund

Proposed Amendments to FY24

- No changes to the Qualified Sinking Fund budget for FY24

Qualified Sinking Fund

	Fiscal Year 2024			
	Original	Increase/	As	Proposed
	Budget	Decrease	%	Amended
Beginning Fund Balance	\$ 781,626		\$	781,797
Revenue				
Interest Income	\$ 3,625	\$ —	—% \$	3,625
Total Revenue	\$ 3,625	\$ —	—% \$	3,625
Expenditures				
Capital Outlay	\$ 250,000	\$ —	—% \$	250,000
Total Expenditures	\$ 250,000	\$ —	—% \$	250,000
Revenues Less Expenditures	\$ (246,375)		\$	(246,375)
Trans In (Out)	\$ 250,000	\$ —	—% \$	250,000
Net Change In Fund Balance	\$ 3,625	\$ —	—% \$	3,625
Ending Fund Balance	\$ 785,251		\$	785,422

CIP FY23 Carry Over Projects to FY24

Capital Improvement Projects - Carry Over Projects FY23-FY24

CIP Projects			
Project Name	FY23 Budget		Carry over FY23-24
Space Needs Study - Library	\$	39,000	\$ 39,000
Wayfinding Implementation	\$	100,000	\$ 95,000
Municipal Campus Planning	\$	150,000	\$ 150,000
Reflection Plaza	\$	50,000	\$ 50,000
East La Vista Sewer/Pavement Rehab	\$	3,000,000	\$ 2,400,000
Giles Rd Wide M376 (230)	\$	50,000	\$ 50,000
Storm Sewer Inlet Top Repair	\$	150,000	\$ 150,000
Signalized Intersection Improvements	\$	56,000	\$ 56,000
Cimarron Woods Aux Culvert - Design Only	\$	45,500	\$ 35,000
72nd St Storm Sewer Pipe Reroute	\$	50,000	\$ 50,000
73rd Avenue Culvert Rehabilitation	\$	250,000	\$ 240,000
	\$	3,940,500	\$ 3,315,000

Redevelopment Projects			
Project Name	FY23 Budget		Carry over FY23-24
Central Park Phase 3 Impv	\$	500,000	\$ 490,000
The Link	\$	13,889,142	\$ 1,000,000
Central Park East Improvements	\$	500,000	\$ 215,000
Corridor 84 Streetscape 1A & 1B	\$	1,500,000	\$ 1,500,000
Corridor 84 Streetscape - Phase 1C	\$	165,000	\$ 125,000
	\$	16,554,142	\$ 3,330,000

Off Street Parking Projects			
Project Name	FY23 Budget		Carry over FY23-24
City Centre Parking #2	\$	9,354,000	\$ 500,000
	\$	9,354,000	\$ 500,000

Off Street Parking Projects			
Project Name	FY23 Budget		Carry over FY23-24
East La Vista Sewer/Pavement Rehab	\$	2,700,000	\$ 2,300,000
8110 Park View Sanitary Sewer	\$	20,000	\$ 20,000
	\$	2,720,000	\$ 2,320,000

All Funds Summary

Proposed Amendments to FY24

- Amendments result in a \$6.8M decrease to ending fund balance.
- Reduced revenue \$1.1M
- Carry over of CIP from FY23 \$9.4M
- New projects \$2.7M
- Expenditures carried over from FY23 \$345K
- Unforeseen additional expenditures \$191K

All Fund Balance

		Fiscal Year 2024				
Fund		Original	Original	Increase/	As	Proposed
		Budget	Budget Adj for FY23 YEE	Decrease	%	Amended
General	\$	13,970,583	\$ 14,171,519	\$ (1,525,910)	(9)%	\$ 12,645,616
Sewer	\$	1,068,531	\$ 3,479,830	\$ (2,320,000)	9 %	\$ 1,159,832
Debt Service	\$	6,004,559	\$ 5,591,170	\$ (4,812,950)	(32)%	\$ 4,058,222
Capital Improvement	\$	2,558,898	\$ 392,475	\$ (392,475)	(100)%	\$ —
Lottery	\$	4,739,265	\$ 4,508,582	\$ (316,400)	(6)%	\$ 4,437,181
Economic Development	\$	—	\$ 202,140	\$ —	— %	\$ 202,141
Off-Street Parking	\$	583,255	\$ 525,954	\$ (500,000)	— %	\$ 25,954
Redevelopment	\$	13,202,863	\$ 16,642,683	\$ (3,943,389)	(4)%	\$ 12,699,294
Police Academy	\$	148,238	\$ 152,150	\$ —	— %	\$ 152,151
TIF - City Centre Phase 1A	\$	—	\$ —	\$ —	— %	\$ —
TIF - City Centre Phase 1B	\$	(1)	\$ (1)	\$ —	— %	\$ (1)
TIF - City Centre Phase 1C	\$	—	\$ —	\$ —	— %	\$ —
TIF - City Centre Phase 1D	\$	—	\$ —	\$ —	— %	\$ —
Sewer Reserve	\$	2,906,309	\$ 2,906,316	\$ —	— %	\$ 2,906,316
Qualified Sinking Fund	\$	785,251	\$ 785,422	\$ —	— %	\$ 785,422
Ending Fund Balance		\$ 45,967,751	\$ 49,358,241	\$ (13,811,124)		\$ 39,072,127

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NO. 1455 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, 2022 AND ENDING ON SEPTEMBER 30, 2023; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2023 AND ENDING ON SEPTEMBER 30, 2024, AND TO AMEND AMOUNTS APPROPRIATED FOR THE FIRST AND SECOND YEARS OF SUCH BIENNIAL BUDGET FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2022 AND ENDING ON SEPTEMBER 30, 2023; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, 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.1455 is hereby amended to revise amounts of the current biennial budget specified for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023; and the Fiscal Year beginning October 1, 2023 and ending September 30, 2024 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, 2022, through September 30, 2023 and the fiscal year beginning October 1, 2023, through September 30, 2024, 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 FY23	Proposed Budget of Disbursements and Transfers FY24	Amount to be Raised by Property Tax Levy FY23	Amount to be Raised by Property Tax Levy FY24
General Fund	25,747,918.00	26,556,371.00	11,102,784.00	11,424,465.00
Sewer Fund	7,413,039.00	7,451,984.00	0.00	0.00
Sewer Reserve Fund	0.00	0.00	0.00	0.00
Debt Service Fund	11,346,960.00	14,447,513.00	888,223.00	913,957.00
Capital Fund	7,874,305.00	9,210,500.00	0.00	0.00
Lottery Fund	1,557,973.00	1,412,511.00	0.00	0.00
Economic Development	6,649,636.00	1,149,525.00	0.00	0.00
Off-Street Parking Redevelopment Fund	11,640,079.00	3,434,870.33	0.00	0.00
Police Academy	20,752,806.00	9,646,109.00	0.00	0.00
TIF – City Centre Phase 1A	202,265.00	208,559.00	0.00	0.00
TIF – City Centre Phase 1B	389,569.00	401,545.00	0.00	0.00
Qualified Sinking Fund	491,954.00	799,142.00	0.00	0.00
TIF – City Centre Phase 1C	0.00	250,000.00	0.00	0.00
TIF – City Centre Phase 1D	48,302.00	50,299.00	0.00	0.00
	21,672.00	503,598.00	0.00	0.00
Total All Funds	94,136,478.00	75,522,525.00	11,991,007.00	12,338,422.00

Section 3. Section 1 of Ordinance No. 1455, 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 5TH DAY OF SEPTEMBER 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, TO INCREASE THE BASE OF RESTRICTED FUNDS AUTHORITY IN THE FISCAL YEAR 2024 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 2024 municipal budget on September 5, 2023; 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 2024 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 2024 municipal budget by an additional one percent.

PASSED AND APPROVED THIS 5TH DAY OF SEPTEMBER 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA
SETTING THE CITY'S PROPERTY TAX REQUEST FOR THE FISCAL YEAR 2023-2024.

WHEREAS, Nebraska Revised Statute 77-1633(4) provides that the Governing Body of the City of La Vista passes by a majority vote a resolution setting the tax request; and

WHEREAS, Public hearings were 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 2023 – 2024 property tax request be set at \$12,338,422.00.
2. The total assessed value of property differs from last year's total assessed value by 12%.
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 \$.5247 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 decrease from last year's by 19%.
6. A copy of this resolution be certified and forwarded to the Sarpy County Clerk on or before October 15, 2023.

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 - \$11,424,465.00 (\$0.50 mill levy)

Bond Fund - \$913,957.00 (\$0.04 mill levy)

A copy of this resolution and other required documents be certified and forwarded to the County Clerk 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 5TH DAY SEPTEMBER 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

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FY24 Tax Levy 09.05.2023.Docx

ORDINANCE NO. 1489

AN ORDINANCE TO AMEND ORDINANCE NO. 1475, 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)
Small Wireless Facilities	\$500 per application for up to five small wireless facilities
Support Structure for Small Wireless Facilities	\$250 per structure
Eligible Facilities Permit	\$250 per application (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
<u>Temporary Structures/Fencing/etc related to Events</u>	<u>\$50/day</u>
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	\$100.00
21-50 devices	\$200.00
51-100 devices	\$300.00
101-200 devices	\$400.00
201-500 devices	\$500.00
Over 500 devices	\$500.00 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

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
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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
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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
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	\$ 50/1 st 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 and Drinking Places,	Effective March 1, 2023 – Occupation tax of 1% of gross receipts pursuant to Municipal Code Sections 113.40 through 113.46

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

based on the square footage of the entire main floor plus one-half (1/2) of the square footage of all such basement and additional floors.

0	999 sq. ft.	\$ 50
1,000	2,999 sq. ft.	\$ 65
3,000	4,999 sq. ft.	\$ 80
5,000	7,999 sq. ft.	\$ 120
8,000	9,999 sq. ft.	\$ 150
10,000	14,999 sq. ft.	\$ 200
15,000	24,999 sq. ft.	\$ 225
25,000	39,999 sq. ft.	\$ 300
40,000	59,999 sq. ft.	\$ 400
60,000	99,999 sq. ft.	\$ 500
100,000	and greater	\$ 750
Schools – trade schools, dance schools, music schools, nursery school or any type of school operated for profit		
		\$ 50
Service providers, such as persons, firms partnerships or corporations delivering any product, good or service whatsoever in nature within the City		
		\$ 75
Service stations selling oils, supplies, accessories for service at retail		
		\$ 75 + \$25.00 for attached car wash
Telephone Companies (includes land lines, wireless, cellular, and mobile)		
		5% of gross receipts
Telephone Surcharge - 911		
		\$1.00 per line per month
Tobacco License		
		\$ 15 (based on State Statute)
Tow Truck Companies		
		\$ 75
Late Fee (Up to 60 days)		
		\$ 35
Late Fee (60-90 days)		
		\$ 75
Late Fee (over 90 days)		
		Double Occupation tax or \$100, whichever is greater
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
Charging Station Fees		
Standard Charge Station		
		\$2/hr. – First 6 hours \$0.33/min. after 6 hours

Rapid Charge Station	\$5/hr. – First 2 hours \$.033/min. after 2 hours
Community Garden Plot Rental	\$20 annually
Conflict Monitor Testing	\$200
Cat License Fee (per cat – limit 3)	\$12 each if spayed/neutered \$25 each if not spayed/neutered
Late Fee	\$10 each if spayed/neutered
Late Fee	\$20 each if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog License Fee (per dog – limit 3)	\$12 each if spayed/neutered \$ 25 each if not spayed/neutered
Late Fee	\$10 each if spayed/neutered
Late Fee	\$20 each if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog/Cat License Handling Fee (in addition to above fees)	\$5
Dog or Cat License Replacement if Lost	\$6
Dog or Cat Capture and Confinement Fee	\$10 + Boarding Costs
MAXIMUM OF 4 DOGS AND/OR CATS WITH NO MORE THAN 3 OF EITHER SPECIES	
Election Filing Fee	1% of Annual Position Salary
Fireworks Sales Permit (Non-Profits)	\$2,000
Handicap Parking Permit Application Fee State	\$ Currently Not Charging Per
Natural Gas Franchisee Rate Filing Fee (For rate changes not associated w/the cost of purchased gas.)	Per Agreement
Open Burning Permit	\$ 10
Parking Permit Fees:	
Monthly Parking – Covered Stall	\$50/Month per permit
Monthly Parking – Uncovered Stall	\$25/Month per permit
Monthly Parking – Business Reserved	\$100/Month per permit
Off-Street Parking – Parking Structure No. 1	3 hours free (\$0), after which \$1.00/hr. up to \$10/day (Parking Day runs 6a.m. – 6a.m.)
Off-Street Parking – Parking Structure No. 2	\$1.00/hour up to \$10/day (Parking Day runs 6a.m.- 6a.m.)_
On-Street Parking – free (\$0) with three (3) hour limit	
Parking Ticket Fees	
If paid within 7 days of violation date	\$ 20 (\$5 + \$15 admin fee)
If paid after 7 days of violation date but within 30 days	\$ 25 (\$10 + \$15 admin fee)
If paid after 30 days of violation date	\$ 35 (\$20 + \$15 admin fee)
Pawnbroker Permit Fees:	

Initial	\$ 150
Annual Renewal	\$ 100
Pet Store License	\$ 50 (In addition to Occ. License)

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 (after first 4 hours) + 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)

RESCUE SQUAD FEES

Basic Life Support Emergency	\$ 750
Basic Life Support Non-Emergency	\$ 750
Advanced Life Support Emergency I	\$ 850
Advanced Life Support Emergency 2	\$1050
Advanced Life Support Non-Emergency	\$ 850
Mileage – per loaded mile	\$ 17

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	\$5.00 processing fee + actual cost
Color Copies	\$.50
Copies	\$.10
PLA filament	\$.10/gram
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

Makerspace Fees

3D Printer	\$.10/gram
Laser Cutter	
1/8 inch 8x12	\$.50
1/8 inch 12x12	\$ 1.00
1/8 inch 12x16	\$ 1.25
1/4 inch 8x12	\$.75
1/4 inch 12x12	\$ 1.10
1/4 inch 12x16	\$ 1.50
Glassware	\$ 1.50
Cork Coaster	\$.35
White Chipboard Coasters	\$.35
Glass trivets/cutting boards	\$ 1.50
Small Bevel Mirrors	\$ 1.50
Heat Press & Mug Press	
Sublimation paper	\$ 1.00.sheet
Mugs	\$ 2.00
Ceramic Tiles	\$ 1.00
Bags	\$.75
Button Maker	
Pins (3 part)	\$.35
Magnets	\$.35
Bottle openers	\$.35
Mylar rings	\$.10

RECREATION FEES

Refund Policy (posted at the Community Center) \$10.00 administrative fee on all approved refunds

Late Registration Fee \$10.00

Community Center

	Resident	Non-Resident	Business Groups
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

	Resident	Non-Resident	Business Groups
Pickleball Court	\$7/hour	\$10/hour	
Seniors 55+	Free	\$2/hour	
Racquetball/Walleyball Court	\$ 7/Hour	\$ 10/Hour	\$ 10/Hour
Stage (Rental)	\$ 12/Hour	\$ 22/Hour	\$ 27/Hour

Facility Usage	Resident	Non-Resident
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

Contractor	City
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

The Link

Base Rental Fee Entire Facility \$1,000

User supplies operating staff and is responsible for all cleaning and trash removal.

Parks

Open Green Space	\$100/Event
	Resident Non Resident

Model Airplane Flying		
Field Pass	\$30*	\$40*
* includes \$10 club membership 1 – year license		
Park Shelters	\$15/3 hours	\$25/3 hours
Swimming Pool	Resident	Non-Resident
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	Resident	Non-Resident
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
Adult Recreation Programs	Resident	Non-Resident
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	

<u>Special Services Van Fees</u>	
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 - ~~-\$12.97~~13.23 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 - ~~\$13.94~~14.19 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 - ~~\$13.94~~14.19 per month. For sewer service users in this category that require manual billing, add \$10.00 for a total of ~~\$23.94~~24.19. 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 ~~\$4.44~~4.66 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	\$1,432
Duplex	\$1,364/unit	\$1,432/unit
Multiple Family	\$ 1,064/unit	\$1,117/unit
Commercial/Industrial	\$7,407/acre of land as platted	\$7,777/acre of land as platted
Park/Common Area (incl. Athletic Fields)		\$435/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. 14751489. Ordinance No. ~~1475-1489~~ as originally approved on ~~February 7~~ July 18, 2023 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 ~~18TH~~5TH DAY OF ~~JULY~~SEPTEMBER 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 5, 2023 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 FY24 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 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 FY24.

FISCAL IMPACT

The FY24 municipal budget includes funding for the proposed amendments.

RECOMMENDATION

Approval and waiver of three readings.

BACKGROUND

The mid-biennium budget for FY24 reflects pay adjustments in the employee performance evaluation and compensation methodologies for employees not covered by a collective bargaining agreement. 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.

The proposed budget for FY24 also includes allowance for auto and cellular phone. Staff proposed no changes to the auto and cellular phone allowances.

ORDINANCE NO. 1485

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	25
Human Resources Director	25
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
Assistant Finance Director	21
Assistant to City Administrator	18
Assistant Recreation Director	19
Associate Planner (Planner II)	19
Building Superintendent	20
Chief Building Official	20
Communication Manager	20
Community Events Coordinator	18
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 - Assistant Director/Youth Services	18
Park Superintendent	20
Police Captain	23

Police Records Manager/Office Manager	14
Senior Planner (Planner III)	20
Position (salaried exempt cont.)	Pay Grade
Police Training Director	20
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
Assistant Planner (Planner I)	17
Building Inspector II	16
Building Maintenance Worker I	9
Building Maintenance Worker II	11
Building Technician	13
Code Enforcement Officer	12
Communication Specialist	15
Engineer Assistant	18
Executive Assistant	13
Human Resources Generalist	15
Landscape Gardener	11
Librarian I	15
Librarian II – Computer/Reference Services	16
Maintenance Worker I	9
Maintenance Worker II	11
Mechanic	11
Park Foreman	14
Permit Technician	8
Police Sergeant	426
Police Officer	423
Police Data Entry Clerk	6
Sewer Foreman	14
Shop Foreman	15
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	D
Circulation Clerk I	A
Circulation Clerk II	D
Clerical Assistant/Receptionist	D
Custodian	C
Evidence Technician	F
Intern/Special Projects	D
Lifeguard	B
Part-time & Seasonal PW All Divisions	C
Pool Manager	F
Recreation Attendant	A
Recreation Attendant – Events	E
Shop Assistant	C
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 2023 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 that encompass the annual La Vista celebration outside of their normally scheduled workday. 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 be used in installments of 15 minute increments. 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 workday.

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	Midpoint	Maximum
32	Hourly	73.85	88.63	103.42
	Annual	153,599	184,354	215,109
31	Hourly	68.96	82.77	96.58
	Annual	143,442	172,163	200,884
30	Hourly	64.43	77.34	90.24
	Annual	134,024	160,864	187,703
29	Hourly	60.26	72.33	84.41
	Annual	125,346	150,456	175,567
28	Hourly	56.37	67.66	78.95
	Annual	117,255	140,734	164,213
27	Hourly	52.81	63.38	73.96
	Annual	109,838	131,838	153,839
26	Hourly	49.48	59.39	69.31
	Annual	102,922	123,541	144,160
25	Hourly	46.39	55.68	64.97
	Annual	96,483	115,808	135,133
24	Hourly	43.56	52.28	61.00
	Annual	90,611	108,751	126,890
23	Hourly	40.90	49.09	57.28
	Annual	85,065	102,106	119,147
22	Hourly	38.46	46.16	53.86
	Annual	79,997	96,016	112,035
21	Hourly	36.21	43.46	50.72
	Annual	75,321	90,404	105,488
20	Hourly	34.12	40.96	47.80
	Annual	70,971	85,195	99,420
19	Hourly	32.18	38.62	45.07
	Annual	66,925	80,334	93,743
18	Hourly	30.40	36.48	42.57
	Annual	63,228	75,886	88,545
17	Hourly	28.72	34.48	40.23
	Annual	59,748	71,710	83,673

Grade		Minimum	Midpoint	Maximum
16	Hourly	27.19	32.63	38.07
	Annual	56,550	67,871	79,192
15	Hourly	25.76	30.92	36.08
	Annual	53,571	64,304	75,038
14	Hourly	24.44	29.34	34.24
	Annual	50,830	61,020	71,210
13	Hourly	23.23	27.89	32.54
	Annual	48,329	58,008	67,686
12	Hourly	22.08	26.51	30.93
	Annual	45,936	55,137	64,337
11	Hourly	21.04	25.25	29.47
	Annual	43,761	52,527	61,292
10	Hourly	20.08	24.10	28.13
	Annual	41,760	50,134	58,508
9	Hourly	19.18	23.02	26.85
	Annual	39,890	47,872	55,854
8	Hourly	18.35	22.03	25.70
	Annual	38,171	45,817	53,462
7	Hourly	17.59	21.11	24.63
	Annual	36,584	43,903	51,222
6	Hourly	16.87	20.25	23.63
	Annual	35,083	42,119	49,155
5	Hourly	16.22	19.47	22.71
	Annual	33,734	40,488	47,241
4	Hourly	15.58	18.70	21.82
	Annual	32,408	38,900	45,392
3	Hourly	15.04	18.05	21.06
	Annual	31,277	37,541	43,805
2	Hourly	14.51	17.42	20.33
	Annual	30,189	36,236	42,282

Full Time Wages

Grade	-	Minimum	Midpoint	Maximum	-	Grade	-	Minimum	Midpoint	Maximum
32	Hourly	72.75	87.32	101.89	-	16	Hourly	26.79	32.15	37.51
-	Annual	151,329	181,629	211,930	-	-	Annual	55,715	66,868	78,022
31	Hourly	67.94	81.55	95.15	-	15	Hourly	25.37	30.46	35.54
-	Annual	141,322	169,619	197,915	-	-	Annual	52,779	63,354	73,929
30	Hourly	63.48	76.20	88.91	-	14	Hourly	24.08	28.90	33.73
-	Annual	132,044	158,487	184,930	-	-	Annual	50,079	60,118	70,157
29	Hourly	59.37	71.27	83.16	-	13	Hourly	22.89	27.48	32.06
-	Annual	123,493	148,233	172,972	-	-	Annual	47,615	57,150	66,686
28	Hourly	55.54	66.66	77.78	-	12	Hourly	21.76	26.12	30.47
-	Annual	115,522	138,654	161,787	-	-	Annual	45,257	54,322	63,386
27	Hourly	52.03	62.45	72.87	-	11	Hourly	20.73	24.88	29.03
-	Annual	108,215	129,890	151,565	-	-	Annual	43,115	51,750	60,386
26	Hourly	48.75	58.52	68.28	-	10	Hourly	19.78	23.75	27.71
-	Annual	101,401	121,715	142,029	-	-	Annual	41,143	49,393	57,643
25	Hourly	45.70	54.85	64.01	-	9	Hourly	18.89	22.68	26.46
-	Annual	95,058	114,097	133,136	-	-	Annual	39,300	47,165	55,029
24	Hourly	42.92	51.51	60.10	-	8	Hourly	18.08	21.70	25.32
-	Annual	89,272	107,143	125,015	-	-	Annual	37,607	45,140	52,672
23	Hourly	40.29	48.36	56.44	-	7	Hourly	17.33	20.80	24.26
-	Annual	83,808	100,597	117,386	-	-	Annual	36,043	43,254	50,465
22	Hourly	37.89	45.48	53.07	-	6	Hourly	16.62	19.95	23.28
-	Annual	78,815	94,597	110,379	-	-	Annual	34,564	41,497	48,429
21	Hourly	35.68	42.82	49.97	-	5	Hourly	15.98	19.18	22.38
-	Annual	74,208	89,068	103,929	-	-	Annual	33,236	39,889	46,543
20	Hourly	33.62	40.35	47.09	-	4	Hourly	15.35	18.43	21.50
-	Annual	69,922	83,936	97,950	-	-	Annual	31,929	38,325	44,722
19	Hourly	31.70	38.05	44.40	-	3	Hourly	14.81	17.78	20.75
-	Annual	65,936	79,147	92,358	-	-	Annual	30,814	36,986	43,157
18	Hourly	29.95	35.94	41.94	-	2	Hourly	14.30	17.16	20.03
-	Annual	62,293	74,765	87,236	-	-	Annual	29,743	35,700	41,657
17	Hourly	28.30	33.97	39.63	-	-	-	-	-	-
-	Annual	58,865	70,650	82,436	-	-	-	-	-	-

Part-Time, Seasonal and Temporary
Employee Wages

Grade		Minimum	Midpoint	Maximum
A	Hourly	11.53	13.83	16.13
	Annual	11,992	14382.55	16,773
B	Hourly	13.23	15.87	18.52
	Annual	13,757	16508.33	19,260
C	Hourly	14.32	17.14	19.97
	Annual	14,888	17829.65	20,771
D	Hourly	14.39	17.25	20.12
	Annual	14,964	17943.84	20,924
E	Hourly	16.42	19.71	23.00
	Annual	17,074	20499.48	23,925
F	Hourly	17.17	20.64	24.10
	Annual	17,857	21461.92	25,067
G	Hourly	18.88	22.67	26.46
	Annual	19,640	23577.12	27,514
H	Hourly	24.39	29.49	34.60
	Annual	25,361	30672.55	35,984

~~Part-Time, Seasonal and Temporary~~
~~Employee Wages~~

Grade	-	Minimum	Midpoint	Maximum
A	Hourly	11.36	13.62	15.89
	Annual	—11,814	—14,165	—16,526
B	Hourly	13.03	15.64	18.25
	Annual	—13,554	—16,264	—18,975
C	Hourly	14.10	16.89	19.68
	Annual	—14,668	—17,566	—20,464
D	Hourly	14.18	17.00	19.82
	Annual	—14,743	—17,679	—20,614
E	Hourly	16.17	19.42	22.66
	Annual	—16,822	—20,197	—23,572
F	Hourly	16.92	20.33	23.75
	Annual	—17,593	—21,145	—24,697
G	Hourly	18.61	22.34	26.06
	Annual	—19,350	—23,229	—27,107
H	Hourly	24.02	29.06	34.09
	Annual	—24,986	—30,219	—35,453

Fraternal Order of Police

Table 400						
FOP Collective Bargaining						
Hourly Non-Exempt						
Rate	A	B	C	D	E	F
426 Pay Grade						
Hourly				\$ 44.10	\$ 45.93	\$ 48.85
Monthly				\$ 7,644	\$ 7,961	\$ 8,467
Annually				\$ 91,728	\$ 95,534	\$ 101,608
423 Pay Grade						
Hourly	\$ 28.91	\$ 30.86	\$ 33.93	\$ 35.90	\$ 39.19	\$ 41.22
Monthly	\$ 5,011	\$ 5,349	\$ 5,881	\$ 6,223	\$ 6,793	\$ 7,145
Annually	\$ 60,133	\$ 64,189	\$ 70,574	\$ 74,672	\$ 81,515	\$ 85,738

Section 21. Repeal of Ordinance No. ~~1474-1485~~ Ordinance No.1474-1485 originally passed and approved on the ~~17th-16th~~ day of ~~January-May~~ 2023 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 ~~16TH-5TH~~ DAY OF ~~MAY-SEPTEMBER~~ 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
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 FY23 and FY24 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 5TH DAY OF SEPTEMBER 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
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 landline 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 5, 2023 AGENDA**

Subject:	Type:	Submitted By:
CONDITIONAL USE PERMIT – LOT 5 VAL VISTA REPLAT ONE	◆ RESOLUTIONS (2) ORDINANCE RECEIVE/FILE	CALE BRODERSEN ASSOCIATE CITY PLANNER

SYNOPSIS

A public hearing has been scheduled for Council to consider an application for a Conditional Use Permit for Olympus Pines, LLC to allow for the construction and operation of a Tommy's Car Wash on Lot 5 Val Vista Replat One, generally located southeast of the intersection of S. 108th Street and Brentwood Drive.

FISCAL IMPACT

None.

RECOMMENDATION

Approval of the Conditional Use Permit for Olympus Pines, LLC.

BACKGROUND

A public hearing has been scheduled and resolution prepared for Council to consider an application for a Conditional Use Permit for Olympus Pines, LLC to allow for the construction and operation of a Tommy's Car Wash on Lot 5 Val Vista Replat One, generally located southeast of the intersection of S. 108th Street and Brentwood Drive.

In relation to the proposed development, the applicant will be required to contribute to the cost of off-site traffic improvements including a signal at 108th Street and Brentwood Drive, and the conversion of the intersection at 107th Street and Giles Road to right-in, right-out only, at such time that the improvements are warranted and constructed. A resolution has been prepared for Council to consider an improvements agreement that outlines the terms of such contribution to the public improvements.

A detailed staff report is attached.

The Planning Commission held a public hearing on August 17, 2023, and voted 6-0 to recommend approval of the Conditional Use Permit for Olympus Pines, LLC for a totally enclosed, automated and conveyor-style car wash on Lot 5 Val Vista Replat One, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance, subject to satisfaction of all applicable requirements, including approval and execution of a development agreement.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR OLYMPUS PINES, LLC TO ALLOW FOR THE CONSTRUCTION AND OPERATION OF A TOTALLY ENCLOSED, AUTOMATED AND CONVEYOR STYLE CAR WASH ON LOT 5 VAL VISTA REPLAT ONE.

WHEREAS, Olympus Pines, LLC has applied for a Conditional Use Permit to allow for the construction and operation of a Tommy's Car Wash on Lot 5 Val Vista Replat One; and

WHEREAS, the La Vista Planning Commission has reviewed the application and recommends 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 authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, with such modifications that the City Administrator or City Attorney may determine necessary or advisable, for Olympus Pines, LLC to allow for the construction and operation of a Tommy's Car Wash on Lot 5 Val Vista Replat One.

PASSED AND APPROVED THIS 5TH DAY OF SEPTEMBER 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA
APPROVING AN IMPROVEMENTS AGREEMENT FOR LOT 5 VAL VISTA REPLAT ONE.

WHEREAS, the City Council did on September 5, 2023, approve of a Conditional Use Permit for Olympus Pines, LLC to construct and operate a Tommy's Car Wash on Lot 5 Val Vista Replat One; and

WHEREAS, the Developer, Olympus Pines, LLC agreed to execute the Improvements Agreement satisfactory in form and content to the City;

NOW THEREFORE, BE IT RESOLVED, that the Improvements Agreement be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute the same on behalf of the City, subject to any specified conditions of Council and any revisions that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 5TH DAY OF SEPTEMBER 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



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

CASE NUMBERS: PCUP23-0001;

FOR HEARING ON: SEPTEMBER 5, 2023
REPORT PREPARED ON: AUGUST 21, 2023

I. GENERAL INFORMATION

A. APPLICANT(S):

Olympus Pines
Attn: Andrew Towne
6211 Highland Dr. #3051
Salt Lake City, UT 84121

B. PROPERTY OWNERS:

Giles Road No 2, LLC
2110 N 117th Ave
Omaha, NE 68164

C. LOCATION: 10779 Hillcrest Plaza, La Vista, NE 68128, generally located southeast of the intersection of Brentwood Drive and S. 108th Street.

D. LEGAL DESCRIPTION: Lot 15 Val Vista Replat One.

E. REQUESTED ACTION(S): Approval of a Conditional Use Permit for Tommy's Express Carwash for a totally enclosed, automated and conveyor-style car wash.

F. EXISTING ZONING AND LAND USE: C-2 General Commercial Zoning District and Gateway Corridor District (Overlay District) with sub-area Secondary Overlay (Special Corridor).

G. PURPOSE OF REQUEST: Applicant is seeking to construct and operate a Tommy's Express car wash on Lot 15 Val Vista Replat One, which requires approval of a Conditional Use Permit. The proposed car wash operation would include a 4,625 square foot car wash tunnel/building, in addition to accessory vacuums and cleaning supplies for customer use.

H. SIZE OF SITE: Approximately 1.66 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	Urban Medium-Intensity Residential Urban Medium-Intensity Residential	C-2 General Commercial Zoning District and Gateway Corridor District (Overlay District) with sub-area Secondary Overlay (Special Corridor)	Vacant Property
East	Urban Medium-Intensity Residential	C-2 General Commercial Zoning District and Gateway Corridor District (Overlay District) with sub-area Secondary Overlay (Special Corridor)	Vacant Property
South	Urban Commercial	C-2 General Commercial Zoning District and Gateway Corridor District (Overlay District) with sub-area Secondary Overlay (Special Corridor)	Vacant Property
West	Industrial	I-1 Light Industrial Zoning District and Gateway Corridor District (Overlay District)	Future site of the Elite Glass Warehouse/Office Building

B. RELEVANT CASE HISTORY:

1. Not Applicable.

C. APPLICABLE REGULATIONS:

1. Section 5.11 of the City of La Vista Zoning Ordinance – C-2 General Commercial Zoning District
2. Section 5.17 of the City of La Vista Zoning Ordinance – Gateway Corridor District (Overlay District)
3. Article 6 of the City of La Vista Zoning Ordinance – Conditional Use Permits

III. ANALYSIS

A. COMPREHENSIVE PLAN:

1. The Future Land Use Map of the La Vista Comprehensive Plan designates this property as Urban Commercial. The La Vista Land Use Plan lists the C-2 General Commercial District as a potential compatible zoning district within the Urban Commercial designation, and indicates the property as intended for commercial development.

The area directly to the east of this site is designated as Urban Medium-Intensity Residential in the Comprehensive Plan. This designation allows for a rezoning to permit the development of a variety of residential uses including, but not limited to, multi-family or senior living type uses. Therefore, care must be taken to provide for compatible commercial uses and their traffic and noise impacts on the surrounding area.

B. OTHER PLANS: N/A.

C. TRAFFIC AND ACCESS:

1. The proposed development would have two access driveways off of Hillcrest Plaza.
2. A traffic impact analysis prepared by Kimely Horn & Associates for the proposed development was submitted by the applicant. The City contracted with a third-party engineering firm, HDR, to review the submitted traffic impact analysis and verify the results and recommendations. The summary from the applicant's first analysis, HDR's third-party review letter, and the applicant's response letter and revised analysis (without appendices) are attached to this staff report.
3. The third-party review indicated the need for additional stacking capacity to ensure vehicles do not queue out onto the public roadway during peak times as the demand approaches operating capacity. The analysis also recommended various public improvements discussed below.
4. The City requires that all vehicle stacking related to the use (in this case, the car wash) be accommodated on-site without impeding traffic on the adjoining roadway (free-flowing, one-way vehicle travel in both directions). In order to accommodate additional vehicle stacking capacity that may be needed during peak times, the applicant will be required to construct a right-turn lane on their property.

With the addition of this right turn lane, the car wash site can accommodate stacking for 44 vehicles before entering the car wash tunnel. A site plan that depicts the vehicle stacking capacity is included in the draft conditional use permit, attached to this staff report.

5. In addition to the construction of the right turn lane described above, the applicant will be required to contribute to the cost of additional public improvements including conversion of the intersection at S. 107th Street & Giles Road to right-in right-out only and construction of a traffic signal at S. 108th Street and Brentwood Drive. The applicant will be required to reimburse the City for 10% of the cost of the traffic improvements, at such time as they are warranted and constructed, and the terms of such cost share are outlined in the Improvements Agreement attached to this report, that must be recorded with the Sarpy County Register of Deeds along with this Conditional Use Permit.
6. The operating statement discloses the applicant's operational plans for how to handle increased traffic on busy days to ensure that vehicle queuing does not stack out onto Hillcrest Plaza. One of these measures is to temporarily close off the southern-most driveway access and to route the queue through the site from the northern driveway access for additional stacking capacity. In this worst-case scenario, 67 vehicles could be accommodated onsite before vehicles impeded traffic flow on Hillcrest Plaza. A site plan that depicts the vehicle stacking capacity in this scenario is included in the draft conditional use permit, attached to this staff report. A condition is included in the CUP that requires this operating scenario in the event that stacking cannot be contained within the site and turn lane. Based on the analysis of HDR's third-party review, the additional stacking capacity provided through the site plan revisions, and conditions within the proposed CUP, staff believes that the proposed maximum on-site stacking for 67 cars is adequate to meet potential future peak demand.

D. UTILITIES:

1. The property has access to all necessary utilities.

E. PARKING REQUIREMENTS:

1. Paved parking capacity on the site exceeds the minimum off-street parking required by Section 7.06 of the La Vista Zoning Ordinance.

IV. REVIEW COMMENTS:

1. This site for this proposed car wash is directly adjacent to Lots 6 and 7 Val Vista Replat One which is designated on the Comprehensive Plan's Future Land Use Map as Urban Medium-Intensity Residential. Due to the close proximity of this site to potential future residential development, close attention was paid through the review process to the potential noise, light, traffic, and design impacts from the proposed facility. Consideration of these factors is discussed in the following review comments.
2. A noise study was provided by the applicant to model the potential noise levels (measured in decibels) throughout the site and beyond into neighboring properties.

The Federal Highway Administration (FHWA) has published guidelines for preparing noise studies and conducting noise abatement measures in the Code of Federal Regulations (CFR) Part 772 which help protect the health and welfare of the general public and provide noise abatement criteria. Specifically, a noise impact occurs when either the noise level approaches or exceeds the noise abatement criteria activity level, which is considered 67 decibels (at exterior measurement) in a residential area, or when the predicted noise level substantially exceeds the existing sound level. The "approach" criterion has been defined as 1 dBA less than the abatement criteria, which would be 66 dBA for residential. "Substantially exceeds" is defined as 15 dBA or more.

The study was prepared with the assumption that the tunnel would be set for maximum through-put, and all vacuums would be running (the worst-case scenario), and the study shows that noise levels would be below 66 dBA (the noise impact level) at the building setback line for the neighboring properties where future residential development is contemplated. The noise study exhibit map is attached to this staff report.

The orientation of the car wash tunnel and location of vacuums on the site also help reduce the potential negative impacts of noise. The loudest area for this model of car washes is the tunnel exit as the machinery and blowers produce the most noise. The tunnel exit for this site faces south where only one commercial property is located and then Giles right-of-way. Additionally, the vacuums (also a potential area of concern) are located on the west side of the building, so the building serves to block some of the noise from the adjacent property where potential residential development could occur.

The applicant has also proposed to construct a noise mitigation barrier on the southeast side of the tunnel exit to further reduce noise pollution emanating from the machinery and blowers.

3. A photometric plan was submitted and reviewed to ensure that no significant light pollution was present on adjacent properties as per Section 6.05.09 of the Zoning Ordinance.
4. The building design and landscaping plans must be reviewed by La Vista's third-party design review architect for conformance with the Gateway Corridor District Design Guidelines and the requirements of the Gateway Corridor Overlay District and the Sub-Area Secondary Overlay (Special Corridor). Substantial completion of this process must be achieved prior to submitting an application for building permit.
5. A high-level preliminary review of the building elevations has been performed to ensure that the building design would appropriately fit in with the surrounding development. Several preliminary changes were made through the review process to make the design better fit-in with the surrounding development, including some color changes on various fixtures/materials. Preliminary building elevations are attached to the Conditional Use Permit draft attached to this staff report. Final exhibits related to the building/site design will need to be incorporated into the Conditional Use Permit prior to the recording of the document.
6. Trench drains will be installed at the entrance and exit of the car wash tunnel to ensure that water used in the operations are contained on site. In addition, the site will be sloped in such a manner that stormwater will flow toward the building, into the conveyor pit/trench drains, and will go through the water reclamation system.
7. Fire hydrants have yet to be installed along Hillcrest Plaza (a private roadway) and such hydrants will be required to be installed as part of the development along Hillcrest Plaza. The locations and specifications for such hydrants shall be approved by the Fire Marshal prior to building permit approval.
8. The applicant has submitted an Operating Statement that provides the operational details that the car wash will abide by. This includes the hours of operation of the car wash facility (7:00 AM to 8:00 PM daily) and other operational characteristics. This Operating Statement has been included within the proposed Conditional Use Permit as "Exhibit B".

V. STAFF RECOMMENDATION – CONDITIONAL USE PERMIT:

Staff recommends approval of the Conditional Use Permit for Olympus Pines for a totally enclosed, automated and conveyor-style car wash on Lot 15 Val Vista Replat One, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance, subject to satisfaction of all applicable requirements, including approval and execution of a development agreement.

VI. PLANNING COMMISSION RECOMMENDATION – CONDITIONAL USE PERMIT:

The La Vista Planning Commission held a public hearing on August 17, 2023 and voted 6-0 to recommend approval of the Conditional Use Permit for Olympus Pines for a totally enclosed, automated and conveyor-style car wash on Lot 15 Val Vista Replat One, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance, subject to satisfaction of all applicable requirements, including approval and execution of a development agreement.

VII. ATTACHMENTS TO REPORT:

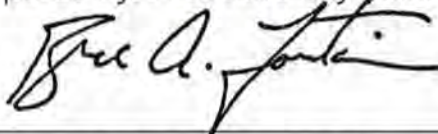
- A. Vicinity Map
- B. Review and response letters
- C. Draft Conditional Use Permit with Site Plan, Operating Statement, Building Elevations, Peak Time Operating Scenario Site Plan, Photometric Plan, and Sound Map with Noise Mitigation Barrier
- D. Improvements Agreement
- E. Traffic Impact Analyses

VIII. COPIES OF REPORT SENT TO:

- A. Andrew Towne, Olympus Pines
- B. Public Upon Request



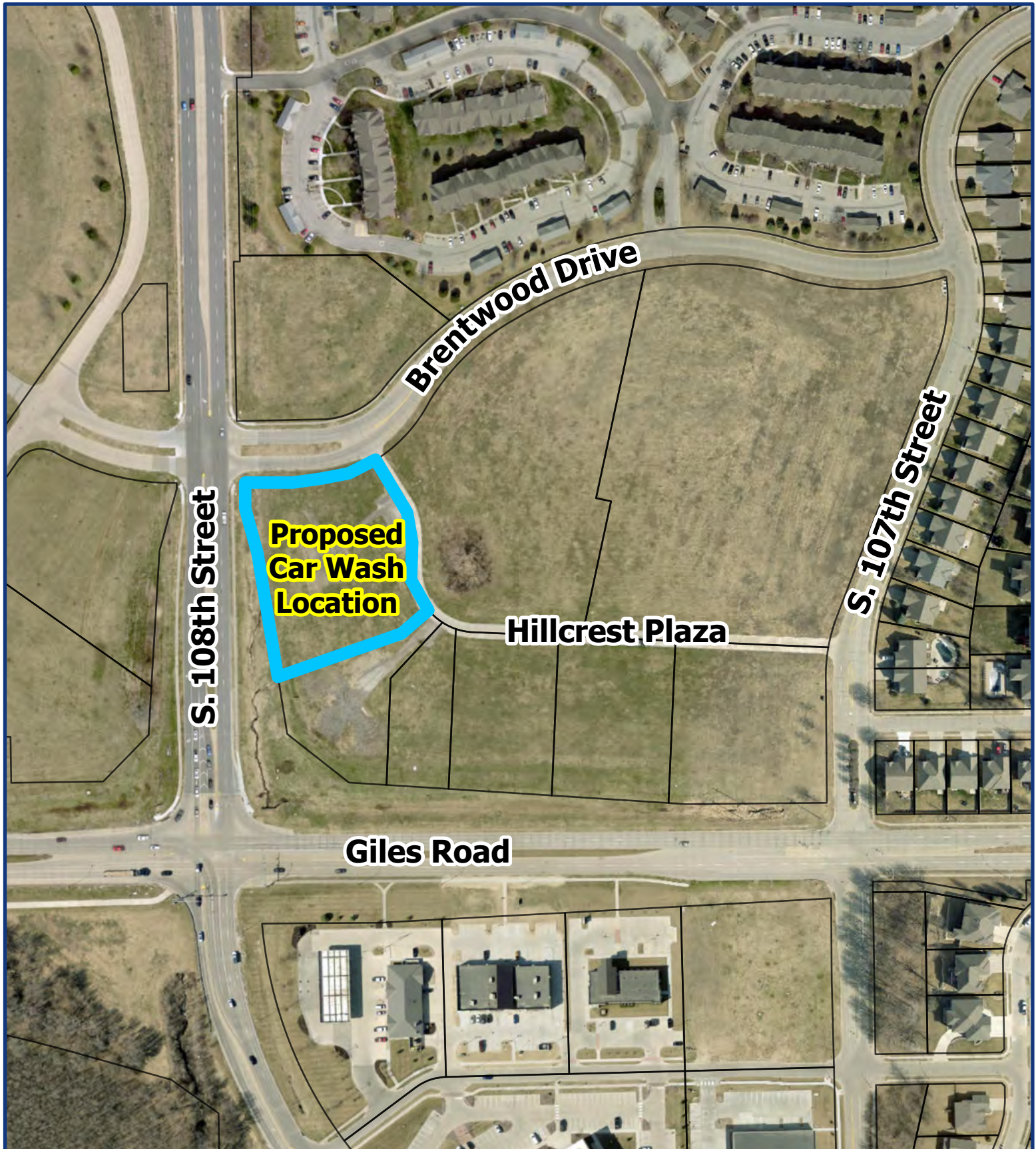
Prepared by: Associate City Planner



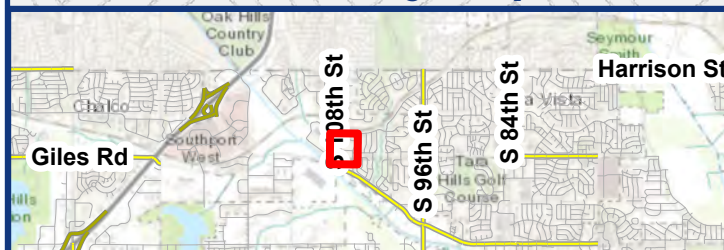
8/25/23

Community Development Director

Date



Vicinity Map - Tommy's Car Wash Conditional Use Permit



Legend

- Property Lines
- CUP Boundary





March 17, 2023

Olsson
Attn: Philip Niewohner
2111 S 67th St. #200
Omaha, NE 68106

RE: Conditional Use Permit – Tommy’s Car Wash – Initial Review Letter
10779 Hillcrest Drive, La Vista, NE

Mr. Niewohner,

Our review of the above-referenced application is underway, and there are some additional documents that will be required in order for staff to complete our analysis and review. Regarding additional necessary documents, the City has the following comments:

1. Pertaining to Section 6.05.04 of the La Vista Zoning Ordinance, please provide a photometric lighting plan to help us understand the lighting proposed for the site (and/or included in signage) to ensure no light trespass onto adjacent properties. Lot 6 Val Vista Replat One to the east is currently designated for medium-intensity residential development, per the 2022 Future Land Use Plan amendments, and it is imperative that any potential light pollution is avoided.
2. Regarding Section 6.05.10, a traffic impact analysis is required for this project. This TIA should include peaking factors and crush load mitigation, demonstrating that the proposed use will not substantially increase the movement of traffic on public roadways. If operations will result in an increase in traffic, please outline procedures necessary to mitigate congestion. Include the trip generation and stacking considerations for Lot 4, which is proposed to be a carwash of similar capacity.
3. Pertaining to Section 6.05.06, please provide a map of the modeled existing and future noise impact that includes the subject location and surrounding properties with noise measured in terms of the hourly, A-weighted equivalent sound level in decibels (dBA).

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

Community Development
8116 Park View Blvd.
402.593.6400 P
402.593.6445 F

Library
9110 Giles Rd.
402.537.3900 P
402.537.3902 F

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

Public Works
9900 Portal Rd.
402.331.8927 P
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 P
402.331.0299 F

Please submit the above-mentioned documents, and upon receipt, staff will be able to complete our analysis to provide additional comments. If you have any questions, feel free to contact me at any time.

Thank you,



Cale Brodersen, AICP
Associate City Planner
cbrodersen@cityoflavista.org
(402) 593-6400

cc:

Andrew Towne, Olympus Pines
Bruce Fountain, Community Development Director – City of La Vista
Chris Solberg, Deputy Community Development Director – City of La Vista
Pat Dowse, City Engineer – City of La Vista



May 17, 2023

Olsson
Attn: Philip Niewohner
2111 S 67th St. #200
Omaha, NE 68106

RE: Conditional Use Permit – Tommy's Car Wash – Second Review Letter
10779 Hillcrest Drive, La Vista, NE

Mr. Niewohner,

We have reviewed the documents submitted for the above-referenced application. Based on the elements for consideration set forth in the applicable sections of the Zoning Ordinance, the City has the following comments:

1. Regarding Section 6.05.04, please identify in the operating statement appropriate measures that will be taken to ensure that water from onsite operations is contained to the site and will not cause any undue maintenance burden for public roadways.
2. Per Section 6.05.05, please indicate what measures will be implemented to ensure adequate stacking and circulation on busy days in which heavy demand occurs. Please note these measures in the operating statement.
3. Please also include in your operating statement the number of employees that will be on-site during peak hours.
4. Regarding Section 6.05.05, due to the proximity to the intersection of Brentwood Drive and Hillcrest Plaza, the north driveway may not provide proper egress. This driveway should be shifted further south. Please explore that option and resubmit a site plan.

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402.331.4375 f

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402.331.0299 f

5. There are currently no fire hydrants along Hillcrest Plaza to serve this development. Private fire hydrant(s) will need to be installed. Please include hydrant locations on the site plan or on an additional exhibit.
6. The building design and site and landscaping plans must be reviewed by La Vista's third-party design review architect for conformance with the Gateway Corridor District Design Guidelines and the requirements of the Gateway Corridor Overlay District and the Sub-Area Secondary Overlay (Special Corridor) outlined in Section 5.17 of the La Vista Zoning Ordinance. Substantial completion of this design review process must be complete prior to application for building permits, however, we will need some preliminary building elevations that are similar to what could eventually be developed (with no clear or drastic variations or violations of the design guidelines) as they will be exhibits in the draft Conditional Use Permit document, and they will be helpful at the public hearings to give the Planning Commission and City Council an understanding of what the proposed development is intended to look like and what the potential visual impacts may be. Please submit some preliminary building elevations for the proposed car wash for review
7. Sidewalks will be required both along Brentwood Drive and Hillcrest Plaza. Please revise the site plan accordingly to represent the required sidewalks.
8. Per Section 5.11.06, the front yard setback for permitted conditional uses in the C-2 Zoning District is 25 feet, or 50 feet with the presence of parking. The "front yard" for this property includes S 108th Street, Brentwood Drive, and Hillcrest Plaza, per the definition of Front Yard depicted in the image after Section 2.07.276 of the Zoning Ordinance. It does not appear that this would cause any conflicts with your building location, however, please update the site plan to accurately reflect the proper setbacks (25 feet along Brentwood Drive, and 50 feet along 108th Street). When a property line is within a street or drive, the setback should be measured from the back-of-curb.
9. The traffic impact analysis that you submitted for this development is currently under review by the City's third-party traffic engineering consultant. As part of their review, HDR has requested answers to the following questions:
 - a. Please provide an extended data set (6+ months) of daily transactions (timestamps) of vehicles through an existing carwash of a similar site (location/conditions).
 - b. In a typical day, how many customers do you serve?
 - c. How many vehicles does the carwash process on a "busy" day?
 - d. What is the proportion of membership users to cash payment users?
 - e. Are certain lanes dedicated to member-only users?
 - f. What methodology does the development deploy to determine the number of lanes and length of storage for each carwash?
 - g. What is your average service rate / processing time?
 - h. What operating adjustments are executed during peak periods when vehicle queues exceed the site storage capacity?

