

LA VISTA CITY COUNCIL MEETING AGENDA

January 2, 2019

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**
- **Appointments**
 - **Personnel Board – Reappoint Mary L. Hewitt – 6 year term**

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 December 18, 2018 City Council Meeting**
3. **Request for Payment – Best Best & Krieger LLP – Professional Services – Appeal of FCC Orders on Small Cell Deployment and Moratoria – \$5,000.00**
4. **Request for Payment – Burns McDonnell – Professional Services – Sewer Rate Study – \$14,774.00**
5. **Request for Payment – DLR Group – Professional Services – City Centre Parking Facility – \$2,040.00**
6. **Request for Payment – Felsburg, Holt, & Ullevig – Professional Services – Giles Signal Retiming – \$3,837.65**
7. **Request for Payment – Hawkins Construction Company – Construction Services – Parking District 2, Structure 1 – \$42,076.80**
8. **Request for Payment – HDR Engineering Inc. – Professional Services – Public Improvements and Other Works – \$14,352.45**
9. **Request for Payment – Olsson – Professional Services – City Centre Phase 1 Public Infrastructure – \$2 7,990.67**
10. **Request for Payment – Olsson – Professional Services – 84th Street Redevelopment Site Preparation – \$561.00**
11. **Request for Payment – RDG – Professional Services – Civic Center Park Phase 1 – \$2,099.30**
12. **Request for Payment – Rotella's Italian Bakery, Inc. – Connection to Storm Sewer on 108th – \$4,238.33**
13. **Request for Payment – Swain Construction – Construction Services – 84th Street Access Improvements – \$45,405.00**
14. **Request for Payment – Thompson, Dreessen & Dorner, Inc. – Phase 2 Golf Course Transformation – \$3,509.80**
15. **Approval of Claims**

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

- Ordinance – Adopt Municipal Code Section 93.060 Official Design Criteria and Specifications for the Installation of Wireless Facilities in Public Right-of-Way**
- Ordinance – Adopt Design Guidelines for the Installation of Wireless Facilities in Public Right-of-Way**
- Resolution – Professional Services Agreement – Placemaking & Landscape Design Services**
- Resolution – Amend Lottery Operator Agreement – Change Paytable and Add New Game Ticket**
- Resolution – City of La Vista & City of Papillion Shared Maintenance for Giles Road – Memorandum of Understanding**
- Resolution – Professional Services Agreement – Civic Center Park – Phase 2 – Construction Phase Services – Amendment No. 3**
- Resolution – Change Order No. 4 – Public Improvement Redevelopment Project – City Centre Infrastructure – Pavement & Sewers**

- **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 five minutes. We ask for your cooperation in order to provide for an organized meeting.

MINUTE RECORD

A-2

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

LA VISTA CITY COUNCIL MEETING DECEMBER 18, 2018

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on December 18, 2018. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Quick, Hale, and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, City Clerk Buethe, Police Chief Lausten, City Engineer Kottmann, Director of Public Works Soucie, Library Director Barcal, Director of Administrative Services Pokorny, Recreation Director Stopak, Community Development Director Birch, and Community Relations Coordinator Beaumont.

A notice of the meeting was given in advance thereof by publication in the Times on December 5, 2018. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

ADMINISTRATION OF OATH OF OFFICE – KELLY R. SELL, WARD IV

Mayor Kindig Administered the Oath of Office to Councilmember Sell.

SERVICE AWARD – GREG CARRICO – 20 YEARS; JEFF SIEBELS – 15 YEARS

Mayor Kindig presented a service award to Jeff Siebels for 15 years of service to the City. Greg Carrico was not present to receive his award for 20 years of service to the City. Chief Lausten will make sure he receives it.

APPOINTMENTS - LIBRARY BOARD - REAPPOINT HUYEN-YEN HOANG AND CONNIE NOVACEK- 2 YEAR TERM; PARK & RECREATION ADVISORY BOARD - REAPPOINT JONATHAN JAMESON – 2 YEAR TERM - APPOINT NICK MOYER- 2 YEAR TERM; CIVIL SERVICE COMMISSION – APPOINT DESTYNIE SEWELL – FULFILL VACANCY; BOARD OF HEALTH – APPOINT DOUGLAS KINDIG, KIM THOMAS AND ROBERT LAUSTEN – 1YEAR TERM

Mayor Kindig stated, with the approval of the City Council, he would like to re-appoint Huyen-Yen Hoang and Connie Novacek to the Library Board for 2 year terms; re-appoint Jonathan Jameson and appoint Nick Moyer to the Park & Recreation Advisory Board for 2 year terms; appoint Destynie Sewell to the Civil Service Commission to fulfill a vacancy; and appoint Douglas Kindig, Kim Thomas, and Robert Lausten to the Board of Health for 1 year terms. Councilmember Sell motioned the approval, seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Crawford. Motion carried.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE DECEMBER 4, 2018 CITY COUNCIL ORGANIZATIONAL MEETING
3. APPROVAL OF THE MINUTES OF THE DECEMBER 4, 2018 CITY COUNCIL MEETING
4. APPROVAL OF THE MINUTES OF THE NOVEMBER 15, 2018 PLANNING COMMISSION MEETING
5. MONTHLY FINANCIAL REPORT – OCTOBER 2018
6. REQUEST FOR PAYMENT – GRAHAM CONSTRUCTION, INC. – CONSTRUCTION SERVICES – CITY CENTRE INFRASTRUCTURE - \$364,653.86
7. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – CITY PARKING DISTRICT ACCESS IMPROVEMENTS – DRAINAGE - \$1,855.00

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8. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – CITY PARKING DISTRICT ACCESS IMPROVEMENTS – DRAINAGE - \$23,320.10
9. REQUEST FOR PAYMENT – GILMORE BELL – LEGAL SERVICES – TAX INCREMENT REVENUE NOTES, SERIES 2017 - \$31,500.00
10. REQUEST FOR PAYMENT – THE NOVAK CONSULTING GROUP, INC. – PROFESSIONAL SERVICES – PUBLIC WORKS AND PARKS AND RECREATION ASSESSMENT - \$15,161.00
11. REQUEST FOR PAYMENT – OPPD – CONSTRUCTION SERVICES – LA VISTA CITY CENTRE - \$5,185.21
12. APPROVAL OF CLAIMS

ARTHUR J GALLAGHER RISK, services	\$4,582.00
ASPHALT & CONCRETE MATERIALS, maint.	\$426.35
AUSHA COX, refund	\$9.99
AWARDS & MORE CO, services	\$82.62
BAUER BUILT TIRE, maint.	\$912.84
BIG RIG TRUCK ACCESSORIES INC, maint.	\$635.00
BISHOP BUSINESS EQUIPMENT, supplies	\$71.42
BKD LLP, services	\$2,325.00
BLACK HILLS ENERGY, utilities	\$1,159.04
BLADE MASTERS GROUNDS MNTNC, services	\$338,740.45
BLUE 360 MEDIA, LLC, services	\$308.75
BRITE IDEAS DECORATING, services	\$778.00
BS&A SOFTWARE, services	\$200.00
BUILDERS SUPPLY CO INC, bld&grnds	\$59.00
CALENTINE, J., travel	\$89.00
CENTER POINT PUBLISHING, books	\$22.77
CENTURY LINK, phones	\$584.48
CENTURY LINK BUSN SVCS, phones	\$199.75
CHILD'S WORLD INC., books	\$246.35
CINTAS CORP, services	\$25.56
CNA SURETY, services	\$100.00
CONRECO INC, maint.	\$35.40
CONSOLIDATED MGMT, services	\$17.48
CORNHUSKER INTL TRUCKS INC, maint.	\$112.44
CORNHUSKER STATE INDUSTRIES, services	\$202.04
COUNCIL OF STATE GOVERNMENTS, services	\$112.50
COX COMMUNICATIONS, services	\$277.40
CRANE, R., travel	\$214.00
CULLIGAN OF OMAHA, services	\$29.50
DELL MARKETING L.P., services	\$1,688.47
DEMCO INC, supplies	\$755.17
DI GIORGIO'S SPORTSWEAR INC, apparel	\$15.00
DIAMOND VOGEL PAINTS, services	\$179.45
DLR GROUP, services	\$7,520.00
DOG WASTE DEPOT, supplies	\$299.95
DOUGLAS COUNTY SHERIFF'S OFC, services	\$887.50
DULTMEIER SALES & SERVICE, maint.	\$68.50
EBSCO INFORMATION, services	\$1,536.00
ETC INSTITUTE, services	\$3,000.00
FAC PRINT & PROMO CO, services	\$256.75
FEDEX, services	\$63.10
FERRELLGAS, services	\$12.00
FILTER CARE, bld&grnds	\$39.50
FOSTER, T., travel	\$88.00
GALE, books	\$263.89
GCR TIRES & SERVICE, maint.	\$1,475.42
GENERAL FIRE & SAFETY, bld&grnds	\$376.00
GENUINE PARTS CO, maint.	\$1,437.94
GOVERNMENT FINANCE OFFICER'S, services	\$190.00
GRAYBAR ELECTRIC CO, bld&grnds	\$137.46

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GREATAMERICA FINANCIAL, services	\$894.50
HARTS AUTO SUPPLY, maint.	\$189.00
HAWKINS CONSTRUCTION CO, services	\$467,317.35
HERITAGE CRYSTAL CLEAN LLC, maint.	\$511.51
HOBBY LOBBY STORES INC, supplies	\$75.19
HONEYMAN RENT-ALL, services	\$376.05
HURST, J., travel	\$47.03
HUSKER AUTO GROUP INC, services	\$27,799.00
HY-VEE INC, services	\$112.50
IDENTISYS INC, supplies	\$176.05
IIMC, services	\$110.00
INGRAM LIBRARY, books	\$131.62
JONES AUTOMOTIVE INC, maint.	\$483.72
KILEY STEHMAN, refund	\$9.99
KRIHA FLUID POWER CO, maint.	\$244.16
LABRIE, DONALD P, services	\$225.00
LAUSTEN JR ROBERT S, services	\$1,180.00
LAW ENFORCEMENT TARGETS, supplies	\$462.70
LEADS ONLINE LLC, services	\$2,848.00
LEAGUE OF NEBR MUNICIPALITIES, services	\$795.00
LIBRA INDUSTRIES INC, services	\$92.00
LIBRARY IDEAS LLC, media	\$3,605.00
LOU'S SPORTING GOODS, supplies	\$66.00
MARCO INC, services	\$112.16
MATHESON TRI-GAS INC, supplies	\$134.25
MAX I WALKER UNIFORM, services	\$46.00
MENARDS-RALSTON, supplies	\$604.20
METRO AREA TRANSIT, services	\$644.00
MUD, utilities	\$55.21
MICHAEL D SCHAWANG, services	\$950.00
MID AMERICAN SIGNAL INC, services	\$320.00
MID CON SYSTEMS INC, supplies	\$301.52
MID-WEST MILITARY REAL ESTATE, LLC, services	\$80.00
MIDWEST TAPE, media	\$67.98
MIDWEST TURF & IRRIGATION, maint.	\$1,022.11
MNJ TECHNOLOGIES DIRECT INC, services	\$148.00
MSC INDUSTRIAL SUPPLY CO, maint.	\$208.35
NE AIR FILTER INC, bld&grnds	\$138.00
NE ENVIRONMENTAL PRODS, services	\$2,900.00
NE LAW ENFORCEMENT, services	\$1,752.00
NE LIBRARY COMMISSION, services	\$1,692.10
NE SALT & GRAIN CO, services	\$3,492.19
NMC EXCHANGE LLC, maint.	\$1,667.25
NUTS AND BOLTS INC, maint.	\$162.41
OCLC INC, services	\$155.39
OFFICE DEPOT INC, supplies	\$980.49
OLSSON, INC., services	\$45,291.15
OPPD, utilities	\$49,682.43
OMAHA WORLD-HERALD, services	\$631.03
ONE CALL CONCEPTS INC, services	\$228.18
O'REILLY AUTOMOTIVE, maint.	\$410.90
PAPILLION SANITATION, services	\$3,180.27
PAYLESS OFFICE, supplies	\$55.45
PEGGY FLESCH, refund	\$21.36
PENWORTHY CO, books	\$574.80
PERSONAL BEST, services	\$479.00
PETTY CASH, supplies	\$261.21
PLAINS EQUIPMENT GROUP, maint.	\$135.94
PLUTA, D., travel	\$101.00
POLICE CHIEF'S ASSN OF NEBR, services	\$50.00

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PROTECH COMM. VEHICLE OUTFITTERS, maint.	\$940.53
RDG PLANNING & DESIGN, services	\$7,417.82
READY MIXED CONCRETE CO, maint.	\$369.95
RED MUNICIPAL & INDUSTRIAL EQUIP, maint.	\$10.58
ROURKE PUBLISHING CO. books	\$582.60
SARPY COUNTY TREASURER, services	\$11,414.25
SCARPA, D., travel	\$88.00
SITE ONE LANDSCAPE SUPPLY, services	\$239.47
SOUTHERN UNIFORM & EQUIPMENT, apparel	\$919.99
SWAIN CONSTRUCTION INC, services	\$2,080.48
CASCADEN, T., travel	\$88.00
THOMPSON DREESSEN & DORNER, services	\$17,389.08
TRANS UNION RISK, services	\$60.70
TY'S OUTDOOR POWER, services	\$5,290.00
U.S. CELLULAR, phones	\$999.56
UHE, R., travel	\$88.00
UNITE PRIVATE NETWORKS LLC, services	\$3,850.00
UNITED RENT-ALL, services	\$815.21
UNIVERSITY OF LOUISVILLE, services	\$1,295.00
VOIANCE LANGUAGE, services	\$13.50
WESTLAKE HARDWARE INC, bld&grnds	\$1,204.90
WICK'S STERLING TRUCKS INC, maint.	\$487.57
WOODHAVEN COUNSELING ASSOCS, services	\$270.00
WORLD TRADE PRESS, books	\$781.10
YANO'S NURSERY, services	\$5,000.00

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Clerk Buethe reminded everyone that the first City Council meeting in January will be held on Wednesday, the 2nd at 6:00 p.m.