10. The level of noise that accompanies this use as a car wash operation may be an issue for future planned residential properties to the east. The calculations for noise levels that could impact the adjacent residential buildings is above generally acceptable levels. In addition, the car wash is proposed to operate until 9:00pm.

The Federal Highway Administration (FHWA) has published guidelines for preparing noise studies and conducting noise abatement measures in the Code of Federal Regulations (CFR) Part 772 which help protect the health and welfare of the general public and provide noise abatement criteria.

Specifically, a noise impact occurs when either the noise level approaches or exceeds the noise abatement criteria activity level, which is considered 67 decibels (at exterior measurement) in a residential area, or when the predicted noise level substantially exceeds the existing sound level. The "approach" criterion has been defined as 1 dBA less than the abatement criteria, which would be 66 dBA for residential. "Substantially exceeds" is defined as 15 dBA or more.

Please explore additional measures to reduce/abate the potential for noise pollution to a maximum of 66 dBA thirty feet into the adjacent property to the east (the front yard setback), and demonstrate with an updated study what the expected impact would be with the use of those abatement measures. The color gradient is challenging to decipher how the noise levels progress, and line contours would be helpful in addition to the point calculations.

Please submit (2) full-size revised copies of the CUP plans and related documents (along with electronic copies) to the City for further review. A timeline for review by the Planning Commission and City Council will be determined based on the timing of the resubmittal and the extent to which the issues identified in this review have been sufficiently addressed. If you have any questions regarding these comments, please feel free to contact me at any time.

Thank you,



Cale Brodersen, AICP
Associate City Planner
cbrodersen@cityoflavista.org
(402) 593-6400

cc:

Andrew Towne, Olympus Pines
Bruce Fountain, Community Development Director – City of La Vista
Chris Solberg, Deputy Community Development Director – City of La Vista
Pat Dowse, City Engineer – City of La Vista

Cale Brodersen, AICP
Associate City Planner
cbrodersen@cityoflavista.org
(402) 593-6400

RE: Conditional Use Permit - Tommy's Car Wash - Second Review Letter
10779 Hillcrest Drive, La Vista, NE

Mr. Broderson,

Thank you for your Second Review Letter for our proposed Tommy's Express Car Wash at 10779 Hillcrest Drive in La Vista. Please find below responses to your numbered questions.

1. Please see attached updated operating statement
2. Please see attached updated operating statement
3. Please see attached updated operating statement
4. Please see attached updated site plan
5. Please see attached updated site plan
6. Please see attached building elevations
7. Please see attached updated site plan
8. Please see attached updated site plan
9. Please see below answers, which are based on actual data from 7/1/22 – 12/31/22 (183 days) at one of our Tommy's Express Car Washes in Nebraska:
 - a. Total cars washed over 183 days: 70,204
 - b. 384 cars washed per day on average (70,204 washes divided by 183 days)
 - c. On a 'busy' day, we will wash 800-1,000 cars. In 2022, the single busiest day was 1,407 cars washed
 - d. For the given dates, revenue split was 53% memberships and 47% cash payment users
 - e. Yes, we have two "App Only" lanes available to be used by both Unlimited Members and Pay Per Wash Users
 - f. It depends on the size of the parcel on which we're building, but we always exceed stacking requirements of the local jurisdiction. This site plan can accommodate 26 cars outside the tunnel, with 5 cars inside the tunnel at any given time. Our proposed tunnel is able to wash each car in 90 seconds (or 180 cars per hour), meaning that at this site we should be able to clear a full stack of 26 cars every ~8.66 minutes.
 - g. 2-3 minutes depending on belt speed.
 - h. At peak periods, we speed up the conveyor to process vehicles faster, dedicate one employee to loading vehicles to eliminate unnecessary gaps between guests vehicles, and pre-sell in the cashier lane to reduce time at the window.
10. To be answered in later correspondence

Any questions, please let me and Philip Niewohner and Jill Koop know.

Sincerely,

Andrew Towne
Partner, Olympic Pines

City of La Vista Conditional Use Permit

Conditional Use Permit for Car Wash

This Conditional Use Permit issued this ____ day of _____, 2023, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to, Olympus Pines Fleet, LLC (“Owner”), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to operate a totally enclosed, automated, conveyor-style car wash (“Car Wash”) upon the following described tract of land within the City:

Lot 5 Val Vista Replat One, La Vista, Nebraska, 68128 (“Property”).

WHEREAS, Owner has applied for a conditional use permit for the purpose of operating the Car Wash; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit to Owner for the Car Wash on the Property, subject to the terms and conditions as provided in this Permit.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the Owner to use the area of the Property designated on Exhibit “A” hereto for a Car Wash, 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. Any deviation from or breach of any terms hereof shall automatically cause permit to expire and terminate without any further action required of the City.
2. In respect to the proposed Permitted Use:
 - a. The premises shall be developed and maintained in accordance with the site plans (Exhibit “A”) and the building renderings (Exhibit “C”) as approved by the City and incorporated herein by this reference. Any modifications must be submitted to the Community Development Director for such approvals as the Director determines necessary or appropriate.
 - b. Operations on the Property will be limited to and be carried out in accordance with the Operational Statement attached as Exhibit “B” and incorporated into this permit by reference.
 - c. All vehicle stacking related to the Car Wash shall be accommodated on-site without impeding traffic on the adjoining roadway (free flowing, one-way vehicle travel in both directions). In the event that vehicles are stacking out into the right turn lane during peak times, the temporary barricades must be deployed to close off the south access to the site, routing vehicles through the interior of the site from the north entrance, as described in Exhibit “B” and as depicted in the peak scenario site plan attached as Exhibit “D” which shows that 67 vehicles can be accommodated on-site in this scenario.
 - d. The applicant shall construct, or cause to construct the right turn lane on Hillcrest Plaza

- and perimeter sidewalks depicted in Exhibit “A” at the applicant’s sole cost, and shall contribute to the cost of other such public improvements as described in and in accordance with the development agreement approved by the City, including, but not limited to the conversion of the intersection at S. 107th Street & Giles Road to right-in right-out only and construction of a traffic signal at S. 108th Street and Brentwood Drive.
- e. There shall be no storage, placement or display of motor vehicles, goods, supplies or any other materials, substances, containers or receptacles outside of the car wash building, except as approved in writing by the City.
 - f. Site and building lighting, and the impacts of such, shall conform with the photometric plan submitted and attached as Exhibit “E”. Any additional site lighting or changes shall be reviewed and approved by the Community Development Department prior to installation to ensure that it does not have a significant negative impact on neighboring properties.
 - g. A noise mitigation barrier shall be constructed and maintained on the southeast corner of the building, adjacent to the exit tunnel, to assist in preventing or minimizing noise pollution onto adjacent properties. Noise emanating from the Car Wash site shall adhere to the guidelines published by the Federal Highway Administration (FHWA) in the Code of Federal Regulations (CFR) Part 772 regarding noise abatement criteria, and levels shall be limited to that depicted in the Sound Map with Noise Mitigation Barrier exhibit attached to this permit as Exhibit “F”.
 - h. The building design, site design, and landscaping plans must be installed and maintained in compliance with the Gateway Corridor District Design Guidelines and the requirements of the Gateway Corridor Overlay District and the Sub-Area Secondary Overlay (Special Corridor), in addition to Sections 5.17 and 7.17 of the La Vista Zoning Ordinance. The approved exterior building elevations and approved landscaping plan are attached and incorporated into this permit by reference as Exhibit “C” and Exhibit “G” respectively.
 - i. Owner shall obtain all required permits, including without limitation all required permits of the City of La Vista, and shall comply with any additional requirements as determined by the La Vista Planning Department or other applicable authorities.
 - j. 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 laws, rules, or regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
 - k. 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, or any agents, employees, assigns, suppliers or invitees of Owner, 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.
 - l. Any exhibit attached to or referenced in this permit, together with the recitals at the beginning of this permit, are hereby incorporated by reference.
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, in the event of any authorized administrative extensions for good cause shown, shall in all cases 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 and accessory facilities and any remaining environmental or safety hazard shall be abated and/or removed at owner's expense within the time required by applicable law or regulations, and in all cases no later than twelve (12) months of cessation of the Permitted 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 Conditional Use.
 - c. Owner's construction or placement of a storage tank, structure or other improvement on the premises not specified in this permit or approved by the Community Development Director or Chief Building Official.
 - d. Owner's breach of any other terms hereof and failure to correct such breach within ten (10) days of City's giving notice thereof.
 - e. Transfer of ownership of the property or business entity.
 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 the permitted structures 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 irrevocably grants to City permission to assess, impose and file with the Sarpy County Register of Deeds against the property a lien for any such costs that are not paid within 30 days. Owner hereby irrevocably grants the City, its agents and employees an easement and 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 in writing 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: Olympus Pines Fleet, LLC
Attn: Andrew Towne
6211 Highland Drive, #3051
Salt Lake City, UT 84121

Exhibits: The following exhibits are incorporated herein by reference:

Exhibit "A": Site Plan

Exhibit "B": Operating Statement

Exhibit "C": Building Elevations

Exhibit "D": Peak Time Operating Scenario Site Plan

Exhibit "E": Photometric Plans

Exhibit "F": Sound Map with Noise Mitigation Barrier

Exhibit "G": Landscaping Plans

Effective Date:

This Permit shall take effect upon the filing hereof with the City Clerk a signed original hereof. This Permit shall be filed with the Sarpy County Register of Deeds, shall constitute covenants running with the land, and shall be binding on the Owner and all successors and assigns of the Owner.

THE CITY OF LA VISTA

By: _____
Douglas Kindig, Mayor

Attest:

Pam Buethe, CMC
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: _____

Title: _____

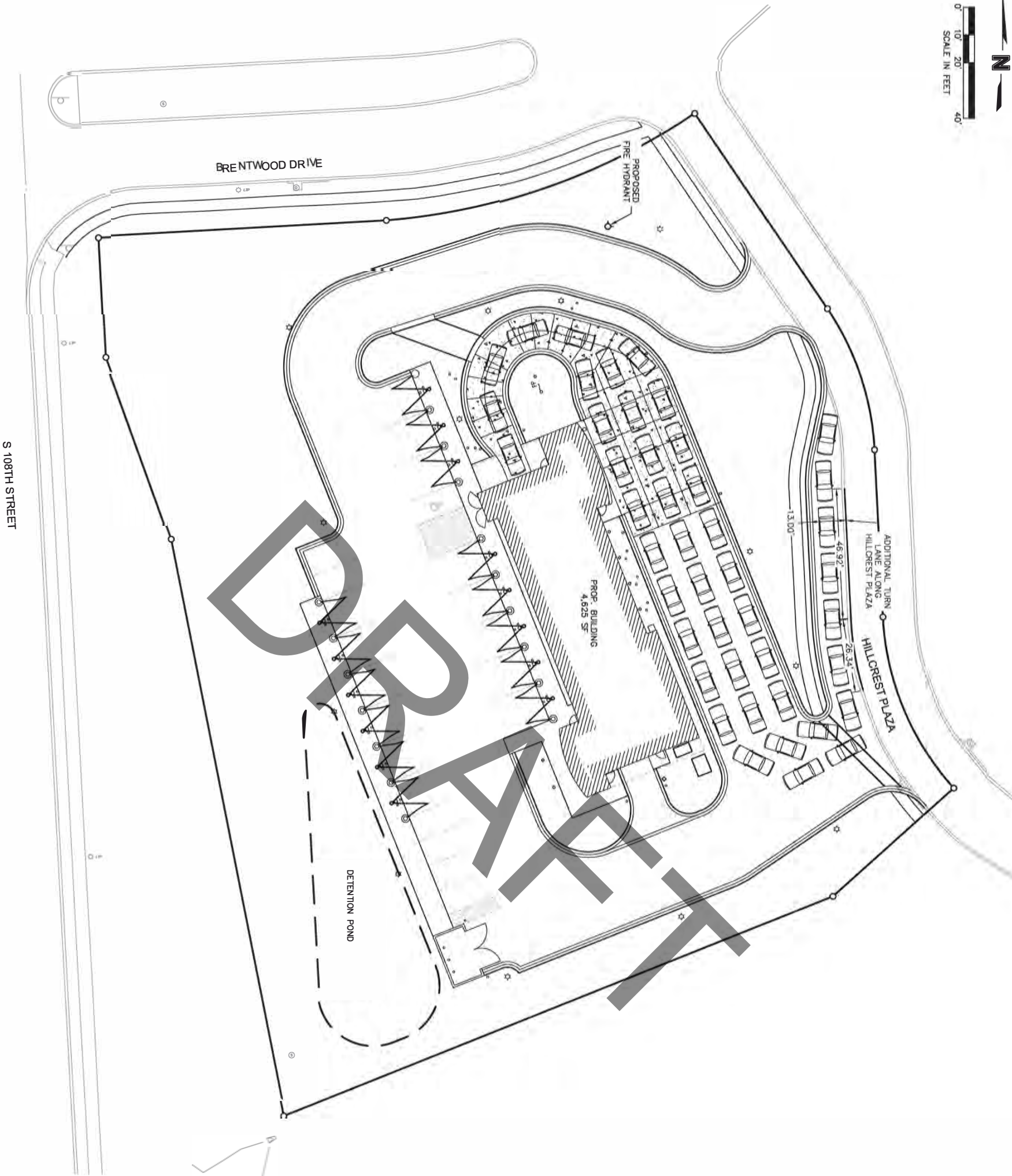
Date: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

Notary Public



SITE INFORMATION TABLE	
LEGAL DESCRIPTION	LOT 5, VAL VISTA REPLAT ONE
ZONING:	GENERAL COMMERCIAL DISTRICT (C-2)
SETBACKS:	
FRONT:	25'-0" (50'-0" WITH PRESENCE OF PARKING)
REAR:	15'-0"
SIDE:	15'-0"
PARKING REQUIREMENTS:	
REQUIRED:	0
PROVIDED:	7 STALLS ON-SITE
ACCESSIBLE PARKING:	
REQUIRED:	1 (1 VAN ACCESSIBLE)
PROVIDED:	1 (1 VAN ACCESSIBLE)

Exhibit A

Operating Statement for Proposed Tommy's Express Car Wash at 10779 Hillcrest Plaza

Olympus Pines is proud to build a Tommy's Express Car Wash at 10779 Hillcrest Plaza. Our fully automatic wash features numerous technological advances including the easy-loading car wash dual belt conveyor, wide open car wash bay for natural lighting, advanced presoak and sealer services and free high-power self-serve vacuums on site. These technological advances allow us to process each car in 90 seconds, and because our tunnel can fit 5-6 cars at a time, we process up to 180 cars per hour. We expect to serve roughly 450 cars per day, and our goal is that our guests almost never have to wait in line. We are open from 7:00 AM to 8:00 PM daily, and we are excited to offer a high quality and efficient wash with convenient hours. At peak hours, we expect to have as many as 5 employees on site at the same time. To ensure a quality and efficient wash experience for our guests we increase throughput during the busiest times by (a) increasing the speed of our conveyor, (b) dedicating an employee to loading vehicles to eliminate unnecessary gaps between guests and (c) pre-sell in the cashier lane to reduce spent time at the window. While it is unlikely that stacking for our car wash would ever spill back onto Hillcrest Plaza, we also have temporary barricades (large, red, weighted plastic balls) which we can deploy in less than 5 minutes to control traffic. In the event that any cars spilled onto Hillcrest Plaza, we would block the southern entrance to our wash with these barricades to force cars to enter our site through the north, functionally doubling stacking on our site. To ensure that water from onsite operations is contained to the site and will not cause any undue maintenance burden for public roadways, we (a) have trench drains at the entrance and exit of the car wash tunnel and (b) slope grades on the site in the direction of our building, such that stormwater flows into our conveyor pit and goes through our water reclamation system.

T

Exhibit C

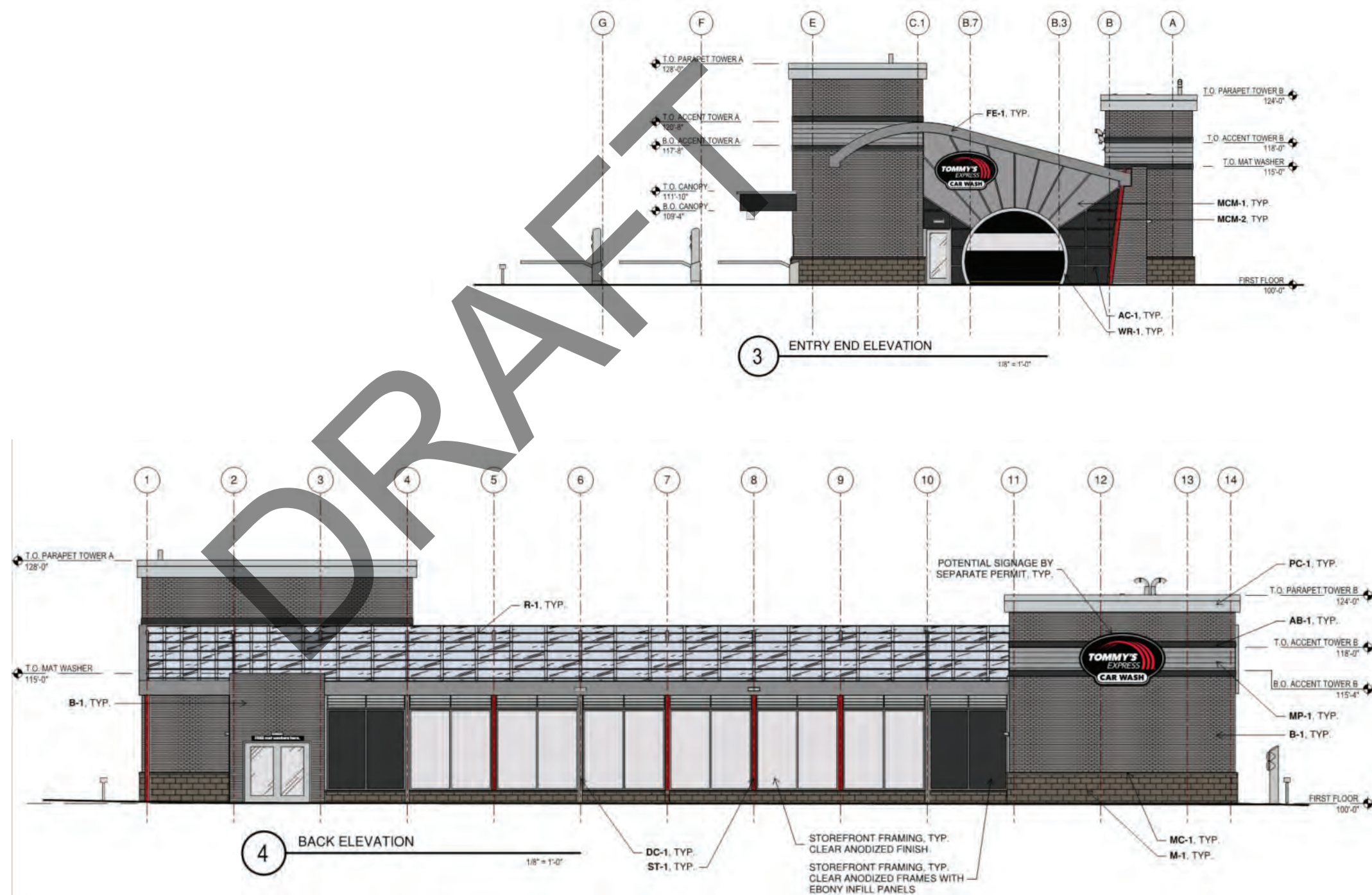
Tommy's Express Car Wash



EXTERIOR COLORS AND MATERIALS

B2 - GRAY BRICK

TAG	MATERIAL	MFR.	DESCRIPTION	MFR. COLOR
ST-1	STRUCTURAL STEEL	PROSPIANT	5-STAGE POWDER COATED	RAL 3001
MP-1	PREFINISHED PROFILED MCM, TOWER BANDING	ATAS	BELVEDERE 7.2" RIB PANEL	SILVERSMITH
B-1	BRICK, MAIN BUILDING FINISH	GLEN-GARY	GLAZED BRICK, KLAYCOAT	STONE GREY
M-1	CMU BLOCK	CONSUMERS	4" SPLIT FACE VENEER	ASH (MORTAR COLOR TO MATCH)
MC-1	PRECAST STONE		MASONRY CAP	TO MATCH M-1
AB-1	PREFINISHED MCM, TOWER BANDING	ATAS	FLAT SHEET AND COIL	BLACK
PC-1	PREFINISHED MCM, TOWER FASCIA	ARCONIC	REYNOBOND COMPOSITE PANEL	BRIGHT SILVER METALLIC
MCM-1	PREFINISHED MCM, END WALLS	LAMINATORS	LAMINATORS OMEGA SERIES	SLATE GREY
MCM-2	PREFINISHED MCM, END WALLS	CITADEL	SINOCORE	EBONY
AC-1	PREFINISHED MCM, END WALL REVEALS	TUBELITE	200 SERIES CURTAINWALL	CLEAR ANODIZED
DC-1	PREFINISHED MCM, DOWNSPOUT COVERS	ALPOLIC	4MM PE CORE	TBX METALLIC SILVER
WR-1	PREFINISHED MCM, GARAGE DOOR WRAPS	CITADEL	ENVELOPE 2000 SYSTEM	CLEAR SATIN ANODIZED
FE-1	PREFINISHED MCM, ROOF FASCIA	ALPOLIC	4MM PE CORE	TBX METALLIC SILVER
R-1	ACRYLIC ROOF SYSTEM	ACRYLITE	HEATSTOP HIGH IMPACT MULTI-SKIN	WZO11 - COOL BLUE WHITE





B2 - GRAY BRICK

Towers: Brick - Stone Gray

End Walls: Prefinished Aluminum Composite Panels - Black and Slate Gray

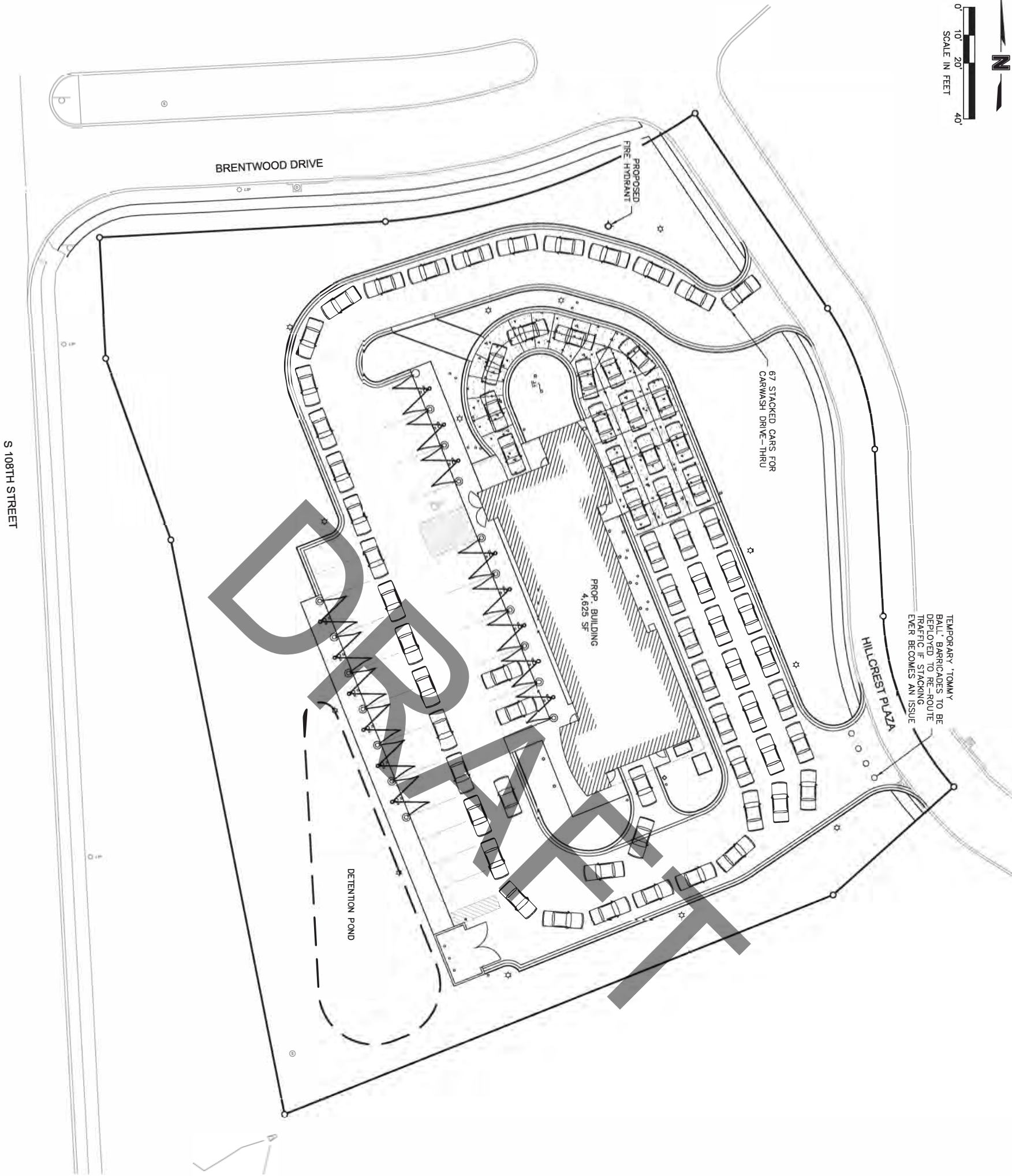
Backroom: Brick - Stone Gray



T



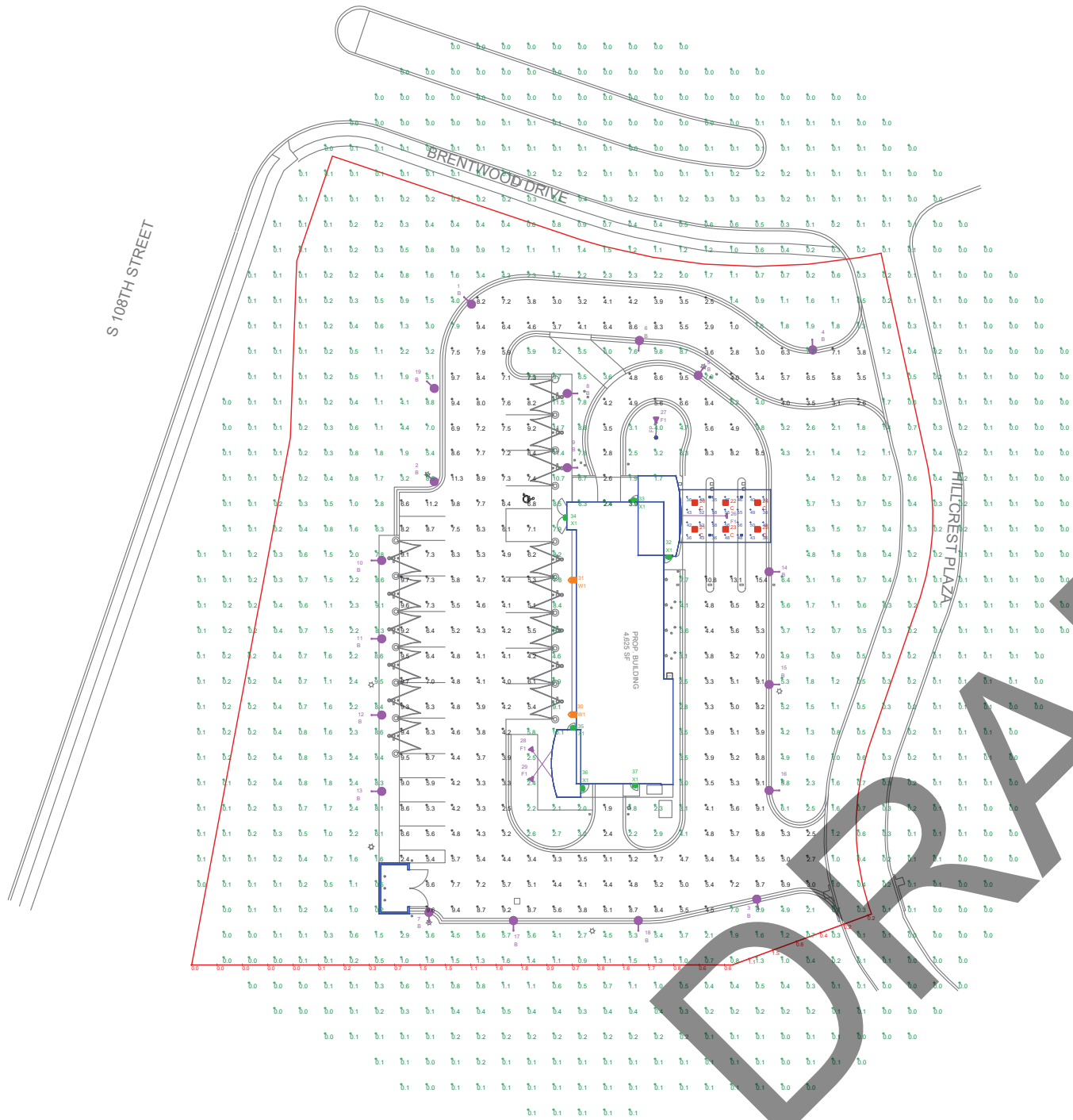
B2 GRAY BRICK



SITE INFORMATION TABLE	
LEGAL DESCRIPTION:	LOT 5, VAL VISTA REPLAT ONE
ZONING:	GENERAL COMMERCIAL DISTRICT (C-2)
SETBACKS:	
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REAR:	15'-0"
SIDE:	15'-0"
PARKING REQUIREMENTS:	
REQUIRED:	0
PROVIDED:	7 STALLS ON-SITE
ACCESSIBLE PARKING:	
REQUIRED:	1 (1 VAN ACCESSIBLE)
PROVIDED:	1 (1 VAN ACCESSIBLE)

Exhibit D

Exhibit E



NOTE:
- ALL AREA LIGHTS ON NEW 20 FT. POLE MOUNTED AT GRADE.

LUMINAIRE LOCATION SUMMARY		
LUM NO.	LABEL	MTG. HT.
1	B	20
2	B	20
3	B	20
4	B	20
5	B	20
6	B	20
7	B	20
8	B	20
9	B	20
10	B	20
11	B	20
12	B	20
13	B	20
14	B	20
15	B	20
16	B	20
17	B	20
18	B	20
19	B	20
20	C	15
21	C	15
22	C	15
23	C	15
24	C	15
25	C	15
26	F1	19
27	F1	1
28	F1	1
29	F1	1
30	W1	15
31	W1	15
32	X1	9
33	X1	9
34	X1	9
35	X1	9
36	X1	9
37	X1	9

THIS SITE IS LOCATED IN A REGION WHERE LIGHTING IS
REGULATED BY LOCAL ORDINANCES

FOOTCANDLE LEVELS CALCULATED AT GRADE USING INITIAL LUMEN VALUES					
LABEL	AVG	MAX	MIN	AVG/MIN	MAX/MIN
PAVED AREA	5.87	15.4	1.0	5.87	15.40
PROPERTY LINE	0.74	1.8	0.0	N.A.	N.A.
UNDEFINED	1.10	11.7	0.0	N.A.	N.A.
UNDER CANOPY	45.43	58	31	1.47	1.87

LUMINAIRE SCHEDULE										
SYMBOL	QTY	LABEL	ARRANGEMENT	LUMENS	LLF	BUG RATING	WATTS/LUMINAIRE	TOTAL WATTS	MANUFACTURER	CATALOG LOGIC
	19	B	Single	12338	1.000	B2-U3-G2	90	1710	HCI LIGHTING	F177-L-A360-1A-P452-1-5FC-20
	6	C	Single	10912	1.030	B3-U0-G1	101	606	CREE, INC.	CAN-304-PS-XX-06-E-UL-XX-525-57K-DIM
	4	F1	Single	4330	1.030	B2-U0-G0	37	148	CREE, INC.	FLD-EDG-N6-AA-02-E-UL-XX-525-57K
	2	W1	Single	11259	1.030	B3-U0-G3	134	268	CREE, INC.	SEC-EDG-4M-WM-06-E-UL-XX-700-57K-DIM
	6	X1	Single	657	1.030	N.A.	6	36	BARRON LGHTING GROUP	SLW-15-4K-XX-EM

REV.	BY	DATE
R1	JSG	4/21/23

DESCRIPTION
AREA LIGHTS WERE CREE

DISCLAIMER
ANY SITE PLAN(S), FLOOR PLAN(S), RENDERING(S), LIGHTING LAYOUT(S) AND PHOTOMETRIC PLAN(S) INCLUDING BUT NOT LIMITED TO ANY PROJECT(S) CREATED/PRODUCED BY RED LEONARD ASSOCIATES INC., ARE ONLY INTENDED FOR ILLUSTRATION AND QUOTING PURPOSES ONLY. RED LEONARD ASSOCIATES HAS THE RIGHT TO USE THIRD PARTY LASERS, SCANNERS, AND CAMERAS BUT ACTUAL PROJECT CONDITIONS, DIMENSIONS, AND ACCURACY OF MEASUREMENTS MAY DIFFER FROM THESE OR ANY PARAMETERS. RED LEONARD ASSOCIATES INC. ASSUMES NO LIABILITY FOR WHAT IS CREATED/PRODUCED IN THESE RECREATIONS. THIS INCLUDES BUT IS NOT LIMITED TO THE USE OF, INSTALLATION OF AND/OR INTEGRITY OF EXISTING BUILDING(S), SURROUNDING AREA FOR PRODUCT(S) SUCH AS EXISTING POLES, ANCHOR BOLTS, BASE(S), ARCHITECTURAL AND SIGNAGE STRUCTURE(S), LANDSCAPING PLAN(S), LIGHTING PLAN(S), FIXTURE SELECTION(S) AND PLACEMENT, MATERIAL(S), COLOR ACCURACY, TEXTURE(S), AND ANYTHING ATTRIBUTED TO PHOTO REALISM THAT IS CREATED. FURTHERMORE, RED LEONARD ASSOCIATES INC., DOES NOT ASSUME LIABILITY WHATSOEVER FOR ANY PURCHASES MADE BY CLIENT BEFORE, DURING, OR AT THE CONCLUSION OF THE PUBLISHED WORK. THE CUSTOMER, ITS RELATIVE AFFILIATES, AS WELL AS ANY OTHER PERSON(S) IN VIEWING OF THIS PRODUCT IS RESPONSIBLE FOR VERIFYING COMPLIANCE WITH ANY BUT NOT LIMITED TO ALL CODES, PERMITS, RESTRICTIONS, INSTRUCTIONS, PURCHASES, AND INSTALLATIONS OF OBJECTS VIEWED WITHIN THIS DOCUMENT(S) OR PROJECT(S). SYMBOLS ARE NOT DRAWN TO SCALE. SIZE IS FOR CLARITY PURPOSES ONLY. SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MEASUREMENTS MAY VARY. DRAWINGS ARE NOT INTENDED FOR ENGINEERING OR CONSTRUCTION USE. THIS DOCUMENT, ANY RED LEONARD DRAWING(S) OR PROJECT(S) IS NOT TO BE USED AND/OR INTENDED FOR ENGINEERING OR CONSTRUCTION PURPOSES, BUT FOR ILLUSTRATIVE PURPOSES ONLY. ANY LOCATIONS OF EMERGENCY LIGHTING SHOWN WERE PROVIDED BY OTHERS. RED LEONARD ASSOCIATES IS NOT RESPONSIBLE FOR INSUFFICIENT LIGHTING DURING AN EMERGENCY EVENT. ANY USE OF THIS DOCUMENTATION AND/OR OTHER ARTICLES PRODUCED BY RED LEONARD WITHOUT WRITTEN AUTHORIZATION FROM JAYNE J. LEONARD IS STRICTLY PROHIBITED.



SCALE:
1" = 30'
DWG SIZE:
D

LAYOUT BY:
JAN
DATE:
02/28/23



PROJECT NAME:
TOMMY CAR WASH
LA VISTA, NE
DRAWING NUMBER:
RL-8680-S1-R1





AREA





CANOPY

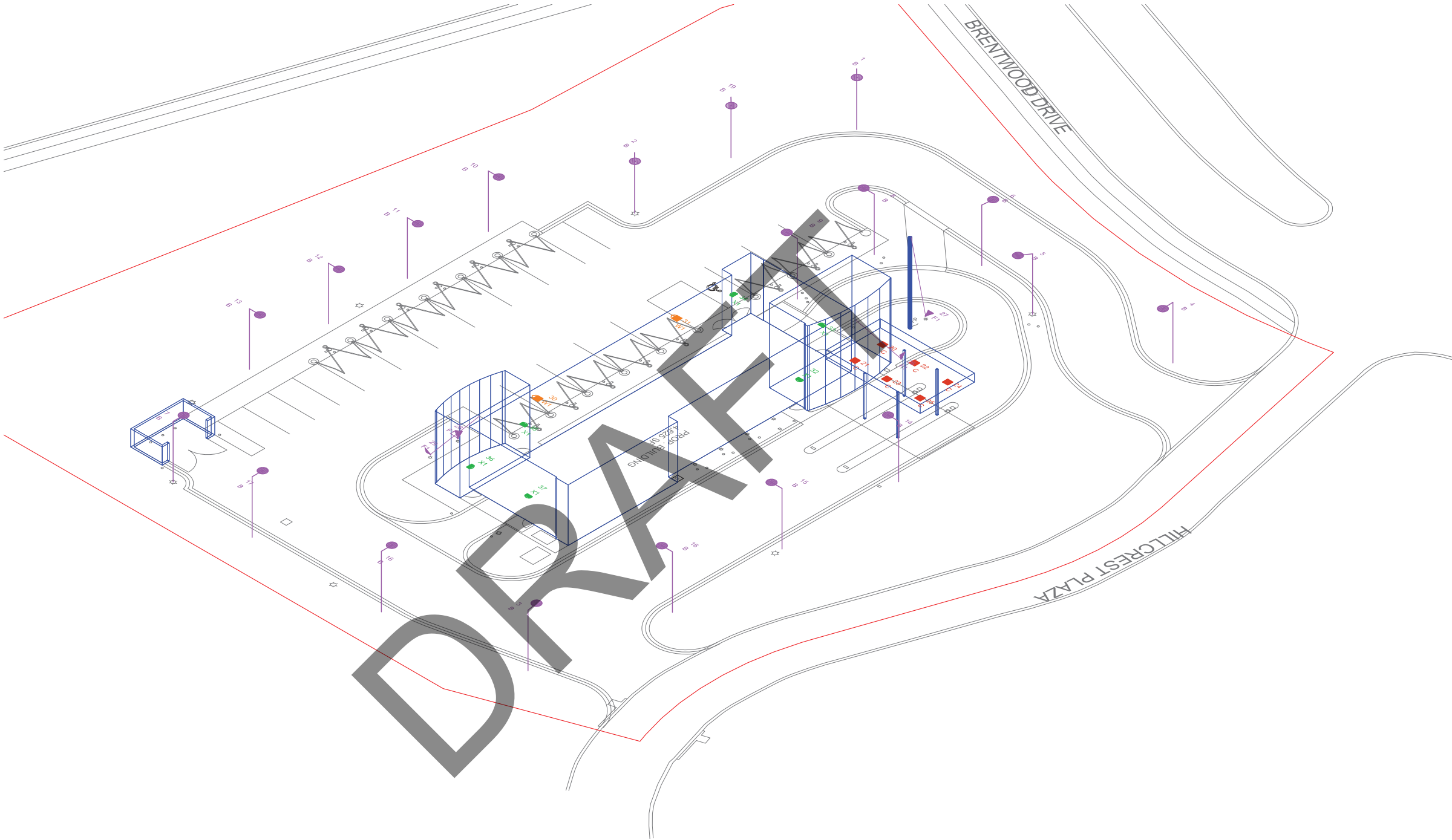


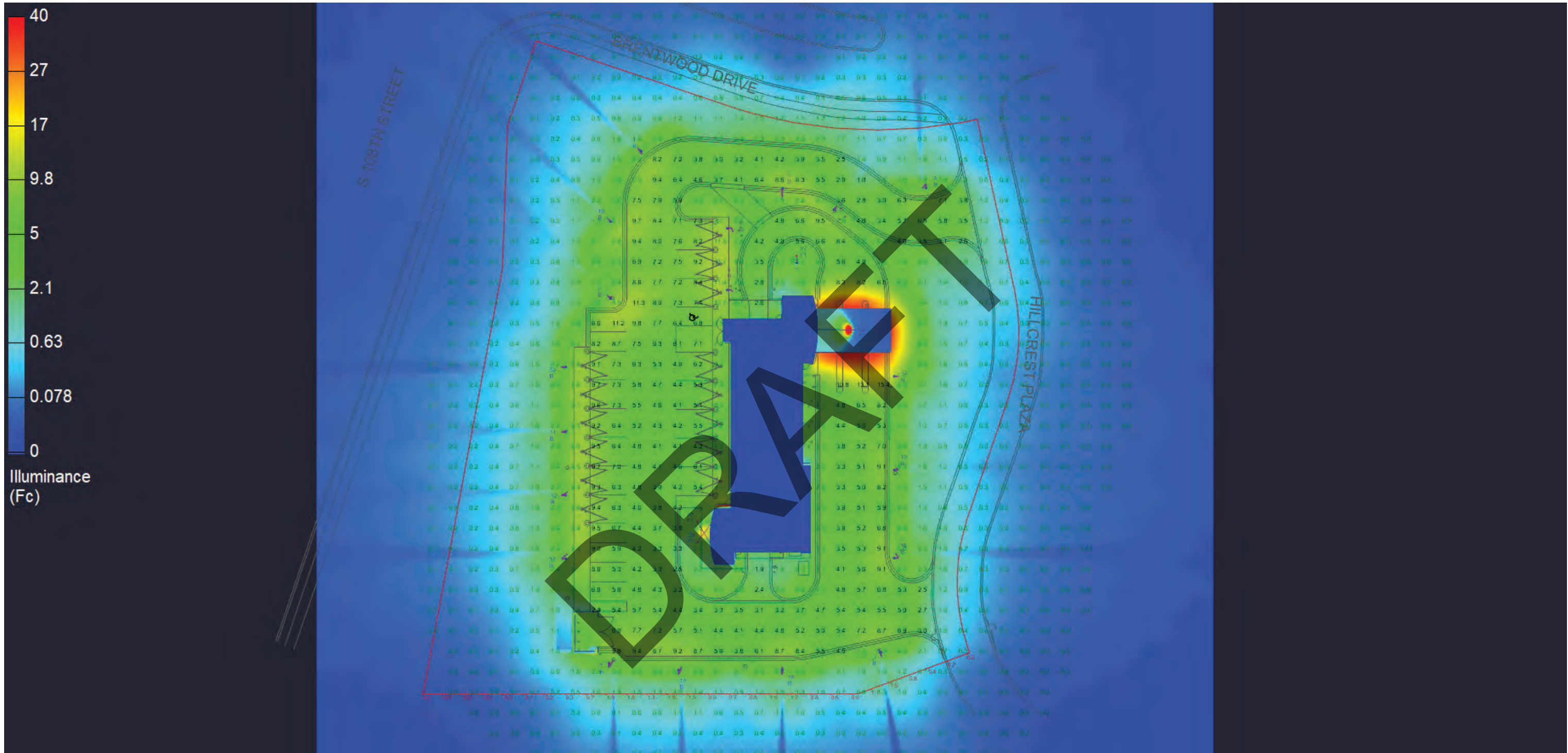
FLOOD

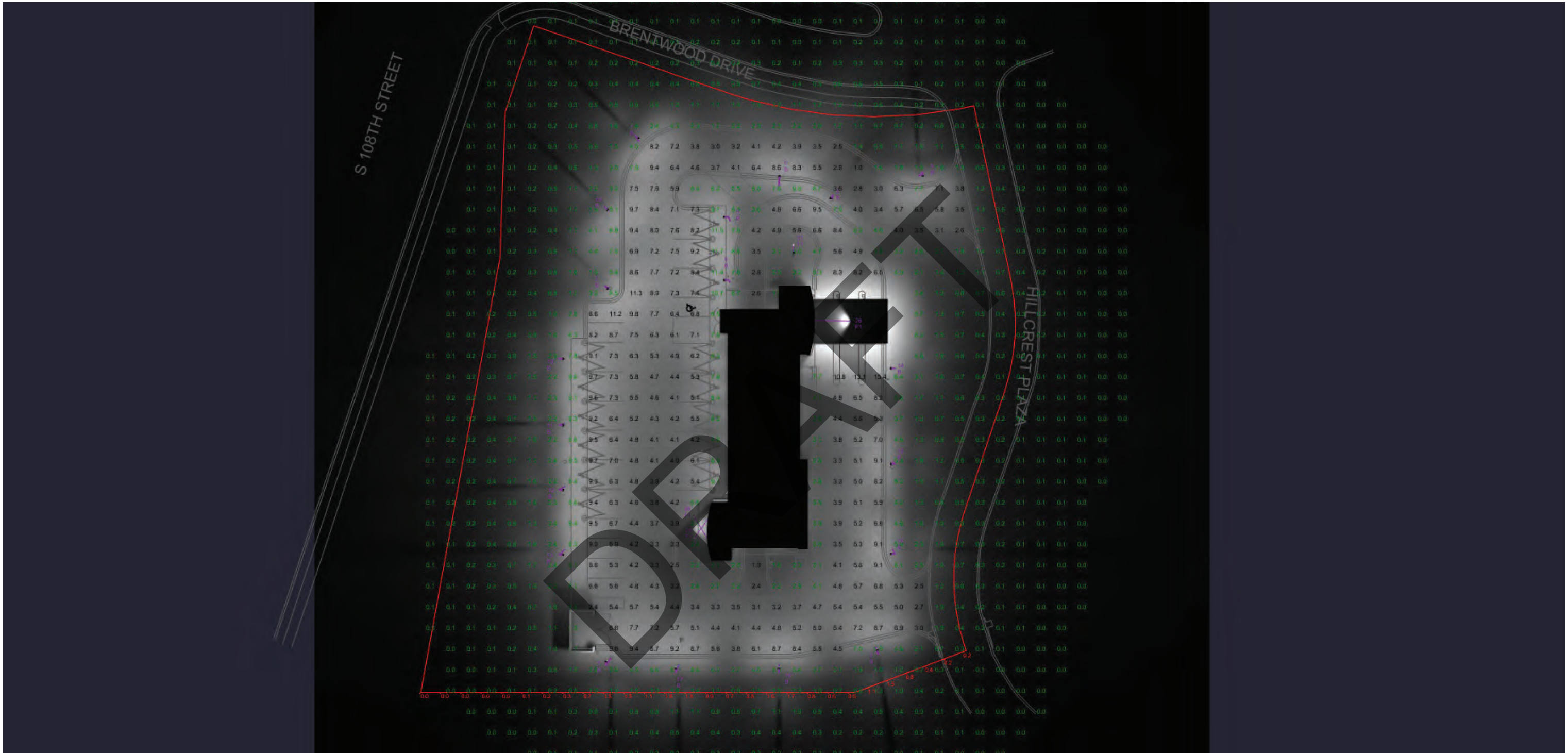


WALL MOUNTED



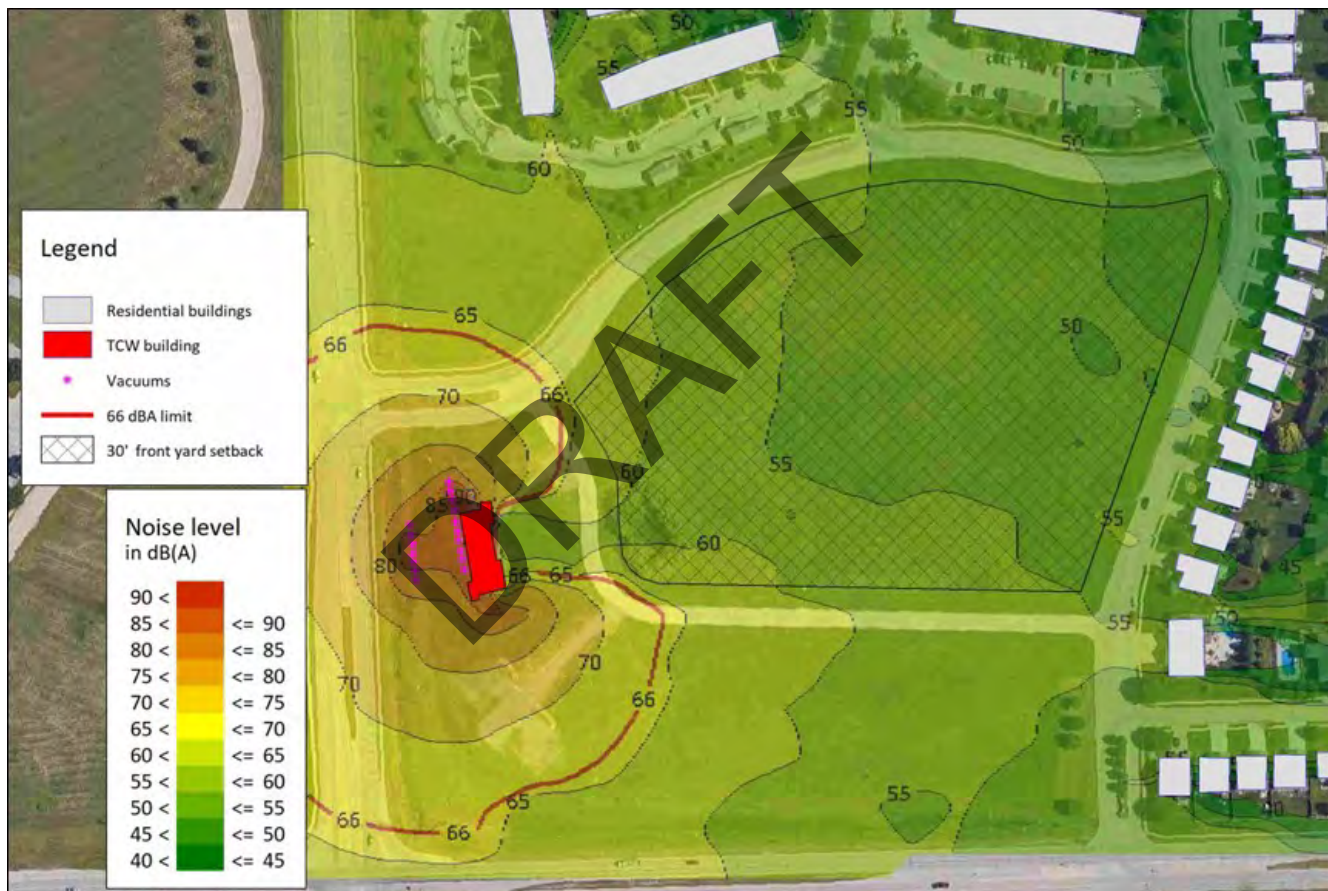






Noise Map with Sound Mitigation Barrier

Exhibit F



Insert approved landscaping plans here once complete

Traffic Impact Study

Val Vista Car Wash

La Vista, Nebraska

Prepared for:

E & A Consulting Group, Inc.