Assistant to the City Administrator Prouhet reported on the Mayor's Youth Leadership Council. The MYLC have chosen to paint the trash bins in Central Park for their project. They are also working on updating their website.

Director of Administrative Services Pokorny reported that employees raised \$950 for the Tri-City Food Pantry through Jeans for Charity in November.

Police Chief Lausten reported that Capt. Jeremy Kinsey graduated from the FBI Academy on December 14. He also reported that the Dare Graduation will be held on December 20 at G. Stanley Hall and that the first Training Academy Graduation would be held at the Embassy Suites on December 21. There will also be a farewell gathering for Capt. Waugh on December 21.

PRESENTATION – 84TH STREET REDEVELOPMENT UPDATE

Chris Koenig, from HDR, presented an update on the 84th Street Redevelopment Project.

PRESENTATION – OPPD

1. LED UPGRADES TO STREET LIGHTS

Todd McLochlin, with OPPD, gave a presentation on LED streetlight upgrades. The new LED lights have a 20-year expected lifespan, and OPPD will be replacing the old lights over a 5-year period. The anticipated savings on electricity costs by going to LED lights is 27½ %.

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2. RELOCATION OF THE LA VISTA TRANSMISSION LINE

Mark Pohl, with OPPD, gave an update on the status of the relocation of the transmission line and the removal of the old line.

B. PUD SITE PLAN – LOT 1, SOUTHPORT EAST REPLAT FIVE (NW OF WESTPORT PKWY)

1. PUBLIC HEARING

At 7:47 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the the planned unit development site plan – Lot 1, Southport East Replat Five (NW of Westport Parkway). Brian Nebel, representing HOA Restaurant Holder gave a presentation on the proposed development.

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

2. RESOLUTION

Councilmember Thomas introduced and moved for the adoption of Resolution No.18-174 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF A PLANNED UNIT DEVELOPMENT (PUD) SITE PLAN AMENDMENT FOR LOT 1, SOUTHPORT WEST REPLAT FIVE, LOCATED IN THE SW 1/4 OF SECTION 18, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, HOA Restaurant Holder, LLC, has made an application for approval of a PUD Site Plan Amendment for Lot 1, Southport West Replat Five; and

WHEREAS, the City Planner and the City Engineer have reviewed the PUD Site Plan Amendment; and

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

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the PUD Site Plan Amendment for Lot 1, Southport West Replat Five, located in the Southwest 1/4 of Section 18, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, generally located South of Interstate 80 on the Northwest corner of Westport Parkway, be, and hereby is, approved.

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

C. ZONING MAP AMENDMENT (REZONING) – LOTS 6-11, CHALCO VALLEY BUSINESS PARK (SE OF 142ND & CHALCO VALLEY PARKWAY)

1. PUBLIC HEARING

At 7:54 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Zoning Map amendment (rezoning) of Lots 6-11, Chalco Valley Business Park (SE of 142nd & Chalco Valley Parkway). Joe Flaxbeard, representing the owner NEBCO, gave an overview of the rezoning request.

At 7:57 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Crawford. Motion carried.

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2. ORDINANCE

Councilmember Hale introduced Ordinance No. 1336 entitled: AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

Said ordinance was then read by title, and thereafter Councilmember Sheehan moved for final passage of the ordinance which motion was seconded by Councilmember Frederick. The Mayor then stated the question, "Shall Ordinance No. 1336 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Crawford. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted, and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

D. AMEND MUNICIPAL RETIREMENT PLANS

1. ORDINANCE – AMEND LA VISTA FIREFIGHTERS RETIREMENT PLAN AND TRUST

Councilmember Thomas introduced Ordinance No. 1337 entitled: AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AMEND THE CITY OF LA VISTA FIREFIGHTERS' RETIREMENT PLAN AND TRUST; TO AUTHORIZE FURTHER ACTIONS; AND TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND THE EFFECTIVE DATE HEREOF.

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

Said ordinance was then read by title, and thereafter Councilmember Sheehan moved for final passage of the ordinance which motion was seconded by Councilmember Frederick. The Mayor then stated the question, "Shall Ordinance No. 1337 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Crawford. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted, and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

2. ORDINANCE – AMEND LA VISTA POLICE OFFICERS RETIREMENT PLAN AND TRUST

Councilmember Hale introduced Ordinance No. 1338 entitled: AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AMEND THE CITY OF LA VISTA POLICE OFFICERS' RETIREMENT PLAN AND TRUST; TO AUTHORIZE FURTHER ACTIONS; AND TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND THE EFFECTIVE DATE HEREOF.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Frederick seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent:

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Crawford. Motion carried. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title, and thereafter Councilmember Sheehan moved for final passage of the ordinance which motion was seconded by Councilmember Frederick. The Mayor then stated the question, "Shall Ordinance No. 1338 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Crawford. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted, and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

E. RESOLUTION – CHANGE ORDER NO. 4 – PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT – CITY CENTRE INFRASTRUCTURE – PAVEMENT & SEWERS

Mayor Kindig announced staff has requested that this item be tabled to a later date. Councilmember Quick made a motion to table the agenda item E. Seconded by Councilmember Sheehan. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Crawford. Motion carried.

F. RESOLUTION – CHANGE ORDER NO. 8 – 84TH STREET REDEVELOPMENT AREA – PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT – OFFSTREET PARKING DISTRICT NO. 2, STRUCTURE NO. 1

Councilmember Thomas introduced and moved for the adoption of Resolution No. 18-176 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NUMBER 8 TO THE CONTRACT WITH HAWKINS CONSTRUCTION CO., OMAHA, NEBRASKA, TO PROVIDE FOR ADDITIONS OF WORK TO THE CONTRACT WHICH WILL RESULT IN AN INCREASE IN THE CONTRACT PRICE OF \$5,569.00.

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

WHEREAS, the FY19/20 Biennial Budget provides funding for the project; and

WHEREAS, the contract price will increase with change order number 8 by \$5,569.00.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for change order number 8 to the contract with Hawkins Construction Co., Omaha, Nebraska, to provide for additions of work to the contract which will result in an increase in the contract price of \$5,569.00.

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

G. RESOLUTION – PURCHASE - LAW ENFORCEMENT VOICE RECOGNITION SYSTEM

Councilmember Quick introduced and moved for the adoption of Resolution No. 18-177 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF A VOICE RECOGNITION SYSTEM FROM NUANCE, BURLINGTON, MA, IN AN AMOUNT NOT TO EXCEED \$24,000.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a voice recognition system and accessories is necessary, and

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WHEREAS, the FY19/20 Biennial Budget includes funds for the purchase of Nuance "Dragon for Law Enforcement" and accessories, and

WHEREAS, Subsection (c) 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 Voice Recognition System and accessories from Nuance, Burlington, MA, in an amount not to exceed \$24,000.

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

H. RESOLUTION – PURCHASE - VENTRAC CAB AND SEEDER

Councilmember Thomas introduced and moved for the adoption of Resolution No.18-178 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF 2018 VENTRAC CAB AND SEEDER ATTACHMENTS FROM TERFWERKS, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$15,415.40

WHEREAS, the City Council of the City of La Vista has determined that the purchase of cab and seeder attachments is necessary; and

WHEREAS, the FY 19/20 Biennial Budget provides funding for this purchase; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska authorizing the purchase of 2018 Ventrac Cab and Spreader attachments from Terfwerks, Omaha, Nebraska in an amount not to exceed \$11,780.00.

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

I. RESOLUTION – PURCHASE - COMPUTER EQUIPMENT

Councilmember Frederick introduced and moved for the adoption of Resolution No.18-179 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF TECHNOLOGY RELATED ITEMS FROM WESTERN STATES CONTRACTING ALLIANCE (WSCA) AND DELL IN AN AMOUNT NOT TO EXCEED \$30,438.43.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of technology related items is necessary; and

WHEREAS, the FY19/20 Biennial Budget provides funding for the proposed Information Technology purchases; 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 technology related items, from Western States Contracting Alliance (WSCA) and Dell in an amount not to exceed \$30,438.43.

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

MINUTE RECORD

December 18, 2018

No. 728 — REEDIE & COMPANY, INC. OMAHA E1310556LD

COMMENTS FROM THE FLOOR

Director of Public Works Soucie commented that the over \$9,000 in savings referenced by OPPD will be monthly savings once all streetlights have been switched to LED.

COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig gave an update on legislative issues and wished everyone a happy holiday season.

Councilmember Hale thanked the volunteers who worked on Santa's Workshop.

At 8:16 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Quick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Crawford. Motion carried.

PASSED AND APPROVED THIS 2ND DAY OF JANUARY, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Indian Wells
(760) 568-2611

Irvine
(949) 263-2600

Los Angeles
(213) 617-8100

Manhattan Beach
(310) 643-8448



BEST BEST & KRIEGER
ATTORNEYS AT LAW

3390 University Avenue, 5th Floor, P.O. Box 1028, Riverside, CA 92502
Phone: (951) 686-1450 | Fax: (951) 686-3083 | www.bbklaw.com
Tax ID # 95-2157337

Ontario
(909) 989-8584

Sacramento
(916) 325-4000

San Diego
(619) 525-1300

Walnut Creek
(925) 977-3300

Washington DC
(202) 785-0600

CITY OF LA VISTA
ATT: BRENDA GUNN, CITY ADMINISTRATOR
8116 PARK VIEW BOULEVARD
LA VISTA, NE 68128

December 14, 2018
Invoice 51306-50
GLL
Page 1

INVOICE SUMMARY

For Professional Services Rendered Through November 30, 2018:

Our Matter # 51306.00050
Re: LA VISTA, NE, CITY OF

Current Fees:	\$ 5,000.00
Total Current Billings For This Matter:	<u>\$ 5,000.00</u>

OK PAY
1-18-0321

INVOICE IS DUE AND PAYABLE UPON RECEIPT

Consent Agenda 1/2/19 (10)

Indian Wells
(760) 568-2611

Irvine
(949) 263-2600

Los Angeles
(213) 617-8100

Manhattan Beach
(310) 643-8448



BEST BEST & KRIEGER
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Walnut Creek
(925) 977-3300
Washington DC
(202) 785-0600

Our Matter # 51306.00050
Re: LA VISTA, NE, CITY OF

December 14, 2018
Invoice 51306-50
Page 2

APPEAL OF FEDERAL COMMUNICATIONS COMMISSION'S
ORDERS ON SMALL CELL DEPLOYMENT AND MORATORIA

Total Fees for Professional Services \$ 5,000.00

Total Current Billings For This Matter: \$ 5,000.00



CREATE AMAZING.

December 20, 2018

Invoice: 111085-1
Federal ID: 43-0956142

		SEND PAYMENT TO:	WIRE INSTRUCTIONS:
LA VISTA NEBRASKA JOHN M KOTTMAN, PE CITY OF LA VISTA 9900 PORTAL RD LA VISTA NE 68128		<p>Burns & McDonnell Engineering Co., Inc. PO Box 411883 Kansas City, MO 64141-1883</p> <p>Reference Invoice Number with Payment</p> <p>TERMS: PAYABLE UPON RECEIPT - 1.5% INTEREST PER MONTH IF NOT PAID WITHIN 45 DAYS</p>	<p>Account: 9801192345 Routing: 101000695 SWIFT Code: UMKCUS44 United Missouri Bank 1010 Grand KANSAS CITY, MO 64141 (816)-860-7000</p>

Professional Services for the La Vista Sewer Rate Study

SERVICE THROUGH: 30-Nov-2018

LABOR

<u>Labor Classification</u>	<u>Level</u>	<u>Regular Hours</u>	<u>Regular Rate</u>	<u>Amount</u>
Assistant	8	91.00	118.00	10,738.00
Associate	15	17.00	235.00	3,995.00
		108.00		14,733.00

EXPENSE

(See Attached) 41.00

Subtotal Amount \$14,774.00**TOTAL AMOUNT DUE THIS INVOICE** \$14,774.00 USD

Contract Maximum	\$41,640.00
Less Total Billed to Date	\$14,774.00
Amount Remaining	\$26,866.00

jkottmann@cityoflavista.org

O.K. to pay
JMK 12-27-2018
02.42.0303

Thank you for your business. We appreciate the opportunity to serve you.

Project Manager: David Naumann 816-822-4207 dnaumann@burnsmcd.com
Invoice Inquiry: Debra Davis 816-363-7243 dadavis2@burnsmcd.com

Invoice



listen.DESIGN.deliver

6457 Frances Street, Suite 200

Omaha, NE 68106

402-393-4100 Fax 402-393-8747

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

December 10, 2018

Project No: 10-17105-01
 Invoice No: 0155789

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

Billing Period: November 1, 2018 to November 30, 2018

Fee

Total Fee	34,000.00		
Percent Complete	96.00	Total Earned	32,640.00
		Previous Fee Billing	30,600.00
		Current Fee Billing	2,040.00
		Total Fee	2,040.00
		Total this Invoice	\$2,040.00

←

Outstanding Invoices

Number	Date	Balance
0155157	11/9/2018	7,520.00
Total		7,520.00

O.K. to pay

of MK 12-21-2018

Billings to Date

	Current	Prior	Total
Fee	2,040.00	30,600.00	32,640.00
Consultant	0.00	24,117.50	24,117.50
Expense	0.00	169.08	169.08
Totals	2,040.00	54,886.58	56,926.58

15.71.0911.003

We appreciate your confidence in us and thank you in advance for your payment.

Being environmentally friendly, we encourage payments via Wire Transfer.