Kimley»Horn

T R A F F I C I M P A C T S T U D Y

Val Vista Car Wash

La Vista, Nebraska

Prepared for
E & A Consulting Group, Inc.
10909 Mill Valley Road
Suite 100
Omaha, Nebraska

Prepared by
Kimley-Horn and Associates, Inc.
4582 South Ulster Street
Suite 1500
Denver, Colorado 80237
(303) 228-2300



03/15/2023

March 2023

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

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- Appendix B – Future Traffic Projections
- Appendix C – Trip Generation Worksheets
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- Appendix E – Queue Analysis Worksheets
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03/15/2023

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1.0 EXECUTIVE SUMMARY

Val Vista Car Wash is proposed to be located on the southeast corner of the 108th Street and Brentwood Drive intersection in La Vista, Nebraska. It is part of the overall Val Vista development area proposed on the northeast corner of 108th Street and Giles Road. The project is proposed to include an approximate 4,625 square foot automated car wash. It is expected that Val Vista Car Wash will be completed in the next couple years. Therefore, analysis was conducted for the 2025 short-term buildout horizon as well as the 2045 long-term twenty-year planning horizon.

The purpose of this traffic study is to identify project traffic generation characteristics to determine potential project traffic related impacts on the local street system and to develop the necessary mitigation measures required for the identified traffic impacts. The following intersections were incorporated into this traffic study in accordance with the City of La Vista standards and requirements:

- 108th Street and Brentwood Drive
- 108th Street and Giles Road
- 107th Street and Giles Road

In addition, the proposed two access intersections along Hillcrest Plaza at Brentwood Drive and at 107th Street were included for evaluation.

Regional access to Val Vista Car Wash will be provided by Interstate 80 (I-80). Primary access will be provided by Giles Road and 108th Street. Access will be provided by the intersections of Brentwood Drive/Hillcrest Plaza and 107th Street/Hilcrest Plaza while direct access is proposed with driveways along Hillcrest Plaza.

Based on Institute of Transportation Engineers (ITE) *Trip Generation Manual* rates and equations, Val Vista Car Wash is expected to generate approximately 660 weekday daily trips, with 66 of these trips occurring during the morning and afternoon peak hours.

Based on the analysis presented in this report, Kimley-Horn believes Val Vista Car Wash will be successfully incorporated into the existing and future roadway network. Analysis of the existing

street network, the proposed project development, and expected traffic volumes resulted in the following recommendations:

- All surrounding studied key intersections and roadways will operate acceptably with the addition of Val Vista Car Wash project traffic. Therefore, no offsite transportation improvements or modifications are recommended for implementation of this project.
- With completion of the Val Vista Car Wash project, direct access is proposed along Hillcrest Plaza at two accesses. The south access is intended primarily for inbound traffic while the north access is intended primarily for exiting traffic. However, if both accesses will allow two-way traffic, it is recommended that R1-1 “STOP” signs be installed on the eastbound driveway exiting approach at both driveways.
- Any onsite or offsite improvements should be incorporated into the Civil Drawings and conform to standards of the City of La Vista and the Manual on Uniform Traffic Control Devices (MUTCD) – 2009 Edition.



03/15/2023

Remainder of study available upon request.

Memo

Date:	Tuesday, July 11, 2023
Project:	108 th Street & Giles Road Review
To:	Pat Dowse – City of La Vista
From:	Mike Forsberg, PE, PTOE – HDR Brett Guy, EIT – HDR
Subject:	Car Wash TIS Evaluation Review

Introduction

This memo documents recently completed Traffic Impact Studies (TIS) of the Val Vista Car Wash completed by Kimley-Horn (KH) and the automated car wash tunnel completed by Felsburg Holt & Ullevig (FHU). Both independent car washes are located on the property northeast of the 108th Street and Giles Road intersection. This multi-level review includes the following:

- A comparison of the proposed developments site characteristics.
- A review of the analysis methodology and recommendations provided by each independent TIS.
- A composite list of recommendations at all proposed intersections based on the findings of each individual TIS.

Development Site Characteristics Comparison

Below is a general list of characteristics documented in each TIS:

<u>Description</u>	<u>Val Vista Car Wash (KH)</u>	<u>Automated Car Wash (FHU)</u>
<i>Development Size (SF)</i>	4,625	4,650
<i>Car Wash Type</i>	Automated Tunnel	Automated Tunnel
<i>Trip Generation (veh-trips) -Daily/AM/PM</i>	660 66 66	780 78 [142] ¹ 78 [142]
<i>Average Service Rate (veh/hr)</i>	Not provided ²	100
<i>No. of Service Lanes</i>	3 ³	3 ³
<i>Site Queue Storage (veh)⁴</i>	18 ³	22

1. [Weekend] trip generation.
2. Operations assumed to be similar based on car wash type.
3. Per site plan.
4. Storage in advance of payment kiosk. Additional capacity beyond kiosk into wash tunnel.

Val Vista Car Wash (KH) Summary

The proposed Val Vista car wash is anticipated to consist of one car wash tunnel with three payment lanes. The car wash will be located in the southeast quadrant of 108th Street & Brentwood Drive, with direct access off of Hillcrest Plaza. Traffic volumes were collected in 15-minute intervals on Tuesday, February 21st, 2023, during the morning and afternoon peak hours at the following intersections:

- 108th Street & Giles Road (4 hours)
- 107th Street & Giles Road (4 hours)
- 108th Street & Brentwood Drive (4 hours)

Construction is anticipated to be completed within a few years. Existing volumes were forecasted using a 1.35% annual growth rate based on projections from the Metropolitan Area Planning Agency (MAPA) traffic model to develop background traffic. Total trips were calculated by adding the site trips to the background traffic. The site trips were distributed to intersections above, in addition to the intersections at Brentwood Drive & Hillcrest Plaza and at 107th Street & Hillcrest Plaza. Traffic operations were analyzed for the existing year of 2023, an opening year of 2025, and horizon year of 2045 at these five intersections. ***The results of the analysis yielded no operational concerns for any of these traffic scenarios.*** Based on the results, the following improvements were recommended:

RECOMMENDATIONS

- Install stop sign(s) at the driveway exit(s) of the carwash onto Hillcrest Plaza.

Automated Car Wash (FHU) Summary

The proposed car wash is also anticipated to consist of one car wash tunnel with three payment lanes. The car wash will be located directly to the south of the Val Vista car wash with direct access off of Hillcrest Plaza. Traffic volumes were collected in 15-minute intervals on various days to develop existing weekday and weekend volumes at the following intersections:

- 108th Street & Giles Road
 - Wednesday, April 20th, 2022 (24 hours)
 - Saturday, April 4th, 2023 (4 hours)
- 107th Street & Giles Road
 - Thursday, May 19th, 2022 (4 hours)
 - Saturday, April 4th, 2023 (4 hours)
- 108th Street & Brentwood Drive
 - Thursday, March 2nd, 2023 (8 hours)
 - Saturday, April 4th, 2023 (4 hours)

Existing traffic operations analysis suggest non-site related improvements may be needed to address current operational deficiencies. The overall LOS at 108th Street & Giles Road is D(E)[D] for the AM, (PM) and [Weekend] peak hours, respectively. Individual movements also operate at LOS E or worse at 107th Street & Giles Road and 108th Street and Brentwood Drive.

Future traffic volumes were developed using MAPA's 2050 projections, as well as projections from previously completed studies. Growth rates for each leg of the study intersections were used to develop future year background volumes. These growth rates ranged from 1.0 to 1.85 for each specific intersection leg. 2024 Buildout and 2044 Future volumes were developed by adding the site trips to these future background volumes. Overall site trips were reduced by 30% to account for pass-by trips, or trips that already exist within the volume network that would access the site as they "pass-by".

A queue analysis was completed to determine the effective capacity of the car wash to identify any potential queue spillback off the site onto Hillcrest Plaza and other adjacent streets. Based on the estimated incoming traffic demand (39 veh/hr) and the service rate of the carwash (100 veh/hr), the average queue length is expected to only reach 0.64 vehicles on a typical weekday and max queue length of 3.55 vehicles on the weekend. This estimation is well below the available queue storage (22 veh).

Signal warrants, turn-lane warrants, and intersection operation analysis hinged on two different geometric considerations at 107th Street & Giles Road. The first scenario kept the intersection as-is, a full-access intersection. The second scenario restricts lane movements in what is known as a Right In – Right Out (RIRO) intersection. Left-turns and through movements from the minor street (107th) and left-turns from the major street (Giles) would be prohibited and existing traffic would be redistributed to nearby intersections. **Based on the results for the 2024 Buildout volumes under both geometric scenarios, no improvements were recommended.** However, under the 2044 Future traffic volumes, the following recommendations were identified as "non-site related" improvements:

<u>Full Access Scenario</u>	<u>RIRO Scenario</u>
<i>108th Street & Giles Road</i>	
Construct EBR Lane ¹ (250')	Construct EBR Lane ¹ (250')
Construct WBR Lane ¹ (150')	Construct WBR Lane ¹ (150')
Extend EBL Lane (400')	Extend EBL Lane (400')
Extend NBL Lane (400')	Extend NBL Lane (400')
<i>107th Street & Giles Road</i>	
Construct WBR Lane ²	Convert to RIRO Intersection ¹
	Construct WBR Lane ²
<i>108th Street & Brentwood Drive</i>	
Construct NBR Lane ²	Construct NBR Lane ²
Install Traffic Signal ²	Install Traffic Signal ²
<i>Giles Road Corridor</i>	
Update Signal Timings routinely	Update Signal Timings routinely
<i>Portal Road Corridor</i>	
Convert to 5-Lane Section	Convert to 5-Lane Section

1. Improvements identified in previous Giles Road Corridor Study

2. Improvements recommended if additional lots developed surrounding car wash site.

HDR Review & Findings

HDR conducted a comprehensive review of the traffic data collection, traffic forecasting, trip generation, traffic operations analysis, and the subsequent recommendations provided by each individual TIS. The findings are summarized in the sections below:

EXISTING TRAFFIC VOLUMES

Based on the existing volumes provided in each study, it was found that the volumes in the KH study were significantly lower than those in the FHU study. Traffic volumes at the intersections of 108th Street & Giles Road and 107th Street & Giles Road were up to 55% lower than the volumes collected in FHU's study. Based on reviews and local knowledge of travel patterns in the area, the existing volumes in the FHU study appear more in line with expected demand. The variance in the existing volumes in the KH study may be the result of an undisclosed event during the data collection period. Below is a summary of the difference in Total Entering Volume (TEV) at the three study intersections for the AM and PM Peak Hours:

Total Entering Volume Comparison

	108th Street & Giles Road		107th Street & Giles Road		108th Street & Brentwood Drive	
	AM	PM	AM	PM	AM	PM
KH	2,344	2,302	1,253	1,676	1,312	1,457
FHU	3,228	4,048	1,525	2,252	1,320	1,482
% Difference	31.7%	55.0%	19.6%	29.3%	0.6%	1.7%

This anomaly in traffic volumes is significant enough to alter operations results. **In this case, the overall analysis and recommendations provided in either study could be over- or understated.**

TRAFFIC FORECASTS

Both studies utilized the MAPA traffic model projections to develop growth rates or growth factors for future years. **This methodology is consistent with typical TIS.**

TRIP GENERATION

Both studies utilized the Institute of Traffic Engineers (ITE) Trip Generation Manual, 11th Edition and used ITE Code 948-Automated Car Wash to generate trips to/from each site. The trips calculated for each study are similar based on the overall size of the developments. FHU also provided an estimation on weekend trips to the site based on the same methodology. FHU applied a pass-by trip reduction of 30%, meaning that 30% of the traffic accessing the site is current traffic already on the surrounding road network. **This methodology is consistent with typical TIS.** *Note: There are only 3 applicable studies in the ITE Trip Generation Manual used to determine trip generation rates to automated car wash sites. These sites were surveyed in the 1990s/2000s and may not reflect demand generated by modern car wash tunnels with membership options.*

TRAFFIC OPERATIONS

As mentioned above in the existing traffic volume section, operation results provided in the KH study are more than likely understated due to an undisclosed event that resulted in significantly less traffic along Giles Road. The recommendations provided in the FHU study are consistent with the expected delay and 95th percentile queue length due to traffic volumes. The addition of turn lanes or turn lane extensions is to mitigate spillback of turning traffic into the through lanes. The recommendation of controlling access at 107th Street & Giles Road should be considered. Delay at the minor streets will be excessive and may lead to drivers choosing small gaps to turn left onto Giles Road. This behavior could lead to potentially severe crashes at the intersection. Another option to consider is a $\frac{3}{4}$ access intersection, where left-turns from Giles Road onto 107th Street, as this would have less restrictive access at the intersection. Finally, the FHU study stated a signal could be warranted at 108th Street & Brentwood Drive with additional lot development in the area. With both car washes planned and additional lots likely to develop, a traffic signal will most likely be warranted, especially if access is restricted at 107th Street & Giles Road.

QUEUING ANALYSIS

A sensitivity analysis of queue spillback from vehicles waiting to go through the car wash was conducted to determine when the entering vehicle demand would potentially fill up the sites available queue storage. Using the same Kendall notation as the FHU study, the M/M/1 queuing model was used to determine what level of demand the available queue storage on site begins to fill and spill onto the adjacent roadway. Using the following formulas, we can estimate the average number of vehicles in queue under certain demand volumes.

Where utilization (ρ) = arrival rate (λ) / service rate (μ), or $\rho = \lambda / \mu$, we can determine the length of queue, L_q , by the following formula.

$$L_q = \frac{\rho^2}{1 - \rho}$$

The table below summarizes the estimated queue lengths using a fixed average service rate of 100 vehicles per hour and a variable arrival rate. The parameters and associated queue lengths are as follows:

Arrival Rate (veh/hr)	Average Service Rate (veh/hr)	Utilization	Average Queue Length (veh)
60	100	0.60	0.9
70	100	0.70	1.63
80	100	0.80	3.20
90	100	0.90	8.10
95	100	0.95	18.1

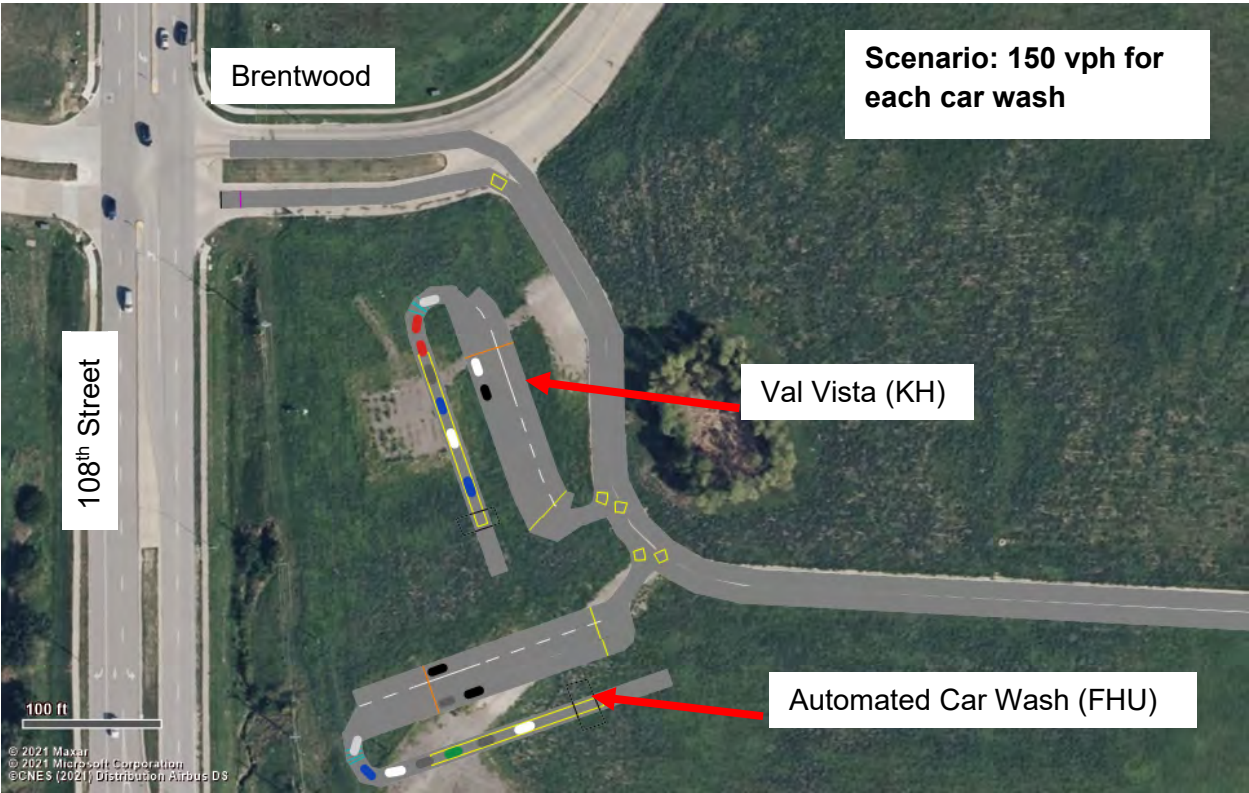
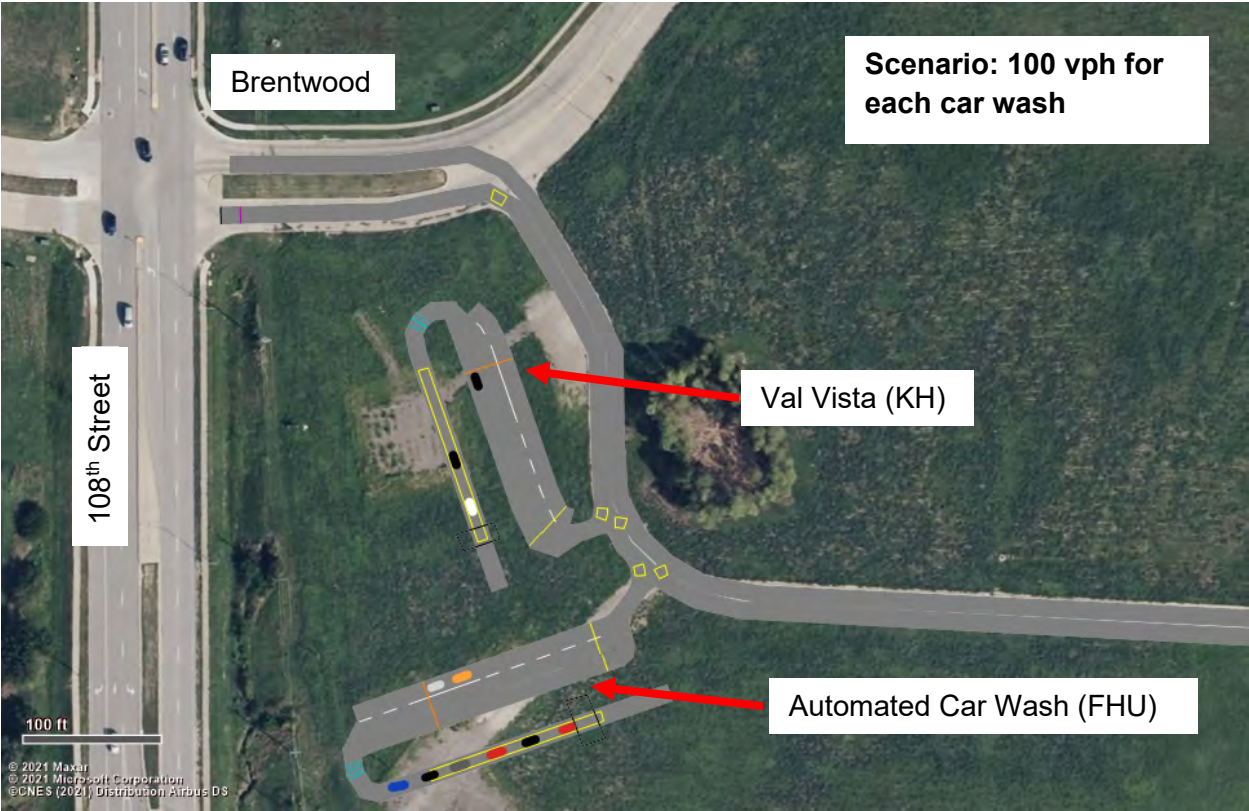
Under 95% utilization, the queue length will be approximately 18 vehicles long, which is at or just shy of the queue storage provide in both site plans. However, additional service rate capacity is available, if needed, for peak periods per the operating plan of the FHU car wash.

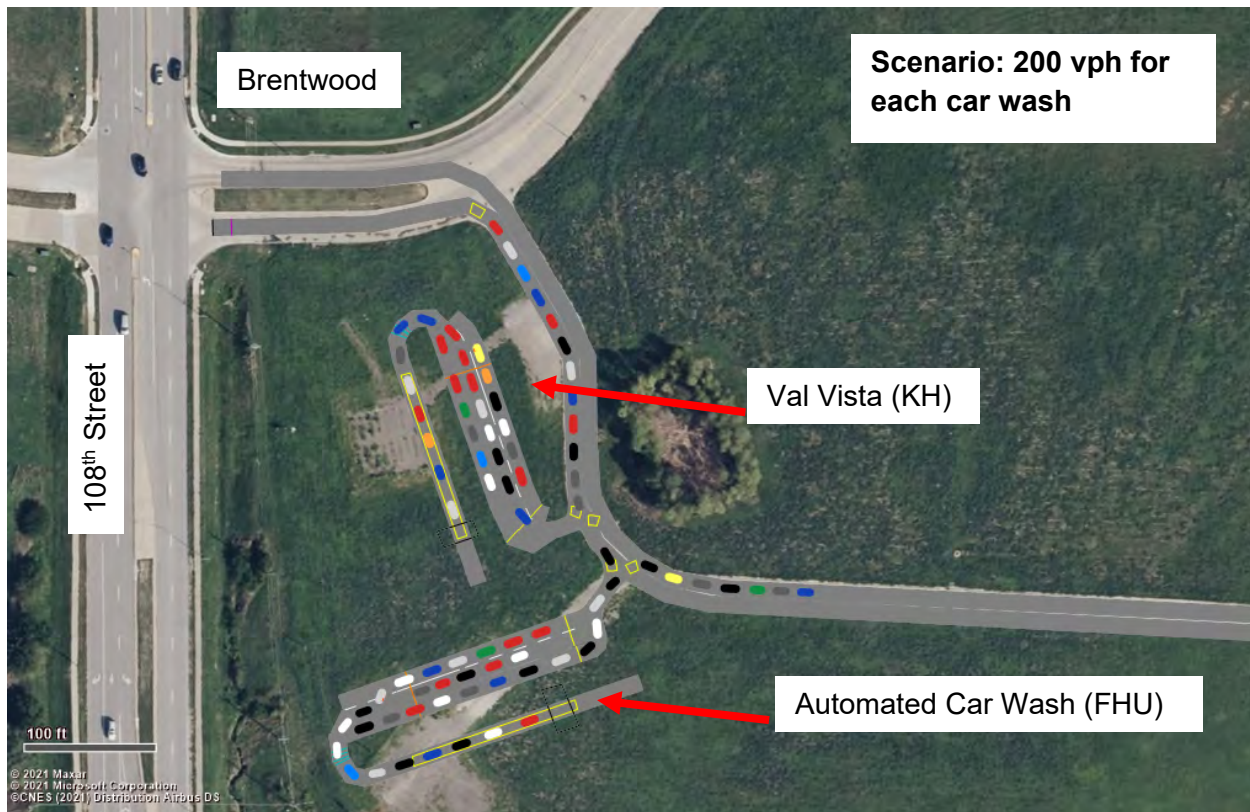
Disclaimer: The M/M/1 queue model is not best suited for over-capacitated analysis when the utilization factor is >1. The model becomes unstable as it approaches the upper limits and queues extend to infinity. Additionally, the M/M/1 model accurately depicts the arrivals and service of the car wash tunnel itself. However, it does not accurately model the payment process of the three queue lines, assuming that one queue line is for individual cash payments and two lanes are for membership users. The proportion of traffic that are single user or membership holders may have slightly skew the queue lengths of each individual lanes.

Queuing was also reviewed using Vissim microsimulation to get a more detailed and visual estimate of queuing potential. Vissim is a detailed modeling platform that simulates individual vehicle movement and their interaction with one-another, other modes and traffic control devices. To approximate the operations of the car wash developments, the following additional assumptions were made:

- 30% are cash/card (non-members) using one of the three lanes dedicated to cash/card; wait time distribution at kiosk/attendant 30-60 seconds.
- 70% are members or non-members using two of the three lanes dedicated for app service at a rate of 10-20 seconds.
- Peak processing speed through car wash tunnel equivalent to 160 vph.
 - It should be noted that the FHU study indicated that the car wash could process up to 200 vph if the volume entering the car wash exceeds the stacking availability. However, the car wash developer planner did not provide a response to asked questions, including service rates.
- 70% of entering trips off 108th Street; 30% of entering trips off 107th Street based on trip distribution of competed TIS.
- Looked at scenarios of 100, 150 and 200 cars entering each car wash during peak hour
 - FHU study showed peak Saturday is expected to be 71 entering (710 entering per day based on FHU's assumption of 10% during the peak hour).
 - Car wash development planner shared that a typical busy day has 800-1,000 vehicles serviced with a busies record day of 1,400.
 - Review of car wash forum found a common response to daily service to be 600-800 on good days; even higher on ideal days (no rain; perhaps after days contributing to dirt build-up; upwards of 2,000 daily). Using a range of 600-2,000 per day and 10% during peak hour assumption would yield a range of 60-200 during a Saturday peak hour.

Screenshots from the Vissim model with approximate max queuing for scenarios of 100, 150 and 200 peak hour demand are shown below.





Conclusion & Recommendations

Based on the review of both independent studies, the following conclusions and recommendations have been made.

CONCLUSIONS

- **Investigation into the large discrepancies between the existing volumes between the two traffic studies, particularly at 108th Street & Giles Road, should be examined to determine any unknown event that may have occurred during data collection.**
- Trip generation rates for both sites are consistent with ITE's Trip Generation Handbook and other similar studies.
- **Based on provided operations and demand information, queue spillback is not expected to occur unless arrival demand exceeds 150 vph for each site.** Both sites noted peak service operations capacity near 180-200 vph. One site planner noted peak daily service of 1,400 at another site. The FHU study estimated 10% of daily volume during the peak hour, which would yield 140 vehicles during the peak hour on a peak day.
- **Observations of other sites in the metropolitan area show queuing that is beyond what the simulation of 150 vph produced.** This indicates the potential for either greater demand than what has been estimated or service rate that is slower than what has been provided. The simulation results for peak hour demand of 200 vph may be more indicative of high demand days based on observations. **Queues during high**

demand days (demand near 200 vph) would be expected to extend out of the car wash sites and onto Hillcrest Plaza. This would be the case for development of either site by itself, independent of the other.

This is illustrated in the graphic in the Recommendations section with traffic queued onto Hillcrest Plaza with an added southbound right-turn lane on Hillcrest Plaza into the Val Vista car wash. Traffic exiting the car washes or other developments along Hillcrest Plaza may be blocked by queues.

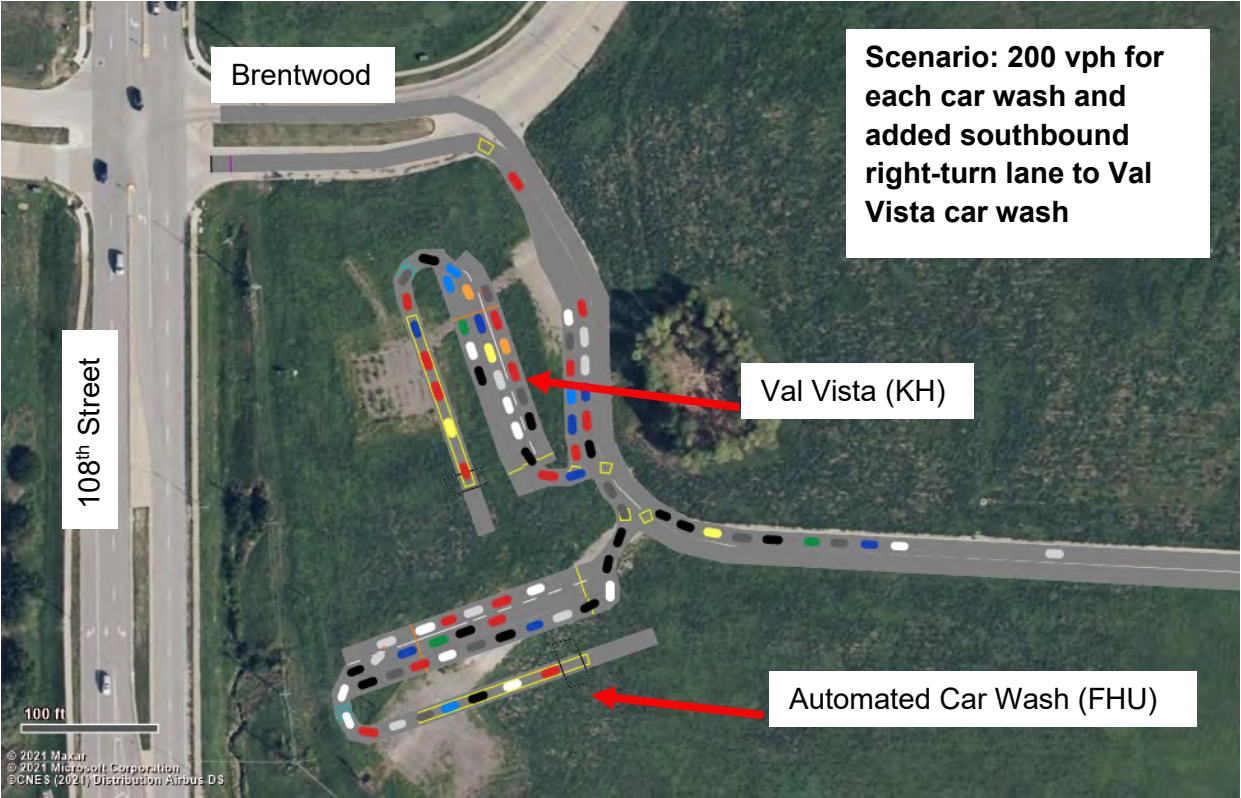
RECOMMENDATIONS

The following recommendations are based on the accuracy of the volumes collected by FHU:

- **108th Street & Giles Road**
 - Construct EBR Lane (250')
 - Construct WBR Lane (150')
 - Extend EBL Lane (400')
 - Extend NBL Lane (400')
- **107th Street & Giles Road**
 - Convert Full-Access intersection to RIRO or $\frac{3}{4}$ Access intersection
 - Construct WBR Lane (feasibility constraint)
- **108th Street & Brentwood Drive**
 - Construct NBR Lane
 - Install Traffic Signal

Improvements at 108th Street & Brentwood Drive should be discussed between developments and City of La Vista for cost sharing.

A southbound right-turn lane on Hillcrest Parkway into the Val Vista car wash should also be considered to provide added storage for entry into the north car wash and limit potential for spillback to Brentwood Drive. This would provide for vehicles destined to the Val Vista car wash and vehicles to the other car wash could then bypass queued Val Vista car wash customers. This is illustrated in the following graphic. This may require modification to the site layout to accommodate turning template into the site.





August 8, 2023

Pat Dowse
City of La Vista

Re: Val Vista Car Wash; Traffic Impact Study Comment Response Letter

Dear Pat:

Thank you for the Traffic Impact Study review comments memo provided by Mike and Brett at HDR dated July 11, 2023 for the Val Vista Car Wash project. The purpose of this letter is to provide responses to the comments to assist the City of La Vista with review of the traffic study.

Comment #1: Investigation into the large discrepancies between the existing volumes between the two traffic studies, particularly at 108th Street & Giles Road, should be examined to determine any unknown event that may have occurred during data collection.

Response: Understood. Upon further comparisons, we agree that the counts collected were not fully encompassing the actual traffic patterns at the study intersections. Therefore, the FHU counts were used instead in this updated traffic study. Likewise, the car wash project studied in the FHU TIS was included as background traffic in this updated traffic study.

Comment #2: Trip generation rates for both sites are consistent with ITE's Trip Generation Handbook and other similar studies.

Response: Comment acknowledged.

Comment #3: Based on provided operations and demand information, queue spillback is not expected to occur unless arrival demand exceeds 150 vph for each site. Both sites noted peak service operations capacity near 180-200 vph. One site planner noted peak daily service of 1,400 at another site. The FHU study estimated 10% of daily volume during the peak hour, which would yield 140 vehicles during the peak hour on a peak day.

Response: Comment acknowledged.

Comment #4: Observations of other sites in the metropolitan area show queuing that is beyond what the simulation of 150 vph produced. This indicates the potential for either greater demand than what has been estimated or service rate that is slower than what has been provided. The simulation results for peak hour demand of 200 vph may be more indicative of high demand days based on observations. Queues during high demand days (demand near 200 vph) would be expected to extend out of the car wash sites and onto Hillcrest Plaza. This would be the case for development of either site by itself, independent of the other. This is illustrated in the graphic in the Recommendations section with traffic queued onto Hillcrest Plaza with an added southbound right-turn lane on Hillcrest Plaza into the Val Vista car wash. Traffic exiting the car washes or other developments along Hillcrest Plaza may be blocked by queues.

Response: Comment acknowledged.

Comment #5: The following recommendations are based on the accuracy of the volumes collected by FHU:

- **108th Street & Giles Road**
 - Construct EBR Lane (250')
 - Construct WBR Lane (150')
 - Extend EBL Lane (400')
 - Extend NBL Lane (400')
- **107th Street & Giles Road**
 - Convert Full-Access intersection to RIRO or ¾ Access intersection
 - Construct WBR Lane (feasibility constraint)
- **108th Street & Brentwood Drive**
 - Construct NBR Lane
 - Install Traffic Signal

Response: These recommendations were included in the revised traffic study except for the northbound right turn lane along 108th Street at Brentwood Drive or the westbound right turn lane along Giles Road at 107th Street. These turn lanes are not yet warranted. Of note, once more development is constructed on the northeast corner of Brentwood Drive and 108th Street, these turn lanes may likely be warranted.

Comment #6: Improvements at 108th Street & Brentwood Drive should be discussed between developments and City of La Vista for cost sharing.

Response: Agreed.

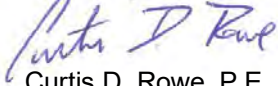
Comment #7: A southbound right-turn lane on Hillcrest Parkway into the Val Vista car wash should also be considered to provide added storage for entry into the north car wash and limit potential for spillback to Brentwood Drive. This would provide for vehicles destined to the Val Vista car wash and vehicles to the other car wash could then bypass queued Val Vista car wash customers. This is illustrated in the following graphic. This may require modification to the site layout to accommodate turning template into the site.

Response: A southbound right turn lane will be provided at the entrance access along Hillcrest Plaza.

If there are any additional questions or if anything else is needed, please feel free to contact me.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Curtis D. Rowe, P.E., PTOE
Vice President

Traffic Impact Study

Val Vista Car Wash

La Vista, Nebraska

Prepared for:

E & A Consulting Group, Inc.

Kimley»Horn

T R A F F I C I M P A C T S T U D Y

Val Vista Car Wash

La Vista, Nebraska

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08/08/2023

August 2023

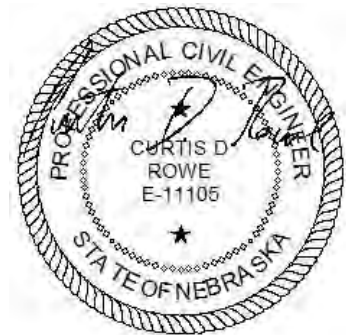
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08/08/2023

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1.0 EXECUTIVE SUMMARY

Val Vista Car Wash is proposed to be located on the southeast corner of the 108th Street and Brentwood Drive intersection in La Vista, Nebraska. It is part of the overall Val Vista development area proposed on the northeast corner of 108th Street and Giles Road. The project is proposed to include an approximate 4,625 square foot automated car wash. It is expected that Val Vista Car Wash will be completed in the next couple years. Therefore, analysis was conducted for the 2025 short-term buildout horizon as well as the 2045 long-term twenty-year planning horizon.

The purpose of this traffic study is to identify project traffic generation characteristics to determine potential project traffic related impacts on the local street system and to develop the necessary mitigation measures required for the identified traffic impacts. The following intersections were incorporated into this traffic study in accordance with the City of La Vista standards and requirements:

- 108th Street and Brentwood Drive
- 108th Street and Giles Road
- 107th Street and Giles Road

In addition, the proposed two access intersections along Hillcrest Plaza at Brentwood Drive and at 107th Street were included for evaluation.

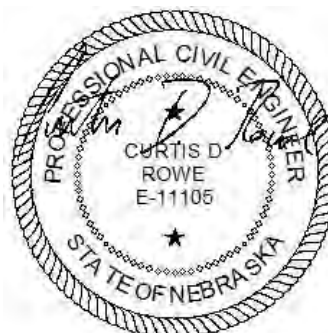
Regional access to Val Vista Car Wash will be provided by Interstate 80 (I-80). Primary access will be provided by Giles Road and 108th Street. Access will be provided by the intersections of Brentwood Drive/Hillcrest Plaza and 107th Street/Hilcrest Plaza while direct access is proposed with driveways along Hillcrest Plaza.

Based on Institute of Transportation Engineers (ITE) *Trip Generation Manual* rates and equations, Val Vista Car Wash is expected to generate approximately 660 weekday daily trips, with 66 of these trips occurring during the morning and afternoon peak hours.

Based on the analysis presented in this report, Kimley-Horn believes Val Vista Car Wash will be successfully incorporated into the existing and future roadway network. Analysis of the existing

street network, the proposed project development, and expected traffic volumes resulted in the following recommendations:

- With completion of the Val Vista Car Wash project, direct access is proposed along Hillcrest Plaza at two accesses. The south access is intended primarily for inbound traffic while the north access is intended primarily for exiting traffic. An approximate 75-foot southbound right turn lane into the south access along Hillcrest Plaza will be provided into the site.
- The intersection of 108th Street and Brentwood Drive is nearing warrants for signalization based on the four-hour peak periods. However, all four hours are not met in 2025. The intersection should be monitored for signalization in the future with the addition of traffic from surrounding undeveloped areas.
- The 107th Street and Giles Road intersection is recommended to be converted to three-quarter movements (minor street left turn and through movements restricted) as requested by the City. The southbound and northbound approaches will operate with right turn only movements. Therefore, R3-5R Right Turn Only signs could be placed underneath the STOP signs on both minor approaches. Likewise, an S-shaped raised median within the middle of the intersection may be desired to physically restrict minor street left turn and through movements.
- If 2045 traffic volumes are realized, the 150-foot eastbound left turn at 108th Street and Giles Road intersection may need to be extended to 400 feet. An exclusive eastbound right turn lane may need to be constructed to provide a length of 250 feet while a westbound right turn lane may need to be constructed to provide a length of 150 feet. Lastly, dual southbound left turn lanes may be needed with the second southbound left turn lane restriped within the existing pavement space striped out at this intersection.
- Any onsite or offsite improvements should be incorporated into the Civil Drawings and conform to standards of the City of La Vista and the Manual on Uniform Traffic Control Devices (MUTCD) – 2009 Edition.



2.0 INTRODUCTION

Kimley-Horn has prepared this report to document the results of a Traffic Impact Study for Val Vista Car Wash proposed to be located on the southeast corner of the 108th Street and Brentwood Drive intersection in La Vista, Nebraska. It is part of the overall Val Vista development area proposed on the northeast corner of 108th Street and Giles Road. A vicinity map illustrating the Val Vista Car Wash development location is shown in **Figure 1**. Val Vista Car Wash is proposed to include an approximate 4,625 square-foot car wash. A conceptual site plan is attached in **Appendix H**. It is expected that Val Vista Car Wash will be completed in the next couple of years; therefore, analysis was conducted for the 2025 short-term buildout horizon as well as the 2045 long-term twenty-year planning horizon.

The purpose of this traffic study is to identify project traffic generation characteristics to determine potential project traffic related impacts on the local street system and to develop the necessary mitigation measures required for the identified traffic impacts. The following intersections were incorporated into this traffic study in accordance with the City of La Vista standards and requirements:

- 108th Street and Brentwood Drive
- 108th Street and Giles Road
- 107th Street and Giles Road

In addition, the proposed two access intersections along Hillcrest Plaza at Brentwood Drive and at 107th Street were included for evaluation.

Regional access to Val Vista Car Wash will be provided by Interstate 80 (I-80). Primary access will be provided by Giles Road and 108th Street. Access will be provided by the intersections of Brentwood Drive/Hillcrest Plaza and 107th Street/Hilcrest Plaza while direct access is proposed with driveways along Hillcrest Plaza.

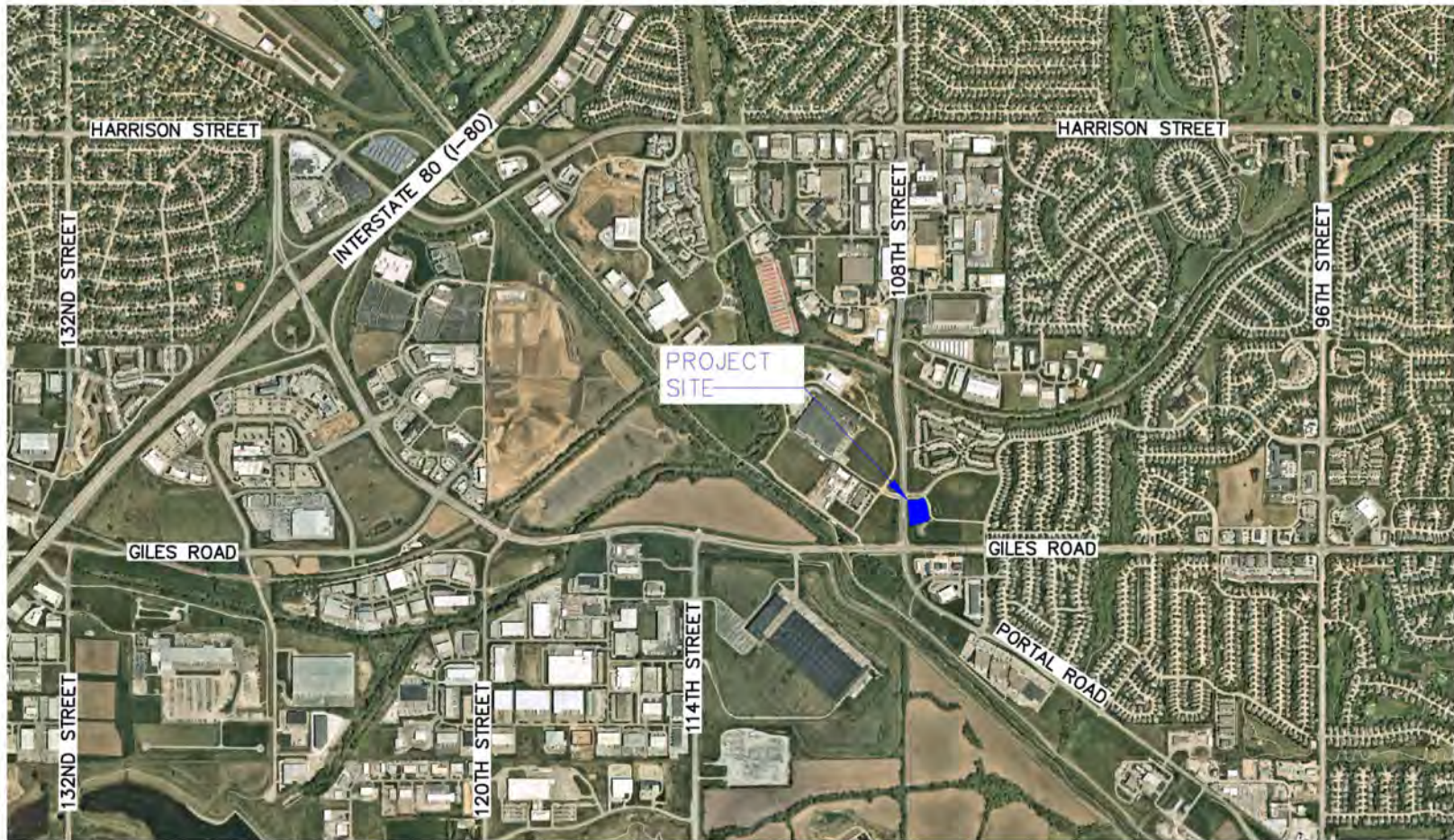


FIGURE 1
VAL VISTA CAR WASH
LA VISTA, NEBRASKA
VICINITY MAP

3.0 EXISTING AND FUTURE CONDITIONS

3.1 Existing Study Area

The existing site is comprised of vacant land. Directly northeast and east of the site is remaining vacant land for the Val Vista mixed-use development. Extending to the east are residential homes and to the north are multifamily dwelling units with industrial/warehouse uses further north. Extending to the west are industrial uses and agricultural land.

3.2 Existing Roadway Network

Giles Road extends east/west with two through lanes of travel in each direction with a raised median divider. The posted speed limit along this roadway is 45 miles per hour through the study intersections. There are sidewalks present along completed development's frontages.

108th Street provides two through lanes in each direction extending northbound and southbound, north of Giles Road. South of Giles Road the roadway changes alignment to curve to the southeast and the name changes to Portal Road. Portal Road is primarily a three-lane roadway, but two northbound through lanes and one southbound through lane do exist just south of Giles Road. The posted speed limit along 108th Street is 40 miles per hour.

107th Street is a two-lane roadway extending mainly in the northbound and southbound direction through the study area. The posted speed limit along 107th Street is 25 miles per hour. Sidewalk is provided on the east side of the roadway in front of the residential homes.

Brentwood Drive provides one through lane in each direction extending eastbound and westbound with a posted speed limit of 25 miles per hour. Sidewalks are not currently present west of 108th Street. However, east of 108th Street, sidewalk is only provided on the north side of Brentwood Drive.

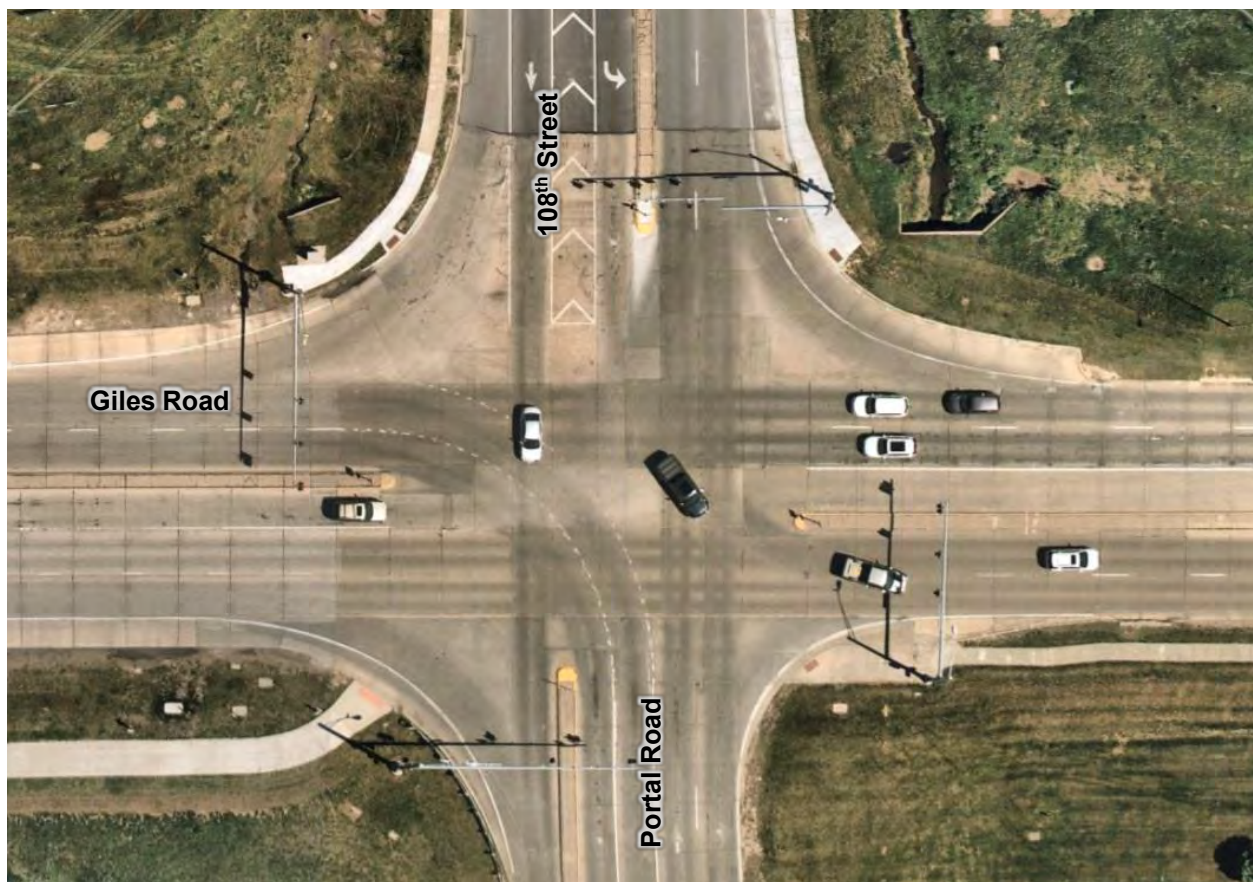
Hillcrest Plaza is a two-lane roadway that intersects Brentwood Drive as a north/south roadway and intersects 107th Street as an east/west roadway. There is currently nominal traffic volumes along Hillcrest Plaza with the roadway connecting Brentwood Drive and 107th Street with no land uses to the north or south of the roadway yet existing.

The unsignalized intersection of 108th Street and Brentwood Drive operates with stop control on the eastbound and westbound approaches of Brentwood Drive. The eastbound and westbound approaches each provide a left turn lane and a shared through/right turn lane. The northbound and southbound approaches of 108th Street each provide a left turn lane and two through lanes with the outside through being a shared right turn. An aerial photo of the existing intersection configuration is below (north is up - typical).