Routing number: 121000248 Account Number: 4945435436

Matthew Gulsvig, AIA, LEED AP

Consent Agenda 1/2/19 (rc)



INVOICE

Mr. John Kottmann, PE
 City Engineer
 City of La Vista
 9900 Portal Rd
 La Vista, NE 68128

Project 115453-13 Giles Signal Retiming
Professional Services for the Period: October 29, 2018 to October 31, 2018

Professional Personnel

	Hours	Rate	Amount
Associate Meisinger, Mark	2.00	190.00	380.00
Engineer IV Andersen, David	15.00	145.00	2,175.00
Labor	17.00		2,555.00
Total Labor			2,555.00

Reimbursable Expenses

Mileage	10.90
Traffic Counts	1,250.00
Total Reimbursables	1,260.90
	1,260.90

In-House Units

Vehicle per mile Federal	26.0 Miles @ 0.545	14.17
B&W Printing	41.0 B&W Prints @ 0.12	4.92
Color Printing	14.0 Prints @ 0.19	2.66
Total In-House		21.75
		21.75

Contract Limits

Total Billings	3,837.65	0.00	3,837.65
Contract Maximum			19,440.00
Remaining Contract			15,602.35

TOTAL AMOUNT DUE **\$3,837.65** ←

Billed-To-Date Summary

	Current	Prior	Total
Labor	2,555.00	0.00	2,555.00
Expense	1,260.90	0.00	1,260.90
In-House	21.75	0.00	21.75
Totals	3,837.65	0.00	3,837.65

O.K. to pay
 JMK 12/11/2018
 05.71.0901.002

Project Manager Mark Meisinger

Consent Agenda 1/2/19 (R)

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 8

To Owner: City of LaVista
 John Kottmann
 9900 Portal Road
 LaVista, NE 68128

Project: 3146- LaVista Garage District 2 Structure
 1

Application No.: 8

Distribution to :
 Owner
 Architect
 Contractor

From Contractor: Hawkins Construction Company Via Architect: DLR Group Matthew Gulsvig
 P.O. Box 9008
 Omaha, NE 68109

Period To: 12/31/2018

Project Nos: DLR-10-17105-00 Hawkins
 3146

Contract For:

Contract Date: 1/2/2018

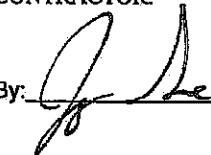
CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$3,863,000.00
2. Net Change By Change Order	\$152,477.91
3. Contract Sum To Date	\$4,015,477.91
4. Total Completed and Stored To Date.....	\$1,322,339.40
5. Retainage :	
a. 10.00% of Completed Work	\$126,333.94
b. 10.00% of Stored Material	\$5,900.00
Total Retainage	\$132,233.94
6. Total Earned Less Retainage	\$1,190,105.46
7. Less Previous Certificates For Payments	\$1,148,028.66
8. Current Payment Due	\$42,076.80
9. Balance To Finish, Plus Retainage	\$2,825,372.45

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: Hawkins Construction Company

By:  Date: 12/20/2018

State of: Nebraska

Subscribed and sworn to before me this

Notary Public: Stephanie A. Jeannette

My Commission expires: 9-28-2022

County of: Douglas
 20th day of December 2018

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 the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

O.K. to pay
 AMOUNT CERTIFIED \$42,076.80 ← 8MK 12-21-2018
 15.71.0911.003 KPW

(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 Matthew Gulsvig

By:  Date: 12/21/2018

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.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$153,277.91	\$800.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$153,277.91	\$800.00
Net Changes By Change Order	\$152,477.91	

Consent Agenda 1/2/19 (12)

CONTINUATION SHEET

Page 2 of 3

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. : 8

Application Date : 12/20/2018

To: 12/31/2018

Architect's Project No.: DLR-10-17105-00

Hawkins 3146

Invoice # : 8

Contract : 3146- LaVista Garage District 2 Structure 1

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place				
1	Bond	26,347.00	26,347.00	0.00	0.00	26,347.00	100.00%	0.00
2	Allowances	60,000.00	0.00	0.00	0.00	0.00	0.00%	60,000.00
3	Concrete Paving and Sidewalks	47,100.00	0.00	0.00	0.00	0.00	0.00%	47,100.00
4	Concrete Formwork	797,800.00	175,516.00	0.00	0.00	175,516.00	22.00%	622,284.00
5	Concrete Reinforcing	279,500.00	146,520.00	0.00	10,000.00	156,520.00	56.00%	122,980.00
6	C.I.P. Foundations	107,900.00	104,663.00	0.00	0.00	104,663.00	97.00%	3,237.00
7	C.I.P. Slab on Grade	439,900.00	228,748.00	0.00	0.00	228,748.00	52.00%	211,152.00
8	C.I.P. Walls & Columns	150,200.00	91,622.00	0.00	0.00	91,622.00	61.00%	58,578.00
9	C.I.P. Elevated Decks	440,453.00	0.00	0.00	0.00	0.00	0.00%	440,453.00
10	Post-tensioned Concrete	159,200.00	0.00	0.00	0.00	0.00	0.00%	159,200.00
11	Concrete Curing	20,900.00	0.00	0.00	0.00	0.00	0.00%	20,900.00
12	Precast Architectural Concrete	84,300.00	1,500.00	0.00	0.00	1,500.00	1.78%	82,800.00
13	Unit Masonry	158,500.00	0.00	0.00	0.00	0.00	0.00%	158,500.00
14	Metals	135,600.00	11,932.80	0.00	0.00	11,932.80	8.80%	123,667.20
15	Wood, Plastics and Composites	4,500.00	0.00	0.00	0.00	0.00	0.00%	4,500.00
16	Garage Waterproofing System	24,600.00	0.00	0.00	0.00	0.00	0.00%	24,600.00
17	Self-Adhering Sheet Waterproofing	8,400.00	7,140.00	0.00	0.00	7,140.00	85.00%	1,260.00
18	Water Repellents	900.00	0.00	0.00	0.00	0.00	0.00%	900.00
19	Thermal Insulation	3,200.00	0.00	0.00	0.00	0.00	0.00%	3,200.00
20	Metal Framing, Sheathing, DEFS	15,500.00	0.00	0.00	0.00	0.00	0.00%	15,500.00
21	Fluid-Applied Membrane Air Barriers	6,400.00	0.00	0.00	0.00	0.00	0.00%	6,400.00
22	TPO Roofing, Sheet Metal, Roof Expa	11,800.00	0.00	0.00	0.00	0.00	0.00%	11,800.00
23	Joint Sealants, Joint Firestopping, Pref	41,100.00	0.00	0.00	0.00	0.00	0.00%	41,100.00
24	HM Doors, Frames and Hardware	15,700.00	0.00	0.00	0.00	0.00	0.00%	15,700.00
25	Alum, Sotrefronts, Glazing, Fire-Resist	12,000.00	0.00	0.00	0.00	0.00	0.00%	12,000.00
26	High-Performance Coatings	64,900.00	0.00	0.00	0.00	0.00	0.00%	64,900.00
27	Fire Protection Cabinets & Extinguishe	2,500.00	0.00	0.00	0.00	0.00	0.00%	2,500.00
28	Signage	19,800.00	0.00	0.00	0.00	0.00	0.00%	19,800.00
29	Parking Access and Revenue Control	103,400.00	0.00	0.00	0.00	0.00	0.00%	103,400.00
30	Fire Supression Systems	16,400.00	0.00	0.00	0.00	0.00	0.00%	16,400.00
31	Plumbing & Site Utilities	170,600.00	153,540.00	0.00	0.00	153,540.00	90.00%	17,060.00
32	HVAC	11,800.00	0.00	0.00	0.00	0.00	0.00%	11,800.00

CONTINUATION SHEET

Page 3 of 3

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.

Invoice # : 8

Contract : 3146- LaVista Garage District 2 Structure 1

Application No. : 8

Application Date : 12/20/2018

To: 12/31/2018

Architect's Project No.: DLR-10-17105-00
Hawkins 3146

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored	G Total Completed and Stored To Date (Not in D or E)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
33	Electrical	200,800.00	35,248.00	24,752.00	49,000.00	109,000.00	54.28%	91,800.00	10,900.00
34	Ground Soil Improvement	92,400.00	92,400.00	0.00	0.00	92,400.00	100.00%	0.00	9,240.00
35	Garage Pavement Markings	5,400.00	0.00	0.00	0.00	0.00	0.00%	5,400.00	0.00
36	Chain Link Fences and Gates	13,100.00	0.00	0.00	0.00	0.00	0.00%	13,100.00	0.00
37	Excavation, Backfill, Hauling Soils	110,100.00	99,090.00	0.00	0.00	99,090.00	90.00%	11,010.00	9,909.00
38	Change Order 1	74,068.60	8,000.00	0.00	0.00	8,000.00	10.80%	66,068.60	800.00
39	Change Order 2	2,981.31	0.00	0.00	0.00	0.00	0.00%	2,981.31	0.00
40	Change Order 3	4,791.00	0.00	0.00	0.00	0.00	0.00%	4,791.00	0.00
41	Change Order 4	10,503.00	10,503.00	0.00	0.00	10,503.00	100.00%	0.00	1,050.30
42	Change Order 5	-800.00	-800.00	0.00	0.00	-800.00	100.00%	0.00	-80.00
43	Change Order 6	40,904.00	26,587.60	0.00	0.00	26,587.60	65.00%	14,316.40	2,658.76
44	Change Order 7	20,030.00	20,030.00	0.00	0.00	20,030.00	100.00%	0.00	2,003.00
Grand Totals			4,015,477.91	1,238,587.40	24,752.00	59,000.00	1,322,339.40	32.93%	2,693,138.51
									132,233.94

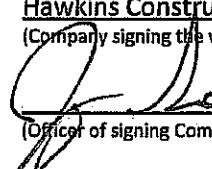


RELEASE & WAIVER

The undersigned **Hawkins Construction Company** has been employed by the **City of La Vista**, to furnish labor, services, material, fixtures, apparatus or machinery for said premises, which are known as **Off-Street Parking District No. 2 – Structure No. 1** in or near the **City of La Vista, State of Nebraska**; for and in consideration **\$1,148,028.66** representing the cumulative amount paid to the undersigned, receipt whereof is hereby acknowledged, does hereby waive, release and surrender any and all lien or claim (or any right of lien or claim) for labor, services, material, fixtures, apparatus or machinery furnished up to and including **November 30, 2018**. This Release & Waiver constitutes a **PARTIAL** release, satisfaction and waiver of claim or lien against **City of La Vista** or other party that may be liable therefore, whether based on contract or otherwise, including statutory liens or similar claims.

DATE: 12/20/2018
(Signing dated)

COMPANY: Hawkins Construction Company
(Company signing the waiver)

OFFICER: 
(Officer of signing Company)

TITLE: Vice President
(Officer's title of signing Company)



Invoice

Reference Invoice Number with Payment

HDR Engineering Inc.
Omaha, NE 68106
Phone: (402) 399-1000

HDR Invoice No. 1200161518
Invoice Date 10-DEC-2018
Invoice Amount Due \$14,352.45
Payment Terms 30 NET

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

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

Project Management for Services for Public Improvements and Other Works.

Professional Services
From: 28-OCT-2018 To: 24-NOV-2018

Professional Services Summarization	Hours	Billing Rate	Amount
Civil Engineer	49.75		7,303.42
Communications Coordinator	5.50		412.50
Construction Field Representative	49.50		3,823.88
Project Controller	1.25		126.11
Project Manager	7.50		1,684.80
Sr. Civil Engineer	4.00		640.80
	117.50		\$13,991.51
		Total Professional Services	\$13,991.51

Expense Summarization	Quantity	Billing Rate	Amount
Field/Office Supplies			104.90
Mileage Personal	455.60		248.25
Printing/Reprographics			7.79
Total Expenses			\$360.94

Amount Due This Invoice (USD) **\$14,352.45**

Fee Amount	\$675,289.00
Fee Invoiced to Date	\$390,495.07
Fee Remaining	\$284,793.93

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

Consent Agenda 1/2/19

(R)

R. Ramirez
12-19-18
05.71.0909.03

Invoice

HDR Invoice No. 1200161518
 Invoice Date 10-DEC-2018

Professional Services and Expense Detail

Project Number: 10053040
 Task Number: 1.0

Project Description: LaVista-Project Mgmt Svcs
 Task Description: Project Management

Professional Services	Hours	Billing Rate	Amount
Civil Engineer Christiansen, Adam P.	6.00	108.03	648.18
Project Controller Clifton, Rachel M	1.25	100.89	126.11
Project Manager Koenig, Christopher J	7.50	224.64	1,684.80
Sr. Civil Engineer Cain, Christopher A	4.00	160.20	640.80
	18.75		\$3,099.89
		Total Professional Services	\$3,099.89
Expense	Qty	Billing Rate	Amount
Mileage Personal Koenig, Christopher J	56.00	0.545	30.52
Printing/Regraphics ARC Document Solutions LLC			7.49
		Total Expense	\$38.01
		Total Task	\$3,137.90

Professional Services and Expense Detail

Project Number: 10053040
 Task Number: 2.0

Project Description: LaVista-Project Mgmt Svcs
 Task Description: Construction Team Coordination

Professional Services	Hours	Billing Rate	Amount
Civil Engineer Cain, Christopher A	36.75	160.20	5,887.35
Civil Engineer Crowe, Joseph Blaine	0.50	82.23	41.12
Civil Engineer Repaskey, Kyle J	6.50	111.81	726.77
	43.75		\$6,655.24
		Total Professional Services	\$6,655.24
Expense	Qty	Billing Rate	Amount
Mileage Personal Cain, Christopher A	15.00	0.54533	8.18
Mileage Personal Cain, Christopher A	168.00	0.545	91.56
Mileage Personal Crowe, Joseph Blaine	216.60	0.54474	117.99
		Total Expense	\$217.73
		Total Task	\$6,872.97

Invoice

HDR Invoice No. 1200161518
Invoice Date 10-DEC-2018

Professional Services and Expense Detail

Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs
Task Number:	3.0	Task Description:	Public Outreach
Professional Services			
Communications Coordinator	Veldhouse, Kristen Lynn	Hours	Billing Rate
		5.50	75.00
		5.50	\$412.50
		Total Professional Services	
			\$412.50
Expense			
Field/Office Supplies	First National Bank of Omaha	Qty	Billing Rate
Printing/Reprographics	ARC Document Solutions LLC		104.90
			0.30
		Total Expense	
			\$105.20
		Total Task	
			\$517.70

Professional Services and Expense Detail

Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs
Task Number:	6.0	Task Description:	Special Inspection Services
Professional Services			
Construction Field Representative	Hannafious, Cody J	Hours	Billing Rate
		49.50	77.25
		49.50	\$3,823.88
		Total Professional Services	
			\$3,823.88
		Total Task	
			\$3,823.88

Invoice

O.K. to pay

MK 12-12-2018

16.71.0909.003

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

olsson

December 11, 2018

Invoice No: 317244

Invoice Total	\$27,990.67	←
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City of La Vista NE
 8116 Park View Blvd
 La Vista, NE 68128-2198

Olsson Project # B16-0546

La Vista NE City Centre Phase 1 Public Infrastructure

Professional services rendered November 4, 2018 through December 1, 2018 for work completed in accordance with agreement dated October 7, 2016 and Amendment #1 dated July 7, 2017, Amendment #2 dated July 21, 2017, Amendment #3 dated November 21, 2017, Amendment #4 dated May 17, 2018, and Amendment #5 dated October 24, 2018.