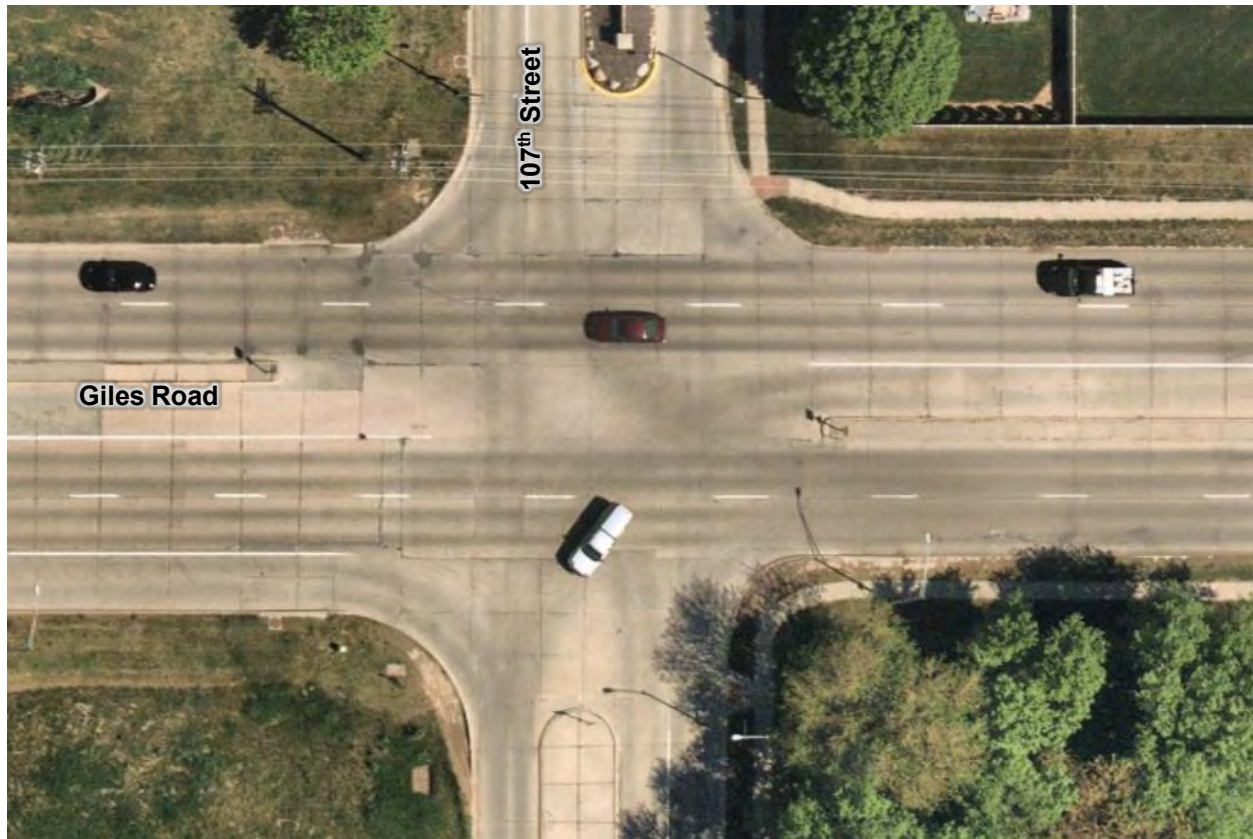
108th Street & Brentwood Drive

The signalized intersection of 108th Street and Giles Road operates with projected-only left turn phasing on the northbound 108th Street/Portal Road approach and protected-permitted left turn phasing on the eastbound, westbound, and southbound approaches. The eastbound and westbound approaches of Giles Road each provide a left turn lane and two through lanes with the outside lane being a shared right turn. The northbound approach of 108th Street/Portal Road provides dual left turn lane and two through lanes with the outside through lane having a shared right turn. The southbound 108th Street approach provides a left turn lane, a striped-out area for a possible future southbound left turn lane, a through lane, and a right turn lane. An aerial photo of the existing intersection configuration is below.



108th Street & Giles Road

The unsignalized intersection of 107th Street and Giles Road operates with stop control on the northbound and southbound approaches of 107th Street. The northbound and southbound approaches each provide a left turn lane and a shared through/right turn lane. The eastbound approach of Giles Road provides a left turn lane, two through lanes, and a right turn lane while the westbound approach provides a left turn lane and two through lanes with the outside through lane providing a shared right turn. An aerial photo of the existing intersection configuration is below.



107th Street & Giles Road

The intersection lane configuration and control for the study area intersections are shown in **Figure 2**.

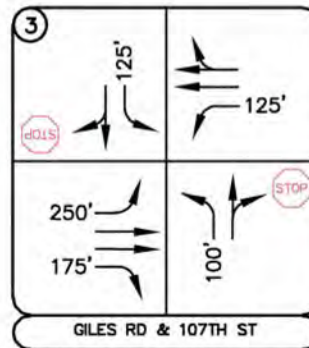
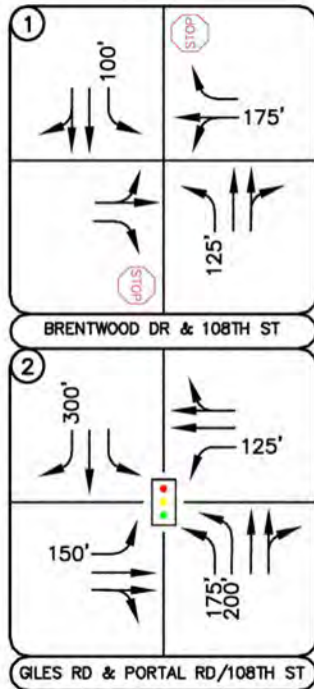
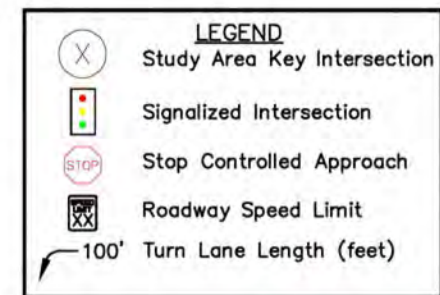


FIGURE 2
VAL VISTA CAR WASH
LA VISTA, NEBRASKA
EXISTING GEOMETRY AND CONTROL



3.3 Existing Traffic Volumes

Existing turning movement counts were conducted at the study intersections on Tuesday, February 21, 2023 during the weekday morning and afternoon peak hours. The counts were conducted during the morning and afternoon peak hours of adjacent street traffic in 15-minute intervals from 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM on this count date. However, the adjacent development *108th Street/Giles Road TIA* collected turning movement counts in March 2023. The City identified the March 2023 counts were higher than the February counts. As shown in **Table 1**, the counts collected in the *108th Street/Giles Road TIA* are higher than the counts collected in February 2023. Therefore, the *108th Street/Giles Road TIA* counts were used within this traffic study instead, as requested by the City of La Vista.

Table 1 – Turning Movement Count Comparison

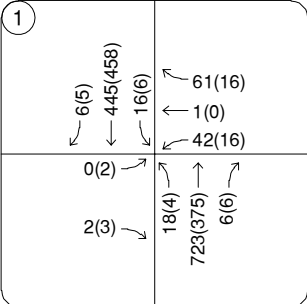
Data Collection	108 th & Giles		107 th & Giles		108 th & Brentwood	
	AM	PM	AM	PM	AM	PM
2/21/2023	4,109	4,309	2,102	3,024	2,157	2,772
<i>108th Street/Giles Road TIA</i>	4,934	6,235	2,207	3,471	2,145	2,687

Existing traffic volumes are shown in **Figure 3** with count sheets provided in **Appendix A**.

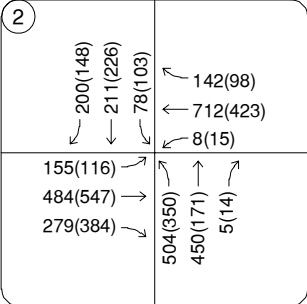
3.4 Unspecified Development Traffic Growth

According to traffic projections from the Metropolitan Area Planning Agency (MAPA) traffic model, the area surrounding the site is expected to have an average 30-year growth factor between 1.4 and 1.6. The average of these growth factors (1.5) equates to an average annual growth rate of 1.35 percent. Future traffic volume projections and growth rate calculations are provided in **Appendix B**. The 1.35 percent annual growth rate was used to calculate future traffic volumes at the study area intersections. This annual growth rate was used to estimate short-term 2025 and long-term 2045 traffic volume projections at the key intersections. Of note, the south leg of 107th Street at Giles Road is a cut-through street and is not anticipated to have additional growth than what is currently on the roadway. Since the *108th Street/Giles Road TIA* development is under review and will be directly adjacent to the site, the project traffic volumes associated with *108th Street/Giles Road* development were added directly to the background traffic volumes. The calculated background traffic volumes for 2025 and 2045 are shown in **Figure 4** and **Figure 5**, respectively.

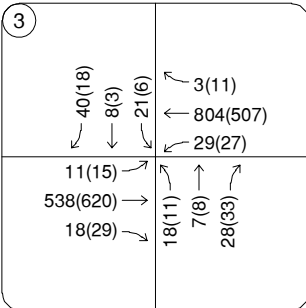
Existing traffic volumes taken from the 108th Street/Giles Road TIA prepared in March 2023. The morning peak hour is 7:15 to 8:15 AM and the afternoon peak hour is 4:30 to 5:30 PM at the study intersections.



BRENTWOOD DR & 108TH ST



GILES RD & PORTAL RD/108TH ST



GILES RD & 107TH ST



FIGURE 3
VAL VISTA CAR WASH
LA VISTA, NEBRASKA
2023 EXISTING TRAFFIC VOLUMES

LEGEND

X

Study Area Key Intersection

xxx(xxx)

Weekday AM(PM)
Peak Hour Traffic Volumes

xx,x00

Estimated Daily Traffic Volume

1	<div> <div>6(5)</div> <div>455(467)</div> <div>22(17)</div> </div> <div> <div>79(27)</div> <div>1(0)</div> <div>49(45)</div> </div>
	<div> <div>0(2)</div> <div>2(3)</div> </div> <div> <div>18(4)</div> <div>738(376)</div> <div>23(36)</div> </div>

BRENTWOOD DR & 108TH ST

2	<div> <div>215(170)</div> <div>221(240)</div> <div>80(106)</div> </div> <div> <div>146(101)</div> <div>732(436)</div> <div>9(18)</div> </div>
	<div> <div>167(133)</div> <div>500(566)</div> <div>287(394)</div> </div> <div> <div>518(360)</div> <div>466(183)</div> <div>6(17)</div> </div>

GILES RD & PORTAL RD/108TH ST

3	<div> <div>46(28)</div> <div>9(4)</div> <div>32(24)</div> </div> <div> <div>13(29)</div> <div>823(516)</div> <div>29(27)</div> </div>
	<div> <div>17(25)</div> <div>551(634)</div> <div>18(29)</div> </div> <div> <div>18(11)</div> <div>8(9)</div> <div>28(33)</div> </div>

GILES RD & 107TH ST



LEGEND

- (X) Study Area Key Intersection
- XXX(XXX) Weekday AM(PM)
Peak Hour Traffic Volumes
- [XX,X00] Estimated Daily Traffic Volume

FIGURE 4
 VAL VISTA CAR WASH
 LA VISTA, NEBRASKA
 2025 BACKGROUND TRAFFIC VOLUMES

1	<div> <div>8(7)</div> <div>596(612)</div> <div>27(19)</div> </div> <div> <div>98(32)</div> <div>1(0)</div> <div>62(50)</div> </div>
	<div> <div>0(3)</div> <div>3(4)</div> </div> <div> <div>24(5)</div> <div>966(495)</div> <div>25(38)</div> </div>

BRENTWOOD DR & 108TH ST

2	<div> <div>279(217)</div> <div>287(312)</div> <div>105(138)</div> </div> <div> <div>191(132)</div> <div>957(570)</div> <div>12(23)</div> </div>
	<div> <div>216(170)</div> <div>653(739)</div> <div>375(516)</div> </div> <div> <div>677(470)</div> <div>608(237)</div> <div>8(22)</div> </div>

GILES RD & PORTAL RD/108TH ST

3	<div> <div>59(34)</div> <div>10(5)</div> <div>38(26)</div> </div> <div> <div>14(33)</div> <div>1077(676)</div> <div>29(27)</div> </div>
	<div> <div>21(30)</div> <div>721(830)</div> <div>18(29)</div> </div> <div> <div>18(11)</div> <div>9(10)</div> <div>28(33)</div> </div>

GILES RD & 107TH ST



LEGEND

- (X) Study Area Key Intersection
- XXX(XXX) Weekday AM(PM)
Peak Hour Traffic Volumes
- [XX,X00] Estimated Daily Traffic Volume

FIGURE 5
 VAL VISTA CAR WASH
 LA VISTA, NEBRASKA
 2045 BACKGROUND TRAFFIC VOLUMES

4.0 PROJECT TRAFFIC CHARACTERISTICS

4.1 Trip Generation

Site-generated traffic estimates are determined through a process known as trip generation. Rates and equations are applied to the proposed land use to estimate traffic generated by the development during a specific time interval. The acknowledged source for trip generation rates is the *Trip Generation Manual*¹ published by the Institute of Transportation Engineers (ITE). ITE has established trip rates in nationwide studies of similar land uses. For this study, Kimley-Horn used the ITE Trip Generation Report average rates that apply to Automated Car Wash (ITE Land Use Code 948) for traffic associated with the development. Of note, ITE does not provide rates for the morning peak hour, but the car wash will be operational during the morning peak hour. Therefore, the morning peak hour utilized the afternoon peak hour rates to provide a conservative analysis. Likewise, a daily trip rate is not provided, so the daily volume was assumed to be ten times the peak hour trip generation volume, which is the typical average of all uses that 10 percent of the daily volume occurs during the peak hour.

Based on ITE *Trip Generation Manual* rates and equations, Val Vista Car Wash is expected to generate approximately 660 weekday daily trips, with 66 of these trips occurring during the morning and afternoon peak hours. Calculations were based on the procedure and information provided in the ITE *Trip Generation Manual, 11th Edition – Volume 1: User's Guide and Handbook*, 2021. **Table 2** summarizes the estimated trip generation for the Val Vista Car Wash. The trip generation worksheets are included in **Appendix C**.

Table 2 – Val Vista Car Wash Traffic Generation

Land Use and Size	Weekday Vehicle Trips						
	Daily	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
Automated Car Wash (ITE 948) – 4,625 Square Feet	660	33	33	66	33	33	66

¹ Institute of Transportation Engineers, *Trip Generation Manual*, Eleventh Edition, Washington DC, 2021.

4.2 Trip Distribution

Distribution of site traffic on the street system was based on the area street system characteristics, existing traffic patterns, existing and anticipated surrounding demographic information, and the proposed access system for the project. The directional distribution of traffic is a means to quantify the percentage of site-generated traffic that approaches the site from a given direction and departs the site back to the original source. The project trip distribution for the proposed development is illustrated in **Figure 6**.

4.3 Traffic Assignment

Val Vista Car Wash traffic assignment was obtained by applying the project trip distribution to the estimated traffic generation of the development shown in **Table 1**. Traffic assignment is shown in **Figure 7**.

4.4 Total (Background Plus Project) Traffic

Site traffic volumes were added to the background volumes to represent estimated traffic conditions for the short-term 2025 buildout horizon and long-term 2045 twenty-year planning horizon. These total traffic volumes for the study area are illustrated for the 2025 and 2045 horizon years in **Figures 8** and **9**, respectively.

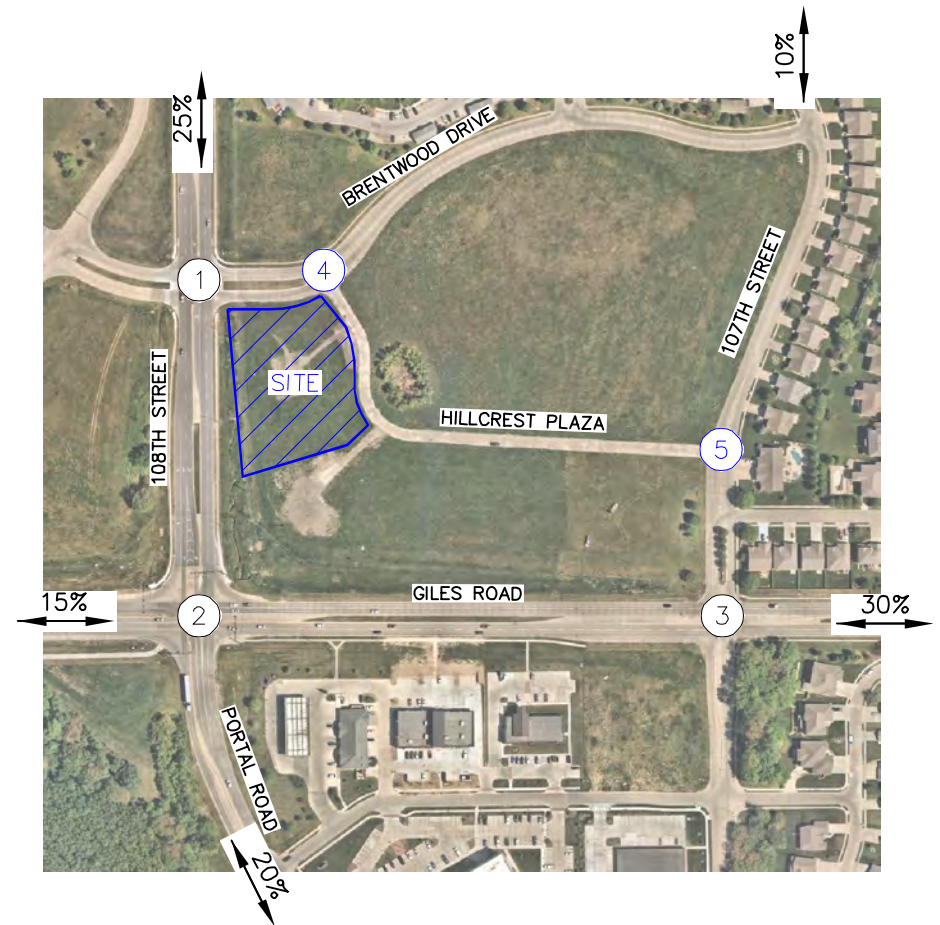
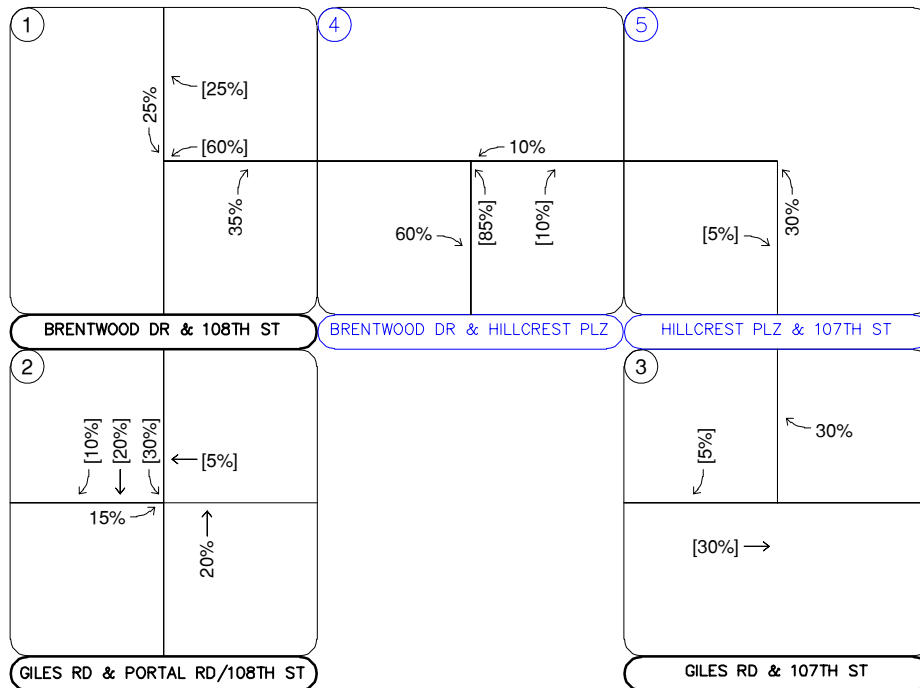
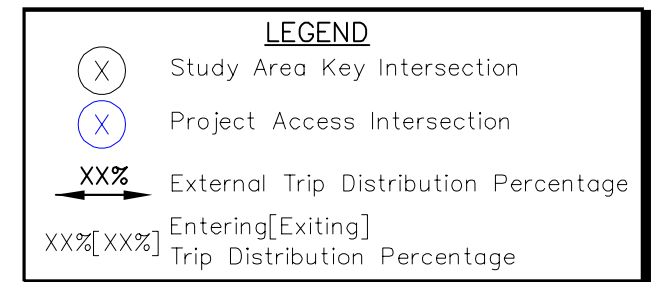


FIGURE 6
VAL VISTA CAR WASH
LA VISTA, NEBRASKA
PROJECT TRIP DISTRIBUTION



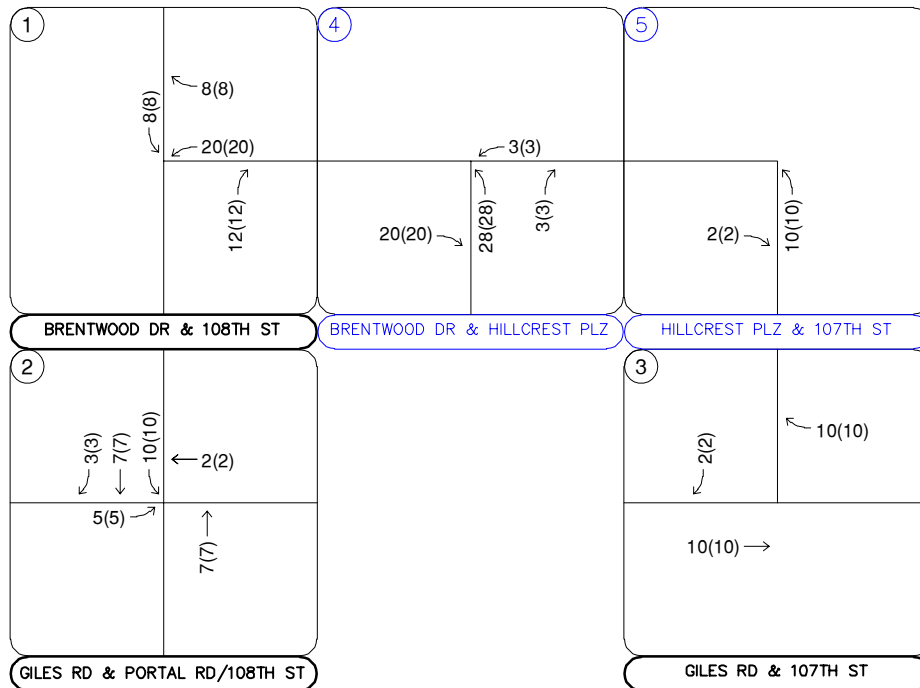


FIGURE 7
VAL VISTA CAR WASH
LA VISTA, NEBRASKA
PROJECT TRAFFIC ASSIGNMENT

LEGEND

- (X) Study Area Key Intersection
- (X) Project Access Intersection
- XXX(XXX) Weekday AM(PM)
Peak Hour Traffic Volumes
- XX,X00 Estimated Daily Traffic Volume

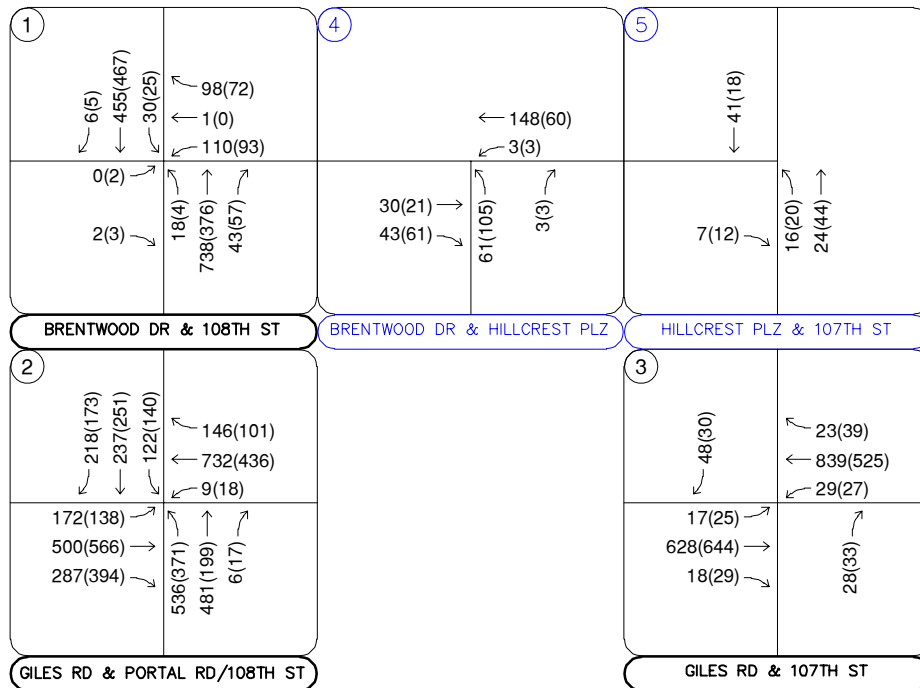
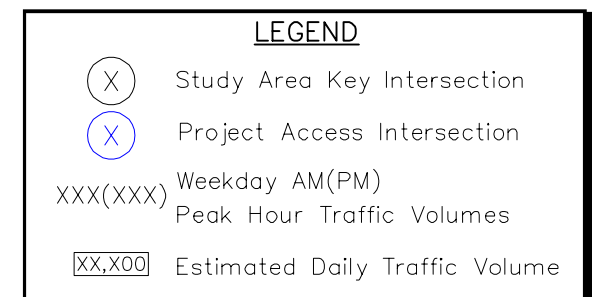


FIGURE 8
 VAL VISTA CAR WASH
 LA VISTA, NEBRASKA
 2025 TOTAL TRAFFIC VOLUMES



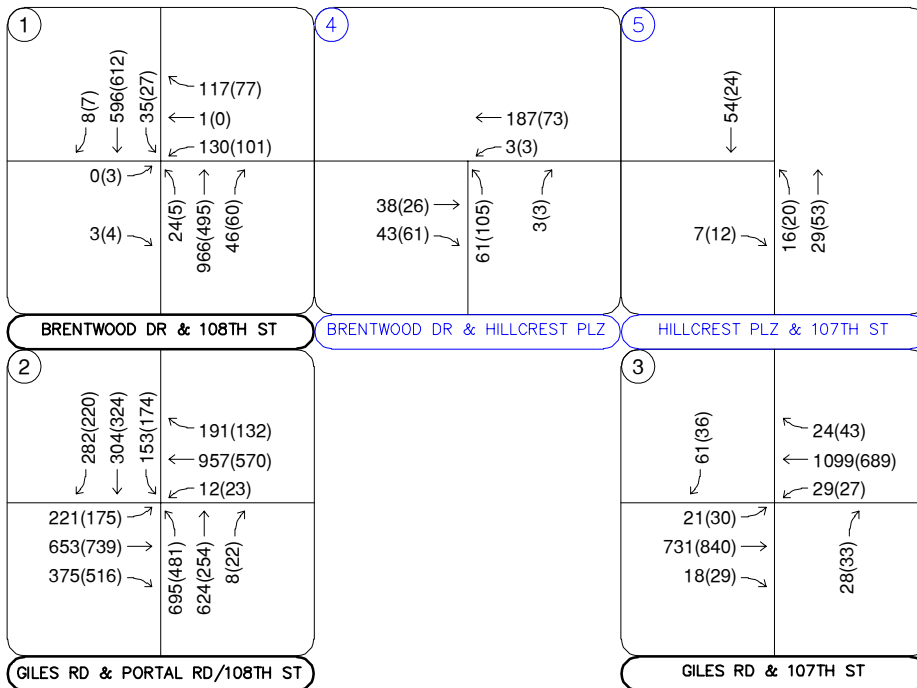
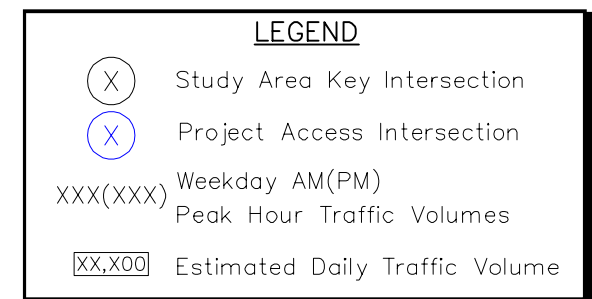


FIGURE 9
 VAL VISTA CAR WASH
 LA VISTA, NEBRASKA
 2045 TOTAL TRAFFIC VOLUMES



5.0 TRAFFIC OPERATIONS ANALYSIS

Kimley-Horn's analysis of traffic operations in the site vicinity was conducted to determine potential capacity deficiencies in the 2025 and 2045 development horizons at the identified key intersections. The acknowledged source for determining overall capacity is the *Highway Capacity Manual (HCM)*².

5.1 Analysis Methodology

Capacity analysis results are listed in terms of Level of Service (LOS). LOS is a qualitative term describing operating conditions a driver will experience while traveling on a particular street or highway during a specific time interval. It ranges from A (very little delay) to F (long delays and congestion). For intersections and roadways in this study area, standard traffic engineering practice recommends overall intersection LOS D and movement/approach LOS E as the minimum desirable thresholds for acceptable operations. **Table 3** shows the definition of level of service for signalized and unsignalized intersections.

Table 3 – Level of Service Definitions

Level of Service	Signalized Intersection Average Total Delay (sec/veh)	Unsignalized Intersection Average Total Delay (sec/veh)
A	≤ 10	≤ 10
B	> 10 and ≤ 20	> 10 and ≤ 15
C	> 20 and ≤ 35	> 15 and ≤ 25
D	> 35 and ≤ 55	> 25 and ≤ 35
E	> 55 and ≤ 80	> 35 and ≤ 50
F	> 80	> 50

Definitions provided from the Highway Capacity Manual, Sixth Edition, Transportation Research Board, 2016.

Study area intersections were analyzed based on average total delay analysis for signalized and unsignalized intersections. Under the unsignalized analysis, the LOS for a two-way stop-controlled intersection is determined by the computed or measured control delay and is defined for each minor movement. LOS for a two-way stop-controlled intersection is not defined for the intersection as a whole. LOS for signalized, roundabout, and all-way stop controlled intersections are defined for each approach and for the overall intersection.

² Transportation Research Board, *Highway Capacity Manual*, Sixth Edition, Washington DC, 2016.

5.2 Key Intersection Operational Analysis

Calculations for the operational level of service at the key intersections for the study area are provided in **Appendix D**. The existing year analysis is based on the lane geometry and intersection control shown in **Figure 2**. Existing peak hour factors were utilized in the long-term 2045 horizon analysis. Synchro traffic analysis software was used to analyze the signalized, and unsignalized key intersections for HCM level of service.

108th Street and Brentwood Drive

The unsignalized intersection of 108th Street and Brentwood Drive operates with stop control on the eastbound and westbound approaches of Brentwood Drive. The intersection movements operate acceptably at LOS C or better during both peak hours under existing conditions with the exception of the westbound left/through movement which operate with LOS E. With background traffic, the westbound left/through movement is anticipated to operate with LOS F and will continue to do so with or without project traffic through 2045. Therefore, an MUTCD Four Hour Signal Warrant was performed, and two out of four hours meet warrants for signalization in 2025. However, by 2045 all four hours may meet warrants for signalization. The signal warrant analysis is provided in **Appendix F**. Therefore, an analysis was provided for the short-term and long-term with signalization of this intersection to alleviate the westbound approach delay. Of note, the eastbound and westbound left turn lanes are recommended to be striped as exclusive turn lanes and the northbound and southbound left are recommended to operate with protected-permitted left turn phasing. With signalization, the intersection may operate with LOS B or better during both peak hours through the 2045 horizon. **Table 4** provides the results of the LOS analysis conducted at this intersection.

Table 4 – 108th Street and Brentwood Drive LOS Results

Scenario	AM Peak Hour		PM Peak Hour	
	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS
2023 Existing				
Northbound Left	8.6	A	8.4	A
Eastbound Left/Through	0.0	A	17.1	C
Eastbound Right	9.9	A	9.9	A
Westbound Left/Through	46.4	E	16.6	C
Westbound Right	12.2	B	9.6	A
Southbound Left	9.7	A	8.2	A
2025 Background				
Northbound Left	8.6	A	8.5	A
Eastbound Left/Through	0.0	A	18.2	C
Eastbound Right	10.0	B	9.9	A
Westbound Left/Through	57.1	F	19.3	C
Westbound Right	12.7	B	9.8	A
Southbound Left	9.9	A	8.3	A
2025 Background Plus Project				
Northbound Left	8.6	A	8.5	A
Eastbound Left/Through	0.0	A	19.6	C
Eastbound Right	10.0	B	9.9	A
Westbound Left/Through	188.9	F	24.5	C
Westbound Right	13.3	B	10.3	B
Southbound Left	10.1	B	8.4	A
2025 Background Plus Project #	10.5	B	9.6	A
2045 Background				
Northbound Left	9.2	A	9.0	A
Eastbound Left/Through	0.0	A	25.0	D
Eastbound Right	10.6	B	10.5	B
Westbound Left/Through	280.3	F	28.6	D
Westbound Right	15.5	C	10.4	B
Southbound Left	11.4	B	8.7	A
2045 Background Plus Project				
Northbound Left	9.2	A	9.0	A
Eastbound Left/Through	0.0	A	27.5	D
Eastbound Right	10.6	B	10.5	B
Westbound Left/Through	>300	F	45.0	E
Westbound Right	16.6	C	10.9	B
Southbound Left	11.7	B	8.8	A
2045 Background Plus Project #	11.5	B	9.5	A

= Signalized with Separate EB and WB Left Turn Lanes

108th Street and Giles Road

The signalized intersection of 108th Street and Giles Road operates with projected-only left turn phasing on the northbound 108th Street/Portal Road approach and protected-permitted left turn phasing on the eastbound, westbound, and southbound approaches. The intersection currently operates at LOS D during the morning peak hour and LOS C during the afternoon peak hour. With project traffic, the intersection is anticipated to continue operating with LOS D during the morning peak hour and LOS C during the afternoon peak hour through the short-term 2025 horizon. However, if future traffic volumes are realized with or without project traffic, the intersection is anticipated to operate with LOS E during the morning peak hour in 2045 horizon. The *108th Street/Giles Road TIA* identified separate eastbound and westbound right turn lanes. Additionally, southbound dual left turn lanes with a second southbound left turn lane may need to be restriped within the existing pavement. With these improvements, the intersection may operate with LOS D during both peak hours in 2045. **Table 5** provides the results of the LOS analysis conducted at this intersection.

Table 5 – 108th Street and Giles Road LOS Results

Scenario	AM Peak Hour		PM Peak Hour	
	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS
2023 Existing	36.8	D	31.2	C
2025 Background	38.3	D	32.3	C
2025 Background Plus Project	39.3	D	33.1	C
2045 Background	60.8	E	41.9	D
2045 Background Plus Project	63.9	E	43.2	D
2045 Background Plus Project #	49.2	D	37.8	D

= Separate EB and WB Right Turn Lane, Second SB Left Turn Lane

107th Street and Giles Road

The unsignalized intersection of 107th Street and Giles Road operates with stop control on the northbound and southbound approaches of 107th Street. Under existing conditions, the northbound left turn and southbound left turn movements operate with LOS E during the morning peak hour, while the other movements operate acceptably at LOS D or better during both peak hours. However, with the addition of background traffic, the southbound left turn movement increases delay to a LOS F. Therefore, the intersection is recommended to be converted to three-quarter movements (minor street left turn and through movements restricted) as requested by the

City. The southbound and northbound approaches will operate with right turn only movements. Therefore, R3-5R Right Turn Only signs could be placed underneath the STOP signs on both minor approaches. Likewise, an S-shaped raised median within the middle of the intersection may be desired to physically restrict minor street left turn and through movements. With this intersection turning movement restriction, the movements may operate with LOS B or better throughout 2045. **Table 6** provides the results of the LOS analysis conducted at this intersection.

Table 6 – 107th Street and Giles Road LOS Results

Scenario	AM Peak Hour		PM Peak Hour	
	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS
2023 Existing				
Northbound Left	36.7	E	26.1	D
Northbound Through/Right	17.4	C	14.8	B
Eastbound Left	9.8	A	8.6	A
Westbound Left	8.9	A	9.1	A
Southbound Left	47.2	E	24.7	C
Southbound Through/Right	18.4	C	13.0	B
2025 Background				
Northbound Left	40.8	E	28.3	D
Northbound Through/Right	19.4	C	15.9	C
Eastbound Left	10.0	A	8.7	A
Westbound Left	8.9	A	9.1	A
Southbound Left	61.0	F	29.5	D
Southbound Through/Right	19.6	C	13.2	B
2025 Background Plus Project #				
Northbound Right	10.8	B	9.6	A
Eastbound Left	10.1	B	8.8	A
Westbound Left	9.2	A	8.0	A
Southbound Right	12.4	B	10.4	B
2045 Background				
Northbound Left	103.4	F	48.5	E
Northbound Through/Right	36.0	E	23.5	C
Eastbound Left	11.5	B	9.3	A
Westbound Left	9.6	A	10.0	A
Southbound Left	262.6	F	54.5	F
Southbound Through/Right	34.3	D	17.1	C
2045 Background Plus Project #				
Northbound Right	11.3	B	11.8	B
Eastbound Left	11.7	B	9.4	A
Westbound Left	9.7	A	10.0	B
Southbound Right	14.8	B	11.2	B

= Convert from Full Movement to Three-Quarter

Project Accesses

With completion of the Val Vista Car Wash, the project will use the existing intersections of Brentwood Drive/Hillcrest Plaza and Hillcrest Plaza/107th Avenue for access. These intersections were included in this access analysis because Hillcrest Plaza generates nominal trips along the roadway today. However, direct access is proposed along Hillcrest Plaza at two driveways. The south access is intended primarily for inbound traffic while the north access is intended primarily for exiting traffic. The south entrance access is proposed to include an approximate 75-foot right turn lane into the site. However, if both accesses will allow two-way traffic, it is recommended that R1-1 "STOP" signs be installed on the eastbound driveway exiting approach at both driveways. **Table 7** provides the results of the level of service for this project street access. As shown in the table, the Hillcrest Plaza intersections are anticipated to have all movements operating with acceptable LOS B or better during the peak hours in both the buildout year 2025 and the 2045 long term horizons with the Val Vista Car Wash project.

Table 7 – Project Access Level of Service Results

Intersection	2025 Total				2045 Total			
	AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour	
	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS
Brentwood Dr & Hillcrest Plz								
Northbound Approach	10.1	B	9.8	A	10.5	B	9.9	A
Westbound Left	7.4	A	7.4	A	7.4	A	7.4	A
Hillcrest Plz & 107th St								
Northbound Left	7.3	A	7.	A	7.4	A	7.3	A
Eastbound Approach	8.5	A	8.4	A	8.6	A	8.5	A

5.3 Turn Lane Analysis

A turn lane analysis was prepared based on NCHRP Auxiliary Right-Turn Lane Warrants. Based on the northbound right turn lane volumes for the short-term or long-term horizons with project traffic at Brentwood Drive along 108th Street, a northbound right turn lane is **not warranted**. Likewise, the westbound right turn volumes along Giles Road near 107th Street do **not warrant** an auxiliary westbound right turn lane during either the short-term or the long-term horizon. However, development of the remaining vacant parcels may warrant turn these turn lanes. All intersections provide existing auxiliary left turn lanes; therefore, a turn lane warrant evaluation was not needed. The right turn lane warrants are provided in **Appendix F**.

5.4 Vehicle Queuing Analysis

A vehicle queuing analysis was conducted for the study area intersections. The queuing analysis was performed using Synchro presenting the results of the 95th percentile queue lengths. Results are shown in the following **Table 8** with calculations provided within the level of service operational sheets of **Appendix D** for unsignalized intersections and **Appendix E** for signalized intersections.

Table 8 – Turn Lane Queuing Analysis Results

Intersection Turn Lane	Existing Turn Lane Length (feet)	2025 Calculated Queue (feet)	2025 Recommended Length (feet)	2045 Calculated Queue (feet)	2045 Recommended Length (feet)
108th St & Brentwood Dr					
Northbound Left	125'	7'	125'	9'	125'
Eastbound Left	C	111'	C	126'	C
Westbound Left	175'	9'	175'	13'	175'
Southbound Left	100'	13'	100'	17'	100'
108th St & Giles Rd					
Eastbound Left	150'	132'	150'	294'	400'
Eastbound Right	DNE	-	-	82'	250'
Westbound Left	125'	21'	125'	28'	125'
Westbound Right	DNE	-	-	65'	150'
Northbound Left	175'/200'	291' DL	175'/200'	415' DL	175'/200'
Southbound Left	C	111'	C	110' DL	C/ 150'
Southbound Right	300'	118'	300'	194'	300'
107th St & Giles Rd					
Northbound Left	100'	-	DNE	25'	DNE
Eastbound Left	250'	25'	250'	25'	250'
Westbound Left	125'	25'	125'	25'	125'
Southbound Left	125'	-	DNE	25'	DNE
Brentwood Dr & Hillcrest Plz					
Westbound Left	50'	25'	50'	25'	50'

DNE = Does Not Exist; C = Continuous; **Red** Text = Storage Deficiency; **Blue** Text = Recommendation

All queues are anticipated to remain within the existing or recommended turn lane lengths through 2045 with exception of the dual northbound left turn lanes at 108th Street and Giles Road intersection. These turn lanes cannot be extended due to back-to-back left turn lanes with Virginia Street to the south. The City may consider adjusting the green time allotted to the northbound left turn movement or converting the Virginia Street and Portal Road intersection to a right-in/right-out to accommodate extending the northbound left turn lanes.

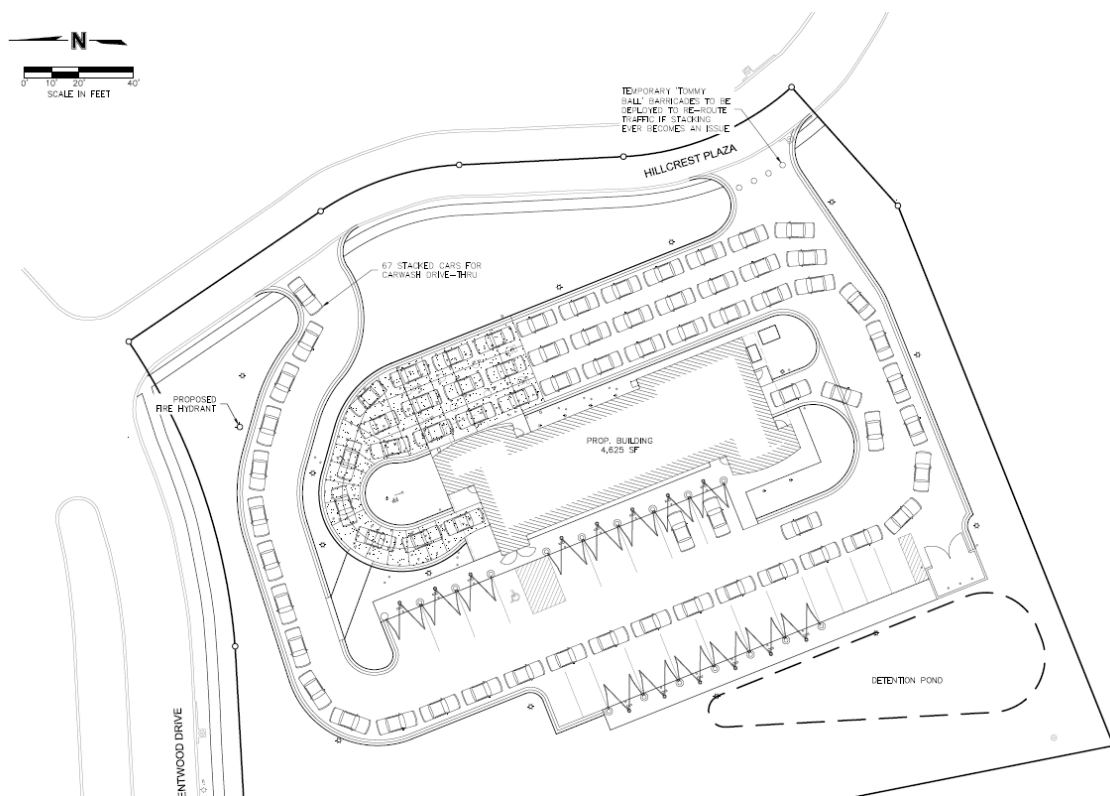
The *108th Street/Giles Road TIA* identified extension of the eastbound left turn at 108th Street and Giles Road intersection to 400 feet by 2045. Additionally, the exclusive eastbound right turn lane should provide a length of 250 feet while the westbound right turn lane provides a length of 150

feet. Dual southbound left turn lanes with the second southbound left turn lane restriped within the existing striped out pavement to provide a length of 150 feet may also be needed by 2045.

5.5 Car Wash Operations

Based on client provided data for the car wash operations, the site can process a car in 90 seconds with a vehicle leaving every 16 seconds. The maximum number of cars processed in one (1) hour is 180 vehicles with a maximum queue length of 110 feet. The existing site plan provides three lanes of stacking queue for 21 vehicles and an additional five (5) vehicles can be stacked prior to the entrance of the car wash. Therefore, vehicles are not anticipated to extend past the provided on-site stacking area. The client provided data is included in **Appendix G**.

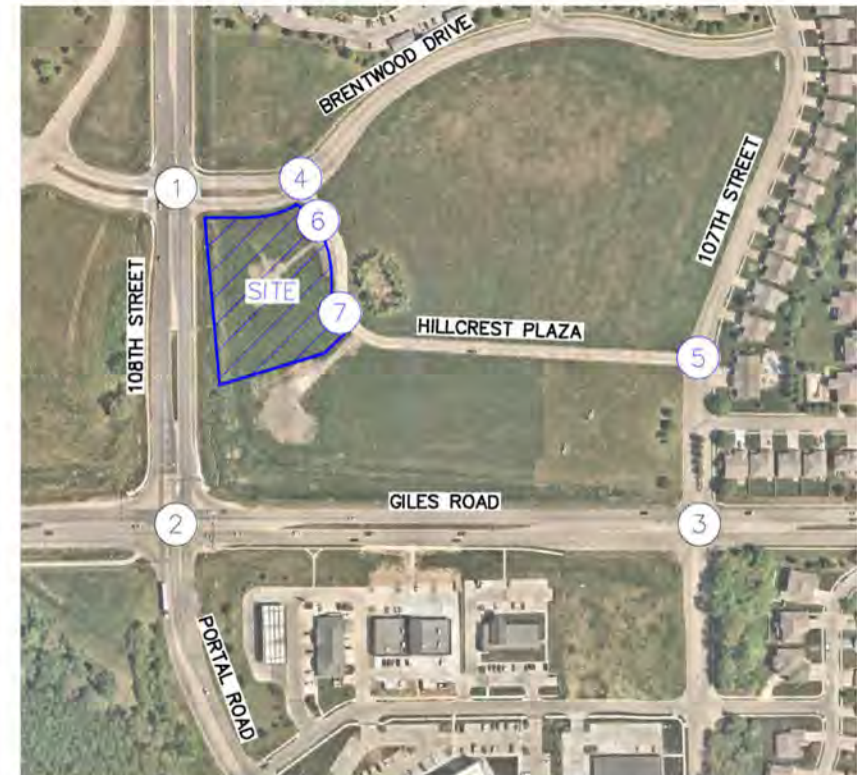
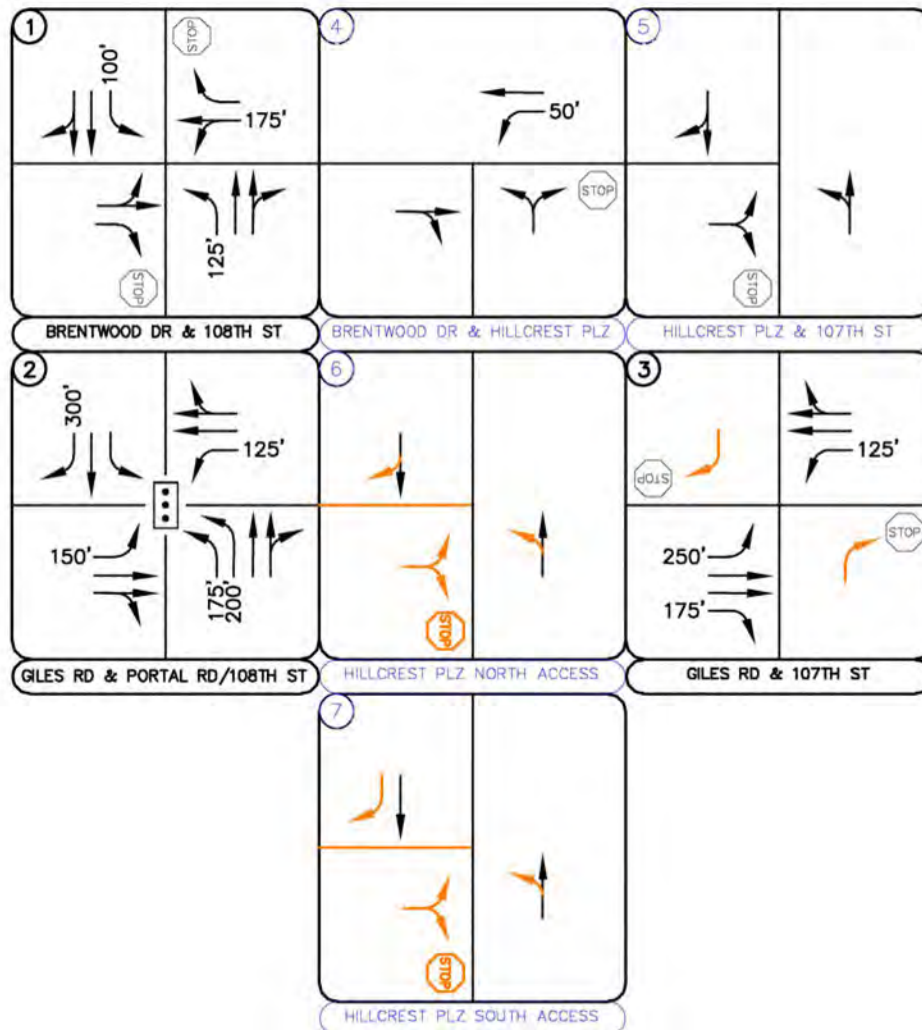
However, if stacking ever becomes an issue and vehicles stack further past the southbound right turn lane into the site, then alternative routes will be implemented. The south access (entrance) will be closed off by temporary barricades to reroute entering vehicles to the north for vehicles to be able to stack around the south side of the building in a counterclockwise direction. A site plan snip of this temporary operation is shown below:



Car Wash Vehicle Queuing Available

5.6 Improvement Summary

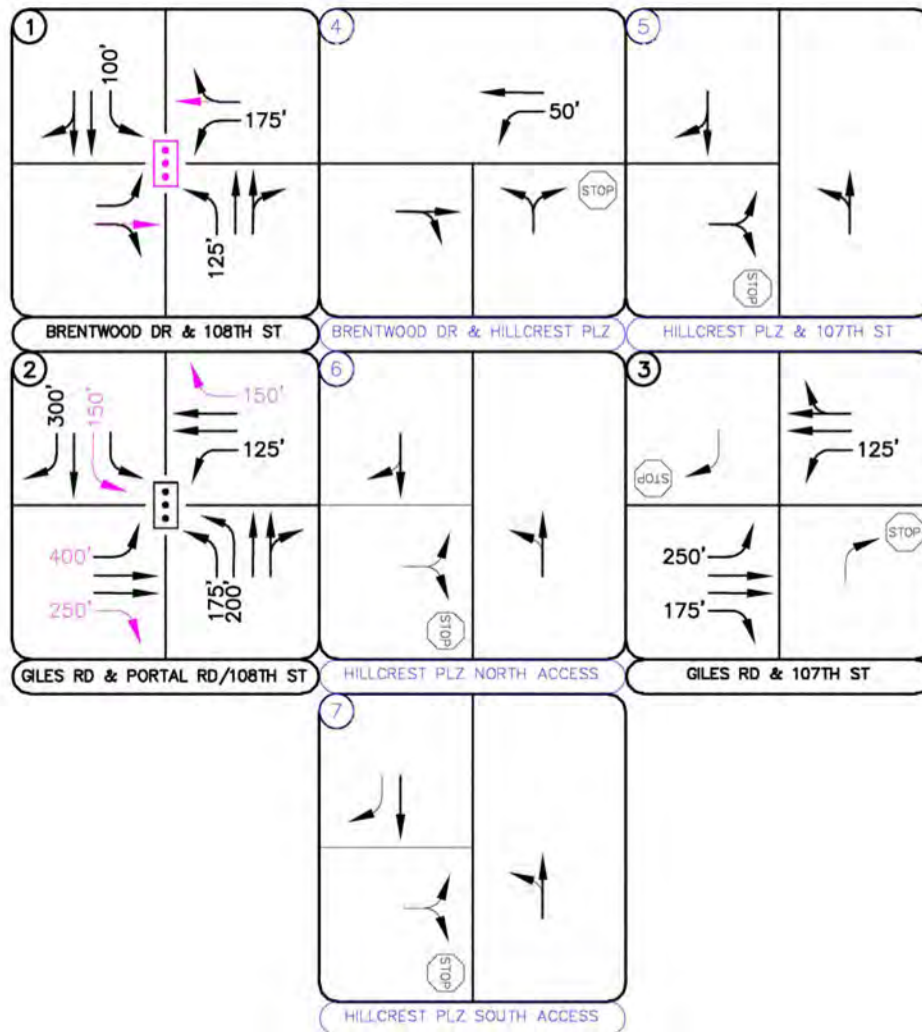
Based on the results of the intersection operational and vehicle queuing analysis, the key intersection recommended improvements and control are shown in **Figure 10** for 2025 and **Figure 11** for 2045.