NTP: 12.06.16

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

Phase	300	Project Management (Including Amendments 2, 3 & 5)
-------	-----	--

Labor

	Hours	Rate	Amount
Principal Egelhoff, Anthony	1.50	176.00	264.00 ✓
Assistant Professional Niewohner, Philip	.50	88.00	44.00 ✓
Administrative/Clerical Doty, Jennifer	.25	73.00	18.25 ✓
Totals	2.25		326.25
Total Labor			326.25
		Total this Phase	\$326.25 ✓

Phase	400	Construction Services (Including Amendments 3 & 5)
-------	-----	--

Labor

	Hours	Rate	Amount
Technician Belling, James	6.00	60.00	360.00 ✓
Crawford, Allison	2.50	60.00	150.00 ✓
Fredrick, Dulitha	2.00	60.00	120.00 ✓
Snyder, Sue	3.25	60.00	195.00 ✓

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Consent Agenda 1/2/19 @

Project	B16-0546	La Vista NE City Centre Phase 1 Public			Invoice	317244
Assistant Engineer						
Turek, Zachary		94.75	80.00	7,580.00	✓	
Associate Surveyor						
Peterson, Drew		9.00	110.00	990.00	✓	
Assistant Surveyor						
Keuck, Quentin		13.50	110.00	1,485.00	✓	
1-Man Survey Crew						
Drake, Brian		9.00	110.00	990.00	✓	
2-Man Survey Crew						
Bang, Joshua		6.00	150.00	900.00	✓	
Rokusek, Zachary		5.50	150.00	825.00	✓	
Team/Technical Leader						
Egelhoff, Anthony		11.50	176.00	2,024.00	✓	
Underwood, James		1.00	176.00	176.00	✓	
Construction Services Senior Technician						
Markham, Matthew		35.75	80.00	2,860.00	✓	
Administrative						
Zablocki, Stacy		3.00	73.00	219.00	✓	
Project Engineer						
Golka, Michael		.50	156.00	78.00	✓	
Team Leader						
Rothanzl, Terrence		1.50	112.00	168.00	✓	
Totals		204.75		19,120.00		
Total Labor						19,120.00 ✓

Unit Billing

Compressive Strength - Concrete

10/30/2018	4 Tests @ \$15/Test	60.00	
10/31/2018	4 Tests @ \$15/Test	60.00	
11/2/2018	5 Tests @ \$15/Test	75.00	
11/7/2018	4 Tests @ \$15/Test	60.00	
Total Units		255.00	255.00 ✓
		Total this Phase	\$19,375.00

Phase	401	Construction Services 1B (Incl Amendment 3)
		Total this Phase

Total this Phase **0.00**

Phase	402	SWPPP Inspections (Including Amendment 5)
Fee		

Number of Mo Insp Fees	1.00
Fee Each	800.00
Subtotal	800.00

Subtotal **800.00** ✓

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	317244
			Total this Phase	\$800.00
Phase	900	Expenses (Including Amendment 5)		
Reimbursable Expenses				
		Auto	2,392.32	
		Telephone	1.23	
		Personal Vehicle Mileage	21.27	
		Total Reimbursables	2,414.82	2,414.82
Unit Billing				
		Field Vehicle	364.0 Miles @ 0.75	273.00
		Field Vehicle	6.0 Miles @ 0.75	4.50
		Field Vehicle	21.0 Miles @ 0.75	15.75
		Field Vehicle	10.0 Miles @ 0.75	7.50
		Field Vehicle	19.0 Miles @ 0.75	14.25
		Field Vehicle	13.0 Miles @ 0.75	9.75
		Field Vehicle	15.0 Miles @ 0.75	11.25
		Field Vehicle	27.0 Miles @ 0.75	20.25
		Line Drawing-Bond		3.75
		Survey Supplies		80.60
		Total Units	440.60	440.60
			Total this Phase	\$2,855.42
Phase	910	Amendment 1 Pavement Rehabilitation Topo Survey		
			Total this Phase	0.00
Phase	911	Amendment 1 Pavement Rehabilitation Pavement Roadway Design		
Labor				
		Hours	Rate	Amount
	Assistant Engineer			
	Luchtel, Michael	1.75	80.00	140.00 ✓
	Williams, Nathan	16.00	80.00	1,280.00 ✓
	Team/Technical Leader			
	Egelhoff, Anthony	2.25	176.00	396.00 ✓
	Totals	20.00		1,816.00
	Total Labor			1,816.00 ✓
			Total this Phase	\$1,816.00

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	317244
Phase	912	Amendment 1 Pavement Rehabilitation Bidding Documents & Process		
			Total this Phase	0.00
Phase	913	Amendment 1 Pavement Rehabilitation Project Management		
Labor				
			Hours	Rate
Principal				Amount
Egelhoff, Anthony			1.75	176.00
Totals			1.75	308.00
Total Labor				308.00
			Total this Phase	\$308.00
Phase	915	Amendment 1 Pavement Rehabilitation Expenses		
			Total this Phase	0.00
Phase	920	Amendment 1 Access Improvements Topographic Survey		
			Total this Phase	0.00
Phase	921	Amendment 1 Access Improvements Design		
Labor				
			Hours	Rate
Principal				Amount
Rolling, Christopher			4.50	176.00
Assistant Professional				792.00
Bellizzi, Daniel			.50	106.00
Kosiski, Kara			1.50	88.00
Totals			6.50	132.00
Total Labor				977.00
			Total this Phase	\$977.00
Phase	922	Amendment 1 Access Improvements Bidding Documents & Processing		

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	317244
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Total this Phase **0.00**

Phase 923 Amendment 1 Access Improvements Project Management

Total this Phase **0.00**

Phase 925 Amendment #1 Access Improvements Expenses

Total this Phase **0.00**

Phase 930 Amendment #4 84th Street Pavement & Sewers

Labor

	Hours	Rate	Amount
Technician Hineline, Mitchell	6.00	60.00	360.00
Assistant Engineer Turek, Zachary	2.25	80.00	180.00
Team/Technical Leader Egelhoff, Anthony	3.25	176.00	572.00
Construction Services Senior Technician Markham, Matthew	2.50	80.00	200.00
Administrative Zablocki, Stacy	2.00	73.00	146.00
Totals	16.00		1,458.00
Total Labor			1,458.00

Unit Billing

Compressive Strength - Concrete

10/30/2018	5 Tests @ \$15/Test	75.00
	Total Units	75.00
		75.00
	Total this Phase	\$1,533.00

Billing Limits

	Current	Prior	To-Date
Total Billings	27,990.67	775,107.41	803,098.08
Limit			990,226.50
Balance Remaining			187,128.42

AMOUNT DUE THIS INVOICE **\$27,990.67**

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	317244
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Outstanding Invoices

Number	Date	Balance
315578	11/15/2018	40,877.90
Total		40,877.90

Email Invoices to: jkottmann@cityoflavista.org

Authorized By: Anthony Egelhoff

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS



November 30, 2018

Project No: R3001.477.01
 Invoice No: 44887

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

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

Professional Services through November 30, 2018

Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Schematic Design	14,400.00	100.00	14,400.00	14,400.00	0.00
Design Development	20,900.00	100.00	20,900.00	20,900.00	0.00
Construction Documents	22,600.00	100.00	22,600.00	22,600.00	0.00
Bidding/Negotiation	5,000.00	100.00	5,000.00	5,000.00	0.00
Contract Administration	20,900.00	70.00	14,630.00	12,540.00	2,090.00
Post-Occupancy	600.00	0.00	0.00	0.00	0.00
Total Fee	84,400.00		77,530.00	75,440.00	2,090.00
			Total Fee		2,090.00

Reimbursable Expenses

Printing	9.30
Total Reimbursables	9.30
	9.30

Total this Invoice **\$2,099.30** ✓

Outstanding Invoices

Number	Date	Balance
44791	10/31/2018	7,417.82
Total		7,417.82

O.K. to pay
 fmk 12-19-2018
 16.71.0942.003

Consent Agenda 1/2/19 (2)



Invoice

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

olsson

December 18, 2018
Invoice No: 318847

John Kottmann
City Engineer/Assistant Public Works Director
City of La Vista NE
La Vista Community Development Agency
9900 Portal Rd
La Vista, NE 68128

Invoice Total **\$561.00**

O.K. to pay
GMK 12-19-2018
16.71.0907.003

Phase 100 Survey Verification

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	5,000.00	5,000.00
Limit			5,000.00
Total this Phase			0.00

Phase 110 Survey (Post Construction Verification)

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	17,500.00	17,500.00
Limit			17,500.00
		Total this Phase	0.00

Phase 200 Utility & Tenant Coordination

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	15,000.00	15,000.00
Limit			15,000.00
		Total this Phase	0.00

Phase 210 Preliminary Construction Documents

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Consent Agenda 1/2/19

Project	A16-0546	LaVista 84th St Site Preparation	Invoice	318847
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Billing Limits		Current	Prior	To-Date
Total Billings		0.00	13,168.25	13,168.25
Limit				15,000.00
Balance Remaining				1,831.75
Total this Phase				0.00

Phase 220 Final Construction Documents

Billing Limits		Current	Prior	To-Date
Total Billings		0.00	30,000.00	30,000.00
Limit				30,000.00
Total this Phase				0.00

Phase 300 Project Management

Labor		Hours	Rate	Amount
Assistant Professional				
Niewohner, Philip		4.50	88.00	396.00
Totals		4.50		396.00
Total Labor				396.00

Billing Limits		Current	Prior	To-Date
Total Billings		396.00	26,340.25	26,736.25
Limit				30,000.00
Balance Remaining				3,263.75
Total this Phase				\$396.00

Phase 400 On-Site Construction Administration

Billing Limits		Current	Prior	To-Date
Total Billings		0.00	28,500.00	28,500.00
Limit				28,500.00
Total this Phase				0.00

Phase 410 SWPPP Inspections

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	A16-0546	LaVista 84th St Site Preparation	Invoice	318847
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Labor

	Hours	Rate	Amount
SWPPP Inspections	2.75	60.00	165.00
Totals	2.75		165.00
Total Labor			165.00
Billing Limits	Current	Prior	To-Date
Total Billings	165.00	5,250.00	5,415.00
Limit			8,000.00
Balance Remaining			2,585.00
		Total this Phase	\$165.00

Phase	420	On-Site Construction Observation
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	Current	Prior	To-Date
Billing Limits			
Total Billings	0.00	41,859.75	41,859.75
Limit			45,000.00
Balance Remaining			3,140.25
		Total this Phase	0.00

Phase	430	Special Inspections / Testing
-------	-----	-------------------------------

	Current	Prior	To-Date
Billing Limits			
Total Billings	0.00	8,000.00	8,000.00
Limit			8,000.00
		Total this Phase	0.00

Phase	900	Expenses
-------	-----	----------

	Current	Prior	To-Date
Billing Limits			
Total Billings	0.00	6,078.74	6,078.74
Limit			10,000.00
Balance Remaining			3,921.26
		Total this Phase	0.00

AMOUNT DUE THIS INVOICE **\$561.00**

Email Invoices to: jkottmann@cityoflavista.org

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

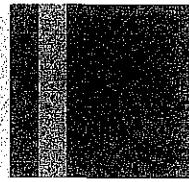
Project	A16-0546	LaVista 84th St Site Preparation	Invoice	318847
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Authorized By: Eric Williams

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

A-12

Rotella's Italian Bakery Inc.
6949 S 108th St
LaVista, NE 68128
402-592-6600



INVOICE

12-14-18

LaVista Public Works Department
Attn: John Kottmann
9900 Portal Rd
LaVista, NE 68128

One third of cost to complete the connection to Storm Sewer on 108th St as agreed upon.

One third cost is \$ 4,238.33 ←

Copy of total bill from Eyman Plumbing is attached for reference.

Thank you very much for your help John

O.K. to pay

JK 12-21-2018

05.71.0895.003

Sincerely,

Dean G. Jacobsen
Dean G. Jacobsen
Controller

Consent Agenda 1/2/19 (P2)



PLEASE PAY FROM THIS INVOICE

REMIT PAYMENT TO:

Eyman Plumbing, Inc.
8506 S 117th St
LaVista, NE 68128

PHONE **(402) 731-2727** FAX **(402) 731-4538**



SERVICE - CONSTRUCTION
OUTSIDE UTILITIES

DATE **INVOICE NO.**

11/16/2018 SD46173

Page 1 of 1

CUST NO.