LEGEND

- (X) Study Area Key Intersection
- (X) Project Access Intersection
- [Signalized Intersection Symbol] Signalized Intersection
- [Stop Sign Symbol] Stop Controlled Approach
- [Orange Arrow Symbol] Site-Specific Improvement
- [Pink Arrow Symbol] Improvement by Others
- [100' Turn Lane Symbol] 100' Turn Lane Length (feet)

FIGURE 10
VAL VISTA CAR WASH
LA VISTA, NEBRASKA
2025 RECOMMENDED GEOMETRY AND CONTROL



LEGEND

- (X) Study Area Key Intersection
- (X) Project Access Intersection
- [Signalized Intersection Symbol] Signalized Intersection
- [Stop Sign Symbol] Stop Controlled Approach
- [Orange Arrow Symbol] Site-Specific Improvement
- [Pink Arrow Symbol] Improvement by Others
- [100' Turn Lane Length Symbol] 100' Turn Lane Length (feet)

FIGURE 11
VAL VISTA CAR WASH
LA VISTA, NEBRASKA
2045 RECOMMENDED GEOMETRY AND CONTROL

6.0 CONCLUSIONS AND RECOMMENDATIONS

Based on the analysis presented in this report, Kimley-Horn believes Val Vista Car Wash will be successfully incorporated into the existing and future roadway network. Analysis of the existing street network, the proposed project development, and expected traffic volumes resulted in the following recommendations:

- With completion of the Val Vista Car Wash project, direct access is proposed along Hillcrest Plaza at two accesses. The south access is intended primarily for inbound traffic while the north access is intended primarily for exiting traffic. An approximate 75-foot southbound right turn lane into the south access along Hillcrest Plaza will be provided into the site.
- The intersection of 108th Street and Brentwood Drive is nearing warrants for signalization based on the four-hour peak periods. However, all four hours are not met in 2025. The intersection should be monitored for signalization in the future with the addition of traffic from surrounding undeveloped areas.
- The 107th Street and Giles Road intersection is recommended to be converted to three-quarter movements (minor street left turn and through movements restricted) as requested by the City. The southbound and northbound approaches will operate with right turn only movements. Therefore, R3-5R Right Turn Only signs could be placed underneath the STOP signs on both minor approaches. Likewise, an S-shaped raised median within the middle of the intersection may be desired to physically restrict minor street left turn and through movements.
- If 2045 traffic volumes are realized, the 150-foot eastbound left turn at 108th Street and Giles Road intersection may need to be extended to 400 feet. An exclusive eastbound right turn lane may need to be constructed to provide a length of 250 feet while a westbound right turn lane may need to be constructed to provide a length of 150 feet. Lastly, dual southbound left turn lanes may be needed with the second southbound left turn lane restriped within the existing pavement space striped out at this intersection.

- Any onsite or offsite improvements should be incorporated into the Civil Drawings and conform to standards of the City of La Vista and the Manual on Uniform Traffic Control Devices (MUTCD) – 2009 Edition.



08/08/2023

APPENDICES

Remainder of study available upon request.

[Space above the line for recording data]

IMPROVEMENTS AGREEMENT
(Tommy's Car Wash on Lot 5 Val Vista Replat One)

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between Olympus Pines Fleet, LLC (hereinafter referred to as "Developer"), and the City of La Vista, Nebraska (hereinafter referred to as "City").

WHEREAS, Developer has executed a purchase agreement to acquire, and at its cost shall acquire and construct a building and other private improvements (together such building and other private improvements referred to herein as "Private Improvements") on or serving, Lot 5 Val Vista Replat One, the property as described or depicted on the Land Title Survey attached hereto as Exhibit A (hereinafter referred to as the "Property"), to be used for the operation of an approximately 4,625 square foot Tommy's Car Wash ("Project"); and

WHEREAS, Developer and City desire to agree regarding construction and payment of costs and expenses of certain improvements necessitated by the Private Improvements and Project.

NOW, THEREFORE, the parties agree as follows:

1. Improvements. The parties agree to construction of the following improvements for public use. For purposes of this Agreement, "construct" or "construction" includes all design, construction, installation, procurement and other actions and requirements to complete an improvement.

a Initial Improvements. Developer at its sole cost and expense shall construct or contract for construction of the following improvements ("Initial Improvements"). The Initial Improvements shall be a condition of any Certificate of Occupancy with respect to the Property, and must be completed before any Certificate of Occupancy will be issued for the Private Improvements or Project.

- i. Right-turn lane on southbound Hillcrest Plaza and driveway approach as shown on Exhibit "C"; and

- ii. Perimeter sidewalks along Hillcrest Plaza and along Brentwood Drive, connecting with the existing sidewalk along 108th Street, as shown in Exhibit “C”, which Developer shall maintain in accordance with Chapter 93 of the La Vista Municipal Code.

All improvements described in this subsection “1.a” shall be constructed in accordance with such specifications applicable to construction of public improvements within dedicated street right of way of the City as in effect at the time of construction. All plans, specifications, contracts for construction, progress, work, and completion of or with respect to such improvements shall be subject to such review and approval of the City Engineer to the City Engineer’s satisfaction as he or she determines necessary or appropriate from time to time.

b. Future Public Improvements. When the City Engineer determines that warrants are met under the Manual of Uniform Traffic Control Devices, the City may elect to construct or contract for construction of one or both of the following improvements described or depicted in Exhibit “B” (“Future Public Improvements”) as the City Engineer determines necessary or appropriate:

- i. A traffic signal at the intersection of S. 108th Street and Brentwood Drive, and
- ii. The conversion of the intersection of S. 107th Street and Giles Road to right-in, right-out only.

A current estimate of the costs and expenses to construct the Future Public Improvements is provided in Exhibit D. City and Developer agree to share the total actual costs and expenses that the City incurs for the construction of Future Public Improvements (“Total Actual Costs and Expenses of Future Public Improvements”) as follows:

- i. Developer will pay the City 10% (ten percent) of the Total Actual Costs and Expenses of Future Public Improvements as incurred. City shall pay the remaining 90% of Total Actual Costs and Expenses of Future Public Improvements (“City Share”), subject to potential contribution pursuant to subsection “b.ii” below.
 - ii. City in its sole discretion shall have the option to seek and receive contributions to the City Share from any other persons, entities or sources as the City Engineer in the City Engineer’s sole discretion determines appropriate. The City shall pay any City Share remaining after such contributions are applied and deducted.
2. Applicable Requirements. Developer shall comply with, and construction, operation and maintenance of all improvements on or benefiting the Property or required of Developer under this Agreement shall satisfy, all applicable federal, state, and local laws, rules and regulations from time to time, including without limitation all applicable City requirements connected with site plans, drainage, watershed, or sanitary or storm sewer facilities, management, connections, operation or maintenance, or related fees, costs or expenses.
3. Exhibit Summary. The Exhibits attached hereto and incorporated herein by this reference and made a part hereof, are as follows:

Exhibit "A":	Land Title Survey
Exhibit "B":	Plan for Future Public Improvements
Exhibit "C":	Tommy's CUP Site Plan
Exhibit "D"	Estimate of total costs of Future Public Improvements

4. Right to Enforce. Provisions of this Agreement may be enforced at law or in equity by the owners of land within the Tommy's CUP Site Plan and may be enforced by the City at law, in equity or such other remedy as City determines appropriate. All rights and remedies of a party, whether specified in this Agreement or otherwise provided, are cumulative.
5. Incorporation of Recitals. Recitals at the beginning of this Agreement are incorporated into this Agreement by reference.
6. Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, (i) each party agrees that neither it nor any subcontractor of the party shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, age, sex, disability, or national origin; and (ii) the City is a recipient of federal funds, and as a result, all required contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the parties.
7. Assignment. This Agreement may not be assigned by any party without the express written consent of all parties.
8. Entire Agreement. This Agreement represents the entire agreement and understanding of the City and Developer, and supersedes all prior understandings and agreements, written or oral, of the parties with respect to the matters contained herein. Any prior agreement or understanding of the City and Developer, or any predecessor in interest of Developer, concerning any other matters shall remain in full force and effect. The Agreement only may be amended by a written amendment executed by all parties.
9. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegality or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed as if such illegal or unenforceable provision had never been included herein.
10. Developer Representations. By signing below, Developer represents that it has executed this Agreement by and through an authorized person, and intends to acquire the Property, complete construction and commence the use within the time limits set forth in the applicable Conditional Use Permit approved by the City for the Property. If any such event does not occur within such time limits, Developer shall not be entitled to proceed with the Private Improvements on the Property; provided, however, the City Administrator or any designee of the City Administrator may extend the time for performance under this Section for good cause shown.

11. **Binding Effect; Recording:** This Agreement shall be binding upon the parties, and their respective successors, contractors, agents and assigns. This Agreement shall be promptly recorded by Developer with the Register of Deeds of Sarpy County, Nebraska after it is executed, and shall constitute covenants running with the land and shall be binding on Developer and Developer's successors and assigns. City shall have the right, but not the obligation, to enforce any and all such covenants. It is further agreed that after City releases the Conditional Use Permit to Developer for recording, Developer promptly will record such Conditional Use Permit with the Register of Deeds of Sarpy County, Nebraska. It is expressly agreed, however, that City shall not release the applicable Conditional Use Permit for recording until City is satisfied that Developer has concluded (closed), or made arrangements satisfactory to the City to conclude (close), purchase of the Property as described herein and transactions required to commence the actual construction of all of the Private Improvements on the Property. It is further expressly agreed that if the conditions described in the immediately preceding sentence have not occurred within the timeframe set forth in the Conditional Use Permit, Developer shall not be entitled to move forward with the Private Improvements or Project without the written consent of the City Administrator or any designee of the City extending the time for performance under this Section for good cause shown.
12. **Governing Law.** This Agreement shall be governed by Nebraska law. Any claim or dispute arising out of or resulting from this Agreement shall be filed and resolved in and by the District Court of Sarpy County, Nebraska. Each party agrees that jurisdiction and venue of or in such Court is proper and it shall not directly or indirectly contest or challenge such jurisdiction or venue of or in such Court.
13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signatures to follow]

Mayor

ATTEST:

City Clerk

Date _____

STATE OF NEBRASKA _____)
) ss.
COUNTY OF SARPY _____)

On this ____ day of _____, _____, before me, a Notary Public in and for said County and State, personally appeared Douglas Kindig, Mayor of the City of La Vista, Nebraska, and Pamela A. Buethe, City Clerk of the City of La Vista, Nebraska, who executed the above instrument and acknowledged the execution thereof to be their voluntary act and deed on behalf of the City.

My Commission expires _____.

NOTARY PUBLIC

DEVELOPER:

_____ Date: _____

_____, Agent of Olympus Pines Fleet, LLC

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, _____, before me, a Notary Public in and for said County and State, personally appeared _____, an agent of Olympus Pines Fleet, LLC, who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of the trust.

NOTARY PUBLIC

My Commission expires _____.

Exhibit A

ALTA/NSPS LAND TITLE SURVEY
LOT 5, VAL VISTA REPLAT ONE, AN ADDITION TO
THE CITY OF LA VISTA, AS SURVEYED, PLATTED
AND RECORDED IN SARPY COUNTY, NEBRASKA.

TITLE COMMITMENT LEGAL DESCRIPTION
TITLECORE NATIONAL, LLC, AS AUTHORIZED AGENT OF
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
FILE NO. 22-114077-C
PROPERTY ADDRESS: 10779 HILLCREST PLAZA, LA VISTA, NE 68128
EFFECTIVE DATE: NOVEMBER 8, 2022 AT 8:00 A.M.

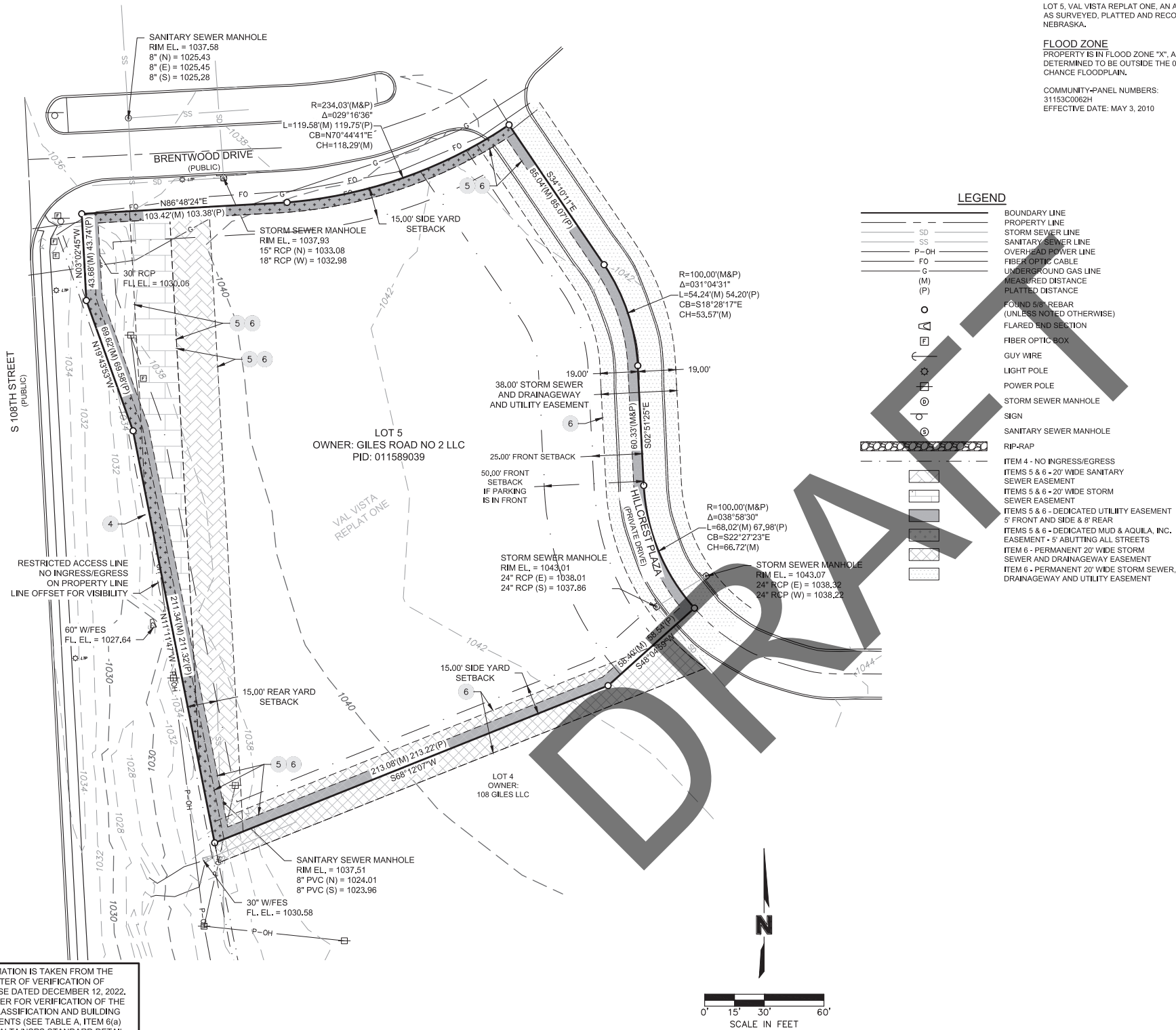
LOT 5, VAL VISTA REPLAT ONE, AN ADDITION TO THE CITY OF LA VISTA,
AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY,
NEBRASKA.

FLOOD ZONE
PROPERTY IS IN FLOOD ZONE "X", AREAS
DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL
CHANCE FLOODPLAIN.

COMMUNITY-PANEL NUMBERS:
31153C0062H
EFFECTIVE DATE: MAY 3, 2010



VICINITY MAP
NOT TO SCALE



SCHEDULE B - SECTION 2
EXCEPTIONS

4. RESERVATION OF OIL AND GAS MINERALS AND RESTRICTION FOR ACCESS ON LAND AS SET FORTH IN THE WARRANTY DEED POLITICAL SUB-DIVISION DATED MARCH 10, 1992 AND RECORDED MAY 7, 1992 IN INSTRUMENT NO.: 1992-08911 OF THE RECORDS OF SARPY COUNTY, NEBRASKA. THE COMPANY MAKES NO REPRESENTATION AS TO OWNERSHIP OF SUCH INTEREST. (AFFECTS SUBJECT PROPERTY)(AS SHOWN ON DRAWING)
5. ALL RIGHTS-OF-WAY, EASEMENTS, RESTRICTIONS AND SETBACK LINES, IF ANY, AND BOUNDARY LINES, WHICH ARE SHOWN BY PLAT AND DEDICATION OF VAL VISTA, RECORDED MAY 16, 2001 AT INSTRUMENT NO.: 2001-14254 OF THE RECORDS OF SARPY COUNTY, NEBRASKA, INCLUDING BUT NOT LIMITED TO EASEMENTS GRANTED TO FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES ON, OVER, THROUGH, UNDER AND ACROSS A 5 FOOT WIDE STRIP OF LAND ADJOINING ALL FRONT AND SIDE BOUNDARY LINES; AN 8 FOOT WIDE STRIP OF LAND ADJOINING ALL REAR BOUNDARY LINES OF INTERIOR LOTS; AND A 16 FOOT WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS, (AFFECTS SUBJECT PROPERTY)(AS SHOWN ON DRAWING)
- A. PERMANENT EASEMENT ON 5' STRIP OF LAND ABUTTING ALL STREETS TO THE METROPOLITAN UTILITIES DISTRICT AND PEOPLES NATURAL GAS COMPANY, THEIR SUCCESSORS AND ASSIGNS FOR CONSTRUCTION, MAINTENANCE, REMOVAL, AND REPLACEMENTS OF TRANSMISSION LINES AND ALL OTHER RELATED FACILITIES AND FIXTURES FOR GAS AND WATER UTILITIES.
- B. PERMANENT STORM AND SANITARY SEWER EASEMENTS ARE GRANTED TO THE CITY OF LAS VISTA, ITS SUCCESSORS AND ASSIGNS, AS NECESSARY FOR THE CONSTRUCTION AND MAINTENANCE OF SANITARY AND STORM SEWERS LINES OVER EASEMENT AREA SHOWN ON PLAT, IT CONSISTS OF TWO 20' STRIPS OF LAND.
- C. DISCLAIMER AND RELEASE RECORDED SEPTEMBER 24, 2008 AS INSTRUMENT NO.: 2008-26594, RELEASING THE EASEMENT GRANTED TO THE OMAHA PUBLIC POWER DISTRICT ON A 5' WIDE STRIP OF LAND ALONG AND ABUTTING THE FRONT AND SIDE LOT LINES, 8' WIDE STRIP OF LAND ALONG AND ABUTTING THE REAR LOT LINES, AND A STRIP OF LAND 38' IN WIDTH, BEING 19' EACH SIDE OF THE ABUTTING THE COMMON LOT LINES AS SHOWN ON THE PLAT.
- D. PARTIAL RELEASE OF EASEMENT RECORDED SEPTEMBER 24, 2008 AS INSTRUMENT NO.: 2008-26595, RELEASING THE EASEMENT GRANTED TO QWEST CORPORATION (F/K/A US WEST COMMUNICATIONS, INC. AND NORTHWESTERN BELL) ON A 5' WIDE STRIP OF LAND ALONG AND ABUTTING THE FRONT AND SIDE LOT LINES AND 8' WIDE STRIP OF LAND ALONG AND ABUTTING THE REAR LOT LINES.
- E. RELEASE OF EASEMENT RECORDED SEPTEMBER 24, 2008 AS INSTRUMENT NO.: 2008-26596, RELEASING THE EASEMENT GRANTED TO QWEST CORPORATION (F/K/A US WEST COMMUNICATIONS, INC. AND NORTHWESTERN BELL) ON A STRIP OF LAND 38' IN WIDTH, BEING 19' EACH SIDE OF THE ABUTTING THE COMMON LOT LINES AS SHOWN ON THE PLAT.
- F. DISCLAIMER AND RELEASE RECORDED OCTOBER 2, 2008 AS INSTRUMENT NO.: 2008-27597, RELEASING THE EASEMENT GRANTED TO COX COMMUNICATIONS INC. ON A 5' WIDE STRIP OF LAND ALONG AND ABUTTING THE FRONT AND SIDE LOT LINES, 8' WIDE STRIP OF LAND ALONG AND ABUTTING THE REAR LOT LINES, AND A STRIP OF LAND 38' IN WIDTH, BEING 19' EACH SIDE OF THE ABUTTING THE COMMON LOT LINES AS SHOWN ON THE PLAT.
- G. TERMINATION OF EASEMENT RECORDED OCTOBER 3, 2008 AS INSTRUMENT NO.: 2008-27744, RELEASING THE PERMANENT RECIPROCAL INGRESS AND EGRESS, PARKING, AND PEDESTRIAN EASEMENT AS REFERENCED IN NOTATION NO. 4 ON THE PLAT.
- H. RELEASE OF PERMANENT INGRESS AND EGRESS EASEMENT RECORDED OCTOBER 3, 2008 AS INSTRUMENT NO.: 2008-27746, RELEASING THE 38' WIDTH ABUTTING COMMON LOT LINES PERMANENT INGRESS AND EGRESS EASEMENT AS SHOWN ON THE PLAT.
- I. RELEASE OF PERMANENT INGRESS AND EGRESS EASEMENT RECORDED OCTOBER 3, 2008 AS INSTRUMENT NO.: 2008-27747, RELEASING THE 38' WIDTH ABUTTING COMMON LOT LINES PERMANENT INGRESS AND EGRESS EASEMENT AS SHOWN ON THE PLAT.
- J. RELEASE OF PERMANENT SANITARY SEWER EASEMENT RECORDED OCTOBER 6, 2008 AS INSTRUMENT NO.: 2008-27879, RELEASING A PERMANENT SANITARY SEWER EASEMENT GRANTED TO THE CITY OF LA VISTA AS SHOWN ON THE PLAT.
- K. RELEASE OF EASEMENT RIGHTS RECORDED NOVEMBER 17, 2008 AS INSTRUMENT NO.: 2008-31192, RELEASING EASEMENT RIGHTS GRANTED TO THE METROPOLITAN UTILITIES DISTRICT AS SHOWN ON THE PLAT.
- L. RELEASE RECORDED DECEMBER 17, 2008 AS INSTRUMENT NO.: 2008-33176, RELEASING UTILITY EASEMENT RIGHTS GRANTED TO BLACK HILLS/NEBRASKA GAS UTILITY COMPANY, LLC, D/B/A BLACK HILLS ENERGY, F/K/A PEOPLES NATURAL GAS COMPANY, DIVISION OF UTILICORP UNITED INC. (NAMED CHANGED TO AQUILA, INC.)
6. ALL RIGHTS-OF-WAY, EASEMENTS, RESTRICTIONS AND SETBACK LINES, IF ANY, AND BOUNDARY LINES, WHICH ARE SHOWN BY PLAT AND DEDICATION OF VAL VISTA REPLAT ONE, RECORDED JUNE 8, 2006 AT INSTRUMENT NO.: 2006-19130 OF THE RECORDS OF SARPY COUNTY, NEBRASKA, INCLUDING BUT NOT LIMITED TO EASEMENTS GRANTED FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES ON, OVER, THROUGH, UNDER AND ACROSS A 5 FOOT STRIP OF LAND ADJOINING ALL FRONT AND SIDE BOUNDARY LINES; AN 8 FOOT WIDE STRIP OF LAND ADJOINING ALL REAR BOUNDARY LINES OF INTERIOR LOTS; AND A 16 FOOT WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS, (AFFECTS SUBJECT PROPERTY)(AS SHOWN ON DRAWING)
- A. PERMANENT 20' WIDE STORM SEWER AND DRAINAGEWAY EASEMENT GRANTED TO THE OWNERS OF LOTS 1 THRU 7.
- B. SHOWS EXISTING PERMANENT SANITARY AND STORM SEWER EASEMENTS DEDICATED BY INSTRUMENT NO.: 2001-14254 AND EXISTING RECIPROCAL INGRESS AND EGRESS EASEMENT GRANTED TO OWNERS OF LOTS 1 THRU 7.
- C. TERMINATION OF EASEMENT RECORDED OCTOBER 3, 2008 AS INSTRUMENT NO.: 2008-27745, RELEASING THE PERMANENT RECIPROCAL INGRESS AND EGRESS, PARKING, AND PEDESTRIAN EASEMENT AS REFERENCED IN NOTATION NO. 4 ON THE PLAT.
7. TERMS, PROVISIONS AND CONDITIONS SET FORTH IN THE SUBDIVISION AGREEMENT RECORDED JUNE 8, 2006 AT INSTRUMENT NO.: 2006-19131 OF THE RECORDS OF SARPY, NEBRASKA, (AFFECTS SUBJECT PROPERTY)(NOT SURVEY RELATED)
- A. EXISTING REQUIREMENT TO INSTALL AND MAINTAIN PERIMETER SIDEWALKS ABUTTING BRENTWOOD DRIVE (4'), 108TH STREET (6') AND GILES ROAD (6').
8. TERMS, PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES, ASSESSMENTS AND LIENS PROVIDED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED SEPTEMBER 13, 2006 AS INSTRUMENT NO.: 2006-31676 OF THE RECORDS OF SARPY COUNTY, NEBRASKA, BUT OMITTING ANY COVENANT, CONDITION OR RESTRICTION, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT THE COVENANT, CONDITION OR RESTRICTION (A) IS EXEMPT UNDER TITLE 42 OF THE UNITED STATES CODE, OR (B) RELATES TO HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS, (AFFECTS SUBJECT PROPERTY)(NOT SURVEY RELATED)

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY TO:
OLYMPUS PINES, LLC, A UTAH LIMITED LIABILITY COMPANY; GILES ROAD NO. 2, LLC, A NEBRASKA LIMITED LIABILITY COMPANY; AND TITLECORE NATIONAL, LLC, AS AUTHORIZED AGENT OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(b), 8, 11(b), 13, 16, 17 AND 18 OF TABLE A THEREOF.

THE FIELD SURVEY WAS COMPLETED: 01-12-2023

THIS ALTA SURVEY WAS PREPARED USING THE COMMITMENT FOR TITLE INSURANCE ISSUED BY:

TITLECORE NATIONAL, LLC, AS AUTHORIZED AGENT OF
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
FILE NO. 22-114077-C
PROPERTY ADDRESS: 10779 HILLCREST PLAZA, LA VISTA, NE 68128
EFFECTIVE DATE: NOVEMBER 8, 2022 AT 8:00 A.M.
TERRY L. ROTHANZL
NEBRASKA STATE LICENSE NO. 607
OLSSON
2111 SOUTH 67TH STREET
OMAHA, NE 68106
(402)341-1116



THIS ZONING INFORMATION IS TAKEN FROM THE CITY OF LAVISTA LETTER OF VERIFICATION OF ZONING AND LAND USE DATED DECEMBER 12, 2022. CONTACT THE INSURER FOR VERIFICATION OF THE CURRENT ZONING CLASSIFICATION AND BUILDING SETBACK REQUIREMENTS (SEE TABLE A, ITEM 6(a) AND (b) OF THE 2021 ALTA/NSPS STANDARD DETAIL REQUIREMENTS).

SUBJECT PROPERTY IS ZONED
ZONING: C-2 GENERAL COMMERCIAL DISTRICT AND
GATEWAY CORRIDOR DISTRICT (OVERLAY DISTRICT)

LOT SETBACKS

REGULATOR	(C-2) GENERAL COMMERCIAL DISTRICT
MINIMUM LOT AREA (SQUARE FEET)	10,000
MINIMUM LOT WIDTH (FEET)	-
FRONT YARD SETBACK (FEET)	25 (50' IF PARKING IS LOCATED IN THE FRONT YARD)
SIDE YARD SETBACK (FEET)	15
REAR YARD SETBACK (FEET)	15
STREET SIDE YARD SETBACK (FEET)	-
MAXIMUM HEIGHT (FEET)	45
MAXIMUM LOT COVERAGE	60%

NOTE:
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA. EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. THIS INCLUDES PRIVATE AND PUBLIC UTILITIES.

GENERAL NOTES

- ALL BEARINGS ARE ASSUMED.
- SUBJECT PROPERTY CONTAINS AN AREA OF 72,244.98 SQUARE FEET OR 1.658 ACRES, MORE OR LESS.
- NO EVIDENCE OF EARTH WORK OR CONSTRUCTION WAS OBSERVED AT TIME OF FIELD SURVEY
- SURVEYOR IS UNAWARE OF ANY PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINES AT THE TIME OF FIELD SURVEY.
- SUBJECT PROPERTY ADDRESS:
10779 HILLCREST PLAZA, LA VISTA, NE 68128

olsson

2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
www.olsson.com

REV. NO.	DATE	REVISIONS DESCRIPTION

ALTA/NSPS LAND TITLE SURVEY
LOT 5, VAL VISTA REPLAT ONE

SARPY COUNTY 2023

LA VISTA, NEBRASKA

drawn by: DSH
checked by: EDF/TLR
approved by: TLR
QA/QC by: EDF/TLR
project no.: 022-06547
drawing no.:
date: 1/18/2023

SHEET
1 of 1

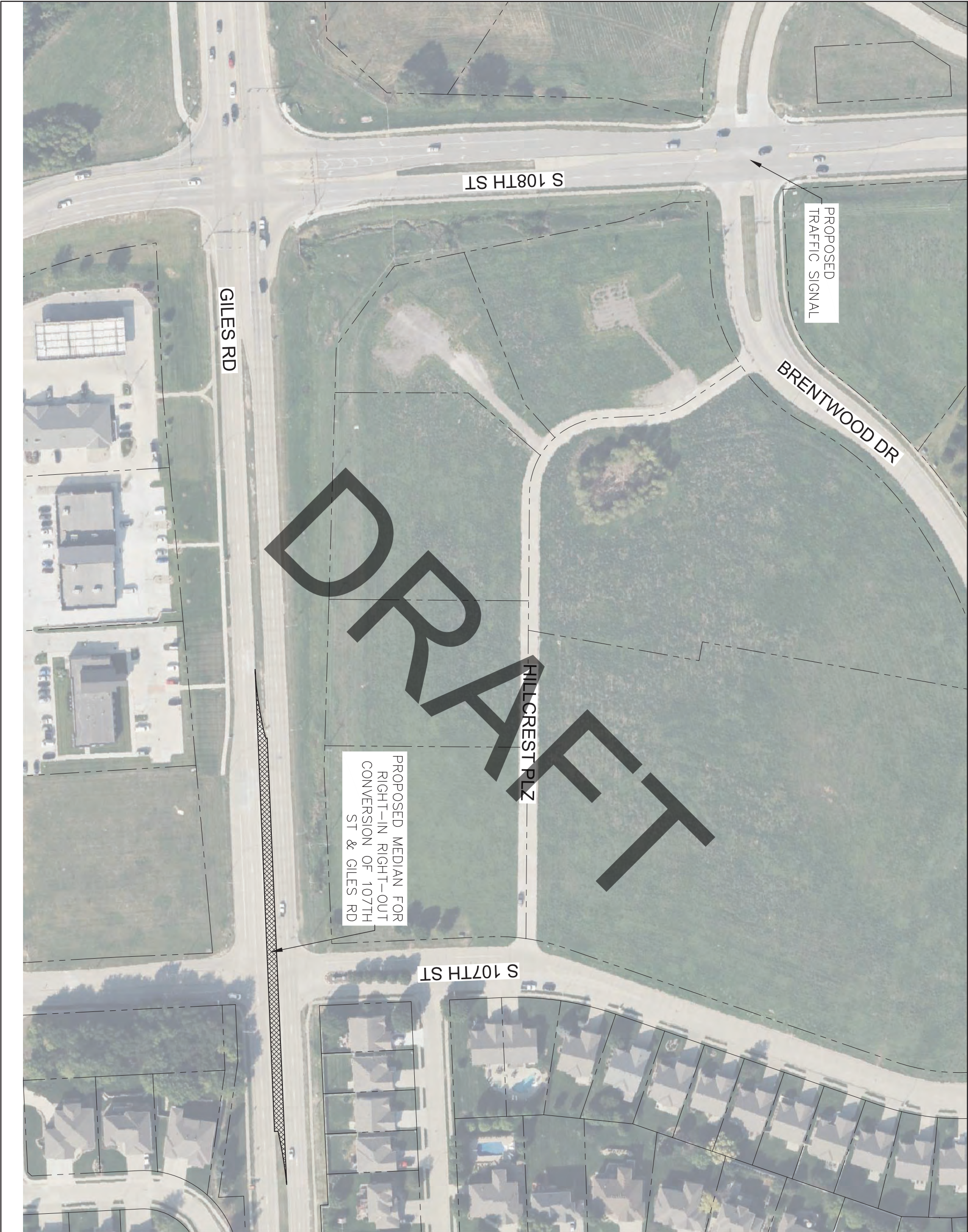
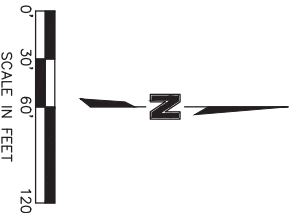
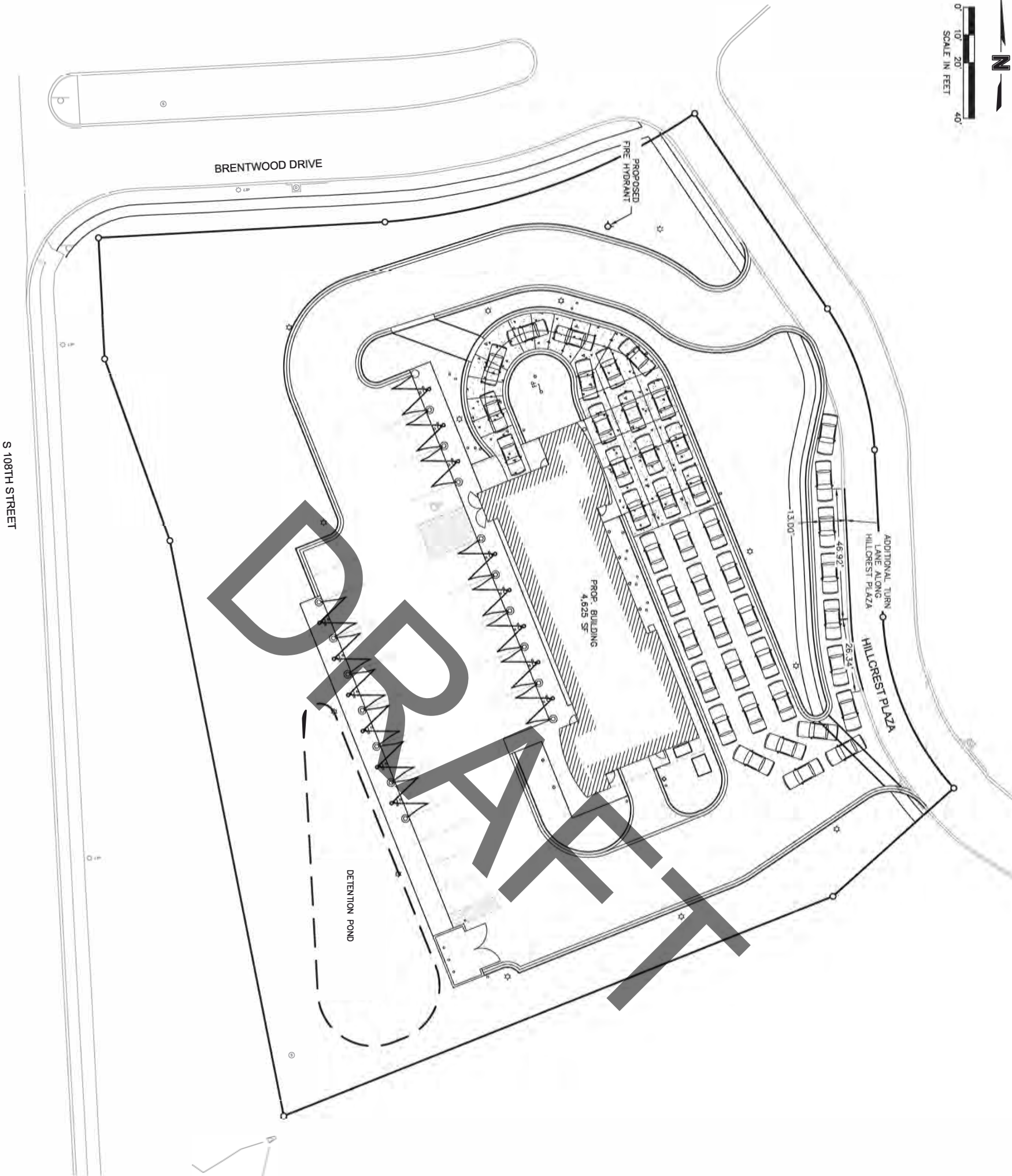


Exhibit B



SHEET 1 OF 1	PUBLIC IMPROVEMENTS PLAN		REV. NO.	DATE	REVISIONS DESCRIPTION
VAL VISTA 108TH STREET & GILES ROAD					
LA VISTA, NE		2023	REVISIONS		
drawing by: P.M.					
checked by: P.M.					
approved by: P.M.					
QA/QC by: P.M.					
project no.: 022-06547					
drawing no.: 022-06547					
date: _____					
<div>olsson</div> <div>Engineering - Nebraska COA #CA-0638 2111 South 67th Street, Suite 200 Omaha, NE 68106</div> <div>TEL 402.341.1116 www.olsson.com</div>					



SITE INFORMATION TABLE	
LEGAL DESCRIPTION:	LOT 5, VAL VISTA REPLAT ONE
ZONING:	GENERAL COMMERCIAL DISTRICT (C-2)
SETBACKS:	25'-0" (50'-0" WITH PRESENCE OF PARKING)
FRONT:	15'-0"
REAR:	15'-0"
SIDE:	15'-0"
PARKING REQUIREMENTS:	
REQUIRED:	0
PROVIDED:	7 STALLS ON-SITE
ACCESSIBLE PARKING:	
REQUIRED:	1 (1 VAN ACCESSIBLE)
PROVIDED:	1 (1 VAN ACCESSIBLE)

Exhibit C

Exhibit D

Tommy's Car Wash CUP Improvements Agreement Estimate of Total Costs of Public Improvements

<u>Improvement</u>	<u>Estimated Cost</u>
Traffic Signal at S. 108 th Street and Brentwood Drive (inclusive of fiber interconnection to the traffic signal at S. 108 th Street and Giles Road)	\$400,000
Construction of a raised median island through the intersection of S. 107 th Street and Giles Road (conversion of intersection to right-in, right-out only)	\$140,000
<i><u>Total Hard Costs for Public Improvements</u></i>	<i><u>\$540,000</u></i>
Soft Costs for Public Improvements (20% of Hard Costs)	\$110,000
<i><u>Total Estimated Public Improvements Costs</u></i>	<i><u>\$650,000</u></i>
Estimated Developer Portion of Public improvements (10% of total)	\$65,000

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 5, 2023 AGENDA

Subject:	Type:	Submitted By:
SARPY COUNTY AND CITIES WASTEWATER AGENCY – REVISED GROWTH MANAGEMENT PLAN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared to approve the Sarpy County and Cities Wastewater Agency Revised Growth Management Plan.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

The City of La Vista is a party to an agreement entered into pursuant to the Interlocal Cooperation Act set out in Neb. Rev. Stat. §13-801 et. Seq. by and between Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna (the “Members”), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”).

Pursuant to Agency Resolution 2023-019, the Agency revised and approved certain policies and procedures that are intended to implement and enforce the Growth Management Plan, on June 28, 2023, which shall be presented to and subject to approval of the individual governing body of each Member. The revised Growth Management Policies and Procedures are attached.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE REVISED GROWTH MANAGEMENT PLAN AND RELATED POLICIES AND PROCEDURES FOR THE SARPY COUNTY AND CITIES WASTEWATER AGENCY.

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. Section 13-801 et. seq., Sarpy County and the Cities of Papillion, Bellevue, Springfield, Gretna and La Vista (each a "Member") entered into an agreement (as amended, the "Formation Interlocal"), and formed an interlocal agency called the Sarpy County and Cities Wastewater Agency (the "Agency"); and

WHEREAS, pursuant to the Formation Interlocal, the powers of the Agency as a body are exercised by the Agency Board; and

WHEREAS, the Agency Board approved the Growth Management Plan (as amended, the "Growth Management Plan") that prioritizes areas of land development and growth and serves as a necessary step in the development of a master plan within parts of the Agency's Jurisdiction, located in southern portions of Sarpy County south of the hydrological ridgeline, and excluding any area within the corporate boundaries or extraterritorial or other jurisdiction of the City of La Vista. The Agency Board further approved certain policies and procedures that are intended to implement and enforce the revised Growth Management Plan, attached as EXHIBIT A (the revised "GMP Policies").

WHEREAS, certain actions of the Agency Board require approval of the Members. The Members previously approved the revised Growth Management Plan, and the Agency Board has submitted the revised GMP Policies to the Members for approval.

NOW, THEREFORE BE IT RESOLVED, that neither the revised Growth Management Plan nor the revised GMP Policies, nor any part thereof, shall apply to or within the City of La Vista or any area within the corporate boundaries or extraterritorial or other jurisdiction of the City of La Vista, as such corporate boundaries or jurisdiction from time to time may be adjusted.

BE IT FURTHER RESOLVED that the recitals above and the attached exhibit are incorporated into this Resolution by reference.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska do hereby approve the Revised Growth Management Plan and related policies and procedures for the Sarpy County and Cities Wastewater Agency.

PASSED AND APPROVED THIS 5TH DAY OF SEPTEMBER 2023.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, MMC
City Clerk

**RESOLUTION ADOPTING AND APPROVING REVISED GROWTH MANAGEMENT
PLAN POLICIES AND PROCEDURES**

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq. (the “Act”), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into an agreement (as amended the “Formation Interlocal”), and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”) (all capitalized terms not otherwise expressly defined herein shall have the same meanings as provided in the Formation Interlocal);

WHEREAS, the Agency is a separate body corporate and politic under the Act;

WHEREAS, pursuant to the Formation Interlocal, the powers of the Agency as a body are exercised by the Agency Board;

WHEREAS, pursuant to Section VI of the Formation Interlocal, the Agency is required to plan, develop, and approve a Master Plan for the design of the Unified SSWS;

WHEREAS, pursuant to Agency Resolution Nos. 2020-013 and 2022-015, the Agency adopted the Growth Management Plan Policies and Procedures (collectively, and as amended, the “GMP Policies”) that prioritizes areas of land development and growth within the Agency’s Jurisdiction. The GMP Policies were subsequently approved by each Agency Member’s governing body;

WHEREAS, pursuant to Section V(A)(4) of the Formation Interlocal, the Agency has the power and authority to “[m]ake, amend, and repeal such Agency bylaws, rules, and regulations from time to time which are not inconsistent with the Act and [the Formation Interlocal] and which are intended to carry out and effectuate the Agency’s powers and purposes”; and

WHEREAS, in connection therewith, the Agency Board reviewed the proposed revised GMP Policies attached hereto as **Exhibit A** (the “Revised GMP Policies”);

WHEREAS, the Agency Board deems it appropriate and advisable to approve the attached Revised GMP Policies; and

WHEREAS, the Agency recognizes that the Agency’s adoption of the Revised GMP Policies does not supersede each Member’s planning approval jurisdiction, and the Members (a) recognize that any future development and related sewer service expansion within the Agency’s Jurisdiction shall be consistent with the Agency’s Growth Management Plan, as amended, and any implementing policies and procedures adopted by the Agency Board from time to time, and (b) agree to submit the Revised GMP Policies to their respective bodies and planning and zoning boards (or related bodies) for review and incorporation into their respective comprehensive development and land use plans or similar instruments.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD THAT the Revised GMP Policies attached hereto as **Exhibit A** are hereby adopted and approved;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT the Agency's adoption of the Revised GMP Policies does not, except as otherwise provided in the Formation Interlocal or pursuant to Agency Resolution 2019-004, (a) expand the Agency's Jurisdiction or abrogate the requirements of Section VII of the Formation Interlocal, (b) abrogate each Member's maintenance of its own autonomy, jurisdiction, powers, and indebtedness as a governmental subdivision, (c) supersede each Member's planning approval jurisdiction, or (d) in any manner restrict, limit, or control either Gretna's, Springfield's, Sarpy County's or Papillion's sole authority to own, operate, maintain, design, construct, extend, and collect revenue from their Existing Sewer Systems located within the Gretna Sewer Service Area, Springfield Sewer Service Area, Sarpy Sewer Service Area, and Papillion Sewer Service Area, respectively, pursuant to the separate interlocal agreements by the Agency and Gretna and Springfield and as otherwise set forth in Agency Resolution 2019-004 dated June 26, 2019; and

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT each Member (a) recognizes that any future development and related sewer service expansion within the Agency's Jurisdiction shall be consistent with the Growth Management Plan, as amended, the Revised GMP Policies, and any implementing policies and procedures adopted by the Agency Board from time to time, and (b) agrees to submit the Revised GMP Policies to its governing body and planning and zoning board (or related body) for review and incorporation into its comprehensive development and land use plan or similar instrument.

The above Resolutions were approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 28th day of June, 2023.

ATTEST:

Lisa A. Haine

Sarpy County and Cities
Wastewater Agency Secretary



David R. Kelly
Sarpy County and Cities Wastewater
Agency Board Chairman

EXHIBIT A

Revised GMP Policies

[Attached]

GROWTH MANAGEMENT PLAN IMPLEMENTING POLICIES AND PROCEDURES

Effective August 26, 2020

Adopted by Sarpy County and Cities Wastewater Agency on August 26, 2020, pursuant to Resolution No. 2020-013

Amended on April 27, 2022, pursuant to Resolution No. 2022-015; and on June 28, 2023, pursuant to Resolution No. 2023-019

I. Purpose and Interpretation.

A. The policies and procedures set forth herein (collectively, these “Policies”) are intended to and do effectuate the Growth Management Plan initially adopted by the Sarpy County and Cities Wastewater Agency (the “Agency”) on June 26, 2019 pursuant to Resolution No. 2019-004 and amended on February 26, 2020 pursuant to Resolution No. 2020-004 (as amended, the “Growth Management Plan”) to guide suburban and urban development within the Agency’s jurisdiction in southern Sarpy County depicted as the “Service Area” on **Figure 1** attached hereto (the “Agency’s Jurisdiction”) to be served by a unified sanitary sewer system owned and operated under the Agency (the “System”). The Growth Management Plan is incorporated herein by this reference. The Agency was created under the Interlocal Cooperation Act pursuant to that certain Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency dated September 19, 2017 (as amended, the “Formation Interlocal”).

B. With respect to applying the Growth Management Plan and these Policies to a particular development, the term “development(s)” shall have the meaning ascribed to such term as set forth in the applicable Member’s comprehensive plan or similar-type zoning and/or subdivision regulations. For Members that do not have a definition of the term “development” or “developments” in their comprehensive plan or similar-type zoning and/or subdivision regulations, the definition of “development(s)” set forth in Sarpy County’s comprehensive plan or similar-type zoning and/or subdivision regulations shall apply. Notwithstanding anything contained herein to the contrary, the term “development” shall not include the following:

1. the construction, ownership or operation of temporary structures under a building permit duly issued by the applicable Member having jurisdiction over the same, so long as such temporary structure will not be connected to public wastewater or other utilities, is not used for commercial purposes and not made available for use by the general public, and will be removed from the subject property within 24 months following issuance of the applicable building permit, or at such other date mutually agreed to in writing by the owner and applicable Member;

2. the construction, ownership or operation of outbuildings, pools, sheds and other similar accessory buildings under a building permit duly issued by

the applicable Member having jurisdiction over the same, so long as such outbuildings, pools, sheds and other similar accessory buildings will not be connected to public wastewater; and

3. the construction, ownership or operation by the Agency of any buildings, structures, pipelines necessary or incidental to the operation of the Agency System.

II. **URZ and UDZ Policies.** The following Policies, as adopted by the Agency and its individual members (individually, a "Member"; collectively, "Members"), apply to property and developments within the designated Urban Reserve Zone ("URZ") and Urban Development Zone ("UDZ") located in the Agency's Jurisdiction, each as depicted on the Growth Zone map attached hereto as **Figure 2**. Unless otherwise provided in these Policies, the future land use pattern for developments within the Agency's Jurisdiction shall be urban, suburban, or industrial in character and density that can be served with public infrastructure, facilities, utilities and services (including water and wastewater).

A. *URZ Policies.*

1. Standard suburban/urban/industrial developments requiring municipal water and/or wastewater services will not be allowed in the URZ until individual watersheds in which such developments are located are included within the UDZ and "opened" for development as part of the phased extension of sanitary sewer service from the UDZ, unless otherwise approved by a resolution of the Agency Board or as provided in these Policies. The use of septic systems of any kind to service new developments in the Agency's Service Area is generally prohibited under the Growth Management Plan and these Policies, unless an Exception is granted pursuant to these Policies.

2. New developments in the URZ will be limited except as may be allowed by the applicable Member's large acreage and build-through or similar type of zoning and/or subdivision regulations. For Members that do not have a large acreage, build-through or similar type zoning and/or subdivision regulations, developments in those Members' zoning and planning jurisdiction shall adhere to Sarpy County's corresponding regulations.