4661

BILL TO:

Rotellas Italian Bakery Inc
6949 S 108th St
LaVista, NE 68128-5703

DATE OF SERVICE

9/24/2018

Who Called

Barry 402-718-1242

Dispatch No:

129602

SERVICE AT:

Rotellas Italian Bakery Inc
6949 S 108th St
LaVista, NE 68128-5703

DESCRIPTION OF REPAIR:

Storm Sewer repair.

Terms: 16% APR interest rate
applies to unpaid balances after
31 days.

P/O NO.

WORK ORDER

TERMS

Net 60 Days

1/15/2019

Description	Quantity	Unit of Measure	Unit Price	Extended Price
Bid Labor Non-Taxable	1.00	EA	4,513.82	4,513.82
Service Bid Material	1.00	EA	7,629.00	7,629.00

Pay your invoice online
Leave a review:
www.trusteyman.com

Subtotal	12,142.82
Tax Amount	572.18
Discount	0.00
Payment	0.00

TOTAL **12,715.00**

PLEASE INCLUDE YOUR CUSTOMER AND INVOICE NUMBER ON YOUR PAYMENT



2111 S 36th St, Ste 200
Omaha, NE 68106

Contractor's Application for Payment No. 3

Application Period:		Application Date: 12/21/2018
To (Owner): City of LaVista	From (Contractor): <i>Swain Construction</i>	Via (Engineer): Olsson Associates
Project: 84th Street Improvements	Contract: 84th Street Access Improvements	
Owner's Contract No.: N/A	Contractor's Project No.: C1818	Engineer's Project No.: B16-0546

Application For Payment Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE..... \$ 529,953.11
Number	Additions	Deductions	2. Net change by Change Orders..... \$ 10,383.00
1	\$10,383.00		3. Current Contract Price (Line 1 ± 2)..... \$ 540,336.11
			4. TOTAL COMPLETED AND STORED TO DATE (Column M on Progress Estimate)..... \$ 151,016.36
			5. RETAINAGE:
			a. 10% X 28% Work Completed..... \$ 10,561.14
			b. X Stored Material..... \$
			c. Total Retainage (Line 5a + Line 5b)..... \$ 10,561.14
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5)..... \$ 140,455.22
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 95,050.22
			8. AMOUNT DUE THIS APPLICATION..... \$ 45,405.00
			9. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 399,880.89
TOTALS	\$10,383.00		
NET CHANGE BY CHANGE ORDERS	\$10,383.00		

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

O.K. to pay

SMK 12-21-2018

16.71.0909.003

By: <i>Art N. L. -</i>	Date: 12/21/18
------------------------	----------------

Payment of: \$ 45,405.00 ←
(Line 8 or other - attach explanation of the other amount)
Approved by: *Anthony E. S. -* 12/21/18
Engineer/Authorized Field Manager (Date)



December 21, 2018

City of La Vista
Attn: John Kottmann
9900 Portal Road
La Vista, NE 68128

RE: City of La Vista 84th Street Access Improvements
Contractor Application for Payment
Olsson Associates Project No. B16-0546

Enclosed is Pay Application #3 for stored materials by Swain Construction, and their subcontractor. We have verified the quantities of stored materials, and per agreement are not holding retainage. Therefore, we recommend the City of La Vista make payment to Swain Construction in the amount of **\$45,405.00** for said work.

If you have any questions or require additional information, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Anthony Egelhoff". Below the signature, the name "Anthony Egelhoff, P.E." is printed in a smaller, sans-serif font.



Matthew Markham, Field Manager

Enclosure: Pay Application w/ back-up
CC: Swain Construction
File

SWAIN CONSTRUCTION, INC.
6002 NORTH 89TH CIRCLE
OMAHA, NE 68134

DATE: 12/20/18
ESTIMATE #: 3
JOB #: C1818

OWNER / ENGINEER

City of La Vista, Nebraska
8116 Park View Boulevard
La Vista, Nebraska 68128

PROJECT DESCRIPTION

84th Street Redevelopment Area
84th Street Access Improvements
84th & City Centre Drive

ITEM #	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	QUANTITY TO DATE	TOTAL PRICE
1	MOBILIZATION	1.00	LS	38,212.00	0.50	19,106.00
2	GENERAL CLEARING & GRUBBING	1.00	LS	2,994.00	0.50	1,497.00
3	REMOVE PAVEMENT	1,266.00	SY	10.30	87.00	896.10
4	REMOVE SIDEWALK	4,282.00	SF	0.96	1,638.00	1,572.48
5	REMOVE MEDIAN SURFACING	626.00	SF	1.01		0.00
6	SAW CUT - FULL DEPTH	1,954.00	LF	4.18	393.00	1,642.74
7	EXCAVATION - ON SITE	924.00	CY	12.45	211.00	2,626.95
8	REMOVE 15" TO 18" SEWER PIPE	445.00	LF	14.40	63.00	907.20
9	REMOVE MANHOLE	4.00	EA	500.00	1.00	500.00
10	REMOVE CURB INLET	6.00	EA	457.00	2.00	914.00
11	REMOVE SIGN	2.00	EA	87.15		0.00
12	CONSTRUCT 9 INCH CONCRETE PAVEMENT (TYPE 47B-3500)	2,225.00	SY	57.00	640.00	36,480.00
13	CONSTRUCT 6 INCH PCC SIDEWALK (TYPE 47B-3500)	5,240.00	SF	5.10	1,957.00	9,980.70
14	CONSTRUCT 6 INCH COLORED IMPRINTED PCC SURFACING	307.00	SF	9.88	307.00	3,033.16
15	CONSTRUCT 6 INCH CONCRETE MEDIAN SURFACING	1,420.00	SF	6.97		0.00
16	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPR	30.00	TS	310.00	0.50	155.00
17	CONSTRUCT COMBINATION CURB & GUTTER	636.00	LF	24.00		0.00
18	CONSTRUCT CURB RAMP	361.00	SF	14.75	172.00	2,537.00
19	CONSTRUCT DETECTABLE WARNING PANEL	86.00	SF	14.85	40.00	594.00
20	DRILL & GROUT TIE BARS	480.00	EA	5.00	141.00	705.00
21	CONSTRUCT AGGREGATE BEDDING FOR 18" STORM SEWER PIPE	192.00	LF	5.97	42.00	250.74
22	CONSTRUCT AGGREGATE BEDDING FOR 24" STORM SEWER PIPE	11.00	LF	7.58		0.00
23	CONSTRUCT 18" RCP, CLASS III	192.00	LF	52.95	42.00	2,223.90
24	CONSTRUCT 24" RCP, CLASS III	11.00	LF	73.85		0.00
25	CONSTRUCT 54" I.D. STORM MANHOLE	23.40	VF	567.00	10.50	5,953.50
26	CONSTRUCT CURB INLET, TYPE I	5.00	EA	3,388.00	2.00	6,776.00
27	CONSTRUCT 24" CONCRETE COLLAR	1.00	EA	260.00		0.00
28	ADJUST MANHOLE TO GRADE	4.00	EA	239.00	2.00	478.00
29	INSTALL EXTERNAL FRAME SEAL	1.00	EA	443.00		0.00
30	PROVIDE TEMPORARY TRAFFIC CONTROL	1.00	LS	12,028.00	0.33	3,969.24
31	INSTALL SEEDING TURF (EROSION CONTROL TYPE II)	0.41	AC	6,729.00	0.17	1,143.93
32	INSTALL INLET PROTECTION	5.00	EA	167.00	3.00	501.00
33	REMOVE EXISTING TRAFFIC SIGNAL	1.00	EA	3,357.00		0.00
34	INSTALL PEDESTAL POLE, TYPE PP-10	2.00	EA	1,053.00		0.00
35	COMB. MAST ARM SIGNAL & LIGHT POLE, TYPE CMP-45-12-40	1.00	EA	20,905.00		0.00
36	COMB. MAST ARM SIGNAL & LIGHT POLE, TYPE CMP-55-12-40	1.00	EA	21,389.00		0.00
37	COMB. MAST ARM SIGNAL & LIGHT POLE TYPE CMP-60-12-40	1.00	EA	21,675.00		0.00
38	TRAFFIC SIG., TYPE TS-1, W/T36 FACE, BKPLT & MA-5 MTG	5.00	EA	858.00		0.00
39	TRAFFIC SIG., TYPE TS-1A, W/T31 FACE & B-4 ALT. MTG	3.00	EA	800.00		0.00
40	TRAFFIC SIG., TYPE TS-1L W/T37 FACE, BKPLT & MA-5 MTG	2.00	EA	883.00		0.00
41	TRAFFIC SIG., TYPE TS-1LFF W/T43F FACE, BKPLT & MA-5 MTG	1.00	EA	1,054.00		0.00
42	PEDESTRIAN SIGNAL, TYPE PS-1 W/T-24 FACE & B-4 ALT MTG	2.00	EA	638.00		0.00
43	PEDESTRIAN PUSH BUTTON, TYPE PPB	2.00	EA	211.00		0.00
44	TRAFFIC SIGNAL CONTROLLER CABINET, TYPE TC-2070LX	1.00	EA	28,214.00		0.00

45	PULL BOX, TYPE PB-6	4.00	EA	792.00		0.00
46	PULL BOX, TYPE PB-8 (OMITTED)					
46	2" PVC OR HDPE CONDUIT - TRENCHED	314.00	LF	9.33		0.00
47	3" HDPE CONDUIT - TRENCHED	403.00	LF	9.79		0.00
48	3" HDPE CONDUIT - BORED	645.00	LF	27.80		0.00
49	SERVICE CABLE (SC)	440.00	LF	2.32		0.00
51	SERVICE ENTRANCE CABLE (SEC) (OMITTED)					
50	SERVICE DISCONNECT PEDESTAL	1.00	EA	3,876.00		0.00
51	16/C NO. 14 AWG TRAF. SIGNAL CABLE	610.00	LF	5.17		0.00
52	5/C NO. 14 AWG TRAF. SIGNAL CABLE	377.00	LF	2.09		0.00
53	3/C #6 STREET LIGHTING CABLE	585.00	LF	4.05		0.00
54	2/C #16 AWG PEDESTRAIN PUSH BUTTON LEAD-IN CABLE	377.00	LF	1.19		0.00
55	1/C #8 BARE COPPER GROUNDING CONDUCTOR	608.00	LF	1.51		0.00
56	INSTALL 200W STREET LIGHT LUMINAIRE	3.00	EA	572.00		0.00
57	INSTALL OVERHEAD SIGN	1.00	LS	4,720.00		0.00
58	ASCT DETECTION SYSTEM INSTALL., STOP BAR - 3 APPROACH	1.00	EA	23,955.00		0.00
59	UNINTERRUPTABLE POWER SUPPLY	1.00	EA	9,280.00		0.00
60	REMOVE MARKING LINES	140.00	LF	3.78		0.00
61	PERMANENT PAINT MARKING - 5" WHITE	740.00	LF	1.00	150.00	150.00
62	PERM. PREF. TAPE MARKING - TYPE 3, 24" WHITE, GROOVED	50.00	LF	28.90		0.00
63	PERM. PREF. TAPE MARKING SYMBOL - ARROW, WHITE	3.00	EA	478.00		0.00
64	PERM. PAINTED PAVEMENT MARKING SYMBOL - ARROW, WHITE	4.00	EA	103.00		0.00
65	INSTALL TRAFFIC POSTS AND SIGNS	1.00	LS	2,313.00	0.44	1,017.72
66	RENTAL OF LOADER, FULLY OPERATED	5.00	HR	99.95		0.00
67	RENTAL OF BACKHOE, FULLY OPERATED	5.00	HR	117.00		0.00
68	RENTAL OF DUMP TRUCK, FULLY OPERATED	5.00	HR	84.15		0.00
69	RENTAL OF SKID LOADER, FULLY OPERATED	5.00	HR	59.25		0.00
70	RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY	5.00	HR	117.00		0.00
71	RENTAL OF VACUUM TRUCK, FULLY OPERATED	5.00	HR	306.00		0.00

CHANGE ORDER #1

72	SWAIN 2019 INCREASE COSTS	1.00	LS	5,700.00		0.00
73	COMMONWEALTH 2019 INCREASE COSTS	1.00	LS	2,141.00		0.00
74	TODCO 2019 INCREASE COSTS	1.00	LS	1,270.00		0.00
75	TRAFFIC SIGNAL FOUNDATION DESIGNS	1.00	LS	1,272.00		0.00

STORED MATERIALS

SM-1	STORED MATERIALS - MID AMERICAN SIGNAL	1.00	LS	-51,605.00	1.00	51,605.00
				↗ \$45,405.00		0.00
						0.00

REDUCING PAYMENT OF
STORED MATERIALS BY
\$6,200.00 UNTIL BATTERY
BACKUP SYSTEM IS ADDED
WITH CO#2

TOTAL WORK COMPLETED TO DATE 105,611.36

LESS RETAINAGE 10.000% 10,561.14

WORK COMPLETED LESS RETAINAGE 95,050.22

TOTAL PAID PREVIOUS ESTIMATES 95,050.22

AMOUNT OWED BEFORE STORED MATERIALS 0.00

TOTAL STORED MATERIALS -51,605.00

\$45,405.00

AMOUNT OWED BTHIS PAY ESTIMATE -51,605.00

\$45,405.00

A-14

INVOICE



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

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

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

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

Invoice number 129547
Date 12/18/2018

Project 0171-417 LA VISTA PHASE 2 GOLF
COURSE TRANSFORMATION - PROPOSED LAKE IMPROVEMENTS

Professional Services from November 12, 2018 through December 09, 2018

PO #18-0080

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Construction Staking - Sanitary Sewer Relocation Phase 2	3,000.00	2,258.00	742.00	0.00
Construction Staking - Trail Phase 2	5,000.00	4,882.55	117.45	0.00
Pre-Construction "As-Built" Survey Phase 2	7,500.00	3,527.50	3,972.50	0.00
Post Construction "As-Built Survey Phase 2	7,500.00	0.00	7,500.00	0.00
Construction Administration - Sanitary Sewer Relocation Ph 2	7,500.00	4,660.20	2,762.30	77.50
Meetings	8,000.00	2,154.55	5,312.90	532.55
Construction Testing - Sanitary Sewer Relocation Phase 2	25,000.00	7,073.64	17,693.86	232.50
Construction Testing - Trail Phase 2	15,000.00	6,179.59	6,153.16	2,667.25
3D Video Update Phase 2	5,500.00	5,229.39	270.61	0.00
Total	84,000.00	35,965.42	44,524.78	3,509.80

Invoice total 3,509.80

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
129547	12/18/2018	3,509.80	3,509.80				
	Total	3,509.80	3,509.80	0.00	0.00	0.00	0.00

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

O.K. to pay
JMK 12-21-2018
16.71.0942.003

Consent Agenda 1/2/19 (re)

User: mgustafson

DB: La Vista

Check #

Check #	Check Date	Vendor Name	Amount	Voided
128573	12/19/2018	ACTION BATTERIES UNLTD INC	18.95	N
128574	12/19/2018	BIG BROTHERS BIG SISTERS	200.00	N
128575	12/19/2018	DULTMEIER SALES & SERVICE	88.40	N
128576	12/19/2018	FITZGERALD SCHORR BARMETTLER	55,313.65	N
128578	12/19/2018	GILMORE & BELL PC	31,500.00	N
128579	12/19/2018	GRAHAM CONSTRUCTION, INC	364,653.86	N
128580	12/19/2018	GROSS BELGIANS INC	700.00	N
128581	12/19/2018	JOHNSTONE SUPPLY CO	16.92	N
128582	12/19/2018	MARK A KLINKER	200.00	N
128583	12/19/2018	MENARDS-RALSTON	110.15	N
128584	12/19/2018	OFFICE DEPOT INC	199.82	N
128585	12/19/2018	OMAHA PUBLIC POWER DISTRICT	5,185.21	N
128586	12/19/2018	SARPY COUNTY ECONOMIC DEV.CORP	25.00	N
128587	12/19/2018	THE NOVAK CONSULTING GROUP, INC.	15,161.00	N
128588	12/19/2018	THOMPSON DREESSEN & DORNER	25,175.10	N
128589	12/19/2018	TOSHIBA FINANCIAL SERVICES	138.00	N
128590	01/02/2019	A & D TECHNICAL SUPPLY CO	138.00	N
128591	01/02/2019	AED ZONE	636.00	N
128592	01/02/2019	ALL TRAFFIC SOLUTIONS, INC.	5,734.00	N
128593	01/02/2019	ASPHALT & CONCRETE MATERIALS	501.50	N
128594	01/02/2019	BARONE SECURITY SYSTEMS	126.00	N
128595	01/02/2019	BISHOP BUSINESS EQUIPMENT	1,108.43	N
128596	01/02/2019	BLACK HILLS ENERGY	2,259.92	N
128597	01/02/2019	CENTER POINT PUBLISHING	364.32	N
128598	01/02/2019	CENTURY LINK	341.14	N
128599	01/02/2019	CINTAS CORPORATION	633.83	N
128600	01/02/2019	CITY OF PAPILLION	170,868.25	N
128601	01/02/2019	CORNHUSKER INTL TRUCKS INC	396.19	N
128602	01/02/2019	COX COMMUNICATIONS	147.03	N
128603	01/02/2019	CULLIGAN OF OMAHA	14.00	N
128604	01/02/2019	CUMMINS CENTRAL POWER LLC	221.25	N
128605	01/02/2019	DATASHIELD CORPORATION	120.00	N
128606	01/02/2019	DELL MARKETING L.P.	141.02	N
128607	01/02/2019	DI GIORGIO'S SPORTSWEAR INC	183.21	N
128608	01/02/2019	DIAMOND VOGEL PAINTS	119.87	N
128609	01/02/2019	DOUGLAS COUNTY SHERIFF'S OFC	962.50	N
128610	01/02/2019	DB MARKETING TEAM, INC	238.74	N
128611	01/02/2019	DULTMEIER SALES & SERVICE	57.65	N
128612	01/02/2019	EXPRESS DISTRIBUTION LLC	28.06	N
128613	01/02/2019	FBG SERVICE CORPORATION	5,965.00	N
128614	01/02/2019	FELSBURG HOLT & ULLEVIG	571.32	N
128615	01/02/2019	FINDAWAY WORLD, LLC	1,189.91	N
128616	01/02/2019	FIRST NATIONAL BANK FREMONT	318,808.75	N
128617	01/02/2019	FIRST WIRELESS INC	113.60	N
128618	01/02/2019	FOCUS PRINTING	75.00	N
128619	01/02/2019	GALE	47.23	N
128620	01/02/2019	GCR TIRES & SERVICE	331.21	N
128621	01/02/2019	GENERAL FIRE & SAFETY EQUIP CO	2,928.00	N
128622	01/02/2019	HANEY SHOE STORE	150.00	N
128623	01/02/2019	HENKE MANUFACTURING CORP	186.58	N
128624	01/02/2019	HOCKENBERGS	66.23	N
128625	01/02/2019	HUNTEL COMMUNICATIONS, INC	3,171.30	N
128626	01/02/2019	HURST, JEAN	72.21	N
128627	01/02/2019	HY-VEE INC	60.00	N
128628	01/02/2019	INGRAM LIBRARY SERVICES	3,410.85	N
128629	01/02/2019	J & J SMALL ENGINE SERVICE	976.25	N
128630	01/02/2019	GRUNWALD MECHANICAL CONTRACT	57,715.00	N
128631	01/02/2019	LELAND APPAREL	150.00	N
128632	01/02/2019	LEXIS NEXIS MATTHEW BENDER	247.10	N
128633	01/02/2019	LOU'S SPORTING GOODS	72.00	N

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
128634	01/02/2019	MATHESON TRI-GAS INC	238.52	N
128635	01/02/2019	MAX I WALKER UNIFORM RENTAL	1,098.98	N
128636	01/02/2019	CATHERINE DEMES MAYDEW	3,233.75	N
128637	01/02/2019	MENARDS-RALSTON	118.14	N
128638	01/02/2019	METROPOLITAN UTILITIES DIST.	1,532.28	N
128640	01/02/2019	MIDWEST TAPE	76.57	N
128641	01/02/2019	MSC INDUSTRIAL SUPPLY CO	225.51	N
128642	01/02/2019	NATIONAL EVERYTHING WHOLESALE	822.34	N
128643	01/02/2019	NEBRASKA CODE OFFICIALS ASSN	150.00	N
128644	01/02/2019	NEBRASKA LTAP TRAINING	400.00	N
128645	01/02/2019	NEBRASKA SALT & GRAIN COMPANY	1,706.25	N
128646	01/02/2019	NETWORKFLEET, INC	1,424.93	N
128647	01/02/2019	OFFICE DEPOT INC	261.61	N
128648	01/02/2019	PAYLESS OFFICE PRODUCTS INC	95.37	N
128649	01/02/2019	PETTY CASH-PAM BUETHE	102.98	N
128650	01/02/2019	PLAINS EQUIPMENT GROUP	920.21	N
128651	01/02/2019	R. L. CRAFT CO., INC	1,477.60	N
128652	01/02/2019	RAINBOW GLASS & SUPPLY	39.95	N
128653	01/02/2019	SESAC LLC	438.00	N
128654	01/02/2019	SIGN IT	325.00	N
128655	01/02/2019	SUBURBAN NEWSPAPERS INC	78.00	N
128656	01/02/2019	TRACTOR SUPPLY CREDIT PLAN	30.98	N
128657	01/02/2019	VERIZON WIRELESS	209.45	N
128658	01/02/2019	WAL-MART COMMUNITY BRC	1,299.67	N

TOTAL: 1,096,640.60

APPROVED BY COUNCIL MEMBERS ON: 01/02/2019

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 2, 2019 AGENDA

Subject:	Type:	Submitted By:
ADOPT MUNICIPAL CODE SECTION 93.060 DESIGN GUIDELINES AND SPECIFICATIONS FOR WIRELESS FACILITIES	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	TOMMY PROUHET ASSISTANT TO THE CITY ADMINISTRATOR

SYNOPSIS

An ordinance has been prepared for Council to consider adoption of an addition to the Municipal Code regarding Design Guidelines and Specifications for wireless facilities.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

Increased demand for the limited space within the City's right-of-way requires that the City of La Vista address the visual impact, space requirements, and safety of utility and communications equipment located along roadways and on other City-owned property. After reviewing best practices of other cities across the country, and with guidance from local government organizations and the City Attorney, staff drafted and recommends approval of a set of ***Design Guidelines for the Installation of Wireless Facilities in Public Right-of-Way***. A corresponding section of the Municipal Code must be created indicating adoption of said Guidelines.

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, TO ADOPT AND CODIFY OFFICIAL DESIGN CRITERIA AND SPECIFICATIONS FOR THE INSTALLATION OF WIRELESS FACILITIES INCLUDING BUT NOT LIMITED TO NETWORK NODES AND NODE SUPPORT POLES AS SECTION 93.060 OF THE LA VISTA MUNICIPAL CODE; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

Section 1. That the Official Design Criteria and Specifications for the Installation of Wireless Facilities including but not limited to Network Nodes and Node Support Poles is hereby adopted, enacted and codified as Section 93.060 of the La Vista Municipal Code.

Section 93.060 OFFICIAL DESIGN CRITERIA AND SPECIFICATIONS FOR THE INSTALLATION OF WIRELESS FACILITIES INCLUDING BUT NOT LIMITED TO NETWORK NODES AND NODE SUPPORT POLES

The Mayor and City Council of the city by ordinance or resolution shall establish, and from time to time shall add to, subtract from, or modify as determined necessary or appropriate, design criteria and specifications for the collocation or installation of all wireless facilities including but not limited to network nodes and node support poles, and related use of or work in right of way, and when such design criteria and specifications have been adopted, or from time to time added to, subtracted from, or modified, and filed with the City Clerk, they shall be the official design criteria and specifications of the city and shall be incorporated into and known as the Design Guidelines for the Installation of Wireless Facilities in Public Right-of-Way. Such design criteria and specifications shall be effective with respect to all collocations, installations, applications, and proposals for collocation or installation, of wireless facilities including but not limited to network nodes or node support poles, and related use of or work in right of way, on or after January 1, 2019, unless a different date is specified from time to time by the Mayor and City Council. All wireless facilities including but not limited to network nodes and node support poles, and related use of or work in right of way, in the city, and the areas outside the city limits and within the city's extraterritorial jurisdiction, shall conform with the Design Guidelines for the Installation of Wireless Facilities in Public Right-of-Way.

Section 2. Repeal of Conflicting Provisions. Any conflicting provision of any previously enacted ordinance is hereby repealed.

Section 3. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 4. Effective Date. This ordinance shall be in full force and effect from and after its passage, approval and publication in accordance with applicable law.

PASSED AND APPROVED THIS 2ND DAY OF JANUARY, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 2, 2019 AGENDA

Subject:	Type:	Submitted By:
DESIGN GUIDELINES FOR THE INSTALLATION OF WIRELESS FACILITIES IN PUBLIC RIGHT-OF-WAY	◆ RESOLUTION ◆ ORDINANCE ◆ RECEIVE/FILE	TOMMY PROUHET ASSISTANT TO THE CITY ADMINISTRATOR

SYNOPSIS

An ordinance has been prepared for Council to consider adoption of *Design Guidelines for the Installation of Wireless Facilities in Public Right-of-Way*.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

Increased demand for the limited space within the City's right-of-way requires that the City of La Vista address the visual impact, space requirements, and safety of utility and communications equipment located along roadways and on other City-owned property. After reviewing best practices of other cities across the country, and with guidance from local government organizations and the City Attorney, staff drafted and recommends approval of the attached, *Design Guidelines for the Installation of Wireless Facilities in Public Right-of-Way*.

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, TO ADOPT DESIGN GUIDELINES FOR THE INSTALLATION OF WIRELESS FACILITIES IN PUBLIC RIGHT-OF-WAY; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

Section 1. Design Guidelines for the Installation of Wireless Facilities in Public Right-of-Way Adopted. A certain document, as on file in the Office of the City Clerk of the City of La Vista and being marked and designated as the *Design Guidelines for the Installation of Wireless Facilities in Public Right-of-Way*, is hereby adopted as the official Design Guidelines for the Installation of Wireless Facilities in Public Right-of-Way of the City of La Vista to regulate and provide certain design criteria and specifications for the collocation or installation of wireless facilities, including but not limited to network nodes and node support poles, and related use of or work in right of way, within the corporate boundaries or extraterritorial jurisdiction of the City of La Vista; and each and all of the regulations, provisions, conditions and terms of such *Design Guidelines for the Installation of Wireless Facilities in Public Right-of-Way* and specified appendices, are hereby referred to, adopted, incorporated, and made a part hereof as if fully set out herein. Such design criteria and specifications shall be effective with respect to all collocations and installations, and all applications or proposals for collocation or installation, of wireless facilities including but not limited to network nodes or node support poles, and related use of or work in right of way, on or after January 1, 2019, unless a different date is specified from time to time by the Mayor and City Council.

Section 2. Repeal of Conflicting Provisions. Any conflicting provision of any previously enacted ordinance is hereby repealed.

Section 3. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 4. Effective Date. This ordinance shall be in full force and effect from and after its passage, approval and publication in accordance with applicable law.

PASSED AND APPROVED THIS 2ND DAY OF JANUARY, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Design Guidelines

for the

Installation of Wireless Facilities in Public Right-of-Way

City of La Vista, Nebraska

January 2, 2019

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SECTION 1. PURPOSE AND APPLICABILITY.

The City of La Vista (“City”) has the duty to manage the public right-of-way for the health, safety, and welfare of the City and public.

Purpose: The City enacts these Design Guidelines in order to meet its duty to the citizens of the City, and to give standards to wireless telecommunications providers for the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment.

Applicability: These Design Guidelines are for siting and criteria for the installation wireless facilities, including micro network nodes, network nodes, node support poles and related ground equipment being installed in the public right-of-way.