3. New developments in the URZ must provide for arterial street connections and through-street connections and adequate easements for future utility extensions. Such future extensions cannot be altered, blocked or denied. The applicable Members shall follow their respective street connection plans or similar type policies. For Members that do not have such plans or policies, those Members shall follow Sarpy County's street connection plan.

4. Prior to a Member's approval of a final plat for any tract, parcel or lot within the URZ, there must be a Member Agreement (as defined below) for such tract, parcel or lot.

5. If development is permitted in the URZ in accordance with these Policies, such development should be designed and constructed in a way that minimizes impact on surrounding uses and allows for future suburban/urban/industrial development, i.e. cluster development.

6. The URZ should be periodically monitored/evaluated for adjustment by the Agency. As urban/suburban/industrial scale infrastructure (municipal water, wastewater, roadways, and other improvements and services) becomes available on the periphery of the URZ, the Agency may assess the phased transition of watersheds located in the URZ to the UDZ in accordance with Section III below.

B. *UDZ Policies.*

1. Development in these areas must be served with public infrastructure, facilities, utilities and services (including municipal water and wastewater) in a manner that is coordinated with the appropriate Member jurisdictions. The use of septic systems of any kind to service new developments in the Agency's Service Area is generally prohibited under the Growth Management Plan and these Policies, unless an Exception is granted pursuant to these Policies.

2. Development must be urban/suburban/industrial in character and follow the Agency's sewer flow and revenue assumptions and projections for the land within the UDZ and the Agency's Jurisdiction.

3. If a Member approves a development within the UDZ that is not urban, suburban or industrial in character and density, such development shall be subject to a connection fee on a per acre basis as set forth in the Agency's rate and fee schedule then in effect. If, however, such Member does not want to assess a connection fee on a per acre basis, the procedure set forth in Section IV.C.1 below shall be followed to determine the adverse impact of such development and the Member's agreement to compensate the Agency for the same.

C. *UDZ and URZ "With Agreement" Policies.* The Growth Zone map attached hereto as **Figure 2**, may depict certain areas as "UDZ With Agreement" and "URZ With Agreement." The Agency has determined that such areas are currently able to be designated as UDZ or URZ, as applicable, but only upon execution of a separate written agreement between the Agency and the governing body of the applicable Member that includes provisions concerning the design, construction, and financing of sewer

infrastructure within such area (whether the Agency System or other sewer system(s)), projected wastewater flows in such designated areas, whether such area is subject to Agency connection fees or other similar fees and costs, whether deferment of development in another UDZ area is required, and whether such infrastructure will be pioneered or financed by such Member. Upon satisfaction of all the conditions set forth in each such written agreement necessary to designate such area as UDZ or URZ, as applicable, the Agency shall update the Growth Zones map to show such "UDZ With Agreement" areas as UDZ, or, applicable, such "URZ With Agreement" areas as URZ, and unless otherwise set forth in such written agreement, such Growth Zones map update may be done without further Agency Board action or approval.

D. *Policies Applicable to Governmental or Quasi-Governmental Developments.* If a Member notifies the Agency of a proposed development within such Member's zoning and planning jurisdiction by another governmental, quasi-governmental or other district, agency, body, political subdivision or entity with eminent domain authority that such Member does not otherwise support pursuant to subsections (A), (B), or (C) above, and only after such Member used good faith efforts to reach an agreement with the applicable developer with respect to connection fees, user rates and other considerations applicable to such development not otherwise addressed in this Section II or set forth in the Growth Management Plan, no Member shall be responsible for the payment to the Agency of any connection fees otherwise payable to the Agency applicable to such development in accordance with the Agency's rate and fee schedules then in effect.

III. **Amendments to and Periodic Reviews of Growth Management Plan and Policies.**

A. *Amendments.* The Agency Board may establish and adopt such additional policies and procedures as it deems necessary and appropriate to effectuate these Policies and to implement the Growth Management Plan.

B. *Periodic Reviews of and Updates to Growth Management Plan and Policies.* The Agency shall periodically review and update, as necessary, the Growth Zones, Growth Management Plan and these Policies, and such reviews shall occur no less frequently than every four-to-five years or sooner if market conditions require. Such reviews and updates shall follow the same process as the initial adoption of the plan, as follows:

1. Document and review historic development data and trends in the Agency's Jurisdiction and the surrounding metropolitan area.
2. Review all plans for the area and ensure that those plans and the new growth management plan are compatible.
3. Analyze current market conditions and estimate future development needs.

4. Review actual revenue from various sources and estimate revenue based on future development patterns and trends.

5. Review potential watersheds for a shift from the URZ to the UDZ and estimate costs.

6. Consider not only the sewer costs but also the cost of other needed public infrastructure, utility, facility and service costs.

7. Based on this analysis identify preferred watershed(s), if any, that are needed to accommodate new development, to be included in the UDZ. Calculate the revenue adjustments needed to pay for the necessary improvements.

8. Meet with the Member jurisdictions, development community, business community and public, to develop the proposed changes, costs and financing plan.

9. Based on input from these interested parties prepare a final boundary plan for approval by the Agency Board and adoption by the applicable Member jurisdictions.

IV. **Boundary Change Procedures and Criteria**

A. *Agency Jurisdiction Boundary Changes.* Except as expressly provided in these Policies, the area comprising the Agency's Jurisdiction shall be established in accordance with the Formation Interlocal.

B. *Minor Adjustments to Growth Zones Boundaries.* The following section outlines the process and criteria for making minor adjustments to the URZ and UDZ boundaries following a request by an Agency Member. Requests for minor Growth Zones boundary adjustments shall be made by a Member in writing to the Agency Administrator stating the reason or reasons for a minor boundary adjustment based on the criteria set forth below. The Agency Administrator shall transmit the request to the Board as a minor Growth Zone boundary adjustment for consideration. In considering a request for such a minor boundary adjustment, the Agency Board shall consider whether the following criteria can be met:

1. The applicable Member and/or developer must have taken the necessary steps to ensure that the development subject to the boundary adjustment request will be served by municipal sanitary interceptor sewers and other infrastructure necessary to support urban/suburban/industrial development;

2. The applicant can show that there is a factual defect in the delineation of the URZ boundary line;

3. A developer can show that after the proposed grading of a portion of its development that is within the URZ, the property can be served by industry standard depth gravity flow to an existing Member sanitary sewer line, or the Agency System, as applicable, in the UDZ; and/or

4. Any other criteria not now anticipated that follows the objectives outlined in the Growth Management Plan and these Policies.

If it is determined by the Agency Board that at least one of the above criteria has been met and upon execution of agreements and/or adoption of an Agency Board resolution, as applicable, effectuating the above, the development area will be added into the UDZ and the Growth Zone map(s) will be adjusted accordingly unless the Agency determines that such minor adjustment would: (i) adversely impact the System, the Agency, or any Member jurisdiction; (ii) cause the Agency to violate any agreements to which it is a party; or (iii) otherwise violate Agency resolutions, policies and/or procedures then in effect.

C. *Growth Zones Boundary Changes.* The following section outlines the process and criteria for adjusting the URZ and UDZ boundaries following a request by an Agency Member that does not meet the criteria for a minor adjustment under subsection (B) above or under Section VI below.

1. If a Member determines that standard suburban/urban/industrial development should occur within a portion of the URZ located within that Member's planning and zoning jurisdiction and the Growth Zone boundaries should be adjusted to include such development within the UDZ, that Member may allow such standard suburban/urban/industrial development consistent with the following procedure, unless waived or otherwise permitted by these Policies or by resolution of the Agency Board:

(a) Such Member must notify the Agency Administrator in writing that it desires to pursue a Member Agreement (defined below) to allow a standard suburban/urban/industrial development in the URZ and to move such development to the UDZ. Such boundary adjustment requests should state the reason or reasons for the boundary adjustment;

(b) The Agency pays for and commissions from its financial advisor(s) a new study of the potential adverse impact of moving within the boundary of the UDZ to the System's anticipated capacity, function and connection fees if such development were to occur. The Member shall

provide the Agency staff and its advisor(s) with all pertinent information reasonably requested by said staff and advisor(s) related to the proposed standard suburban/urban/industrial development in order for the advisor(s) to conduct such a study;

(c) Prior to such impact study being conducted, (i) a preliminary plat or application for such proposed standard suburban/urban/industrial development must have previously been submitted to the Member's planning and zoning board, and (ii) the Member requesting the Agency impact study must pay to the Agency one-half of the cost for the same;

(d) In the event the Member disagrees with the results of the Agency's impact study, such Member may, at the Member's sole cost and expense, obtain a separate study on the potential adverse impact of moving such development from the URZ to the UDZ. If the Member elects to obtain a separate impact study, it shall provide a copy of the same to the Agency Administrator. The Agency is under no obligation to accept, consider, adopt or incorporate any portion of such Member's impact study, and the Agency Board retains the authority to determine the adverse impact of moving such development from the URZ to the UDZ in its sole and absolute discretion; and

(e) The Agency and such Member enter into a written agreement (a "Member Agreement") pursuant to which such Member agrees to compensate the Agency for and make other accommodations necessary to eliminate any adverse impact as determined by the Agency's impact study. If the Member agrees to compensate the Agency for and otherwise eliminate the potential impacts to the System capacity, function and connection fees as determined by the impact study, then the Agency cannot deny or delay approval of the Member Agreement. To the extent feasible and agreed to by the Agency and the applicable Member, the Member Agreement may include provisions permitting the developer of such land to be reimbursed by such Member or other future developments in connection with the developer's pioneering of the construction and payment of non-interceptor sewer infrastructure.

V. Exception Requests Procedures and Criteria

A. *Exception Policy.* Although it is not encouraged, a limited amount of development may be allowed within the URZ prior to the installation of infrastructure necessary to support urban development. However, it is important that any such interim development provides for future sewer and utility easements and follows applicable Agency and Member policies for arterial and internal street connections. In addition, it is

important that any such URZ development reserves sufficient land for future urban development. Such steps will ensure that future urban development can be supported and fit seamlessly with earlier development. Except for as otherwise expressly permitted in these Policies, to ensure that sufficient land is set aside and that proper connections and easements are provided, any development approved by the Agency in the URZ in accordance with the Agency's policies and procedures shall adhere to build-through regulations comparable to those of Sarpy County with respect to the level of sewer flows and revenue generated by such development or the applicable Member's similar type regulations, whichever is more restrictive and promotes the most dense development.

B. *Exception Process.* The following provides the process and criteria for evaluating specific requests by an applicant or Agency Member for an exception (an "Exception") from the Growth Management Plan and/or these Policies:

1. Exception requests should be made in writing to the Agency Administrator stating the reason or reasons why the Growth Management Plan and/or these Policies should be waived.

2. The Agency Administrator will transmit the request to the Board for appropriate action as a Growth Management Plan Exception.

3. In considering the request for Exception, the Board shall determine whether one or more of the following criteria can be met, provided the applicant agrees to pay sewer connection and usage fees established by the Agency and, except for as otherwise expressly permitted in these Policies, to set aside any necessary sewer easements as may be necessary to ensure the future extension of sewer service within the Agency's Jurisdiction, unless otherwise waived pursuant to subsection 3(a) below:

- (a) The applicant/developer can show that the subject land is subject to an approved preliminary subdivision plat and/or rezoning with an application that was submitted on or before August 9, 2019¹, and, therefore, should be entitled to complete its development in accordance with the regulations prevailing at the time it submitted its plat and/or rezoning application, and such developments under shall not be subject to payment to the Agency of any sewer connection fees. Replats and rezonings that result in significant changes to the original plat and/or use of the affected property may be reviewed on a case-by-case basis, and such development may be required to set aside new or additional sewer easements and pay applicable Agency connection fees; provided, however, in the event an applicant requests an Exception related to the

¹ August 9, 2019 represents the date that all governing bodies of the Members approved the Growth Management Plan initially adopted by the Agency on June 26, 2019 pursuant to Agency Resolution No. 2019-004.

replacement or reconstruction of an existing structure, the applicant shall not be required to set aside new or additional sewer easements to allow for future expansion of the System, but only to the extent the Agency Project Engineer (or his/her designee) determines that any such replaced or reconstructed structure will not be located within an area planned for future expansion of the System or otherwise interfere with any future expansion plans for the Agency System;

(b) The applicant can show that approval of the request would further another important Member Comprehensive Plan objective which might offset any detrimental impact of granting an Exception from the URZ requirements;

(c) The applicant can show that the approval will allow division of property for estate planning purposes or for settlement of an estate between family members so that ownership will be continued uninterrupted within the family and that the applicant has followed the County's guidelines for utility and drainage easements and roadway access and connections; and/or

(d) The applicant can show that it is requesting to create a single additional lot for sale or transfer to a member of their immediate family for construction of a home for that family member and that the applicant has followed the County's guidelines for utility and drainage easements and roadway access and connections.

4. New developments in the URZ that are subject to an Exception approved pursuant to these Policies may be serviced with a temporary septic sewer system provided that the owner, developer or sub-divider of such land under development shall, at no additional cost to the Agency, abandon such temporary septic system and connect such development to the Agency System at such time as each such development can be served by the Agency System in accordance with then applicable Agency policies, procedures and resolutions. Prior to any use of a septic sewer system for a new development in accordance with this subsection and Sections V or VI.C., the (1) Agency Project Engineer (or the Project Engineer's designee) shall approve in writing the plans and specifications of such temporary septic system, (2) the Agency Project Engineer shall confirm in writing that such temporary septic system will not be located within an area planned for future expansion of the System or otherwise interfere with any future expansion plans for the Agency System, and (3) this provision shall be incorporated into the terms and conditions of a development or subdivision agreement between such developer, owner or sub-divider and the applicable Agency Member having zoning and planning jurisdiction over such development.

5. Exceptions shall not be granted if the proposed development or subdivision is for land that has previously been set aside as an “outlot” through the Build-Through Overlay Zoning District process.

6. Exceptions related to 3(b) above should not be granted unless the development is supported by the applicable Member jurisdiction within which the development is located and only after appropriate physical and financial adjustments and possible compensations are provided to ensure that the exception will not adversely affect the Agency’s objectives, policies, procedures or finances. In addition, such an exception should not be granted if the small lot subdivision can be achieved through a Build-Through Overlay Zoning District process.

7. In the event the Agency grants conditional approval of an Exception request, such Agency conditions shall be satisfied before the applicable Agency Member approves the applicable preliminary plat and/or rezoning approval.

8. Any approval by the Agency Board of any such Exception shall, at the request of the Agency Board, be memorialized in a written agreement between the Agency and the governing body of the applicable Member or incorporated into development or subdivision agreement between such developer, owner or sub-divider and the applicable Member having zoning and planning jurisdiction over such development.

VI. **Administrative Changes/Approvals.**

A. *Administrative Approvals of Agency Jurisdiction Boundary Changes.* To the extent permitted by the Formation Interlocal, the Agency Administrator may amend the boundary of the Agency’s Jurisdiction without Board approval in accordance with the following procedure:

1. A Member must submit to the Agency Administrator a written request for an administrative boundary adjustment to the Agency’s Jurisdiction. Such written administrative boundary adjustment request shall state the reason or reasons supporting the administrative boundary adjustment to the Agency’s Jurisdiction is necessary. The Member shall also provide the Agency staff and its advisor(s) with all pertinent information reasonably requested by said staff and advisor(s) related to the administrative boundary adjustment request;

2. If such Member requests only to remove land from the Agency’s Jurisdiction, the Agency’s financial advisor must confirm in writing that removal of

such land from the Agency's Jurisdiction does not result in a substantial loss of Agency projected revenue²;

3. If such Member requests only to add land to the Agency's Jurisdiction, then the Agency's Project Engineer must confirm in writing the System has sufficient capacity³ to serve any added land based on projected flows from such additional land;

4. If such Member requests both to remove and add land to the Agency's Jurisdiction, then (a) the Agency's financial advisor must confirm in writing that the net result of such removal and addition does not result in a substantial loss of Agency projected revenue, and (b) the Agency's Project Engineer must confirm in writing the System has sufficient capacity to serve any added land based on projected flows from such additional land;

5. Land added, removed and/or swapped administratively pursuant to this subsection (A) must be located entirely within the requesting Member's extraterritorial jurisdiction and contiguous to the then existing boundary of the Agency's Jurisdiction;

6. All non-requesting Members shall have no less than ten (10) business days to review and comment on such administrative boundary adjustment request. The Agency Administrator shall not approve or deny such written boundary adjustment request within such ten-business day period, unless the Agency Administrator receives written comments from a representative of each of the non-requesting Members during such ten-business day period, in which case the Agency Administrator may approve or deny such request prior to the expiration of such review and comment period; and

7. The Agency Administrator shall have the discretion to approve or deny such boundary change requests so long as such decision is in writing and accompanied by a written recommendation by the Agency Project Engineer (or the Agency Administrator's designee) and approved by Agency legal counsel. The Agency Administrator reserves the right to refer any and all requests for administrative boundary changes to the full Agency Board in his/her sole and absolute discretion.

² For purposes of Section VI(A) and (B), a proposed boundary change shall be deemed to result in a "substantial loss of Agency projected revenue" if the cumulative result is a net reduction of projected Agency connection fees for five (5) acres or more of land from the Agency's Jurisdiction or from the UDZ Growth Zone, as applicable.

³ For purposes of Section VI(A) and (B), the Agency shall be deemed to have "sufficient capacity" to serve additional land under a boundary change if the cumulative result is a net increase of no more than five (5) acres of land to the Agency's Jurisdiction or to the UDZ Growth Zone, as applicable.

B. *Administrative Approvals of Growth Zones Boundary Changes.* The Agency Administrator may amend the Growth Zones boundaries without Board approval in accordance with the following procedure, which shall apply to all requests for administrative changes to the Growth Zones boundaries, whether such request adds, removes, swaps or defers land between the URZ and UDZ Growth Zones:

1. A Member must submit to the Agency Administrator a written request for an administrative Growth Zones boundary adjustment to the Growth Zones. Such written administrative boundary adjustment request shall state the reason or reasons supporting the administrative boundary adjustment to the Growth Zones is necessary. The area subject to such requested Growth Zone boundary adjustment change shall be reflected in a subdivision/plat application submitted to such Member. The Member shall also provide the Agency staff and its advisor(s) with all pertinent information reasonably requested by said staff and advisor(s) related to the administrative boundary adjustment request;

2. The Agency's financial advisor must confirm in writing that the Growth Zone boundary change does not result in a substantial loss of Agency projected revenue;

3. The Agency Project Engineer (or the Agency Administrator's designee) must confirm in writing the area subject to such Growth Zone boundary change can be served by gravity flow with standard depth sewers and the System has sufficient capacity to serve any land added to the UDZ under such request;

4. The Agency Project Engineer (or the Agency Administrator's designee) must confirm in writing whether (i) there is available Agency sewer infrastructure to serve the land added to the UDZ under such request, or (ii) the requesting Member is willing to pioneer any required additional sewer infrastructure. Any pioneering of additional sewer infrastructure shall be subject to a Member Agreement approved by the Agency Board and the governing body of the requesting Member;

5. Land added, removed and/or swapped administratively pursuant to this subsection (B) must be located entirely within the requesting Member's extraterritorial jurisdiction and subject to the Agency's Jurisdiction;

6. All non-requesting Members shall have no less than ten (10) business days to review and comment on such administrative boundary adjustment request. The Agency Administrator shall not approve or deny such written boundary adjustment request within such ten-business day period, unless the Agency Administrator receives written comments from a representative of each of the non-requesting Members during such ten-business day period, in

which case the Agency Administrator may approve or deny such request prior to the expiration of such review and comment period; and

7. The Agency Administrator shall have the discretion to approve or deny such boundary change requests so long as such decision is in writing and accompanied by a written recommendation by the Agency Project Engineer (or the Agency Administrator's designee) and approved by Agency legal counsel. The Agency Administrator reserves the right to refer any and all requests for administrative boundary changes to the full Agency Board in his/her sole and absolute discretion.

C. *Administrative Approvals of Exceptions.* Requests for an Exception and/or Agency approval of developments within the Agency's Jurisdiction that are, as determined by the Agency's Project Engineer, (1) subject to a bona fide subdivision plat and/or rezoning application submitted to the applicable Member on or before August 9, 2019 (not including replats or rezonings), (2) non-material or administrative in nature, or (3) in conformance with, or otherwise satisfies, the criteria set forth in the Growth Management Plan and these Policies, may be approved by the Agency Administrator without Agency Board approval. Such approval by the Agency Administrator must be in writing and accompanied by a written recommendation by the Agency Project Engineer (or the Agency Administrator's designee) and approved by Agency legal counsel. All non-requesting Members shall have no less than ten (10) business days to review and comment on such Exception requests. The Agency Administrator shall not approve nor deny such written Exception requests within such ten-business day period, unless the Agency Administrator receives written comments from a representative of each of the non-requesting Members during such ten-business day period, in which case the Agency Administrator may approve or deny such request prior to the expiration of such review and comment period.

VII. **Fees and Rates.**

A. Prior to the connection to the Agency's System of any development or land located within the Agency's Service Area, such development or land shall be subject to the payment of applicable connection, usage, and other rates and fees established by the Agency from time to time. Each Member having zoning jurisdiction over such developments shall be responsible for collecting and paying to the Agency such rates and fees in accordance with applicable Agency resolutions, policies and procedures then in effect.

VIII. **Connection Agreements.** Prior to a Member's approval of a final plat for any development or land located within the Agency's Jurisdiction, the Agency, the Member having zoning and planning jurisdiction, and such owner, developer or sub-divider shall enter into a three-party connection agreement (or subdivision agreement or similar instrument) that authorizes the connection of such development or land to the Agency's System and incorporates

the Agency's Growth Management Plan, these Policies, and the sewer connection fees and user rates schedules and policies then in effect. In lieu of such three-party connection agreement (or subdivision agreement or similar instrument), such Member and owner, developer, or sub-divider shall be deemed to have complied with this section without entering into a three-party agreement if such agreement between the Member and owner, developer, or sub-divider (1) incorporates the Agency's Growth Management Plan, these Policies, and the sewer connection fees and user rates schedules and policies then in effect, (2) expressly names the Agency as a third party beneficiary with respect to the enforcement of the same, and (3) is approved as to form by the Agency Administrator (or his or her designee). Such three-party agreement (or two-party agreement with the Agency as a third-party beneficiary) or a memorandum of the same shall be recorded against the subject land in order to provide notice of the Agency's rights therein. Each Member shall include this provision as a condition to each preliminary plat approval. Provided however, that no such three-party connection agreement (or two-party agreement with the Agency as a third-party beneficiary) is required for any final plat for any development or land that is (a) within the Gretna Sewer Service Area, Springfield Sewer Service Area, Sarpy Sewer Service Area, or Papillion Sewer Service Area, respectively, pursuant to the separate interlocal agreements by the Agency and Gretna and Springfield and as otherwise set forth in Agency Resolution 2019-004 dated June 26, 2019, and (b) not connecting to the Agency's System.

Amended Agency Growth Management Plan and Implementing Policies and Procedures Adopted by:

Agency Board:	[June 28], 2023
Sarpy County Governing Body:	[], 2023
Bellevue Governing Body:	[], 2023
Gretna Governing Body:	[], 2023
La Vista Governing Body:	[], 2023
Papillion Governing Body:	[], 2023
Springfield Governing Body:	[], 2023

FIGURE 1

Agency's Jurisdiction

Established by Agency Pursuant to Resolution 2019-004 on June 26, 2019

[Attached]

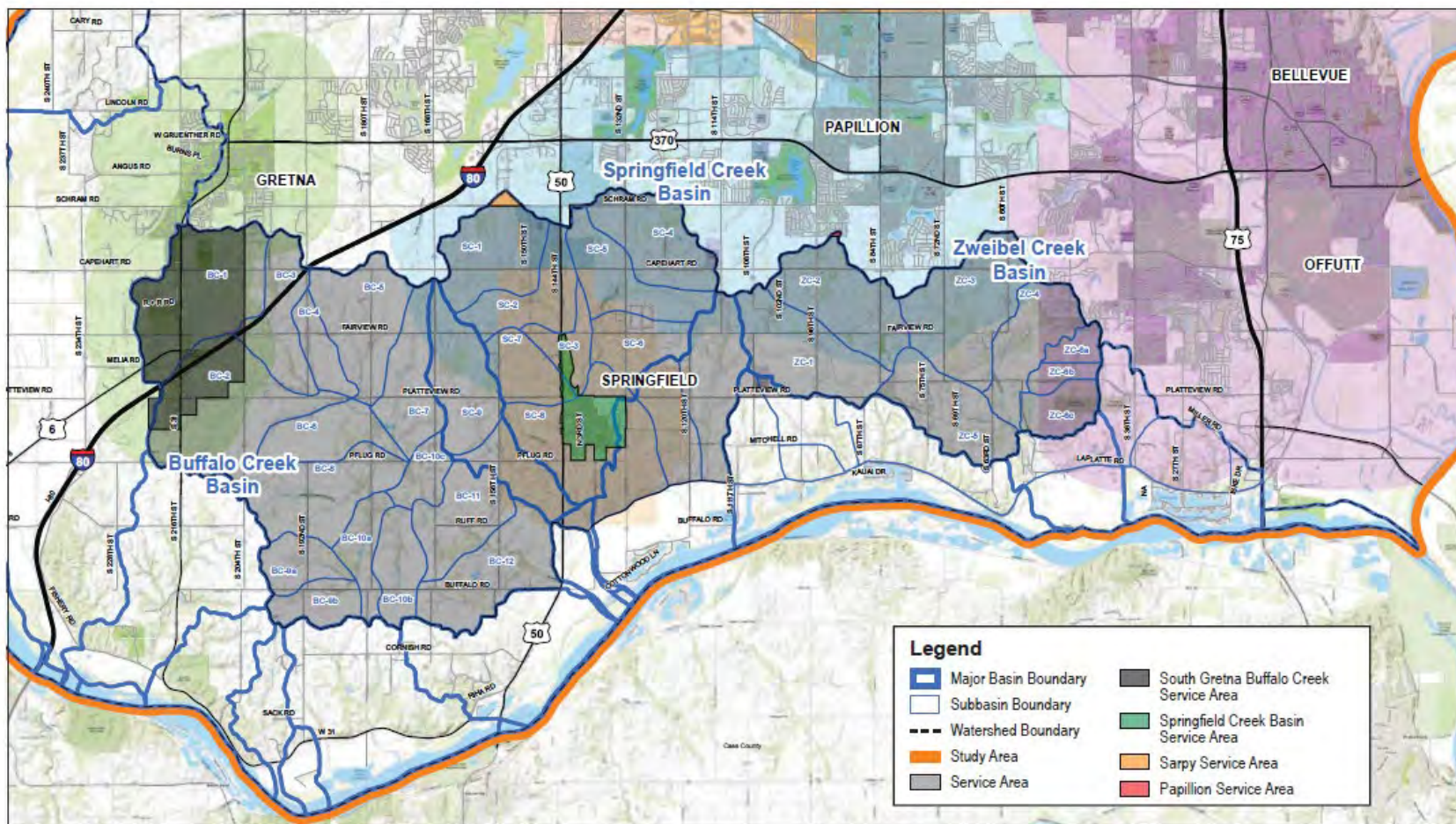


FIGURE 1
Growth Management Plan



SOUTHERN SARPY COUNTY



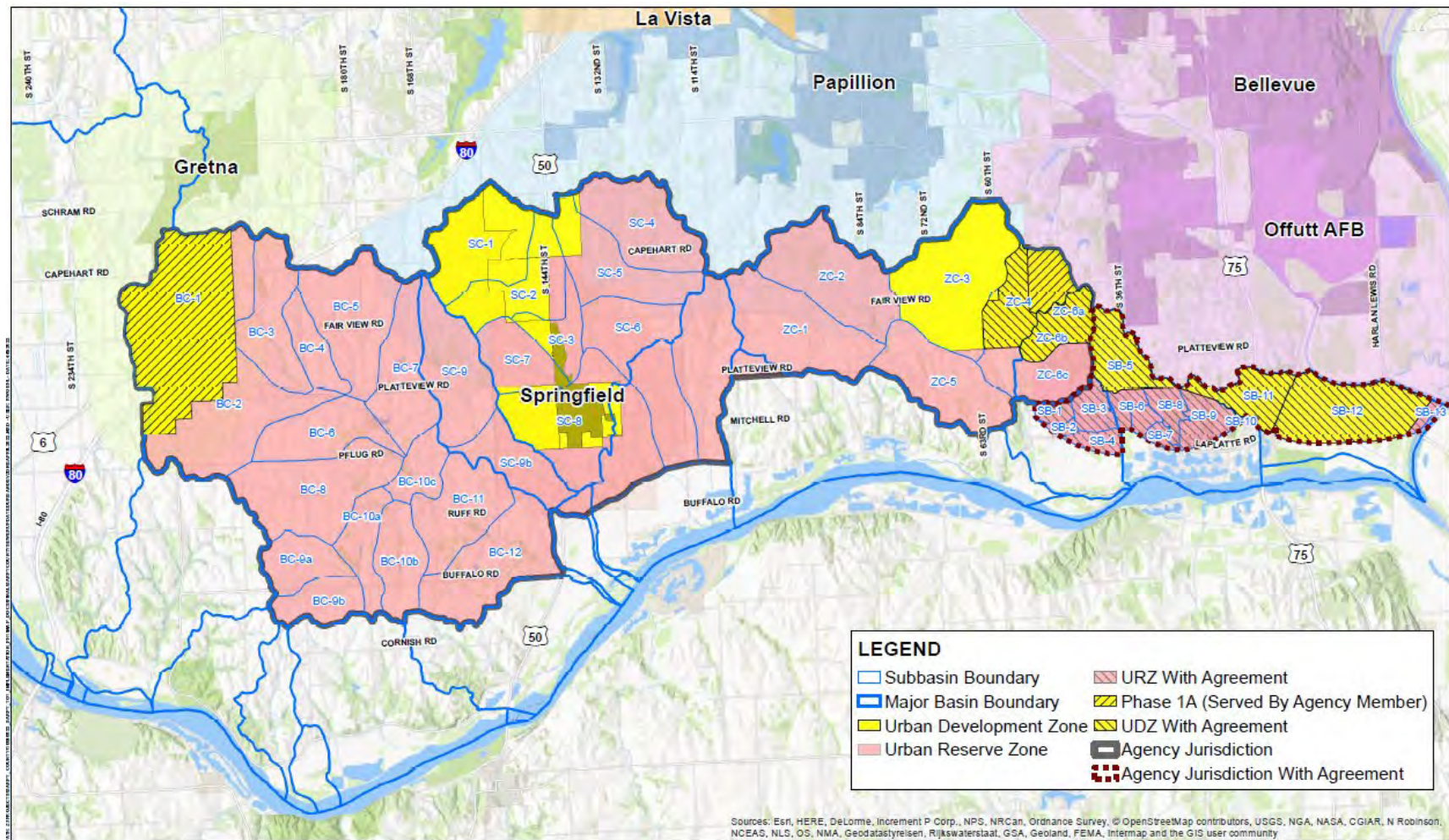
DATE
June 2019
FIGURE
Service Area

FIGURE 2

Growth Zones

Initially Established by Agency on June 26, 2019 Pursuant to Resolution 2019-004
Amended by the Agency on February 26, 2020 Pursuant to Resolution 2020-004; and on April 27,
2022 Pursuant to Resolution No. 2022-015

[Attached]



**SOUTHERN SARPY COUNTY
UPDATED URBAN DEVELOPMENT ZONE**



DATE
APRIL 2022

FIGURE
2

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 5, 2023 AGENDA**

Subject:	Type:	Submitted By:
RELEASE OF EASEMENT – LOT 1 MAYFAIR 2 ND ADDITION REPLAT EIGHT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared to authorize the execution of documents required to allow for the release of an existing sanitary sewer easement on Lot 1 Mayfair 2nd Addition Replat Eight, formerly platted Lot 2 Mayfair 2nd Addition Replat Three, Lots 1, 2, and 3 Mayfair 2nd Addition Replat Seven.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

At the July 5, 2023 City Council meeting, the City Council approved a PUD Site Plan, CUP and Final Plat for Lot 1 Mayfair 2nd Addition Replat Eight, formerly platted Lot 2 Mayfair 2nd Addition Replat Three, Lots 1, 2, and 3 Mayfair 2nd Addition Replat Seven. To allow for the development to move forward in the layout approved within the PUD Site Plan, an existing sanitary sewer easement that is no longer necessary will need to be released.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE RELEASE OF AN EXISTING SANITARY SEWER EASEMENT ON LOT 1 MAYFAIR 2ND ADDITION REPLAT EIGHT, FORMERLY PLATTED AS LOT 2 MAYFAIR 2ND ADDITION REPLAT THREE, LOTS 1, 2, AND 3 MAYFAIR 2ND ADDITION REPLAT SEVEN AND TO AUTHORIZE THE ACTIONS AS NECESSARY OR APPROPRIATE TO CARRY OUT THE ACTIONS APPROVED HEREIN.

WHEREAS, The City of La Vista (Easement Holder) has been granted a certain sanitary sewer easement as depicted on the below listed plat;

1. Plat and Dedication of Mayfair 2nd Addition filed March 23, 1999 at Instrument No. 1999-08323, records of Sarpy County, Nebraska;

WHEREAS, the City of La Vista approved a final plat for formerly platted Lot 2 Mayfair 2nd Addition Replat Three, Lots 1, 2, and 3 Mayfair 2nd Addition Replat Seven; and

WHEREAS, the sanitary sewer easement is no longer needed and the City Engineer is amenable to its release; and

WHEREAS, the location of the sanitary sewer easement is shown on the attached Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the release of the sanitary sewer easement and authorize such further actions necessary or appropriate to carry out the actions approved herein.

PASSED AND APPROVED THIS 5TH DAY OF SEPTEMBER 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

RELEASE OF EASEMENT

WHERE AS, THE FINAL PLAT OF MAYFAIR 2ND ADDITION RECORDED AS INSTRUMENT NO. 1999-08323 OF THE SARPY COUNTY RECORDS GRANTED A 20 FOOT WIDE SANITARY SEWER EASEMENT TO SANITARY AND IMPROVEMENT DISTRICT NO. 195 OF SARPY COUNTY AND TO THE CITY OF LA VISTA LYING WITHIN LOTS 116 AND 117 OF SAID SUBDIVISION, NOW KNOWN AS LOT 1, MAYFAIR 2ND ADDITION REPLAT EIGHT.

SAID EASEMENT IS SHOWN ON THE ATTACHED EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF.

WHEREAS, THE PRESENT OWNERS ARE HEREBY REQUESTING THE RELEASE OF SAID EASEMENT.

NOW THEREFORE THE CITY OF LA VISTA, HAVING DETERMINED THEY HAVE NO FURTHER NEED FOR SAID EASEMENT, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY RELEASE, RELINQUISH AND ABANDON SAID EASEMENT.

DATED

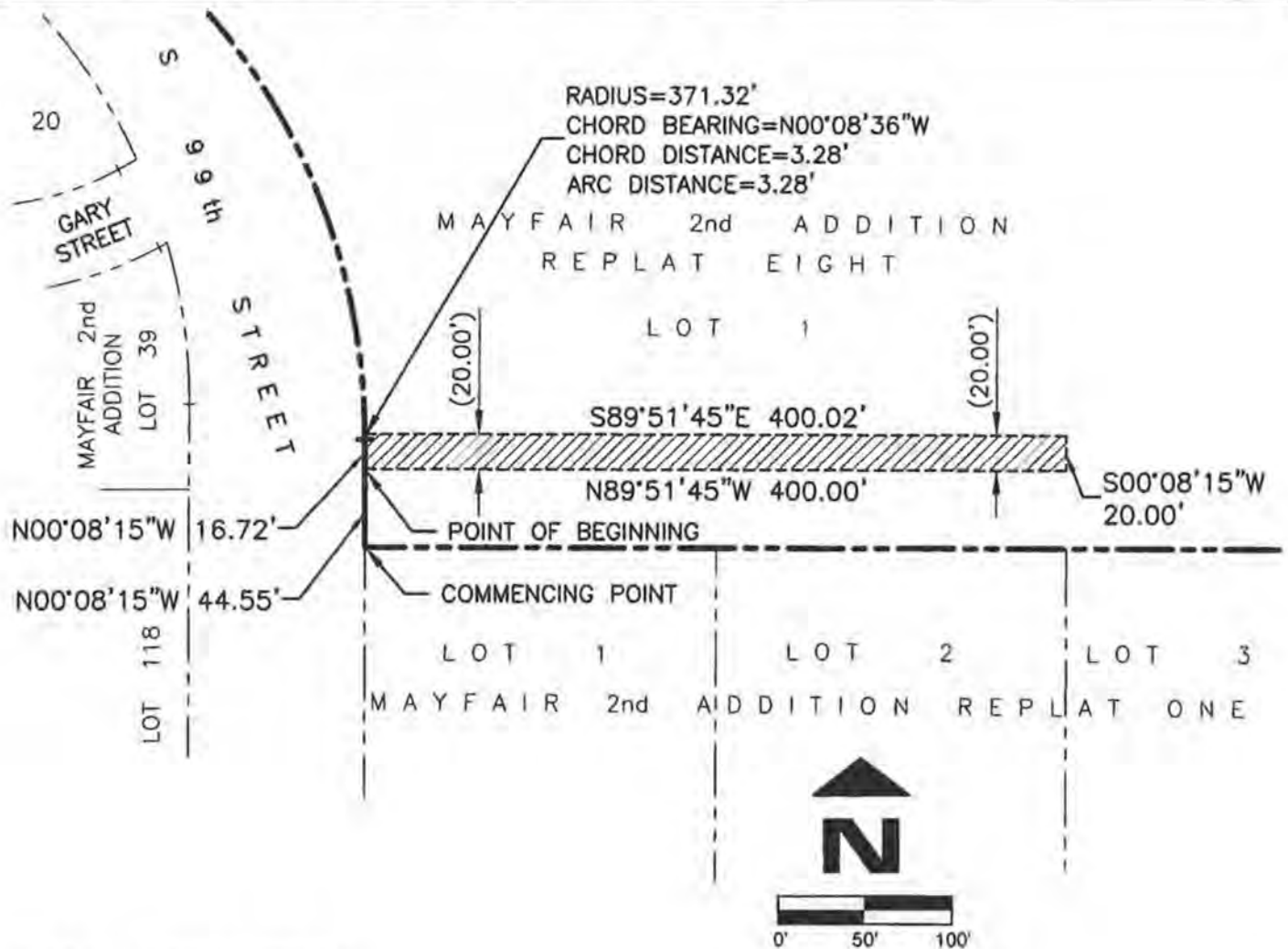
PAT DOWSE,
CITY ENGINEER

BRUCE FOUNTAIN,
COMMUNITY DEVELOPMENT DIRECTOR

APPROVAL OF THE LA VISTA CITY COUNCIL

DOUGLAS KINDIG, MAYOR

PAM BUETHE, CITY CLERK



LEGAL DESCRIPTION

THAT PART OF LOT 1, MAYFAIR 2ND ADDITION REPLAT EIGHT, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF SAID LOT 1;

THENCE N00°08'15"W (BEARING BASED ON THE DOUGLAS/SARPY COUNTIES LOW DISTORTION PROJECTION) 44.55 FEET ON THE WEST LINE OF SAID LOT 1 TO THE SW CORNER OF A 20.00 FOOT WIDE SANITARY SEWER EASEMENT GRANTED TO A SANITARY AND IMPROVEMENT DISTRICT NO. 195 OF SARPY COUNTY AND TO THE CITY OF LA VISTA LYING WITHIN LOTS 116 AND 117 OF MAYFAIR 2ND ADDITION NOW KNOWN AS LOT 1, MAYFAIR 2ND ADDITION REPLAT EIGHT AND THE POINT OF BEGINNING;

THENCE CONTINUING N00°08'15"W 16.72 FEET ON THE WEST LINE OF SAID LOT 1;

THENCE NORTHWESTERLY ON THE WEST LINE OF SAID LOT 1 ON A 371.32 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N00°08'36"W, CHORD DISTANCE 3.28 FEET, AN ARC DISTANCE OF 3.28 FEET TO THE NW CORNER OF SAID EASEMENT;

THENCE N89°51'45"E 400.10 FEET ON THE NORTH LINE OF SAID EASEMENT TO THE NE CORNER THEREOF;

THENCE S00°08'15"W 20.00 FEET ON THE EAST LINE OF SAID EASEMENT TO THE SE CORNER THEREOF;

THENCE S89°51'45"W 400.00 FEET ON THE SOUTH LINE OF SAID EASEMENT TO THE POINT OF BEGINNING.



Job Number: 2253-109-EX
 thompson, dreessen & dorner, inc.
 10836 Old Mill Rd
 Omaha, NE 68154
 p.402.330.8860 f.402.330.5866
 td2co.com

Date: MAY 2, 2023
 Drawn By: RJR
 Reviewed By: JDW
 Revision Date:

EXHIBIT " A "

ONE MAYFAIR PLACE, LLC

Book
 Page

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 5, 2023 AGENDA

Subject:	Type:	Submitted By:
AMENDMENT NO. 1 – PROFESSIONAL SERVICES AGREEMENT 84 TH STREET TRAIL, GILES TO HARRISON	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to approve Amendment No. 1 to the professional services agreement with Alfred Benesch & Company for environmental services associated with 84th Street Trail, Giles Road to Harrison Street in the amount of \$87,199.85 for revised amount not to exceed \$97,294.97.

FISCAL IMPACT

The FY23/FY24 Biennial Budget provides funding for this project.

RECOMMENDATION

Approval.

BACKGROUND

On January 3, 2023 the City Council approved an Environmental Services Task Order Agreement with Alfred Benesch & Company to provide NEPA (National Environmental Policy Act) scoping services for the above referenced project. This amendment will ensure compliance with NEPA items of work to be completed in order to align the project with the requirements for receiving federal aid.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALFRED BENESCH & COMPANY FOR ENVIRONMENTAL SERVICES ASSOCIATED WITH THE 84TH STREET TRAIL, GILES ROAD TO HARRISON STREET IN THE AMOUNT OF \$87,199.85 FOR A REVISED AMOUNT NOT TO EXCEED \$97,294.97.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined that the 84th Street Trail project is necessary;

WHEREAS, The FY23/FY24 Biennial Budget provides funding for this project; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve Amendment No. 1 to the professional services agreement with Alfred Benesch & Company for environmental services associated with the 84th Street Trail, Giles Road to Harrison Street in the amount of \$87,199.85 for a revised amount not to exceed \$97,294.97.

PASSED AND APPROVED THIS 5TH DAY OF SEPTEMBER 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

Agreement No.	BK2260-001
Effective (NTP) Date	06/29/2023
Supplement Amount	\$87,199.85
Total Agreement Amount	CPFF \$97,294.97

PROFESSIONAL SERVICES AGREEMENT

SUPPLEMENT NO. 1 ENVIRONMENTAL SERVICES

CITY OF LA VISTA, NEBRASKA
ALFRED BENESCH & COMPANY
PROJECT NO. DPS-77(67)
CONTROL NO. 22885
84TH ST TRAIL, GILES TO HARRISON, LA VISTA

THIS SUPPLEMENTAL AGREEMENT is between the City of La Vista, Nebraska ("LPA") and Alfred Benesch & Company ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") executed by LPA on January 3, 2023 for Consultant to provide Environmental Services for LPA's project, and

WHEREAS, it is necessary that services as outlined in Exhibit "A" be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the services under this Agreement, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. DPS-77(67) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated ____ day of _____, 20____, attached as Exhibit "C" and incorporated herein by this reference.

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in Exhibit "A", Consultant Work Order and Scope of Services, and Exhibit "B", Consultant's Fee Proposal, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION

- 2.1 LPA, or State on behalf of LPA, issued Consultant a written Notice-to-Proceed on June 29, 2023. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.
- 2.2 Consultant will complete all work stipulated in the Original Agreement and this Supplemental Agreement by June 30, 2024.

SECTION 3. FEES AND PAYMENTS

Section 2 in Exhibit "C" of the Original Agreement is hereby amended in accordance with Exhibit "B" and as shown below.

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

Previous Amount*	This Supplement Amount	Amended Agreement Amount	
\$ 3,352.00	\$ 26,851.41	\$30,203.41	For actual direct labor costs
\$ 5,712.48	\$ 52,092.45	\$57,804.93	For indirect labor costs & direct expenses
\$ 1,030.64	\$ 8,255.99	\$9,286.63	For a fixed fee for profit
\$10,095.12	\$87,199.85	\$97,294.97	Total agreement amount

*Includes all prior supplements

SECTION 4. CONFIDENTIAL INFORMATION

Documents submitted to LPA, including invoices, supporting documentation, and other information are subject to disclosure by LPA under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to LPA information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that LPA does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against LPA for the disclosure of such information.

SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 6. CERTIFICATION BY LPA

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 7. ENTIRE AGREEMENT

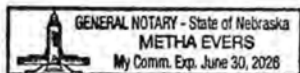
The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.


IN WITNESS WHEREOF, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

ALFRED BENESCH & COMPANY
Jeffery A. Sockel, P.E.

Senior Vice President

SUBSCRIBED AND SWORN to before me this 2nd day of August, 2023.




Notary Public

CITY OF LA VISTA, NEBRASKA
Douglas Kindig

Mayor

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____

Clerk

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Form of Agreement Approved for
Federal Funding Eligibility:

Date _____

Consultant Work Order (Local Projects)

Project No.: DPS-77(67)		Control No.: 22885
Consultant: (Name and Representative) Benesch (Craig Mielke)	Agreement No.: BK2260/VK2211	Work Order No.: 2
LPA: (Name and Representative) La Vista (Pat Dowse)		Constr. Change Order No.: (If applicable)
<p>All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.</p> <p>Justification to modify agreement: (Include scope of services, deliverables, and schedule) Full NEPA services, project management, wetland delineation, and public outreach services. Given project schedule and seasonal nature for field work, NTP is needed to continue work on project.</p>		
Work Title	Summary of Fee	
NEPA services - 84 th Street Trail, Giles to Harrison, La Vista, NE	A. Total Direct Labor Cost	= 26,851.41
	B. Overhead (Factor * x A)	= 45,569.53
	C. A + B	= 72,420.94
	D. Profit/Fee (Factor ** x C)	= 8,255.99
*Overhead Factor: 169.71%	E. FCCM (Factor*** x A)	= 69.81
**Profit/Fee Factor: 11.40%	F. Direct Non-Labor Cost	= 753.11
***Facility Capital Cost of Money (FCCM): 0.26%	G. Subconsultant Services	= 5,700.00
Total Fee Notes:	TOTAL FEE: C + D + E + F + G	= \$87,199.85
	<input checked="" type="checkbox"/> ESTIMATED TOTAL FEE:	\$87,199.85
	<input type="checkbox"/> FINAL TOTAL FEE:	

Work Order Authorization – May be granted by email and attached to this document.

Consultant:

Jeffery A. Sockel, PE - Benesch Jeffery A. Sockel 6/27/23
Name Signature Date

LPA:

Jeff Colentine Jeff Colentine 6/28/23
Name Signature Date

LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):

Name Signature Date

LPS Unit Head Review (for PE Phase):

Nanda Taylor 2023.06.29 08:43:08-05'00'
Name Signature Date

LPS Manager or Construction Engineer (Construction Phase):

Name Signature Date

FHWA: (FHWA Approval on Full Oversight Projects Only):

Name Signature Date

Notice to Proceed will be granted by email by:
LPS PC for Preliminary Engineering & CD PC for Construction Engineering.

FMIS Approval Date:

6/27/23

Notice to Proceed Date:

6/29/23

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPS PC, NDOT Agreements Engineer, Highway Funds Manager, CD PC

NDOT Form 250, November 18

ENVIRONMENTAL SERVICES

PROJECT NO.: DPS-77(67)
CONTROL NO.: 22885
LOCATION: 84th St Trail, Giles to Harrison, La Vista
STATE PC: Jenna Habegger
LPA POINT OF CONTACT: Pat Dowse
CONSULTANT: Benesch
CONSULTANT POINT OF CONTACT: Craig Mielke
STRUCTURE NUMBER(S): NA

A. PROJECT DESCRIPTION

This scope provides for environmental services related to compliance with the Environmental National Policy Act (NEPA) for the Project named above. Consultant shall serve as the agent for the City of La Vista, Nebraska, hereafter referred to as the LPA (Local Public Agency), representing them in all matters related to environmental services for this Project.

B. LPA OR STATE, ON LPA'S BEHALF, TO PROVIDE (to the extent that the items listed are available or needed for the scope checklist above):

1. Project location, Program documents (NDOT-530, NDOT-53), NDOT-213 Purpose and Need statement, NDOT-182 Project Description, NDOT-173 Project Details, Threatened and Endangered species (T&E) Activity Checklist, and general project location map. When appropriate, detour route information will be provided (including a list of property owners along the project and detour route).
2. If available, electronic files of current aerial photographs with Project alignment and preliminary design, existing and new rights-of-way (ROW) and easements, topographic survey, utilities data, and Limits of Construction (LOC).
3. Roadway Feature File, Alignment File, Feature Codes and SMD (Simple Method Description) File (downloadable from NDOT's website).
4. County-wide plat (ownership) or TAM (occupancy) maps for Consultant's use if landowner notification is needed. A notification letter, on LPA's letterhead for the consultant's use in landowner contact and site access will also be provided.
5. Waterway Permit Data Sheet (NDOT 290)
6. E (aerial) plan Sheets from design consultant.
7. Wetland Delineation Data Sheets and Photographs (if already available and not part of this scope of work).
8. Environmental Justice/Limited English Proficiency Memo (provided by State).
9. Section 106 documentation (if not part of this scope of work)
10. Section 106 PQS Memo (provided by State).
11. HMR PQS Memo (provided by the State).
12. Threatened and Endangered Species PQS Memo (provided by State).
13. Wetlands PQS Memo (provided by State).
14. Floodplain PQS Memo (provided by State).

C. APPLICABLE PUBLICATIONS:

Work shall be done in accordance with the most current version of the following materials:

1. Nebraska Categorical Exclusion Guidance (October 2018).
2. Guidance for Completing the Section 4(f) Review Process in Nebraska for Federal-Aid Projects (September 2018).
3. Programmatic Categorical Exclusion Agreement between the Federal Highway Administration and the Nebraska Department of Transportation (April 2015).
4. Nebraska Department of Transportation. Hazardous Materials Review Guidance Manual (September 2018).

5. NDOT National Historic Preservation Act Section 106 Guidelines (October 2019).
6. Nebraska Biological Evaluation Process, Prepared in Support of the Programmatic Agreement that was developed and updated between FHWA, NDOT, USFWS and NGPC (January 2017).
7. Corps of Engineers Wetlands Delineation Manual, Technical Report Y-87-1. Environmental Laboratory, Department of the Army Waterways Experiment Station, US Army Corps of Engineers, Vicksburg, Mississippi, 1987.
8. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region, ERDC/EL TR-08-27. Wetlands Regulatory Assistance Program, US Army Engineer Research and Development Center, Vicksburg, Mississippi, 2010.
9. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region, ERDC/EL TR-08-12. Wetlands Regulatory Assistance Program, US Army Engineer Research and Development Center, Vicksburg, Mississippi, 2010.
10. Regulatory Guidance Letter No. 05-05: Ordinary High Water Mark Identification. US Army Corps of Engineers, 2005.
11. Cowardin et al. Classification of Wetlands and Deepwater Habitats of the United States, FWS/OBS 79/31. Biological Services Program, Fish and Wildlife Service, US Department of the Interior, 1979.
12. Nebraska Department of Transportation. Wetland and Water Resource Procedure Document (April 2020).
13. USACE. 2016b. Nebraska Stream Condition Assessment Procedure (NeSCAP). Eds. M.C. Gilbert, K.L. Lawrence, and M.T. Wray. CENWO-OD-RF Technical Report 05-12. Omaha District. October 2016.
14. Nebraska Department of Transportation. Nebraska Public Involvement Procedure. (September 2015).

D. CE DOCUMENT:

1. CE Document and Resource Reviews. Consultant shall develop applicable documentations as determined in this contract in accordance with Nebraska Categorical Exclusion Guidance and applicable NDOT technical resource guidance or procedures found at <https://dot.nebraska.gov/projects/environment/pubs/docs/> unless specified elsewhere within this contract.
 - a. CE Documentation for Federal-Aid Projects. Consultant shall produce the required CE documentation using the NDOT CE Smartform. Consultant shall notify the NDOT NEPA PM if a threshold has been crossed which elevates the level of CE documentation. Consultant shall obtain or produce supplemental information to attach to the NDOT CE Smartform, or to be placed into the Project file as back-up reference material for the document. Figures and resource maps are required to be attached to the NEPA Form. If not required as an attachment, Consultant shall produce them for the NEPA project file.
 - b. Plan in Hand Site Visit. NEPA consultant shall coordinate with design consultant to prepare and submit agenda and meeting minutes to NDOT. NEPA consultant (one staff member) shall also attend the on-site or virtual Plan-in-Hand meeting coordinated and led by the design consultant and LPA Project Coordinator.
 - c. Project Location Maps. Consultant shall prepare Project location maps that include the following: An aerial image depicting the project location with start and end points labeled, an inset map with the project location or county identified within the state, North arrow, Scale bar, Legend, Project Name, Control Number, and Project Number.
 - d. Documentation and Revisions. CE documentation shall be submitted to NDOT for review and approval (assume 3 rounds of comments).
 - e. NEPA Re-evaluations. Consultant shall complete up to 2 NEPA re-evaluations. Consultant's effort shall also include determining if there are any project changes that require additional resource reviews. Re-evaluations may be documented with the NDOT Re-evaluation Form, email, memo to file, or other written summary. Consultant shall coordinate with NDOT NEPA PM prior to completing any re-evaluation.
2. Farmland. **NOT NEEDED**

- a. ~~Farmland Conversion Form.~~ Consultant shall prepare a Natural Resource Conservation Service (NRCS) Farmland Conversion Form CP-106
- b. ~~Consultant shall perform coordination with NRCS.~~

3. Section 106.

- a. ~~Section 106 Review Request Letter.~~ The NEPA Consultant shall complete the Section 106 Review Request Letter and submit it as a PDF to the State's Section 106 Professionally Qualified Staff (PQS), copy the LPA Project Coordinator and NDOT NEPA PM. The Section 106 Review Request Letter shall include a Vicinity Map and a Location Figure, showing the project's start and end points.

- b. Section 106 Identification and Evaluation of Properties. This task is for undertakings within the Omaha, Metropolitan Planning Agency (MAPA), Lincoln City and Lancaster County (LCLC) metropolitan planning area, and the South Sioux City Metro planning area.

- 1) The NEPA Consultant shall complete the cultural resource identification and evaluation in accordance with NDOT Section 106 guidance document: https://dot.nebraska.gov/media/12086/ndot_section-106-guidelines.pdf
- 2) Cultural resource identification and evaluation shall be completed and/or supervised by individuals meeting or exceeding qualifications set forth by the U.S. Secretary of the Interior's Standards for Professional Qualification Standards https://www.nps.gov/history/local-law/arch_stnds_9.htm. The qualifications (36 CFR 61) define minimum education and experience required to perform identification, evaluation, registration, and treatment activities. In some cases, additional areas or levels of expertise may be needed, depending on the complexity of the task and the nature of the historic properties involved. Illustrative examples include an architectural historian with specialized experience in evaluating post-WWII architecture, a geoarchaeologist with specialized experience in assessing the potential for deeply buried cultural deposits in alluvial settings, or a paleobotanist with specialized experience in assessing floral material recovered from a prehistoric pit feature. The Principal Investigator (PI) shall submit their resume to the State's Section 106 PQS for review and approval prior to execution of this agreement.
- 3) Area of Potential Effect. Upon execution of this agreement, and prior to completing fieldwork, the NDOT Section 106 PQS shall review and approve the proposed area of potential effects (APE) as well as the proposed level of effort.

For this project, it is assumed that there are not likely to be any direct effects to standing structures along the project corridor, however, NDOT has identified the need to conduct a review of standing structures for potential indirect (i.e., visual) effects near and surrounding the bridge/underpass area. For the remaining project corridor, only archeological resources will be evaluated.

- 4) NDOT Guidelines. The NEPA Consultant and the PI shall follow the report guidelines discussed in NDOT's Section 106 Guidance document (2019) when compiling and submitting documentation, including identifying potential consulting parties. The identification of consulting parties shall be done in consultation with the NDOT Section 106 PQS.
- 5) Consultation and Approval. The report shall be submitted to the NDOT Section 106 PQS for review and approval. The State (or FHWA, when applicable) will complete all formal consultation, SHPO, tribal, etc. The State will complete the Section 106 PQS memo.

4. Section 4(f).

- a. NDOT Section 4(f) Initial Assessment Form. Consultant shall determine if adjacent Section 4(f) properties such as public parks, recreation areas, and wildlife/waterfowl refuges, or historic sites of local, state or national significance are present, as part of the resource review. Consultant shall prepare the NDOT Section 4(f) Initial Assessment Form and submit to NDOT NEPA PM for review and approval.
- b. Section 4(f) Documentation. Consultant shall determine a 'use' of land from the identified Section 4(f) property (assume one property) within the Project area. If it is

determined that there is a 'use' of the land, then coordination with NDOT must occur and one or more of the following documents will be prepared by the Consultant:

- 1) NDOT Section 4(f) Exceptions Form
 - 2) NDOT Section 4(f) De Minimis Form
 - 3) Coordinate with the Official With Jurisdiction for the Section 4(f) resource, to obtain concurrence that the impact will/will not adversely affect the resource.
- c. Individual Section 4(f) Evaluation is not included as part of this scope of work.
5. Section 6(f).
- a. Section 6(f) Review. Consultant shall conduct coordination with the Nebraska Game and Parks Commission (NGPC) to determine if LWCF funds were used for the property requiring the additional Section 4(f) analysis. If Section 6(f) resources are present, then Consultant will determine if a conversion will occur.
 - b. Coordination. Consultant shall conduct coordination with jurisdictional agencies and provide documentation for the Section 6(f) conversion and replacement land.
6. Quality Control
- a. Consultant QC Certification Statement. At the time of CE submittal to NDOT, the consultant shall submit to NDOT a "QC Certification Statement" in accordance with NDOT's NEPA Documentation Quality Assurance/Quality Control Manual which will attest to the accuracy and completeness of each NEPA document submitted for NDOT review.
 - b. QC Comment/Response Matrix. The consultant shall provide a completed QC Comment/Response Matrix or other approved review method with each document submittal that is responding to NDOT review comments.
7. Deliverables for the CE Document and Resource Review task include:
- a. The CE documentation (and supporting attachments and file data)
 - b. Farmland Conversion Form CP-106
 - c. Section 106 Documentation
 - d. NDOT Section 4(f) Initial Assessment Form
 - e. 4(f) Exception/De Minimis Documentation
 - f. Section 6(f) Documentation
 - g. Quality Control Documentation

E. THREATENED AND ENDANGERED SPECIES (T&E) REVIEW

1. Resource Reviews. Consultant shall review the project for T&E species impacts (both state and federally listed species) protected by the Endangered Species Act and the Nebraska Non-game and Endangered Species Conservation Act. The Consultant will also review the project for impacts to bald and golden eagles protected by the Bald and Golden Eagle Protection Act.
2. ~~The consultant shall determine if a review under the Fish and Wildlife Coordination Act is required. If the project has wetlands/waters of the U.S. impacts that require an Individual Permit Application to the U.S. Army Corps of Engineers, coordination is needed. At the direction of NDOT, the consultant will summarize any consultation comments or recommendations between NDOT and USFWS and document in the Overview of Effects and Required Conversation Conditions form.~~
3. ~~Consultant shall determine if American Burying Beetle (ABB) early coordination with the U.S. Fish and Wildlife Service and the Nebraska Game and Parks Commission is required. Projects with any soil disturbing activities that occur outside the hinge point within the USFWS and/or the NGPC range for ABB requires early coordination. Consultant shall utilize most recent guidance from USFWS and NGPC to assess permanent and temporary soil disturbances in suitable and unfavorable habitat, and estimate potential ABB take. On behalf of NDOT, consultant shall initiate early coordination by providing ABB early coordination memo, spreadsheet of habitat disturbances, and Google Earth KMZ file of habitat disturbances to the USFWS and NGPC. Consultant shall assume one round of comment/response with the resource agencies.~~
4. Consultant shall determine if Project is within the range of Northern Long-eared Bat (NLEB) and will require consultation. Consultation for NLEB will utilize the USFWS/FHWA

Range-wide Programmatic Consultation and the USFWS Information for Planning and Consultation (IPaC) website for review. Consultant shall evaluate Project using IPaC determination key for NLEB and produce a consistency letter for the NDOT T&E Biologist to review and sign for concurrence verification.

- a. If Project includes work on bridges or culverts larger than four feet diameter that are in suitable habitat, Consultant shall complete a bridge/culvert and structure bat assessment form for each structure to document bat occupancy. Assessments of bat use will follow the USFWS/FHWA Range-wide Programmatic Consultation for Indiana Bat and Northern Long-eared Bat and associated guidance documents and appendices.
5. Biological Assessment. Consultant shall prepare the Biological Assessment and related documentation, submit them (in Word and Excel format as well as a compiled PDF), to NDOT, and revise them in response to NDOT comments as needed. If all of the Species Evaluation Parameter (SEP) questions are checked "No", Consultant will prepare the Overview of Effects and Required Conservation Conditions (OERCC). If any of the SEP questions are checked "Yes", Consultant will prepare the Matrix Spreadsheet for those species and the activities found in the Activity Checklist. If the Matrix determination is "No Effect", Consultant will submit the Matrix, SEP Form and OERCC Form. If determination for an individual species is Not Likely to Adversely Affect with Conservation Conditions (NLAA-CC), then Consultant prepares the OERCC Form with appropriate Conservation Conditions included for those species. Consultant's effort shall also include up to 3 progress meetings with NDOT, by telephone.
6. Individual Project Level Evaluation (will be supplemented as necessary). Consultant shall prepare an Individual Project Level Evaluation (IPLE) supported by figures, literature review, and other supplemental information such as aerial photos and resource agency correspondence, including appropriate conservation conditions in the OERCC for species with a "May Affect" determination. If the determination for an individual species is "MA" or "NLAA-CC" but this determination appears wrong due to existing habitat conditions, species range information, or other factors, an IPLE shall be prepared by the Consultant to justify a change in determination.
7. Quality Control Documentation
 - a. Quality Control Statement
 - b. QC Comment/Response Matrix. The consultant shall provide a completed QC Comment/Response Matrix or other approved review method with each document submittal that is responding to NDOT review comments.
8. Deliverables for the T&E Review Include:
 - a. Biological Assessment and related documentation
 - b. Individual Project Level Evaluation
 - c. Quality Control Documentation
 - d. ABB Early Coordination Documentation
 - e. ABB early coordination memo
 - f. Excel spreadsheet of habitat disturbances
 - g. Google Earth KMZ file of habitat disturbances
 - h. NLEB Consultation
 - 1) IPaC Concurrence Verification Letter

F. HAZARDOUS MATERIALS REVIEW (HMR).

1. Consultant shall complete an HMR within the HMR Study Area in accordance with the NDOT Hazardous Material Review Guidance Manual. This includes review of sites that are known to be, or may potentially be, contaminated with hazardous materials. Conditions that indicate an existing release, a past release, or a material threat of a release, of any hazardous substances or petroleum products into structures, on the property or into the soils, groundwater, or surface water should be evaluated and assessed for potential impacts on the Project, and discussed in the HMR technical report.
2. Consultant shall conduct and review local, state and federal environmental database records, searching for regulated sites within the HMR Study Area.

3. Consultant shall conduct an on-site visual site reconnaissance survey and complete the HMR Visual Reconnaissance Form and photo log.
4. After consultation with the NDOT HazMat PQS, the Consultant shall conduct additional analysis per the HMR guidance. Additional analysis shall include (1) conducting a regulatory file review (NDEE, SFM, etc.) (2) reviewing readily available historical record sources (aerial photographs, topographic maps, Sanborn Fire Insurance maps, etc.) and/or (3) conducting interviews with local agencies and regulators.
5. A subsurface investigation is not included as part of this scope of work.
6. Consultant shall prepare a written Hazardous Materials Review Report. The Report shall be submitted by the Consultant to NDOT's HazMat PQS, copy the LPA Project Coordinator and NDOT NEPA PM. The Consultant shall revise materials per NDOT comments and resubmit subsequent drafts to NDOT for review and approval.
7. Quality Control Documentation
 - a. Quality Control Statement
 - b. QC Comment/Response Matrix. The Consultant shall provide a completed QC Comment/Response Matrix or other approved review method with each document submittal that is responding to NDOT review comments.
8. Deliverables for the Hazardous Materials Review Include:
 - a. Hazardous Materials Review Report
 - b. Quality Control Documentation

G. NOISE STUDY AND REPORT. (NOT NEEDED)

- ~~1. The Consultant shall complete a noise study in accordance with 23 CFR 772 and the Nebraska Noise Analysis and Abatement Policy. The consultant shall utilize the Nebraska Noise Analysis Guidance Manual when completing the study. Coordination with an NDOT Noise Specialist shall occur prior to beginning the study.~~
- ~~2. The Consultant shall complete a Noise Study Report which shall include, but is not limited to the following:~~
 - ~~a. General information regarding the nature of noise and measurement of sound, 23 CFR Part 772 Standards, noise abatement criteria and noise prediction method used;~~
 - ~~b. Project Description;~~
 - ~~c. Table showing existing and future (at least 20+ years from date of construction) traffic counts (Average Daily Traffic and Design Hourly Volume) as well as medium and heavy truck percentages, all to be used in conjunction with FHWA's Traffic Noise Model (TNM);~~
 - ~~d. Field noise measurements are required; Consultant shall prepare a table to include such items as location, distance from Project centerline, noise levels, and other appropriate information;~~
 - ~~e. Information about land use adjacent to Project;~~
 - ~~f. Table showing the following:~~
 - ~~1) receptor ID (home address or business name if possible);~~
 - ~~2) modeled existing noise level (TNM results);~~
 - ~~3) predicted future no build noise level (TNM results);~~
 - ~~4) predicted future build noise level (TNM results);~~
 - ~~5) Leq noise abatement criteria (66 or 71 dBA);~~
 - ~~6) Specify if build situation approaches or exceeds Leq criteria (if substantial noise increase > 15dBa) (yes or no).~~
 - ~~g. Analyze noise abatement for feasibility and reasonableness if necessary (determined by noise impacts);~~
 - ~~h. Address construction noise.~~
 - ~~i. Provide setback recommendations to local officials.~~
 - ~~j. Consultant will provide conclusions stating findings (how many impacted receptors in existing, no build and build situations, noise abatement results).~~
 - ~~k. List references.~~

- ~~1. Prepare diagram using aerials or topographic map identifying:
 - 1) Receivers adjacent to project;
 - 2) Areas for possible noise abatement;
 - 3) 66 and 71 dBA noise contour lines~~
- ~~3. The Consultant shall submit the Noise Study to the NDOT Noise Specialist. Consultant shall revise materials per NDOT comments and resubmit subsequent drafts to NDOT for review and approval.~~
- ~~4. Quality Control Documentation
 - a. Quality Control Statement
 - b. QC Comment/Response Matrix. The Consultant shall provide a completed QC Comment/Response Matrix or other approved review method with each document submittal that is responding to NDOT review comments.~~
- ~~5. Deliverables for the Noise Study and Report Include:
 - a. Noise Study Report
 - b. Quality Control Documentation~~

H. WETLAND AND STREAM DELINEATION SERVICES.

1. Consultant shall complete a wetland/water resource delineation and prepare documents in accordance with the NDOT Wetland and Water Resource Procedure Document found at <https://dot.nebraska.gov/projects/environment/pubs/docs/>.
2. Site Visit. The Consultant shall visit the Project site to determine if waters of the United States (US), including wetlands, are present within the Project Delineation Limits as described below. The site visit will be conducted by a qualified wetland scientist and during the recognized growing season unless otherwise approved by the NDOT Wetlands Project Manager.
3. Review Existing Resources/Databases. Consultant shall review existing resources prior to field delineation. For projects requiring new Right of Way (ROW) beyond existing, into agricultural land, NDOT Wetlands PM shall be contacted for direction.
4. Wetlands in an Agricultural Setting (WIAS) Review. Consultant shall review WIAS historic aerial photography with recorded wetland delineations when required for permitting.
5. Nebraska Stream Condition Assessment Procedure (NeSCAP). Consultant shall complete the USACE-developed assessment of streams and floodplain/riparian areas to determine functional units of impacts and mitigation stream channels (USACE 2016b). NeSCAP shall include the collection of desktop and on-site data.
6. A Wetland Mitigation Plan is not included as part of this scope of work.
7. Delineation Limits. For purpose of scope and fee development, the Consultant shall assume the following study area for a Full Delineation. Along the project alignment, the study area extends 50 feet beyond LOCs or within ROW whichever is farther from the roadway centerline. At bridge or bridge-sized structures along the project alignment, the study area extends 150 feet beyond designed LOCs or 150 feet beyond ROW, whichever is farther from the roadway centerline.
8. Plot Boundaries. Consultant shall plot the data on aerial photographs. Data plotted on aerial photographs will include project wetland delineation limits (environmental study area), roadway alignment and mile markers. Data will include wetland boundaries (hollow line-style), wetland I.D., wetland types, OHWM for channels (and channel name if available), other water resources, and location of data and photo collection points. NEPA Consultant will be provided Design Consultant's survey files prior to delineation.
9. Documentation of Findings. Consultant shall prepare documents according to NDOT procedures (April 2020).
10. Electronic Files (GIS). Consultant shall submit the delineation materials in electronic format plot(s) to NDOT Wetlands PM, copy the LPA Project Coordinator and NDOT NEPA PM. Submittal shall include environmental study area boundaries, wetland delineation boundaries, wetland types, acres, other water resources and location of data collection points and photo points in NDOT's GIS file Geodatabase (.gdb). Coordinate system projections for all submittals shall be: NAD 1983 State Plane Nebraska FIPS 2600 (Feet). The submittal will include a completed attribute table with relevant information, such as

wetland name and type, for each feature, as described in NDOT (2020) procedure. All geospatial data shall be post-processed to correct GPS data inaccuracies, compile all required information in the NDOT geodatabase attribute tables, and checked for completeness, accuracy, and conformance to NDOT data standards. Geospatial data shall provide an accurate representation of field observations.

11. Coordination. Consultant shall coordinate with Design Consultant to create wetland .dgn file to be used in E (aerial) plan sheets. This effort may include creating a .dgn file and labeling the wetlands/water resources.
12. Quality Control Documentation
 - a. Quality Control Statement
 - b. QC Comment/Response Matrix. The consultant shall provide a completed QC Comment/Response Matrix or other approved review method with each document submittal that is responding to NDOT review comments.
13. Deliverables for Wetland and Water Resource Delineation Services Include:
 - a. Wetland Delineation Report and associated geospatial data
 - b. ~~Wetland in an Agricultural Setting (WIAS) Report~~
 - c. NeSCAP Documentation
 - d. Quality Control Documentation

I. SECTION 404 PERMITTING SERVICES

1. Pre-Application Meeting. Consultant shall arrange for, attend, and conduct, a pre-application meeting with the USACE and other interested resource agencies to discuss the wetland delineation and other issues relating to fill and disturbance impacts. Consultant shall prepare and distribute minutes.
2. 404 Nationwide Permit Application Package.
 - a. Consultant shall prepare a 1st Draft of the 404 Permit Application Package consisting of 404 Permit Application and Wetland Delineation Report. Electronic files of the documents will be submitted to NDOT Wetlands PM for review and approval. The Consultant shall revise materials per NDOT comments and resubmit subsequent drafts to NDOT for review and approval.
 - b. Consultant shall prepare and submit to LPA, or State on LPA's behalf, the electronic files and hard copies of all materials. For the final package, the Consultant shall submit one bound copy to LPA and electronic files to State on NDOT's ftp site. The Consultant shall submit a hard copy of the 404 permit application package to the USACE and NDEE (when required) unless otherwise directed by LPA, or State on LPA's behalf.
3. Agency Coordination. Consultant shall correspond with the USACE, whether in writing or personal contact documented in a telephone memo or meeting notes.
 - a. Consultant shall be available to provide additional information and answer questions. All correspondence with the USACE and other agencies, if necessary, shall be submitted to the NDOT in draft form for approval from LPA, or State on LPA's behalf at least 10 days before final submittal.
 - b. Consultant shall coordinate with NDEE and obtain a letter of 401 Water Quality Certification. If wetlands are non-jurisdictional, Consultant shall obtain a Letter of Opinion from NDEE, stating compliance with the non-degradation clause of Title 117 Nebraska Surface Water Quality Standards.
4. Quality Control Documentation
 - a. Quality Control Statement
 - b. QC Comment/Response Matrix. The consultant shall provide a completed QC Comment/Response Matrix or other approved review method with each document submittal that is responding to NDOT review comments.
5. ~~Section 404 Individual Permit Application (NOT NEEDED)~~
 - a. ~~Alternatives Analysis and Sequencing Demonstration~~. All tasks specified above for Nationwide permits also apply to Individual Permits with the following additional tasks: Consultant shall prepare an Alternatives Analysis and Sequencing

~~Demonstration for inclusion in the Individual Permit Application. This task involves incorporating materials provided by the LPA's design consultant. The Consultant will also coordinate activities with the USACE and other regulatory and resource agencies, as needed.~~

- ~~b. Public Comments. Consultant shall respond to public comments from the USACE Public Notice comment period.~~

6. Deliverables for Section 404 Permitting Services Include:

- a. 404 Nationwide Permit Application
- ~~b. 404 Individual Permit Application—including Alternatives Analysis and Sequencing Demonstration~~
- c. Section 404 Authorization Letter
- d. Quality Control Documentation

J. PUBLIC INVOLVEMENT

- 1. Consultant shall serve as the agent for LPA representing the Client in all matters related to public involvement services for this project, with the exception of (list any tasks to be conducted by the Client or others):
 - a. Civil Rights Analysis (by NDOT)
- 2. It is anticipated that the project will require the following major tasks (include the following, as appropriate):
 - a. Project Management and QA/QC
 - b. Project Information Packet
 - c. Public Involvement Summary Memo and Report
- 3. Work shall be done in accordance with the most current version of the following materials. The most current versions of the NDOT materials can be obtained from the NDOT website.
 - a. NDOT Public Involvement Procedure

CONSULTANT SHALL PROVIDE:

- 1. Preparation and Distribution of a Project Information Packet
 - a. Public Information Packet. Consultant will development of a Public Information Packet, as described by NDOT's Public Involvement Procedure. Consultant will:
 - 1) Prepare Cover Letter
 - 2) Develop Public Information Sheet
 - 3) Develop Comment Form
 - 4) Prepare Legal Notice
 - b. Legal Notice Coordination. Consultant will publish legal notice once in local paper (Nebraska Press Association Certified). This shall occur at/around the same time the public is expected to receive the mailers, starting the official comment period.
 - c. Packet Distribution. Consultant will coordinate the mailing of the Public Information Packet, using a distribution list they produce. Anticipate up to 150 mailers.
- 2. Public Involvement Summary Memo and Report
 - a. Public Comments. Consultant will review and prepare responses to public comments for NDOT and Client review and approval.
 - 1) Consultant will provide a summary document of the public comments, including identification of comments and potential responses with assistance from the Client.
 - 2) Client will review, finalize, and disseminate (up to 25) responses to public comments.
 - b. Summary Memo and Report. Consultant will prepare Public Involvement Summary Memo and Report, in accordance with NDOT standards.
 - c. DELIVERABLES:
 - 1) Project Public Involvement Schedule

- 2) Monthly Invoices and Progress Reports
- 3) Distribution List of project stakeholders and contiguous property owners
- 4) Public Information Packet, including cover letter, public information sheet, comment form, and legal notice
- 5) Public Involvement Summary Memo and Report
- 6) *Expect to see potential changes to this process in Fall of 2023 due to implementation of the new NDOT PI Procedures

K. PROJECT MANAGEMENT

1. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices, prepare project correspondence with the LPA or State on LPA's behalf; and maintain project records. Monthly Progress Reports shall be prepared and submitted according to the schedule provided by LPA, which may or may not coincide with Consultant's invoicing schedule.
2. Consultant will meet with the LPA and NDOT to discuss the status of plan development and coordinate design activities at different stages throughout the project. The consultant should anticipate six meetings (PCMs 20, 30, 35, 50, 70, and 90).
3. Send Deliverables to the LPA Project Coordinator and applicable NDOT Resource Project Manager

L. DATA TRANSFER

1. It shall be the Consultant's responsibility to obtain the necessary software to translate to and from the specified format for all electronic files supplied by the LPA and/or NDOT and for all electronic files prepared by the Consultant and supplied to the LPA and/or NDOT.
2. Electronic files shall be submitted with each submittal or revision. PDF copies of all materials and final electronic files (i.e. geodatabases for wetland delineations) as stated above. All supporting information shall be submitted to the NDOT via NDOT's Sharefile site (and/or email when requested by NDOT).

M. COMMUNICATION

1. Files shall be accompanied by a transmittal letter or email with Project Name, Project Number, and Control Number in the subject line and body.
2. **All correspondence regarding scope items outlined in this section shall be addressed to the NDOT LPA Project Coordinator and applicable NDOT Resource PM.**

N. ASSUMPTIONS

1. Wetland Delineations assume 2 staff for field work.
2. Consultant shall coordinate/consolidate site visits, as appropriate.
3. Tasks that are shown stricken-through are not considered part of this scope of services. If these tasks are required at a later date, they may be added through a supplemental agreement.

O. SCHEDULE

1. Notice to Proceed:
2. Contract End Date:

Environmental Services

Project Number: DPS-77(67)
Control Number: 22885

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

Overhead Rate ⁽¹⁾	169.71%
Fee for Profit Rate ⁽²⁾	11.40%
FCCM (if applicable)	0.26%

Template: T-WB-Environmental Services (LPA) (rev 10-23-2019) CPFF

Exhibit "B"
Page 1 of 6

Consultant's Estimate of Hours

Environmental Services

Project Name: 84th Street Trail, Giles to Harrison

Project Number: DPS-77(67)

Consultant: Benesch

Control Number: 22885

Consultant PM: Craig Mielke; 402-590-8209 / cmielke@benesch.com

NDOT PC: Jenna Habbeger; 402-479-3607 / jenna.habbeger@nebraska.gov

Date: June 22, 2023

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	SENV	ENV	SDES	DES	PI	ADM	UD1	UD2	Total
I. Project Management		48	2	4				3			57
1. Project Management		37									37
2. PCM Meetings		9						3			12
3. Travel Time		2	2	4							8
II. CE Document and Resource Reviews		32	104	184							320
1. Categorical Exclusion Document		8	12	68							88
2. Plan in Hand Site Visit		4		4							8
3. Project Location Maps and KMZs				8							8
4. Documentation and Revisions			8	16							24
5. NEPA Re-Evaluations			16	16							32
RESOURCE REVIEWS											
1. Farmland (not needed)											
2. Section 106 (MAPA area method)		2	40	4							46
3. Section 4(f) De Minimis or Exemption		8		24							32
4. Section 6(f) Analysis Documentation		8		24							32
5. Floodplain Review (provided by NDOT)											
6. Water Quality Review (provided by NDOT)											
7. Threatened and Endangered Species (T&E) Review			2	8							10
8. Biological Assessment			2	8							10
9. Individual Project-Level Evaluation (not needed)											
10. Hazardous Materials Review (HMR)		2	24	4							30
11. Noise Study and Report (not needed)											
III. Wetland and Stream Delineation			20	76							96
1. Wetland Delineation			8	40							48
2. Pre-Application Meeting			4	4							8
3. 404 Nationwide Permit Application Package			8	32							40
4. 404 Individual Permit Application (not needed)											
5. Wetland/Channel Mitigation Plan (not needed)											
IV. Public Involvement Materials		26		8			52	14			100
1. Public Information Packet		6					16				22
2. Legal Notice Coordination							2	6			8
3. Packet Distribution							2	8			10
4. Public Comments		16		8			16				40
5. Summary Memo and Report		4					16				20
Total Days		13.3	15.8	34			6.5	2.13			72
Total Hours		106	126	272			52	17			573.0

Direct Expenses**Environmental Services**

Project Name: 84th Street Trail, Giles to Harrison

Project Number: DPS-77(67)

Consultant: Benesch

Control Number: 22885

Date: June 22, 2023

Subconsultants:			Amount
Historic Resources Group, LLC			\$5,700.00
Subtotal			\$5,700.00
Printing and Reproduction:	Qty	Unit Cost	Amount
1000 - B&W Copies, 8x11, \$0.05/page	1000	\$0.05	\$50.00
500 - Color Copies,	500	\$0.18	\$90.00
200 - 11X17 Color Plan Sheets,	200	\$0.25	\$50.00
5 displays, 32"x40" @ \$1.70/SF mounted	44.44	\$1.70	\$75.55
Postage for public outreach packets/mailers	100	\$0.66	\$66.00
Subtotal			\$331.55
Mileage/Travel:	Qty	Unit Cost	Amount
Mileage/Travel: 2 trips from Benesch Office to agencies @ 10mi/trip	20	\$0.580	\$11.60
3 Trips from Benesch Office to Site @ 22mi/trip	66	\$0.580	\$38.28
2 Trips to La Vista Public Works @ 22 mi/trip	44	\$0.580	\$25.52
2 Trips to Lincoln @ 120 mi/trip	240	\$0.580	\$139.20
Site Mileage for 3 trips	12	\$0.580	\$6.96
Subtotal			\$221.56
Lodging/Meals:	Qty	Unit Cost	Amount
Motel - Standard Rate \$94+tax		\$110.00	
Motel - Omaha/Douglas Co. \$109+tax		\$125.00	
Meals & Incidentals (Standard Rate)		\$55.00	
Meals & Incidentals (Omaha/Douglas Co.)		\$61.00	
Subtotal			
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Misc. Postage, Mail, Deliveries (not including public packet/mailer)	1	\$200.00	\$200.00
Subtotal			\$200.00
TOTAL DIRECT EXPENSES			\$6,453.11

Notes & Assumptions

Environmental Services

Project Name: 84th Street Trail, Giles to Harrison

Project Number: DPS-77(67)

Consultant: Benesch

Control Number: 22885

Date: June 22, 2023

Notes & Assumptions

PM hours are calculated at 7% of all other hours (minus PM meetings and travel time) based on NDOT guidance memo December 2022

Any changes to NDOT's public involvement procedure (in the fall of 2023) that result in substantial changes to processes yet to be completed will require a supplement to this agreement

IPLE is not required

Individual Permit is not required

Civil Rights/EJ memo will be provided by NDOT

Floodplain analysis (if any) will be provided by Design Engineer (Schemmer) and NDOT will provide PQS memo.

Water Quality analysis and PQS memo to be provided by NDOT

Noise Analysis is not required

Two Section 4(f) properties are present on both sides of 84th Street - Central Park and City Pool. De minimis or exception for each is anticipated

One section 6(f) LWCF property is present - City Pool. Coordination with NGPC is anticipated. If a conversion is required, additional time is needed

Bat surveys are required for one culvert

No ABB analysis is required

HMR assumes site visit and numerous urban properties to document.

No farmland is present. No form needs to be completed.

No wetland or stream mitigation plan is needed.

Wetlands in agricultural setting not required

Section 106 process uses Benesch staff for cultural resources field work and reporting. Tribal/SHPO coordination will be performed by NDOT.

Standing structures to be evaluated for direct and indirect (visual) effects by Historic Resources Group (subconsultant)

Materials for Public Information Packet will be mostly provided by City or Schemmer. Benesch will compile before sending out.

Project Cost & Breakdown**Environmental Services**

Project Name: 84th Street Trail, Giles to Harrison

Project Number: DPS-77(67)

Consultant: Benesch

Control Number: 22885

Consultant PM: Craig Mielke; 402-590-8209 / cmielke@benesch.com

NDOT PC: Jenna Habbeger; 402-479-3607 / jenna.habbeger@nebraska.gov

Date: June 22, 2023

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal			
Project Manager	106	\$65.00	\$6,890.00
Sr. Scientist	126	\$57.05	\$7,188.30
Scientist	272	\$35.90	\$9,764.80
Sr. Designer			
Designer			
Public Involvement	52	\$35.45	\$1,843.40
Administrative	17	\$30.00	\$510.00
User Defined 1			
User Defined 2			
	573	Subtotal	\$26,196.50

DIRECT EXPENSES		Amount
Subconsultants:		\$5,700.00
Printing And Reproduction:		\$331.55
Mileage/Travel:		\$221.56
Lodging/Meals:		
Other Miscellaneous Costs:		\$200.00
	Subtotal	\$6,453.11

TOTAL PROJECT COSTS		Amount
Direct Labor Costs		\$26,196.50
Labor Cost Escalation Factor for Multi-year Projects (if allowed):	Y 2.0 years @ 5.0% / year = 2.50%	\$654.91
Overhead @ 169.71%		\$45,569.53
Facility Capital Cost of Money (FCCM) @ 0.260% (labor costs x FCCM%)		\$69.81
Direct Expenses		\$6,453.11
Fee for Profit Rate @ 11.40%		\$8,255.99
	TOTAL COST	\$87,199.85



*84th Street Trail, Giles-Harrison
LaVista, Sarpy County, NE
CN 22885, Project Number DPS-77(67)
Prepared for Craig Mielke, Alfred Benesch & Co.
June 2023*

HRG proposes to prepare a cultural resource review for the above referenced project in Sarpy County. The trail project begins at the intersection of 84th Street and Harrison and extends south one mile to the intersection of 84th and Giles. Improvements would construct a pedestrian underpass under 84th Street along the existing Thompson Creek. To facilitate the underpass a bridge will be constructed on 84th Street to carry existing traffic lanes and accommodate pedestrian sidewalks on both the east and west sides. This scope includes consideration of above ground resources only. HRG will identify an Area of Potential effect (APE) in consultation with NDOT, conduct field investigations, and prepare a report of findings which will include identifying historic properties and making recommendations of project effects.

Scope of Work

Principal Investigator

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Background Research	8	100	800
Field Investigations	8	100	800
Report	32	100	3200
Team Consultation/Meetings	8	100	800
Expenses (Mileage, etc.)			100

TOTAL

\$5,700.00

RESOLUTION
ENVIRONMENTAL SERVICES AGREEMENT
SUPPLEMENTAL AGREEMENT NO. 1 – BK2260

CITY OF LA VISTA

Resolution No. _____

Whereas: City of La Vista and Alfred Benesch & Company have previously executed an Environmental Services Agreement (BK2260) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds; and

Whereas: City of La Vista understands that it must continue to strictly follow all Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of this Federal-aid project; and

Whereas: City of La Vista and Alfred Benesch & Company wish to enter into an Environmental Services Supplemental Agreement, setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

Be It Resolved: by the City Council of the City of La Vista, Nebraska that:

Douglas Kindig, Mayor of the City of La Vista, is hereby authorized to sign the attached Environmental Services Supplemental Agreement No. 1 between the City of La Vista and Alfred Benesch & Company

NDOT Project Number: DPS-77(67)

NDOT Control Number: 22885

NDOT Project Description: 84th St Trail, Giles to Harrison, La Vista

Adopted this _____ day of _____, 20____ at _____ Nebraska.

The City Council of City of La Vista, Nebraska:

_____	_____
_____	_____
_____	_____

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed, and billed as adopted

Attest:

Signature City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 5, 2023 AGENDA

Subject:	Type:	Submitted By:
ADVERTISEMENT FOR BIDS – EXISTING CENTRAL PARK ACCESS ROAD RECONSTRUCTION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the advertisement of bids for grading, paving, storm sewer and traffic control device work within Central Park from the newly constructed Park View Boulevard access road to Edgewood Boulevard.

FISCAL IMPACT

The FY23/FY24 Biennial Budget provides funding for this project.

RECOMMENDATION

Approval.

BACKGROUND

As part of the redevelopment work continuing within City Centre and in Central Park, and in consultation with the Civic Center Park Master Plan, the existing Central Park access road reconstruction project will reconstruct the remaining asphalt segment of the Central Park access road and parking trays, as well include drainage improvements, grading and rough end plumbing for the Central Park shelter and bathroom, and a bid alternate for reconstruction of the tennis court parking lot.

Preparation of plans and specifications for this project have been completed by Thompson, Dreessen and Dorner (TD2). The Engineer's estimate for the proposed work, inclusive of the bid alternate, is \$775,000.00. The recommended schedule for bidding this work is:

Publish Notice to Contractors	September 13 th and 20 th , 2023
Open Bids	September 29th at 10:00 am City Hall
Council Award Contract	October 17, 2023

The Notice to Contractors will also be posted on the City's web site and at www.standardshare.com.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR GRADING, PAVING, STORM SEWER AND TRAFFIC CONTROL DEVICE WORK WITHIN CENTRAL PARK FROM THE NEWLY CONSTRUCTED PARK VIEW BOULEVARD ACCESS TO EDGEWOOD BOULEVARD.

WHEREAS, the Mayor and Council have determined that the grading, paving, storm sewer and traffic control device work within Central Park is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for this project; and

WHEREAS, the schedule for awarding this contract is as follows:

Publish Notice to Contractors	September 13, 2023 and September 20, 2022
Open Bids	September 29, 2023 at 10:00am at City Hall
City Council Award Contract	October 17, 2023

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska hereby authorize the advertisement for bids for grading, paving, storm sewer and traffic control device work within Central Park from the newly constructed Park View Boulevard access to Edgewood Boulevard.

PASSED AND APPROVED THIS 5TH DAY OF SEPTEMBER 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

NOTICE TO CONTRACTORS

City of La Vista
La Vista, Nebraska

CENTRAL PARK ACCESS ROAD RECONSTRUCTION - EDGEWOOD PROJECT NO. STRT 24-006

Sealed proposals will be received by Pamela Buehe, Clerk of said City, at the City of La Vista, City Hall, 8116 Parkview Boulevard, La Vista, NE 68128, until 10:00 AM on the 29th day of September, 2023 for the furnishing of all labor, materials, use of Contractor's equipment, plant and all else necessary to construct properly all of the improvements within the improvement of CENTRAL PARK ACCESS ROAD RECONSTRUCTION - EDGEWOOD. At such hour, or as soon as practicable thereafter, the City of La Vista will proceed to publicly open in the presence of all bidders and consider the bids received for the furnishing of such labor, materials, and equipment necessary for the proper construction of such improvements. The extent of the work consists of the construction or other effectuation of the items listed below and other related preparatory and subsidiary work from issuance of the Notice to Proceed:

Item	Description	Estimated Quantities	
<u>Base Bid</u>			
Demolition and Grading:			
1	Mobilization	1	L.S.
2	Traffic Control	1	L.S.
3	Stockpile and Redistribute Topsoil (875 C.Y. Moved Twice) Established Quantity	1750	C.Y.
4	Common Earthwork, In Place	330	C.Y.
5	Embankment Haul In, Compacted in Place	710	C.Y.
6	Building Pad Preparation	200	C.Y.
7	Subgrade Preparation	350	C.Y.
8	Remove and Dispose of Existing Brick Entrance Structure	1	L.S.
9	Remove and Dispose ACC Pavement	3385	S.Y.
10	Remove and Dispose PCC Pavement	135	S.Y.
11	Remove and Dispose of Existing Tree	3	EA.
12	Relocate Existing Power Pedestal	2	EA.
Infrastructure Installation:			
13	Construct 15" HDPE Storm Sewer w/Bedding, In Place	100	L.F.
14	Construct 18" HDPE Storm Sewer w/Bedding, In Place	125	L.F.
15	Construct Type III Curb Inlet, In Place	2	EA
16	Construct Type I Curb Inlet, In Place	2	EA
17	Tap Existing Storm Sewer Manhole	2	EA
18	Reconnect Water Line at Meter Pit	1	L.S.
19	Connect to and Extend Water Service to Restroom Building Location	20	L.F.
20	Locate Existing Sanitary Sewer Stub and Install Double Cleanout	1	L.S.
21	Construct 6" SDR 26 PVC Sanitary Sewer w/Bedding, In Place	10	L.F.
22	Construct 6" PCC Trail Pavement, In Place	300	S.Y.
23	Construct 5" PCC Sidewalk, In Place	305	S.Y.
24	Construct 8" PCC Pavement with Integral Curb, In Place	3495	S.Y.

25	Construct ADA Compliant Curb Ramp w/ Detectable Warning	6	EA.
26	Construct ADA Compliant Parking Stall, Ramp, and Signage	2	EA.
27	Construct Concrete Speed Hump with Striping and Signage, In Place	2	EA.
28	Paint 4" Wide White Pavement Marking Paint, In Place	615	L.F.
29	Install 24" Wide, White, Permanent Marking Tape, Grooved In Place	28	L.F.
30	Furnish and Install Stop Sign	1	EA.
31	Furnish and Install Park Signage	1	LS.
32	Drill and Grout 1"x18" Epoxy Coated Dowel Bars, In Place	24	EA.
33	Adjust Existing Utility Structure Rim to Proposed Grade	6	EA.
34	Pull Wire and Make Final Electrical Connection to Restroom Building Panel	1	LS.
35	Crushed Rock, Unstable Trench, If Necessary	100	TON
36	Geotextile Fabric, Unstable Trench, If Necessary	100	S.Y.

Erosion Control:

37	Install, Maintain and Remove Stabilized Construction Entrance	1	EA
38	Install, Maintain, and Remove Inlet Filters	4	EA.
39	Install and Maintain Fabric Silt Fence	1400	L.F.
40	Remove and Dispose Fabric Silt Fence	1400	L.F.
41	K-31 Fescue Permanent Seeding with Tensar S-75 Erosion Control Matting (Or Approved Equal), In Place	1.5	AC

Alternate Bid (Tennis Court Parking Lot Replacement)

42	Remove and Dispose ACC Pavement	865	S.Y.
43	Remove and Dispose Existing Concrete Curb Stop	17	EA.
44	Construct 5" PCC Sidewalk, In Place	205	S.Y.
45	Construct 8" PCC Pavement, No Curb, In Place	725	S.Y.
46	Construct ADA Compliant Parking Stall and Signage	1	EA.
47	Paint 4" Wide Stall Stripping	370	L.F.
48	Install Concrete Parking Bumper, In Place	16	EA.

All work called for in the drawings and specifications shall be furnished in strict accordance with the drawings and specifications prepared by Thompson, Dreessen & Dorner, Inc., Engineers for the City of La Vista, and now filed in the office of Thompson, Dreessen & Dorner, Inc., 10836 Old Mill Road, Omaha, NE 68154.

Each bid shall be accompanied in a SEPARATE SEALED ENVELOPE by a certified check or bid bond in an amount of not less than five percent of the amount bid and such certified check or bid bond shall be payable to the Treasurer of the City of La Vista, Nebraska as security that the bidder to whom the contract may be awarded will enter into a contract to build the improvement in accordance with this Notice to Contractors and will give a contract and maintenance bond in the amount of 100% of the contract price. No bidder may withdraw his proposal for a period of sixty (60) days after the date set for the opening of bids. The City of La Vista reserves the right to reject any or all bids and to waive informalities.

The City of La Vista, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidden that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

Drawings, Specifications and Contract Documents may be examined online at www.standardddigital.com. Search for the project name in the Plan Room found at www.standardddigital.com/the-plan-room Downloadable PDF files and hardcopy prints may be procured from StandardSHARE or the offices of Standard Digital Imaging: 4424 S. 108th St. / Omaha, NE 68137 / 402-592-1292. All costs associated with obtaining documents are the responsibility of the bidder and are non-refundable. Project documents may also be examined at the office of The City Clerk of the City of La Vista at City of La Vista City Hall, 8116 Park View Blvd., La Vista, NE 68128. In order to ensure bidders are aware of all issued documents pertaining to this opportunity – bids will only be accepted from those listed on the planholders list kept at the offices of Standard Digital Imaging / StandardSHARE.

The City of La Vista, Nebraska reserves the right to waive informalities and to reject all or any bids.

CITY OF LA VISTA, NEBRASKA

Douglas Kindig, Mayor

Pamela Buethe, Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 5, 2023 AGENDA**

Subject:	Type:	Submitted By:
INTERLOCAL COOPERATION AGREEMENT – TRANSFER OPIOID SETTLEMENT TO SARPY COUNTY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

SYNOPSIS

A resolution has been prepared to approve an Interlocal Cooperation Agreement with Sarpy County to transfer the City's current and future opioid settlement proceeds to Sarpy County.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

In 2021 and 2022, a nationwide settlement was reached to resolve opioid litigation against the pharmaceutical distributors, manufacturers, and three pharmacy chains. The settlement reached included payments to local political subdivisions in various amounts over 18 years. The amounts La Vista is expected to receive range from \$4,611 to \$24,580.

The settlements include substantial restrictions on the use of the payments and the money received must be used for abatement of the opioid epidemic. The City has reviewed the restrictions and has found that Sarpy County is better equipped to provide the additional services outlined in the settlement. The county resources would also be of benefit to the citizens of La Vista.

Under this Agreement, the city is not obligated to pay any amounts other than the money received from the opioid Settlement.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SARPY COUNTY TO TRANSFER THE CITY'S CURRENT AND FUTURE OPIOID SETTLEMENT PROCEEDS.

WHEREAS, the parties are political subdivisions, duly created and validly existing under the laws of the State of Nebraska; and

WHEREAS, in order to promote the health, safety, and welfare of the residents of the parties to this Agreement and pursuant to the authority granted to the parties per the Interlocal Cooperation Act, Section 13-801, *et. seq.*, Sarpy County and the City are authorized to enter into this Agreement with each other so as to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such political subdivisions; and

WHEREAS, the City and County each has received, and expects to continue to receive, moneys from various class action opioid lawsuit settlements; and

WHEREAS, given amounts the City and County each expects to receive every year from the Settlements, the Parties wish for the City to transfer to the County moneys received by the City under the Settlements ("City Settlement Receipts"), for the County to combine with moneys received by the County under the Settlements ("City Settlement Receipts"), and more efficiently pool such resources to serve the goals of the Settlements within the City and County.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the interlocal cooperation agreement with Sarpy County and the City of La Vista to transfer future opioid settlement proceeds is hereby approved in form and content submitted with this resolution, subject to any additions, subtractions, or changes as the City Administrator or any designee of the City Administrator determines necessary or appropriate in consultation with the City Attorney, and that the Mayor is hereby authorized to execute said agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 5TH DAY OF SEPTEMBER 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made as of the dates indicated at the signatures below by and between City of La Vista, Nebraska (hereinafter “City”), and Sarpy County, Nebraska (hereinafter “County”). Collectively, City and County are hereinafter sometimes referred to as the “Parties”.

PRELIMINARY STATEMENT

WHEREAS, the Parties are political subdivisions, duly created and validly existing under the laws of the State of Nebraska; and,

WHEREAS, in order to promote the health, safety, and welfare of the residents of the parties to this Agreement and pursuant to the authority granted to the parties per the Interlocal Cooperation Act, Section 13-801, *et. seq.*, Sarpy County and City are authorized to enter into this Agreement with each other so as to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such political subdivisions; and,

WHEREAS, the City and County each has received, and expects to continue to receive, moneys from various class action opioid lawsuit settlements, including but not limited to those settlements involving Johnson & Johnson, Janssen Pharmaceuticals, Inc., McKesson Corporation, Cardinal Health, Inc., Amerisource Bergan Corporation, Allergan, CVS, Teva, Walgreens, and Walmart (collectively referred to as “the Settlements”); and,

WHEREAS, given amounts the City and County each expects to receive every year from the Settlements, the Parties wish for the City to transfer to the County moneys received by the City under the Settlements (“City Settlement Receipts”), for the County to combine with moneys received by the County under the Settlements (“County Settlement Receipts”) and more efficiently pool such resources to serve the goals of the Settlements within the City and County.

NOW, THEREFORE, in consideration of the covenants herein set forth, the County and City do hereby agree and contract with each other as follows:

1. **Transfer of funds.** Within a reasonable time after receiving any City Settlement Receipts, the City shall transfer the said money to the County, and the County shall combine such money with any County Settlement Receipts to serve the goals of the Settlements within the City and County as provided in this Agreement. The County shall not provide any consideration to the City for such City Settlement Receipts, other than to use such money to carry out the duties set forth in this Agreement. Such money from the City pursuant to this Agreement shall be addressed and sent to the County through the following representative:

Sarpy County, Nebraska
Attention: _____
1210 Golden Gate Drive
Room # _____
La Vista, NE 68046

2. Variability of funds. The Parties acknowledge that there are no expectations nor promises regarding the amount of any money that the City or County may receive under the Settlements and be transferred and combined for joint use under this Agreement, as such amounts received by the City or County may vary.
3. Use of funds. The County shall combine with County funds and use the money transferred to it by the City under this Agreement only for the uses authorized for such money pursuant to the terms of the Settlements under which the money was made available. Specifically, City Settlement Receipts shall be combined and used with County Settlement Receipts to pay salary and benefits of a new Mental Health Co-Responder Clinician, who the County will hire and employ, and who will respond with fire, rescue or law enforcement personnel to calls for service within the City or County. County shall pay any costs connected with the Mental Health Co-Responder Clinician in excess of City Settlement Receipts and County Settlement Receipts. If County proposes to use City Settlement Receipts for any other purpose, County must give the City at least 30 days advance notice of the change pursuant to Section 16 below.
4. Records. The City shall maintain records of all City Settlement Receipts received and transferred to the County under this Agreement, including the date, amount, and specific source of the money received. The County shall maintain records of all City Settlement Receipts received from the City under this Agreement, including the date received, amount, and specific use made of the money so received. Each Party shall produce to the other Party any such records upon written request. Each Party shall have the right to audit and review such records at any time to assure that such records are accurate.
5. Term. This Agreement shall commence upon each Party's signature below, and continue until terminated by either Party. Either Party may terminate this Agreement by providing written notice to the other Party at least one (1) month prior to the proposed termination date. The Agreement may also be terminated at any time by the written consent of both Parties.
6. Nondiscrimination Clause. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. 48-1122, each party agrees that it and any of its subcontractors or agents shall not discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.
7. Drug Free Policy. Each Party hereto represents and warrants to the other that it has established and maintains a drug free workplace policy.