These Design Guidelines shall apply to all sitings, installations, collocations in, on, over or under the public rights-of-way of network nodes, node support poles, micro network nodes, distributed antenna systems, microwave communications or other wireless facilities, by whatever nomenclature, collocated or installed and related access and work. All installations or other work in right-of-ways shall require an agreement with and be consented to by the City in its discretion in addition to any required permit or approval.

SECTION 2. DEFINITIONS.

Abandon and its derivatives means the facilities installed in the right-of-way (including by way of example but not limited to: poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof) that have been left by Provider in an unused or non-functioning condition for more than 120 consecutive calendar days unless, after notice to Provider, Provider has established to the reasonable satisfaction of the City that the applicable facilities, or portion thereof, is still in active use.

Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable Codes means:

- (A) uniform building, fire, electrical, plumbing, or mechanical codes as adopted or amended by a recognized national code organization and the City from time to time; and
- (B) local amendments to those codes from time to time.

City means the City of La Vista, Nebraska or its lawful successor.

City Administrator shall mean City Administrator of the City of La Vista or the City Administrator’s designee.

Collocate and *Collocation* means the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

Concealment or Camouflaged means any wireless facility or pole that is covered, blended, painted, disguised, camouflaged or otherwise concealed such that the wireless facility blends into the surrounding environment and is visually unobtrusive. A concealed or camouflaged wireless facility or pole also includes any wireless facility or pole conforming to the surrounding area in which the wireless facility or pole is located and may include, but is not limited to, hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

Decorative Pole means a streetlight or other pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to municipal codes or other Law.

Design District means an area that is zoned, or otherwise designated by municipal code or other Law, and for which the city maintains and enforces unique design or aesthetic standards, including without limitation, zoning overlay districts and Historic Districts.

Disaster Emergency or Disaster or Emergency means an imminent, impending, or actual natural or humanly induced situation wherein the health, safety, or welfare of the residents of the City is threatened, and includes, but is not limited to any declaration of emergency by City, state or federal governmental authorities.

Distributed Antenna System or DAS shall be included as a type of “Network Node.”

Easement means and shall include any public easement or other compatible use created by dedication, or by other means, to the city for public utility purposes or any other purpose whatsoever. "Easement" shall include a private easement used for the provision of utilities.

Federal Communications Commission or FCC means the Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.

Highway Right-of-Way means right-of-way adjacent to a state or federal highway.

Historic District means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal Law.

Law means all common laws, and all federal, state, or municipal laws, statutes, codes, rules, regulations, orders, policies, resolutions, or ordinances as enacted or amended from time to time.

Local means within the geographical boundaries of the City, which shall include the corporate boundaries of the City and the extraterritorial jurisdiction of the City, as modified from time to time.

Location means a City approved and lawfully permitted location for the network node.

Macro Tower means a guyed or self-supported pole or monopole greater than the height parameters prescribed that supports or is capable of supporting antennas.

Mayor means the Mayor of the City.

Micro Network Node means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Municipal Park means an area that is zoned or otherwise designated by municipal code or other Law as a public park for the purpose of recreational activity.

Municipally owned utility pole means a utility pole owned or operated by a municipally owned utility or a municipality and located in a public right-of-way.

MUTCD means Manual of Uniform Traffic Control Devices.

Network Node means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

- (A) includes:
 - (i) equipment associated with wireless communications;
 - (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and
 - (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and
- (B) does not include:
 - (i) an electric generator;
 - (ii) a pole; or
 - (iii) a macro tower.

Network Provider means:

- (A) a wireless service provider; or
- (B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf or for use of a wireless service provider:
 - (i) network nodes; or
 - (ii) node support poles or any other structure that supports or is capable of supporting a network node.

Node Support Pole means a pole installed by a network provider for the primary purpose of supporting a network node.

Permit means all written authorizations, agreements, and instruments issued, approved or executed by the City for the use of, or work in, the public right-of-way, or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority. Notwithstanding any other provision of these Guidelines to the contrary, use of public right of way by Providers shall require permits in form and content satisfactory to the City. Providers shall be required to submit applications for permits on such forms and including such content and information as specified by the City from time to time. Providers shall be required to

commence work within sixty days after an applicable permit is issued and diligently proceed to completion of approved collocations or installations. Any failure to commence or proceed with such work automatically shall render the permit null and void without any further action required of City.

Pole means a service pole, municipally owned utility pole, node support pole, or utility pole.

Private Easement means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

Provider has the same meaning as “Network Provider.”

Public Right-of-Way means the area on, within, below, adjacent to, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has any interest. The term does not include:

- (A) a private easement; or
- (B) the airwaves above a public right-of-way with regard to wireless telecommunications.

Service Pole means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

- (A) a pole that supports traffic control functions;
- (B) a structure for signage;
- (C) a pole that supports lighting, other than a decorative pole; and
- (D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

Small Cell shall be included as a type of “Network Node.”

Street means only the paved portion of the right-of-way used for vehicular travel, being the area between the inside of the curb to the inside of the opposite curb, or the area between the two parallel edges of the paved roadway for vehicular travel where there is no curb. A “Street” is generally part of, but smaller in width than the width of the entire right-of-way. While a right-of-way may include sidewalks and utility easements, a “Street” does not. A “Street” does not include the curb or the sidewalk, if either are present at the time of a permit application or if added later.

SWPPP shall mean Storm Water Pollution Prevention Plan.

Traffic Signal means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

Transport Facility means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

Underground Requirement Area shall mean means an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been

approved for burial underground pursuant to municipal ordinances, zoning regulations, state law, other Law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way.

User means a person or organization which conducts a business over facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

Utility Pole means a pole that provides:

- (A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or
- (B) services of a telecommunications provider

Wireless Service means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

Wireless Service Provider means a person that provides wireless service to the public.

Wireless Facilities mean “Micro Network Nodes,” “Network Nodes,” and “Node Support Poles”.

SECTION 3. PROHIBITED AND PREFERRED LOCATIONS OF MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.

A. Restricted Areas .

1. Municipal Parks and Residential Areas. A Network Provider may not collocate any network nodes on an existing pole, or install any network nodes or node support poles in a public right-of-way, without the City's prior written consent and all required permits, if the public right-of-way is in or adjacent to a municipal park or is adjacent to a street or thoroughfare that is:

(1) not more than 50 feet wide of paved street surface, being the area measured as the shortest distance between the inside of the curb to the inside of the opposite curb, or the area measured as the shortest distance between the two parallel edges of the paved roadway for vehicular travel where there is no curb; and

(2) adjacent to single-family residential lots or other multi-family residences or undeveloped land that is designated for residential use by zoning or deed restrictions (“Residential Area”).

1.1. A Network Provider collocating or installing a network node or node support pole in a public right-of-way described above also shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities. Each permit application shall disclose if it is within a Municipal Park or Residential Area as described above.

2. Design Districts. A Network Provider must obtain advance written approval and a permit from the City before collocating network nodes or installing node support poles in a

Design District with decorative poles or in an area of the City zoned or otherwise designated as a Design District.

2.1 Each Permit application shall disclose if it is within a Design District with decorative poles or in an area of the City zoned or otherwise designated as a Design District or Historic District.

3. Camouflage and Concealment. As a condition for approval of network nodes or node support poles described in subsection 1 or 2 above, the City shall require reasonable camouflage and concealment measures, including without limitation, reasonable spacing, design, size, and color requirements for the network nodes or node support poles. Therefore, any request for such collocations or installations must include proposed camouflage and concealment measures in the permit applications.

3.1. Not in limitation of the foregoing, the City requests that each Network Provider explore the feasibility of new and creative methods of using camouflage and concealment measures to improve the aesthetics of the network nodes, node support poles, or related ground equipment, or any portion of the nodes, poles, or equipment, to minimize the impact to the aesthetics in such areas.

4. All Network Providers shall comply with and observe all applicable City, State, and federal historic preservation and other Laws and requirements.

5. Historic Landmarks. A Network Provider may not install a network node or node support pole within 300 feet of a historic site or structure or historic landmark recognized by the City, state or federal government as of the date of the submission of the permit. Each permit application must disclose if it is with 300 feet of such a structure.

6. Compliance with Undergrounding Requirements. A Network Provider shall comply with any applicable undergrounding requirements, including without limitation, those specified in municipal ordinances, zoning regulations, state law, other Law, private deed restrictions, and other public or private restrictions, that prohibit, limit, regulate, or restrict installing aboveground structures in a public right-of-way.

6.1 Areas may be designated from time to time by the City as Underground Requirement Areas in accordance with filed plats, and/or conversions of overhead to underground areas, as may be specified in accordance with applicable Law.

6.2 Each permit application shall disclose if it is within an area that has undergrounding requirements.

B. Most preferable locations

1. *Industrial Areas* if not within or adjacent to a municipal park, residential area, or Design District.

2. *Highway Rights-of-Way Areas* if not within or adjacent to a municipal park, residential area, or Design District.

3. *Retail and Commercial Areas* if not within or adjacent to a municipal park, residential area, or design district.

D. Designated Areas.

1. Currently designated *Residential Areas* are any areas zoned for single family or multi-family residential use.

2. Currently designated *Design District* areas are:

- (a) Special Corridor
- (b) Gateway Corridor
- (c) City Centre

3. Future residential areas or Design Districts may be designated by the City Council from time to time in accordance with applicable Law, and they shall be deemed to be included in these Guidelines without any further action required of the City.

4. While not required to designate Underground Compliance Areas to prohibit above ground wireless facilities, the City may, from time to time, also designate Underground Compliance Areas.

E. Exceptions

The City, upon demonstration of necessity to the satisfaction of the City Council or its designee, by its consent and agreement may grant exception to the above prohibited locations and sizes, in accordance with applicable Law.

F. Order of Preference Regarding Network Node Attachment to Existing Facilities and New Node Support Poles. Not in limitation of any other requirements of these Guidelines:

1. *Existing Utility Poles* (electric poles or telephones poles), shall be the preferred support facility for network nodes and related ground equipment.

2. *Municipal Service Poles*:

a. *Non-decorative street lights* with a height of more than 20 feet.

b. *Traffic signal structures* when such installation will not interfere with the integrity of the facility and will not interfere with the safety of public.

c. *Street signage* shall be a low priority use for attachment of a Network Node.

d. *Other municipal service pole* use is the lowest priority and prohibited unless the only option.

3. *New node support poles* shall be the least preferred type of allowed facility for attachment of network nodes.

4. *Ground Equipment.* Ground equipment shall be minimal and the least intrusive.

SECTION 4. REQUIREMENTS ON PLACEMENT.

Not in limitation of any other requirements of these Guidelines, the following provisions of this Section 4 shall apply.

A. Generally.

A Network Provider shall construct and maintain network nodes and node support poles in a manner that does not:

1. obstruct, impede, or hinder the usual travel or public safety on or in connection with a public right-of-way;
2. obstruct, impede, or hinder the legal use of a public right-of-way by other utility providers;
3. violate applicable codes;
4. violate or conflict with any applicable public right-of-way management ordinance or these Design Guidelines.
5. violate the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.) or any other applicable Law.

B. General Requirements and Information:

1. *Size Limits.* Network Providers shall provide detailed drawings, with calculations to show strict conformity to the size limitations and other requirements as set forth in Appendix A of this document, incorporated into this document by reference with each application and with each request for a permit for each location.

2. *State and Federal Rights-of-Way Permit.* If the project lies within a Highway Right-of-Way, the applicant must provide evidence of a permit from the State or Federal Government.

3. *Confirmation of Non-interference with City Safety Communication Networks.*

a. The Network Provider needs to provide analysis satisfactory to the City Administrator or her designee that the proposed network nodes shall not cause any interference with City public safety radio system, traffic signal light system, or other public safety or communications components.

b. It shall be the responsibility of the Network Provider to evaluate, prior to making application for permit, the compatibility between the existing City infrastructure and Provider's proposed network node. A network node shall not be installed in a location that causes any interference. Network nodes shall not be allowed on City's public safety radio infrastructure.

4. Improperly Located Network Node Facilities, Node Support Poles and Related Ground Equipment:

- a. Improperly located network node facilities, node support poles and related ground equipment shall not impede, obstruct, or hinder pedestrian or vehicular traffic in the right-of-way. If any network node facilities, node support poles or ground equipment is installed in a location that is not in accordance with the plans approved by the City Administrator or her designee and impedes, obstructs, or hinders pedestrian or vehicular traffic or does not comply or otherwise renders the right-of-way non-compliant with applicable Laws, including without limitation the American Disabilities Act, then Network Provider shall promptly remove the network node facilities, node support poles or ground equipment.
- b. Notice to remove and relocate unauthorized facilities; fine or penalty: After 30 days' notice to remove any network node, node support poles or ground equipment that is located in the incorrect location, if not relocated, the Network Provider shall be subject to such penalties or fines as prescribed for violations of the City Code, or as otherwise specified in the City's Master Fee Ordinance until the network node facilities, node support poles or ground equipment is relocated to the correct area within the permitted location, regardless of whether or not the Network Provider's contractor, subcontractor, or vendor installed the network node facilities, node support poles or ground equipment.

B. Underground Requirement Areas.

1. A Network Provider shall, in relation to installation for which the City approved a permit application, comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, other Law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.
2. If a location is designated by the City to be an underground requirement area, then a Network Provider's permit for the location of the micro network node, network node, node support pole, and related ground equipment at such location will be revoked 90 days after the designation, with removal of said micro network node, network node, node support pole, and related ground equipment at such location within 90 days of such designation, or as otherwise reasonably allowed by the City for the transition.

C. Network Node facilities placement:

1. *Right-of-Way:* Network node facilities, node support poles and related ground equipment shall be placed within two feet of the outer edge of the right-of-way line to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way.
2. *Height Above Ground.* Network node attachments to a pole shall be installed at least eight (8) feet above the ground, and if a network node attachment is projecting

toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

3. *Protrusions.* No protrusion from the outer circumference of the existing structure or pole shall be more than two (2) feet.