8. Choice of Law. This Agreement shall be governed in all respects by the laws of the State of Nebraska and the jurisdiction and venue for any litigation with respect hereto shall be in the courts of Sarpy County, Nebraska.
9. Entire Agreement. This instrument contains the entire agreement of the Parties and shall be binding upon the successors and assigns of the respective Parties. No amendments, deletions or additions shall be made to this Agreement except in a written amendment signed by all parties. Nebraska law shall govern the terms and performances under this Agreement.
10. Severability. In the event any portion of this Agreement may be held invalid or unenforceable for any reason, it is agreed that any invalidity or unenforceability shall not affect the remainder of this Agreement and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of this Agreement so as to render it valid and enforceable.
11. New Employee Work Eligibility Status. The Parties agree to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
12. Conflict of Interest. The Parties warrant to each other that they have not employed nor retained any company or person, other than a bona fide employee working solely for the Parties to this Agreement to solicit or secure this contract, and that they have not paid or agreed to pay any company or person other than a bona fide employee working solely for the parties, any fee, commissions, percentage, brokerage fees, gifts or other consideration, contingent upon or resulting from the award or making of this contract.
13. Representations. Each Party hereto represents and warrants to the other that (i) it has all necessary right, power and authority to enter into this Agreement, and (ii) the execution and delivery of this Agreement and the performance and observance of all obligations and conditions to be performed or observed by such party have been duly authorized by all necessary action on behalf of such Party.
14. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one Agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.
15. Indemnification Each Party ("Indemnifying Party") agrees to release, defend, indemnify

and hold harmless each other Party “(Indemnified Party”) and said Indemnified Party’s officers, officials, employees and agents, and each of them, from and against all liabilities, claims, costs and expenses whatsoever arising out of or resulting from the negligent acts or omissions of the Indemnifying Party or of the officers, officials, employees, agents or contractors of the Indemnifying Party, related to or arising out of the terms and requirements of this Agreement.

16. Notice. Notice to a Party under this Agreement shall be deemed sufficient if in writing and if mailed or delivered to:

To the City:

City of La Vista
City Administrator
8116 Parkview Blvd.
La Vista, NE 68046

To the County:

Sarpy County, Nebraska
Attention: _____
1210 Golden Gate Drive
Room # _____
Papillion, NE 68046

17. Interlocal Cooperation Act Provisions. There shall be no separate legal or administrative entity created to administer this Agreement and, therefore, no separate budget established for such an entity. To the extent this Agreement requires administration other than as set forth herein, it shall be administered by the undersigned representatives of the Parties, or any designee of any such undersigned representative, acting as a joint board. This Agreement does not authorize the levying or collecting of any tax. Each Party shall be responsible for establishing and maintaining its own budget, for financing its own duties, and for acquiring, holding and disposing of its own property, except as specifically provided by this Agreement. No real or personal property shall be acquired jointly by the Parties to perform the conditions of this Agreement unless such acquisition is specifically agreed to in writing by all Parties, which writing shall specify the method for disposing of such joint property upon partial or complete termination. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, it shall do so in the same manner that it deals with other property of such Party.
18. Recitals Incorporated. Recitals set forth in the PRELIMINARY STATEMENT above are incorporated into this Agreement by reference.

IN WITNESS WHEREOF, we, the contracting Parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year the last party signs below. Executed on the dates indicated with the signatures below.

[Signatures on Following Pages]

Executed by the County of Sarpy, Nebraska, this ____ day of _____, 2023.

COUNTY OF SARPY, NEBRASKA,

By: _____
Chairman, Sarpy County Board of Commissioners

ATTEST:

County Clerk

Executed by City of La Vista, Nebraska, this ____ day of _____, 2023.

CITY OF LA VISTA, NEBRASKA,

By: _____
Mayor of La Vista

ATTEST:

City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 5, 2023 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – AUDIO/VIDEO/LIGHTING/POWER EQUIPMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	HEATHER BULLER RECREATION DIRECTOR

SYNOPSIS

A resolution has been prepared to authorize the purchase of technical equipment and supplies including audio, video, lighting and power systems from Technical Media Services (TMS), Omaha, NE in an amount not to exceed \$87,159.02.

FISCAL IMPACT

The FY23/FY24 Biennial Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval.

BACKGROUND

The Recreation Department FY23 Capital Outlay budget included funding for a variety of technical equipment and supplies including a mobile stage as well as audio, lighting, video and power systems. The mobile stage purchase was approved by Council in July.

The equipment currently being proposed for purchase will be an amenity for the new stage and can also be used independently at a variety of City events in various locations. Currently this equipment is being rented as needed from outside vendors on multiple occasions throughout the year.

Examples of existing uses for the stage and equipment would be the City's live music events, outdoor movies, youth programming and entertainment, Recreation Department programs and activities, and for a variety of Salute to Summer activities such as judge's stage, award's stage, etc. Additionally, with the upcoming opening of The Astro, it is anticipated there will be an increase in events and activities in and around The Link, Central Park and in collaboration with the City Centre development.

This equipment will enhance the efficiency of our events logistics and can be easily operated by current staff. TMS is the local company that has provided all of the City's audio and video equipment for multiple facilities including conference room upgrades, Council Chambers and the annex upgrade. They are our service provider for technical assistance and repairs as well.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF TECHNICAL EQUIPMENT AND SUPPLIES INCLUDING AUDIO, VIDEO, LIGHTING AND POWER SYSTEMS FROM TECHNICAL MEDIA SERVICES, OMAHA, NE IN AN AMOUNT NOT TO EXCEED \$87,159.02.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of technical equipment and supplies is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the proposed purchase, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the purchase of a technical equipment and supplies including audio, video, lighting and power systems from Technical Media Services, Omaha, NE in an amount not to exceed \$87,159.02.

PASSED AND APPROVED THIS 5TH DAY OF SEPTEMBER 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



o 402.592.5522
 f 402.592.0094
 e tms@tmsomaha.com
 @ tmsomaha
 a 7510 Burlington St.
 Omaha, NE 68127

QUOTE:
 DATE:
 PREPARED BY:

7180-1
 8/20/2023
 Paul Jonas

TO:

City Of La Va Vista

Attn: Brian Allen

8116 Park View Blvd

La Vista, Nebraska 68128-2198 USA

Phone: (402) 593-6402

Email: ballen@cityoflavista.org

NOTES:

[QUOTE VALID FOR 30 DAYS](#)

PAYMENT TERMS

NET 30

SHIPPING TERMS

N/A

OUTDOOR AMPHITHEATER AV II BASE SYSTEM

QTY | ITEM / DESCRIPTION

2	dB Technologies INGENIA IG4T Speaker- Line Array Powered 2 Way DSP LF (4) 6.5" HF (1) 1.4" 900 Watt RMS Black	INGENIA IG4T
2	dB Technologies SUB 915 Speaker- Sub Powered LF (1) 15" 900 Watt RMS RDNet Black	SUB 915
4	dB Technologies FMX12 Speaker- Floor Monitor Powered 2 Way Coax LF (1) 12" HF (1) 1" 800 Watt RMS Black	FMX12
2	dB Technologies DS 2 Rigging- Pole Mount Adjustable M20 Thread On One End	DS 2
1	Soundcraft Si Impact Console- Sound Digital 32 Channel 24 Faders 16 Outs	5056170
1	Soundcraft Mini Stagebox 32i US Stagebox- Digital 32 Inputs 12 Outs 3 Space	5074418
1	Grundorf T8-MSOCSIIMPACT Case- Console For SoundCraft Impact W / Dog House	T8-MSOCSIIMPACT
1	Grundorf T4-AR0416 Rack- Amp 4 space 1/4" Wall 16" deep Black	T4-AR0416
1	ProCo DURASHIELD-100NBNB-R Cable- CAT6 EtherCon Male To EtherCon Male DURASHIELD Shielded cable 100' With Reel	DURASHIELD-100NBNB-R
2	Rapco 6293-HOGM-50-I-CS-XXR-BN Cable- Mic XLR Male To XLR Female Imprint Shrink Clear Shrink Brown Ring 50'	6293-HOGM-50-I-CS-XXR-BN

2 [Rapco 6293-HOGM-75-I-CS-XXR-RD](#)

6293-HOGM-75-I-CS-XXR-RD

Cable- Mic XLR Male To XLR Female Imprint Shrink Clear Shrink Red Ring 75'

MICS, STANDS & CABLES

QTY	ITEM / DESCRIPTION	
6	Audio Technica ATM510 Mic- Vocal; Handheld; Dynamic; Cardioid	ATM510
1	AKG D112 MKII Mic- Instrument Dynamic Cardioid Kick Drum Mic	D112 MKII
3	AKG C430 Mic- Instrument Condenser Cardioid	C430
6	Shure SM57-LC Mic- Instrument Dynamic Cardioid Less Cable	SM57-LC
2	Whirlwind Director Direct Box- Passive Two 1/4" In / Out XLR Mic Out Ground Lift	DIR
2	Whirlwind L06 Cable- Instrument 1/4" Male TS to 1/4" Male TS 6'	L06
1	Whirlwind podDI Direct Box- Stereo In Female RCA Mono Out XLR w / Volume Control	podDI
1	Hosa CMM-103 Cable- Patch Male 1/8" TRS to Male 1/8" TRS 3'	CMM-103
1	Hosa CRA-201 Cable- Patch Male RCA To Male RCA 3'	CRA-201
6	Rapco 6293-HOGM-5-I-CS-XXR-WT Cable- Mic XLR Male To XLR Female Imprint Shrink Clear Shrink White Ring 5'	6293-HOGM-5-I-CS-XXR-WT
6	Rapco 6293-HOGM-10-I-CS-XXR-BL Cable- Mic XLR Male To XLR Female Imprint Shrink Clear Shrink Ring 10'	6293-HOGM-10-I-CS-XXR-BL
6	Rapco 6293-HOGM-15-I-CS-XXR-YL Cable- Mic XLR Male To XLR Female Imprint Shrink Clear Shrink Yellow Ring 15'	6293-HOGM-15-I-CS-XXR-YL
10	Rapco 6293-HOGM-25-I-CS-XXR-BK Cable- Mic XLR Male To XLR Female Imprint Shrink Clear Shrink Black Ring 25'	6293-HOGM-25-I-CS-XXR-BK
2	Rapco 6293-HOGM-50-I-CS-XXR-BN Cable- Mic XLR Male To XLR Female Imprint Shrink Clear Shrink Brown Ring 50'	6293-HOGM-50-I-CS-XXR-BN
4	Rapco EC11-50 Cable- Hybrid Cable Assembly; (M-F XLR); Power IEC SO-12/3; 50'	EC11-50
2	Rapco EC12-50 Cable- Hybrid Cable Assembly; (M-F XLR); PowerCon 12/3; 50'	EC12-50

2 [Rapco EC12-75](#)
Cable- Hybrid Cable Assembly; (M-F XLR); PowerCon 12/3; 75'

6 [K&M 26010.500.55](#) 260/1
Stand- Mic Round Base 9.8" Tall 34. 25" To 62" Black

8 [K&M 21140.500.55](#) 21140
Stand- Boom Arm 2 Piece Telescoping 425mm To 725mm Black

4 [K&M 23323.500.55](#) 23323
Stand- Mic Round Base 9.8" Short 13.75" To 22.5" Black

3 [K&M 21080.500.55](#) 210/8B
Stand- Mic Tripod With 2 Piece Boom Arm 35" - 63"; Black

1 [TMS Installation](#) LBR-INST
Labor- Project Installation

PROJECT SUMMARY

Equipment & Labor Total \$24,665.55

Tax \$0.00

TOTAL \$24,665.55

*

*****ORDERS OVER \$500.00 WILL INCUR A 3% PROCESSING FEE IF PAYING BY CREDIT CARD*****

SALES TAX: The Buyer agrees to pay the Seller any taxes or additional costs arising from any federal, state, or local tax laws. The sales tax (if any) that is applied to this quote is an estimate and be can changed at invoicing according to the governing body(s) in which the job site resides OR where the Buyer takes possession of the equipment purchased. The sales tax on this quote may be removed if proper documentation is received by TMS, Inc.

Signature Approval:

Print Name _____

Authorized Signature _____

Date _____

PRODUCT DETAILS



dB Technologies INGENIA IG4T

Speaker- Line Array Powered 2 Way DSP LF (4) 6.5" HF (1) 1.4" 900 Watt RMS Black

The INGENIA IG4 T is equipped with 4 premium 6.5 low frequency transducers and 1 1.4" compression driver. All models of the series are designed to work individually, but they can also be coupled by simply turning one speaker upside down and placing it upon the other one. Thanks to infrared technology, INGENIA detects the presence of a second speaker, and an onboard-configuration wizard automatically sets up the system in order to ensure the best coverage and acoustic coherence. INGENIA's horn design is horizontally symmetric and vertically asymmetric: this way, horizontal dispersion is wide and constant while vertical dispersion is narrow in the upper part and wider in the lower part.



dB Technologies SUB 915

Speaker- Sub Powered LF (1) 15" 900 Watt RMS RDNet Black

Complete control of low-end power in order to convey a deep, full-bodied sound in every kind of applications. Equipped with high-performance components housed into a bass reflex design, dBTechnologies' SUB 900 are ready for full remote control via RDNet and software Aurora net (available for Windows and Mac). A 900 W RMS Class D Digipro G3 power amplifier ensures advanced efficiency as well as forcible sound pressure levels.



dB Technologies FMX12

Speaker- Floor Monitor Powered 2 Way Coax LF (1) 12" HF (1) 1" 800 Watt RMS Black

MX is an active 2-way coaxial stage monitor series encompassing 3 models (10, 12 and 15") equipped with 400 RMS (for FMX 10) or 600 RMS (for FMX 12 and 15) Class D amplifiers. The wedge's coaxial acoustic design, together with its custom horn design and its advanced DSP featuring linear phase FIR filters, provides an even, highly-intelligible sound. In fact, FMX's horn design allows a very precise dispersion pattern (60° horizontal and 90° vertical) which can be easily reversed (90° horizontal and 60° vertical) by rotating the horn, adapting the wedge to the habits of the user.



dB Technologies DS 2

Rigging- Pole Mount Adjustable M20 Thread On One End

Pole Mount 35mm, adjustable, M20 thread. It can be used on all DVA subwoofers (S1521N, S2585N, S1518N, S30N, S10DP, S09DP, S08DP, KS10, KS20), DVA T8, DVA K5, SUBS D, SUBS H, ARENA SW15 and ARENA SW18. It allows the installation of any loudspeakers provided with a 35 mm hole above on any subwoofer with a M20 flange.



Soundcraft Si Impact

Console- Sound Digital 32 Channel 24 Faders 16 Outs

Drawing on over 40 years experience in live sound mixing, Si Impact brings the latest digital mix innovations together with the unrivalled sound quality of Soundcraft. Designed to be as simple as an analog mixer, but offer radical workflow enhancements such as the unique FaderGlow system, massive DSP power, and a pristine 32-in/32-out USB audio interface, Si Impact delivers digital live sound mixing and recording for those who refuse to compromise on audio quality.



Soundcraft Mini Stagebox 32i US

Stagebox- Digital 32 Inputs 12 Outs 3 Space

Soundcraft Mini Stagebox 32i and 16i combine high-quality components with a streamlined design, making it easy to add multiple channels of remote-controlled I/O to your Si-series mixing console. The Studer-designed mic preamps provide exceptional sound quality, while the compact form factor offers easy transport and fast

PRODUCT DETAILS

configuration. Ideal for live engineers, houses of worship, bands, club owners and corporate installations, Soundcraft Mini Stageboxes allow you to replace heavy, expensive analog snakes with a single RJ45 Cat5 style Ethernet cable.



Grundorf T8-MSOCSIIMPACT

Case- Console For SoundCraft Impact W / Dog House

This Grundorf Tour 8 Series $\frac{3}{8}$ " ATA Mixer case is constructed with $\frac{3}{8}$ " multi-layer plywood with a durable ABS laminate finish. The edges are finished with double edged aluminum extrusion. The lid-to-body seal is made with an interlocking aluminum tongue and groove valance system to provide a tight seal. We use 9 rivet point recessed handles and 10 rivet point recessed catches to provide the strength needed for years of wear-and-tear. The handles and catches all use a steel washer backed rivet system for greater durability.



Grundorf T4-AR0416

Rack- Amp 4 space 1/4" Wall 16" deep Black

Rack up your gear in Grundorf Tour 4™ Series Amp Racks. Super solid construction and unmatched Grundorf quality make these racks invaluable for any set up. Amp racks are sturdy cases designed to carry and protect your heavy amplifiers. They are rugged, strong, and built to take the rigors of the road! Tour 4™ Series Amp Racks are available in two depths: 16" body depth with 15.06" rackable depth, or 18" body depth with 16.94" rackable depth.



ProCo DURASHIELD-100NBNB-R

Cable- CAT6 EtherCon Male To EtherCon Male DURASHIELD Shielded cable 100' With Reel

ProCo DuraShield cable gives you true Cat6A specification within a double shielded cable. Designed for all data applications, not just audio transmission. Longer lengths are available on a super-convenient reel that truly expedites the installation and load out process. ProCo DuraShield Cat6A cable has superior flexibility for easy routing and repeated bending, yet it is constructed of heavy-duty industrial/tactical wire made right here in the USA, with Black Neutrik EtherCon connectors each end.



Rapco 6293-HOGM-75-I-CS-XXR-RD

Cable- Mic XLR Male To XLR Female Imprint Shrink Clear Shrink Red Ring 75'

Roadhog microphone cables from RapcoHorizon are "Road Ready and Tour Tough". This unique design of microphone cable provides a lifetime of performance for the musician that uses their gear night after night. Utilizing the best pure copper conductors and shielding materials for a quality sound and encasing that sound in an extra thick rugged PVC skin for guaranteed durability without sacrificing flexibility. Common lengths (in feet): 1, 2, 3, 6, 10, 15, 20, 25, 30, 50, 75, 100. Other lengths available upon request.



Audio Technica ATM510

Mic- Vocal; Handheld; Dynamic; Cardioid

This cardioid dynamic step-up is built to survive the realities of day-to-day use and still produce clear, full-range vocal reproduction every time. Its superior internal shock mounting reduces handling noise. The microphone's cardioid polar pattern reduces pickup of sounds from the sides and rear, improving isolation of the desired sound source.



AKG D112 MKII

Mic- Instrument Dynamic Cardioid Kick Drum Mic

The D112 MkII can handle more than 160 dB SPL without distortion. Its large diaphragm has a very low resonance frequency that delivers a solid and powerful response below 100 Hz. Its authoritative low end is complemented by a narrow-band presence boost at 4 kHz that punches through even dense mixes and loud stage volumes with forceful impact. One of the many reasons artists and sound engineers love the D112 MkII is that it requires no additional EQ to sound just right as soon as you bring up the fader. Further refining its performance, the D112 MkII features an integrated hum-compensation coil that keeps noise to an absolute minimum.

PRODUCT DETAILS



[AKG C430](#)

[Mic- Instrument Condenser Cardioid](#)

The C430 professional condenser microphone is specifically designed for cymbal and overhead miking. The frequency response of the C430 ensures a uniquely crisp sound which often reduces the need for external EQs. With its extremely compact external dimensions, the C430 microphone will keep a low profile in any application without compromising audio quality.



[Shure SM57-LC](#)

[Mic- Instrument Dynamic Cardioid Less Cable](#)

An industry standard for performance and recording, the versatile and rugged SM57 is an exceptional instrument microphone and vocal microphone. Handheld or mountable microphone for guitars, vocals, and other instruments in live sound and recording applications. Dynamic cartridge with cardioid polar pattern. Includes SM57, microphone clip, storage bag, and user guide.



[Whirlwind Director](#)

[Direct Box- Passive Two 1/4" In / Out XLR Mic Out Ground Lift](#)

Features include: 1/4" parallel wired in/out jacks. Ground Lift switch to help eliminate hum and buzz. 30dB pad switch for selecting between line/instrument or speaker level input signals. Switchable high cut filter to eliminate amplifier noise. Uses Whirlwind's TRHL-M transformer with metal shield. Impedance Ratio (input to output): 133:1 Frequency Response: 20Hz-20kHz ± 1 dB. Level Change (input to output): -20dB (pad out), -50dB (pad in).



[Whirlwind L06](#)

[Cable- Instrument 1/4" Male TS to 1/4" Male TS 6'](#)

Premium, rugged, and practically indestructable, the Leader plug's patented cable grip absorbs any typical straining in the field. And its flexible boot extension has virtually eliminated breakage at the cable exit. Combined with Accusonic+1 cable, the Leader is the highest quality instrument cable manufactured today. .



[Whirlwind podDI](#)

[Direct Box- Stereo In Female RCA Mono Out XLR w / Volume Control](#)

A variable attenuator on each input allows level matching between left and right inputs. This makes the podDI a passive mixer in split track audio applications, balancing the voice track and the music track levels in the summed mono output. Signal is input via 3.5mm (1/8") stereo TRS jack or color coded RCA phono jacks. An unused input can be used as a "loop through". Output is via a balanced male XLR jack. Features a ground lift switch to help eliminate hum and buzz. The podDI can also be used as a high quality single input.



[Hosa CMM-103](#)

[Cable- Patch Male 1/8" TRS to Male 1/8" TRS 3'](#)

This cable is designed to interconnect mobile devices with mini stereo phone jacks. It is ideal for use with portable media players, laptops, and similar devices. Features include:

- Nickel-plated plugs for rugged durability and efficient signal transfer
- Oxygen-Free Copper (OFC) conductors for enhanced signal clarity
- OFC spiral shield for effective EMI and RFI rejection and flexibility



[Hosa CRA-201](#)

[Cable- Patch Male RCA To Male RCA 3'](#)

This cable is designed to interconnect gear with stereo phono jacks. It is ideal for interconnecting consumer audio

PRODUCT DETAILS

components. Features include:

- Nickel-plated plugs for rugged durability and efficient signal transfer
- Oxygen-Free Copper (OFC) conductors for enhanced signal clarity
- OFC spiral shields for effective EMI and RFI rejection and flexibility



Rapco 6293-HOGM-5-I-CS-XXR-WT

Cable- Mic XLR Male To XLR Female Imprint Shrink Clear Shrink White Ring 5'

Roadhog microphone cables from RapcoHorizon are "Road Ready and Tour Tough". This unique design of microphone cable provides a lifetime of performance for the musician that uses their gear night after night. Utilizing the best pure copper conductors and shielding materials for a quality sound and encasing that sound in an extra thick rugged PVC skin for guaranteed durability without sacrificing flexibility. Common lengths (in feet): 1, 2, 3, 6, 10, 15, 20, 25, 30, 50, 75, 100. Other lengths available upon request.



Rapco 6293-HOGM-10-I-CS-XXR-BL

Cable- Mic XLR Male To XLR Female Imprint Shrink Clear Shrink Ring 10'

Roadhog microphone cables from RapcoHorizon are "Road Ready and Tour Tough". This unique design of microphone cable provides a lifetime of performance for the musician that uses their gear night after night. Utilizing the best pure copper conductors and shielding materials for a quality sound and encasing that sound in an extra thick rugged PVC skin for guaranteed durability without sacrificing flexibility. Common lengths (in feet): 1, 2, 3, 6, 10, 15, 20, 25, 30, 50, 75, 100. Other lengths available upon request.



Rapco 6293-HOGM-15-I-CS-XXR-YL

Cable- Mic XLR Male To XLR Female Imprint Shrink Clear Shrink Yellow Ring 15'

Roadhog microphone cables from RapcoHorizon are "Road Ready and Tour Tough". This unique design of microphone cable provides a lifetime of performance for the musician that uses their gear night after night. Utilizing the best pure copper conductors and shielding materials for a quality sound and encasing that sound in an extra thick rugged PVC skin for guaranteed durability without sacrificing flexibility. Common lengths (in feet): 1, 2, 3, 6, 10, 15, 20, 25, 30, 50, 75, 100. Other lengths available upon request.



Rapco 6293-HOGM-25-I-CS-XXR-BK

Cable- Mic XLR Male To XLR Female Imprint Shrink Clear Shrink Black Ring 25'

Roadhog microphone cables from RapcoHorizon are "Road Ready and Tour Tough". This unique design of microphone cable provides a lifetime of performance for the musician that uses their gear night after night. Utilizing the best pure copper conductors and shielding materials for a quality sound and encasing that sound in an extra thick rugged PVC skin for guaranteed durability without sacrificing flexibility. Common lengths (in feet): 1, 2, 3, 6, 10, 15, 20, 25, 30, 50, 75, 100. Other lengths available upon request.



Rapco 6293-HOGM-50-I-CS-XXR-BN

Cable- Mic XLR Male To XLR Female Imprint Shrink Clear Shrink Brown Ring 50'

Roadhog microphone cables from RapcoHorizon are "Road Ready and Tour Tough". This unique design of microphone cable provides a lifetime of performance for the musician that uses their gear night after night. Utilizing the best pure copper conductors and shielding materials for a quality sound and encasing that sound in an extra thick rugged PVC skin for guaranteed durability without sacrificing flexibility. Common lengths (in feet): 1, 2, 3, 6, 10, 15, 20, 25, 30, 50, 75, 100. Other lengths available upon request.



Rapco EC11-50

Cable- Hybrid Cable Assembly: (M-F XLR); Power IEC SO-12/3; 50'

Combine balanced audio and AC power in a single easy-to-handle cable assembly. Rugged, yet flexible, composite cable for fast set-ups and tear-downs without adding "clutter" to an already busy stage. Shielded AC and double-shielded audio lines totally eliminate all hum and buzz problems under 100 kHz. PowerCon (Blue) to PowerCon (Grey) with (1) Channel of AES/EBU Audio XLR - XLRM.

PRODUCT DETAILS



Rapco EC12-50

Cable- Hybrid Cable Assembly: (M-F XLR); PowerCon 12/3; 50'

Combine balanced audio and AC power in a single easy-to-handle cable assembly. Rugged, yet flexible, composite cable for fast set-ups and tear-downs **without adding "clutter" to an already busy stage.**

Shielded AC and double-shielded audio lines totally eliminate all hum and buzz problems under 100 kHz.

PowerCon (Blue) to PowerCon (Grey) with (1) Channel of AES/EBU Audio XLRF - XLRM.



Rapco EC12-75

Cable- Hybrid Cable Assembly: (M-F XLR); PowerCon 12/3; 75'

Combine balanced audio and AC power in a single easy-to-handle cable assembly. Rugged, yet flexible, composite cable for fast set-ups and tear-downs **without adding "clutter" to an already busy stage.**

Shielded AC and double-shielded audio lines totally eliminate all hum and buzz problems under 100 kHz.

PowerCon (Blue) to PowerCon (Grey) with (1) Channel of AES/EBU Audio XLRF - XLRM.



K&M 26010.500.55

Stand- Mic Round Base 9.8" Tall 34.25" To 62" Black

Cast-iron round base, with anti-vibration rubber insert for noise filtration. Rod combination: 2-piece folding design.

Special features: anti-vibration rubber insert for noise filtration



K&M 21140.500.55

Stand- Boom Arm 2 Piece Telescoping 425mm To 725mm Black

Two-piece telescopic boom arm with 3/8" thread. Complete with locking washer and plastic grip. Smooth, silent and scratch-free adjustment thanks to large wing nut.



K&M 23323.500.55

Stand- Mic Round Base 9.8" Short 13.75" To 22.5" Black

Medium high stand with a heavy cast iron base for maximum stability. Well suited for microphoning amps, percussion, and string instruments etc. The circular rubber insert ring filters foot step sounds and reduces the transmission of unwanted sounds. Sleek adjustable clutch for easy height adjustment.



K&M 21080.500.55

Stand- Mic Tripod With 2 Piece Boom Arm 35" - 63"; Black

Consists of a tubing assembly and an adjustable boom arm. Zinc die cast base with folding legs. Square swivel joint with large wing nut.



o 402.592.5522
f 402.592.0094
e tms@tmsomaha.com
@ tmsomaha
a 7510 Burlington St.
Omaha, NE 68127

QUOTE:
DATE:
PREPARED BY:

7187-3
8/25/2023
Paul Jonas

TO:**City Of La Va Vista**Attn: **Brian Allen**

8116 Park View Blvd

La Vista, Nebraska 68128-2198 USA

Phone: (402) 593-6402

Email: ballen@cityoflavista.org

NOTES:[QUOTE VALID FOR 30 DAYS](#)

PAYMENT TERMS

NET 30

SHIPPING TERMS

N/A**OUTDOOR AMPHITHEATER -VIDEO II**

QTY | ITEM / DESCRIPTION

1	Digital Projection E-Vision Laser 15000 WU Projector- Video 15,000 Aspect Ratio 16:10	120-995
1	Digital Projection 112-501 Lens- Projector 1.73 - 2.27 : 1 Zoom	112-501
1	TechLogix Networx, LLC MOFO-HD20-30 Cable- HDMI Over Fiber Male HDMI To Male HDMI Plenum 30m (100')	MOFO-HD20-30
1	Tascam BD-MP1 Blue Ray Player- DVD HDMI Out; 7.1Ch. Audio Out 1Space	BD-MP1
1	TMS General Hardware Parts/Components- Additional and/ Replacement Components	TMS-HW-GEN
1	TMS Installation Labor- Project Installation	LBR-INST

Equipment & Labor \$25,842.00

PROJECT SUMMARY

Equipment & Labor Total	\$25,842.00
Tax	\$0.00
TOTAL	\$25,842.00
*	

ORDERS OVER \$500.00 WILL INCUR A 3% PROCESSING FEE IF PAYING BY CREDIT CARD

SALES TAX: The Buyer agrees to pay the Seller any taxes or additional costs arising from any federal, state, or local tax laws. The sales tax (if any) that is applied to this quote is an estimate and be can changed at invoicing according to the governing body(s) in which the job site resides OR where the Buyer takes possession of the equipment purchased. The sales tax on this quote may be removed if proper documentation is received by TMS, Inc.

Signature Approval:

Print Name

Authorized Signature

Date

PRODUCT DETAILS



Digital Projection E-Vision Laser 15000 WU

Projector- Video 15,000 Aspect Ratio 16:10

The E-Vision range of single-chip DLP projectors has taken another huge leap forward in brightness with the introduction of the 15,000 Lumen E-Vision 15000. Like other recent additions to the E-Vision range, the E-Vision 15000 employs Colorboost + Red Laser Technology. Already renowned for being a robust, reliable workhorse, the latest generation of this compact, lamp-free projector utilises Colorboost+Red technology to create the most realistic and beautifully saturated colours ever seen from any high-brightness 1-Chip DLP Projector. With new intelligent processing, colour performance of the E-Vision Laser 15000 is ever closer to that of a 3-Chip DLP projector.



Digital Projection 112-501

Lens- Projector 1.73 - 2.27 : 1 Zoom



TechLogix Networkx, LLC MOFO-HD20-30

Cable- HDMI Over Fiber Male HDMI To Male HDMI Plenum 30m (100')

Forget clunky extenders and bandwidth-limited copper cable. The MOFO PT Series combines fiber-based cabling with traditional table inserts and wallplates, delivering cleaner installations, fewer failure points and better bandwidth. Simply pull, plug and play. No power required

- Options for HDMI & USB
- True fiber cable core using TechLogix's MOFO technology
- Fiber supports re-termination, repair & re-purposing in the field using standard fiber tools & connectors
- Female source connector mounts to stock or custom plates
- Male destination connector connects directly to displays



Tascam BD-MP1

Blue Ray Player- DVD HDMI Out; 7.1Ch. Audio Out 1Space

The TASCAM BD-MP1 is a professional-grade Blu-ray player that expands the legacy of TASCAM's popular BD-01U Blu-ray player. The BD-MP1 is the perfect choice for a wide range of commercial installations, including public, educational and commercial facilities, theaters, amusement and entertainment businesses, to name a few.



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 @ tmsomaha
 a 7510 Burlington St.
 Omaha, NE 68127

QUOTE:
 DATE:
 PREPARED BY:

7183-2
 8/20/2023
 Paul Jonas

TO:

City Of La Va Vista

Attn: **Brian Allen**

8116 Park View Blvd

La Vista, Nebraska 68128-2198 USA

Phone: (402) 593-6402

Email: ballen@cityoflavista.org

NOTES:

[QUOTE VALID FOR 30 DAYS](#)

PAYMENT TERMS

NET 30

SHIPPING TERMS

N/A

OUTDOOR AMPHITHEATER LIGHTING II

QTY | ITEM / DESCRIPTION

1	ETC CS20 Console- ColorSource 20; 20 Fader ColorSource console (80 Channels or Devices)	7225A1000-US
1	ETC CS20DC Dust Cover- CS20/CS20 AV Console	7225A4020
24	ADJ 18P HEX IP Fixture- LED Wash RGBAW+UV 18 x 12W LEDs IP 65 Rated 25 Degree Beam Angle	HEX817
6	TechniLux SC-30B Safety Cable- 30" w/ Spring Lock; Black	SC-30B
2	Elation RDM 6XL Splitter- DMX 1 Input x 6 Outputs; Rack Mount; 5-pin; RDM	NRD123
1	Accu Cable AC5PDMX100 Cable- DMX Assembly; (M-F) 5-pin XLR; 100'	AC5PDMX100
2	Accu Cable AC5PDMX5 Cable- DMX Assembly; (M-F) 5-pin XLR; 5'	AC5PDMX5
1	Accu Cable AC5PDMX50 Cable- DMX Assembly; (M-F) 5-pin XLR; 50'	AC5PDMX50
220 ft	Accu Cable AC5CDMX300-1 Wire- DMX; 22 AWG/2 Pair Shielded; Black	AC5CDMX300-1
1	Accu Cable EC123-3FER50 Cable- Edison Molded Threefer (1M-3F); 12/3; 50'	EC123-3FER50

1	Accu Cable EC123-100 Cable- Edison Molded Extension (M-F); 12/3; 100'	EC123-100
2	Accu Cable EC123-50 Cable- Edison Molded Extension (M-F); 12/3; 50'	EC123-50
6	Neutrik NC5FDX-TOP Connector- 5-pin XLR Female Panel; Black w/ Gold Contacts; IP65	NC5FDX-TOP
27	Neutrik NC5MX-TOP Connector- 5-pin XLR Male Cable; Stainless w/ Gold Contacts; IP65	NC5MX-TOP
33	Neutrik NC5FX-TOP Connector- 5-pin XLR Female Cable; Black w/ Gold Contacts, IP65	NC5FX-TOP
2	Neutrik NAC3MX-W-TOP Connector- powerCON TRUE1 Locking Cable End; Male; IP65	NAC3MX-W-TOP
30	Neutrik NAC3FX-W-TOP Connector- powerCON TRUE1 Locking Cable End; Female; IP65	NAC3FX-W-TOP
6	Neutrik NAC3MPX-TOP Connector- PowerCON TRUE1 Panel Mount IP 64 Rated Male	NAC3MPX-TOP
12	Neutrik SCNAC-MPX Connector- PowerCON TRUE1 Panel Mount IP 64 Rated Rubber Sealing Cover For NAC3MPX-TOP	SCNAC-MPX
6	K&M 24625-000-35 Stand- Lighting Tri Pod From 5.5' To 10' High	24625
6	K&M 24281.000.55 Stand- AdapterTee For 35mm Diameter Tuding	24281
1	TMS General Hardware Parts/Components- Additional and/ Replacement Components	TMS-HW-GEN
1	TMS Installation Labor- Project Installation	LBR-INST

Equipment & Labor \$23,677.45

PROJECT SUMMARY

Equipment & Labor Total	\$23,677.45
Tax	\$0.00
TOTAL	\$23,677.45
*	

ORDERS OVER \$500.00 WILL INCUR A 3% PROCESSING FEE IF PAYING BY CREDIT CARD

SALES TAX: The Buyer agrees to pay the Seller any taxes or additional costs arising from any federal, state, or local tax laws. The sales tax (if any) that is applied to this quote is an estimate and be can changed at invoicing according to the governing body(s) in which the job site resides OR where the Buyer takes possession of the equipment purchased. The sales tax on this quote may be removed if proper documentation is received by TMS, Inc.

Signature Approval:

Print Name

Authorized Signature

Date

PRODUCT DETAILS



ETC CS20

Console- ColorSource 20; 20 Fader ColorSource console (80 Channels or Devices)

Available in two sizes with optional audiovisual and ethernet capabilities, ColorSource consoles provide hands-on control designed for the latest technology. These affordable, portable desks specialize in streamlined, plug-and-play setup; the console recognizes intelligent lights in the rig via RDM and auto-populates them in patch, and the on-board touchscreen allows fixtures to be dragged into place on a customizable stage map for quick selection and programming. The faders and touchscreen can be used to control moving lights, mix LED colors, play stored looks and effects and - with the AV consoles - play sound and visual media.



ADJ 18P HEX IP

Fixture- LED Wash RGBAW+UV 18 x 12W LEDs IP 65 Rated 25 Degree Beam Angle

The ADJ 18P Hex IP is a versatile IP65 outdoor rated Par with 18 x 12-Watt (6-IN-1 HEX) LEDs. With a 25-degree beam angle, users may produce wide washes with smooth color mixing from 63 built-in color macros utilizing red, green, blue, amber, white and UV LEDs. Not only is this LED Par great for lighting indoor stages and venues, but with IP 65 rating, it is a great solution for temporary outdoor lighting of stages or events. The IP 65 rating helps protect the fixture from rain, snow and dust.



TechniLux SC-30B

Safety Cable- 30" w/ Spring Lock; Black

Steel Aircraft cable • 30 inches long • Carabiner C-hook clip and loop



Elation RDM 6XL

Splitter- DMX 1 Input x 6 Outputs; Rack Mount; 5-pin; RDM

The Netron RDM 6XL is a rugged and compact DMX/RDM Splitter. Designed for live production and installations, it features six opto-isolated 5pin XLR outputs and flexible mounting options to cover any situation.



Accu Cable AC5PDMX100

Cable- DMX Assembly: (M-F) 5-pin XLR; 100'

5pin DMX cable with 22 AWG stranded (0.15 x 19) tinned copper conductors • Polyethylene insulation • Twisted pair • Polyethylene inner jacket • Duofoil® (100% coverage) and cotton plus a tinned copper braid shield (85% coverage) • PVC jacket



Accu Cable AC5PDMX5

Cable- DMX Assembly: (M-F) 5-pin XLR; 5'

5pin DMX cable with 22 AWG stranded (0.15 x 19) tinned copper conductors • Polyethylene insulation • Twisted pair • Polyethylene inner jacket • Duofoil (100% coverage) and cotton plus a tinned copper braid shield (85% coverage) • PVC jacket

PRODUCT DETAILS



Accu Cable AC5PDMX50

Cable- DMX Assembly: (M-F) 5-pin XLR; 50'

5pin DMX cable with 22 AWG stranded (0.15 x 19) tinned copper conductors • Polyethylene insulation • Twisted pair • Polyethylene inner jacket • Duofoil (100% coverage) and cotton plus a tinned copper braid shield (85% coverage) • PVC jacket



Accu Cable AC5CDMX300-1

Wire- DMX; 22 AWG/2 Pair Shielded; Black

22 AWG stranded (0.15 x 19) tinned copper conductors • Polyethylene insulation • Twisted pair • Polyethylene inner jacket • Duofoil (100% coverage) and cotton plus a tinned copper braid shield (85% coverage) • PVC jacket



Accu Cable EC123-3FER50

Cable- Edison Molded Threefer (1M-3F); 12/3; 50'

Black • 3 Prong • 120V • UL Listed



Accu Cable EC123-100

Cable- Edison Molded Extension (M-F); 12/3; 100'

Black • 3 Prong • 120V • UL Listed



Accu Cable EC123-50

Cable- Edison Molded Extension (M-F); 12/3; 50'

Black • 3 Prong • 120V • UL Listed



Neutrik NC5FDX-TOP

Connector- 5-pin XLR Female Panel; Black w/ Gold Contacts; IP65

5 pole female chassis connector, TRUE OUTDOOR PROTECTED (TOP) • The X-TOP series is a "heavy-duty" XLR chassis connector for outdoor use. Outdoor protected by mating with related cable connector of the XLR TOP range (IP65 and UL50E). Gold contacts are standard.



Neutrik NC5MX-TOP

Connector- 5-pin XLR Male Cable; Stainless w/ Gold Contacts; IP65

5 pole male cable connector, TRUE OUTDOOR PROTECTED (TOP), gold contacts • The X-TOP series is a "heavy-duty" XLR cable connector for outdoor use. Outdoor protected by mating with related cable or chassis connector of the XLR TOP range (IP65 and UL50E). Gold contacts are standard.

PRODUCT DETAILS



Neutrik NC5FX-TOP

Connector- 5-pin XLR Female Cable; Black w/ Gold Contacts, IP65

5 pole female cable connector, TRUE OUTDOOR PROTECTED (TOP), gold contacts • The X-TOP series is a "heavy-duty" XLR cable connector for outdoor use. Outdoor protected by mating with related cable or chassis connector of the XLR TOP range (IP65 and UL50E). Gold contacts are standard.



Neutrik NAC3MX-W-TOP

Connector- powerCON TRUE1 Locking Cable End; Male; IP65

Locking male cable connector, screw terminals • The powerCON TRUE1 TOP is a locking 16 A true mains connector for outdoor applications. It replaces appliance couplers wherever a very rugged solution in combination with a locking device is needed in order to guarantee a safe power connection. The powerCON TRUE1 TOP is a connector with breaking capacity (CBC), i.e. it can be connected or disconnected under load or live.



Neutrik NAC3FX-W-TOP

Connector- powerCON TRUE1 Locking Cable End; Female; IP65

Locking male cable connector, screw terminals • The powerCON TRUE1 TOP is a locking 16 A true mains connector for outdoor applications. It replaces appliance couplers wherever a very rugged solution in combination with a locking device is needed in order to guarantee a safe power connection. The powerCON TRUE1 TOP is a connector with breaking capacity (CBC), i.e. it can be connected or disconnected under load or live.



Neutrik NAC3MPX-TOP

Connector- PowerCON TRUE1 Panel Mount IP 64 Rated Male

The powerCON TRUE1 range is well established in many AV applications and, with the IP 65 rating, is used in various weather resistant applications. To ensure true outdoor protection, Neutrik has enhanced this range with appropriate materials to fulfil NEMA 250 and UL50E requirements. With this improvement the new powerCON TRUE1 TOP series features maximal outdoor protection according to IP65 IEC standard and UL50E enclosure type 4. With the introduction of powerCON TRUE1 TOP, the existing TRUE1 cable connectors and chassis connectors will be discontinued.



Neutrik SCNAC-MPX

Connector- PowerCON TRUE1 Panel Mount IP 64 Rated Rubber Sealing Cover For NAC3MPX-TOP

Suitable for NEUTRIK POWERCON True1 top panel plug NAC3MPX-TOPSB. Dustproof and splashproof according to IP65. Plastic version, cover with snap lock.



K&M 24625-000-35

Stand- Lighting Tri Pod From 5.5' To 10' High

Easy to transport, lightweight aluminum lighting stand, extension rod with adapter to take a TV pin (inner extension tube diameter 28 mm). Stable tripod construction. Height adjustable with handy clamping levers and additional safety pin.



K&M 24281.000.55

Stand- AdapterTee For 35mm Diameter Tuding

Attachable to speakers. Slip-on adapter for speaker stands with tube-diameter 35 mm. With 2 drill holes diam. 11 mm at intervals of 115 mm and locking device. Mounting bolts M10 x 40 mm, washers and nuts (2 of each) included. Technical details

PRODUCT DETAILS



o 402.592.5522
 f 402.592.0094
 e tms@tmsomaha.com
 @ tmsomaha
 a 7510 Burlington St.
 Omaha, NE 68127

QUOTE:
 DATE:
 PREPARED BY:

7185-1
 8/20/2023

TO:

City Of La Va Vista

Attn: **Brian Allen**

8116 Park View Blvd

La Vista, Nebraska 68128-2198 USA

Phone: (402) 593-6402

Email: ballen@cityoflavista.org

NOTES:

[QUOTE VALID FOR 30 DAYS](#)

PAYMENT TERMS

NET 30

SHIPPING TERMS

N/A

OUTDOOR AMPITHEATER -POWER DISTRIBUTION II

QTY | ITEM / DESCRIPTION

2	Lex Products T2-A2-6A1E	T2-A2-6A1E
	Power- Distro 50 Amp 125/250 VAC W/Feed Thru W/ (6) 20 Amp Breackered Edisons GFCI Receptacles.	
2	Lex Products PE6/4L-50-CS63	PE6/4L-50-CS63
	Cable- Power Feeder CS63 Male To CS63 Female 50A 125/250 VAC 6/4 SOOW 50'	
2	Lex Products PE6/4L-100-CS63	PE6/4L-100-CS63
	Cable- Power Feeder CS63 Male To CS63 Female 50A 125/250 VAC 6/4 SOOW 100'	
4	Lex Products PE7000-25-515	PE7000-25-515
	Cable- Power Edison Male To Edison Female 15A 12/3 SOOW 25'	
4	Lex Products PE7000-50-515	PE7000-50-515
	Cable- Power Edison Male To Edison Female 15A 12/3 SOOW 50'	
2	Lex Products PE7000-75-515	PE7000-75-515
	Cable- Power Edison Male To Edison Female 15A 12/3 SOOW 75'	
2	Lex Products PE7000-100-515	PE7000-100-515
	Cable- Power Edison Male To Edison Female 15A 12/3 SOOW 100'	
6	Lex Products DB15-QD25-1D	DB15-QD25-1D
	Cable- Power Edison Quad Box Male Edison To Edison Quad Box Female 15A 12/3 SOOW 25'	
6	Lex Products DB15-QD50-1D	DB15-QD50-1D
	Cable- Power Edison Quad Box Male Edison To Edison Quad Box Female 15A 12/3 SOOW 50'	
1	TMS General Hardware	TMS-HW-GEN
	Parts/Components- Additional and/ Replacement Components	

1 [TMS Installation](#)
Labor- Project Installation

Equipment & Labor \$12,974.02

PROJECT SUMMARY

Equipment & Labor Total \$12,974.02
Tax \$0.00
TOTAL \$12,974.02
*

ORDERS OVER \$500.00 WILL INCUR A 3% PROCESSING FEE IF PAYING BY CREDIT CARD

SALES TAX: The Buyer agrees to pay the Seller any taxes or additional costs arising from any federal, state, or local tax laws. The sales tax (if any) that is applied to this quote is an estimate and be can changed at invoicing according to the governing body(s) in which the job site resides OR where the Buyer takes possession of the equipment purchased. The sales tax on this quote may be removed if proper documentation is received by TMS, Inc.

Signature Approval:

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Authorized Signature

Date

PRODUCT DETAILS



Lex Products T2-A2-6A1E

Power- Distro 50 Amp 125/250 VAC W/Feed Thru W/ (6) 20 Amp Breackered Edisons GFCI Receptacles.

50A 125/250 VAC, (1) California Style CS63 Male (Inlet) to (6) NEMA 5-20 (Edison) GFCI Straight Blade Receptacles (Outlets) and (1) NEMA L6-30 Locking Receptacle (Outlet), Feed Thru, Terrapin II™. Meets UL, NEC and OSHA requirements for events and generator rental. -Meets OSHA Regulation 20 Part 1926, Subpart K standards for open-neutral GFCI protection for enhanced safety. -Heavy duty molded rubber enclosure is fully insulated and resistant to shock, impact and corrosion for years of trouble-free service versus painted metal
-Thermal magnetic circuit breakers are located under a heavy duty rubber, waterproof, self-closing lid for enhanced breaker protection.



Lex Products PE6/4L-50-CS63

Cable- Power Feeder CS63 Male To CS63 Female 50A 125/250 VAC 6/4 SOOW 50'

50A 250 VAC, (1) Leviton California Style Locking Male (Plug) to (1) Leviton California Style Locking Female (Connector), #6/4 Type SOOW, Weather Resistant Extension. Industrial grade locking plug and connector.
- Extra hard usage type SOOW cord. - 4" clear heat shrink included for user label.



Lex Products PE6/4L-100-CS63

Cable- Power Feeder CS63 Male To CS63 Female 50A 125/250 VAC 6/4 SOOW 100'

50A 250 VAC, (1) Leviton California Style Locking Male (Plug) to (1) Leviton California Style Locking Female (Connector), #6/4 Type SOOW, Weather Resistant Extension. Industrial grade locking plug and connector.
- Extra hard usage type SOOW cord. - 4" clear heat shrink included for user label.



Lex Products PE7000-25-515

Cable- Power Edison Male To Edison Female 15A 12/3 SOOW 25'

15A 125 VAC, (1) NEMA 5-15 Male (Plug) to (1) NEMA 5-15 Female (Connector), #12/3 Type SOOW, Extension. Extension for utilization equipment such as stage fixtures. - Locking type industrial grade wiring devices. - Extra hard usage type SOOW-A cord. - 4" clear heat shrink provided for user label.



Lex Products PE7000-50-515

Cable- Power Edison Male To Edison Female 15A 12/3 SOOW 50'

15A 125 VAC, (1) NEMA 5-15 Male (Plug) to (1) NEMA 5-15 Female (Connector), #12/3 Type SOOW, Extension. Extension for utilization equipment such as stage fixtures. - Locking type industrial grade wiring devices. - Extra hard usage type SOOW-A cord. - 4" clear heat shrink provided for user label.



Lex Products PE7000-75-515

Cable- Power Edison Male To Edison Female 15A 12/3 SOOW 75'

15A 125 VAC, (1) NEMA 5-15 Male (Plug) to (1) NEMA 5-15 Female (Connector), #12/3 Type SOOW, Extension. Extension for utilization equipment such as stage fixtures. - Locking type industrial grade wiring devices. - Extra hard usage type SOOW-A cord. - 4" clear heat shrink provided for user label.



Lex Products PE7000-100-515

Cable- Power Edison Male To Edison Female 15A 12/3 SOOW 100'

15A 125 VAC, (1) NEMA 5-15 Male (Plug) to (1) NEMA 5-15 Female (Connector), #12/3 Type SOOW, Extension. Extension for utilization equipment such as stage fixtures. - Locking type industrial grade wiring devices. - Extra hard usage type SOOW-A cord. - 4" clear heat shrink provided for user label.

PRODUCT DETAILS



Lex Products DB15-QD25-1D

Cable- Power Edison Quad Box Male Edison To Edison Quad Box Female 15A 12/3 SOOW 25'

15A 125 VAC, (1) NEMA 5-15 (Edison) Straight Blade Male (Plug) on a 25.0' Pigtail to (2) NEMA 5-20 (Edison) Straight Blade Receptacles (Outlets), Quad Box. This exceptionally versatile box is used for placing convenient duplex receptacles exactly where they are needed. - Heavy-duty molded rubber enclosure is fully insulated and resistant to shock, impact, corrosion.



Lex Products DB15-QD50-1D

Cable- Power Edison Quad Box Male Edison To Edison Quad Box Female 15A 12/3 SOOW 50'

15A 125 VAC, (1) NEMA 5-15 (Edison) Straight Blade Male (Plug) on a 25.0' Pigtail to (2) NEMA 5-20 (Edison) Straight Blade Receptacles (Outlets), Quad Box. This exceptionally versatile box is used for placing convenient duplex receptacles exactly where they are needed. - Heavy-duty molded rubber enclosure is fully insulated and resistant to shock, impact, corrosion.