4. *Limit on Number of Network Nodes per Site.* There shall be no more than one network node on any one pole.

D. New Node Support Poles.

1. *New Node Support Poles Spacing.* New node support poles shall be spaced apart from existing utility poles or node support poles at the same spacing as the spacing between utility poles in the immediate proximity, but no less than 300 feet from any utility pole or any other node support pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

2. *Height of Node Support Poles or Modified Utility Pole.* Node support pole or modified utility pole may not exceed the lesser of:

- (1) 10 feet in height above the tallest existing utility pole located within 500 linear feet of the new pole in the same public right-of-way; or
- (2) 55 feet above ground level.

E. Ground Equipment.

1. *Ground Equipment Near Street Corners and Intersections:* Ground equipment shall be minimal and the least intrusive. To minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way the maximum line of sight required to add to safe travel of vehicular and pedestrian traffic and in order to maximize that line of sight at street corners and intersections and to minimize hazards at those locations, ground equipment may not be installed within 250 feet of a street corner or a street intersection.

2. *Ground Equipment Near Municipal Parks.* For the safety of municipal park patrons, particularly small children, and to allow full line of sights near municipal park property, the Network Provider shall not install ground equipment in a right-of-way that is within a park or within 250 feet of the boundary line of a park, unless approved by the City Administrator or her designee in writing.

3. Minimize Ground Equipment Density:

To enhance the safety requirements of line of sight of pedestrians, particularly small children, the City Administrator or her designee may deny a request for a proposed location if the Network Provider installs network node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more.

F. Service Poles:

1. *In Accordance with Agreement:* Installations on all service poles shall be in accordance with an agreement.

2. *Required Industry Standard Pole Load Analysis:* Installations on all service poles shall have an industry standard pole load analysis completed and submitted to the

municipality, to the satisfaction of the City Administrator or her designee, with each permit application indicating that the service pole to which the network node is to be attached will safely support the load.

3. *Height of Attachments:* All attachments on all service poles shall be at least 8 feet above grade, and if a network node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

4. *Installations on Traffic Signals:* Installations on all traffic signal structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public. Installation of network node facilities on any traffic signal structures shall:

- i. Be encased in a separate conduit than the traffic light electronics;
- ii. Have a separate electric power connection than the traffic signal structure; and
- iii. Have a separate access point than the traffic signal structure.

5. *Installations on Street Signage:* Installations on all street signage structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public. Installation of network node facilities on any street signage structures that has electrics shall:

- i. Be encased in a separate conduit than any City signage electronics;
- ii. Have a separate electric power connection than the signage structure; and
- iii. Have a separate access point than the signage structure.

SECTION 5. GENERAL AESTHETIC REQUIREMENTS

Not in limitation of any other requirements of these Guidelines, the following provisions of this Section 5 shall apply.

A. Concealment.

1. Concealment of network nodes and node support poles shall be required by the City in Design Districts with decorative poles.
2. All new node support poles shall be camouflaged, except those located in an area zoned or predominantly industrial area. Companies shall submit their proposal for camouflage with the permit application.
3. The network node facilities shall be concealed or enclosed in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible.

B. New Node Support Pole Spacing.

New node support poles shall be at a minimum 300 feet from a utility pole or another node support pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

C. Minimize Ground Equipment Concentration.

In order to minimize negative visual impact to the surrounding area, and to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City Administrator or her designee may deny a request for a proposed location if the Network Provider installs network node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more to minimize effect on property values and aesthetics on the area.

D. Allowed Colors.

Colors in Design Districts must be in strict accordance with the City's applicable ordinances or other Law.

Colors in Design Districts must be approved by the City Administrator or her designee from a palette of approved colors. Unless otherwise provided, all colors shall be earth tones or shall match the background of any structure the facilities are located upon and all efforts shall be made for the colors to be inconspicuous. Colors in areas other than in Design Districts shall conform to colors of other installations of telecommunication providers in the immediately adjacent areas.

SECTION 6. ELECTRICAL SUPPLY

Not in limitation of any other requirements of these Guidelines, the following provisions of this Section 6 shall apply.

A. Network Provider shall be responsible for obtaining any required electrical power service to the micro network node, network node facilities, Node support poles and ground equipment. The City shall not be liable to the Network Provider for any stoppages or shortages of electrical power furnished to the micro network node, network node facilities, node support poles or ground equipment, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or omission of any other tenant or Network Provider of the structure.

B. Network Provider shall not allow or install generators or back-up generators in the right-of-way.

SECTION 7. INSURANCE, INDEMNITY, BONDING AND SECURITY DEPOSITS.

1. Insurance, bonding and security deposits shall be in strict accordance with the City's applicable ordinances or other Law.

2. Indemnity shall be in strict accordance with the City's applicable ordinances or other Law.

SECTION 8. REQUIREMENTS IN REGARD TO REMOVAL, REPLACEMENT, REPLACEMENT, MAINTENANCE AND REPAIR

A. REMOVAL OR RELOCATION BY NETWORK PROVIDER.

1. Removal and relocation by the Network provider of its micro network node, network node facilities, node support pole or related ground equipment at its own discretion, shall be in strict accordance with the City's applicable ordinances or other Law.

2. If the Network Provider removes or relocates a micro network node, network node facilities, node support pole or related ground equipment at its own discretion, it shall notify the City Administrator or her designee in writing not less than 10 business days prior to removal or relocation. Network Provider shall obtain all permits required for relocation or removal of its micro network node, network node facilities, Node support poles and related ground equipment prior to relocation or removal.

3. The City shall not issue any refunds for any amounts paid by Network Provider for micro network node, network node facilities, node support poles or related ground equipment that have been removed.

B. REMOVAL OR RELOCATION REQUIRED FOR CITY PROJECT.

1. Removal and relocation of Network Provider's micro network node, network node, node support pole or related ground equipment, or portion thereof required for a City project shall be in strict accordance with the City's applicable ordinances or other Law.

2. Except as provided in existing state and federal law, a Network Provider shall relocate or adjust micro network node, network node, node support pole and related ground equipment in a public right-of-way in a timely manner and without cost to the municipality managing the public right-of-way

3. Network Provider understands and acknowledges that the City may require Network Provider at its sole cost and expense to remove or relocate its micro network node, network node, node support pole and related ground equipment, or any portion thereof from the right-of-way for City construction projects in accordance with municipal, state, or federal Law, including the common-law.

4. Network Provider shall, at the City Administrator's direction, remove or relocate the same at Network Provider's sole cost and expense, except as otherwise provided in existing municipal, state and federal Law, whenever the City Administrator reasonably determines that the relocation or removal is needed for any of the following purposes: Required for the construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any City construction or maintenance project of a street or public rights-of-way to enhance the traveling public's use for travel and transportation.

5. If Network Provider fails to remove or relocate the micro network node, network node, node support pole or related ground equipment, or portion thereof as requested by the City Administrator within 90 days of Network Provider's receipt of the request, then the City shall be entitled to remove the micro network node, network node, node support pole or related ground equipment, or portion thereof at Network Provider's sole cost and expense, without further notice to Network Provider.

6. Network Provider shall, within 30 days following issuance of invoice for the same, reimburse the City for its costs and expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the micro network node, network node, node support pole or related ground equipment, or portion thereof.

C. REMOVAL REQUIRED BY CITY FOR SAFETY AND IMMINENT DANGER REASONS.

1. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable micro network node, network node, node support pole and related ground equipment within the time frame and in the manner required by the City Administrator if the City Administrator reasonably determines that the disconnection, removal, or relocation of any part of a micro network node, network node, node support pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or City property or equipment, (b) the micro network node, network node, node support pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) Network Provider fails to obtain all applicable licenses, permits, and certifications required by Law for its micro network node, network node, node support pole and related ground equipment, or use of any location.

2. If the City Administrator reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable micro network node, network node, node support pole and related ground equipment at the Network Provider's sole cost and expense.

3. The City Administrator shall provide 90 days written notice to the Network Provider before removing a micro network node, network node, node support pole and related ground equipment under this section, unless there is imminent danger to the public health, safety, and welfare.

4. Network Provider shall reimburse City for the City's actual cost of removal of micro network node, network node, node support pole and related ground equipment within 30 days of receiving the invoice from the City.

SECTION 9. INSTALLATION AND INSPECTIONS

A. INSTALLATION.

Network Provider shall, at its own cost and expense, install the micro network node, network node facilities, node support poles and related ground equipment in a good and workmanlike manner and in accordance with the requirements promulgated by the City Administrator or her designee, as such may be amended from time to time. Network Provider's work shall be subject to the regulation, control and direction of the City Administrator or her designee. All work done in connection with the installation, operation, maintenance, repair, modification, and/or replacement of the micro network node, network node facilities, node support poles and related ground equipment shall be in compliance with all applicable Laws.

B. INSPECTIONS.

The City Administrator, or designee, may perform inspections of any micro network node, network node, node support pole or related ground equipment located in the right-of-way.

If the inspection requires physical contact with the micro network node, network node, node support poles or related ground equipment, the City Administrator shall provide written notice to the Network Provider within five business days of the planned inspection. Network Provider may have a representative present during such inspection.

SECTION 10. REQUIREMENTS UPON ABANDONMENT OF OBSOLETE MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.

Abandoned or obsolete micro network node, network node, node support pole and related ground equipment shall be removed by Provider at its sole cost and expense.

Network Provider shall remove micro network node, network node, node support pole and related ground equipment when such facilities are abandoned regardless of whether or not it receives notice from the City. Unless the City sends notice that removal must be completed immediately to ensure public health, safety, and welfare, the removal must be completed within the earlier of 90 days of the micro network node, network node, node support pole and related ground equipment being abandoned or within 90 days of receipt of written notice from the City. When Network Provider removes or abandons permanent structures in the right-of-way, the Network Provider shall notify the City Administrator in writing of such removal or abandonment and shall file with the City Administrator the location and description of each micro network node, network node, node support pole and related ground equipment removed or abandoned. The City Administrator or her designee may require the Network Provider to complete additional remedial measures necessary for public safety and the integrity of the right-of-way.

SECTION 11. GENERAL PROVISIONS.

1. As Built Maps and Records. Network Provider's as built maps and records shall be in strict accordance with the City's applicable Law.

Network Provider shall maintain and provide the City Engineer copies of accurate maps and other appropriate records of its network node facilities, node support poles and related ground equipment as they are actually constructed in the rights-of-way, including without limitation, Auto CAD/GIS digital and other formats requested by the City Engineer. Network Provider will provide additional maps to the City upon request.

2. Courtesy and Proper Performance. Courtesy and proper performance of work in the right of way by Network Provider's personnel and contractors shall be in strict accordance with applicable Law ,

Network Provider shall make citizen satisfaction a priority in using the right-of-way. Network Provider shall train its employees to be customer service-oriented and to positively and politely interact with citizens when dealing with issues pertaining to its micro network node, network node, node support pole and related ground equipment in the right-of-way. Network

Provider's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of interaction with the public. If, in the opinion of the City Administrator or her designee, Network Provider is not performing in accordance with this subsection 2, Network Provider shall take all remedial steps to conform to these standards.

3. Drug Policy. Drug policy of Network Provider's personnel, and contractors in the rights-of-way shall be in strict accordance with applicable Law.

It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Network Provider's employees, contractors, subcontractors, sub-Network Provider's, or vendors while on City rights-of-way is prohibited.

4. Allocation of Funds for Removal and Storage. The City has appropriated \$0 to pay for the cost of any removal or storage of micro network node, network node, node support pole and related ground equipment, as authorized under this article, and no other funds are allocated.

5. Ownership. Ownership of network node and related equipment.

No part of a micro network node, network node, node support pole and related ground equipment erected or placed on the right-of-way by Network Provider will become, or be considered by the City as being affixed to or a part of, the right-of-way. All portions of the micro network node, network node, node support pole and related ground equipment constructed, modified, erected, or placed by Network Provider on the right-of-way will be and remain the property of Network Provider and may be removed by Network Provider at any time, provided the Network Provider shall notify the City Administrator or her designee prior to any work in the Right-of-Way.

6. Tree Maintenance. Tree maintenance shall be in strict accordance with applicable Law.

Network Provider, its contractors, and agents shall obtain written permission from the City Administrator or her designee before trimming trees hanging over its micro network node, network node, or node support pole, to prevent branches of such trees from contacting attached micro network node, network node, or node support pole. When directed by the City Administrator or her designee, Network Provider shall trim under the supervision and direction of the Public Works Director or his designee. The City shall not be liable for any damages, injuries, or claims arising from Network Provider's actions under this section.

7. Signage. Signage shall be in strict accordance with applicable Law,

Network Provider shall post its name, location identifying information, and emergency telephone number in an area on the cabinet of the Network Node facility that is visible to the public. Signage required under this section shall not exceed 4" x 6", unless otherwise required by Law (e.g. RF ground notification signs) or the City Administrator or her designee.

Except as required by Law or by the utility pole owner, Network Provider shall not post any other signage or advertising on the micro network node, network node, node support pole, service pole or utility pole.

8. Graffiti Abatement. Graffiti abatement.

As soon as possible, but not later than seven (7) calendar days from the date Network Provider receives notice thereof, Network Provider shall remove all graffiti on any of its micro network node, network node, node support pole, and related ground equipment located in the right-of-way. The foregoing shall not relieve the Network Provider from complying with any City graffiti or visual blight Law.

9. Restoration.

Network Provider shall restore and repair of the rights-of-way from any damage to the right-of-way, or any facilities located within the right-of-way, and the property of any third party resulting from Network Provider's installation, collocation, removal or relocation activities (or any other of Network Provider's activities hereunder) in strict accordance with applicable Law.

Network Provider shall repair any damage to the right-of-way, or any facilities located within the right-of-way, and the property of any third party resulting from Network Provider's removal or relocation activities (or any other of Network Provider's activities hereunder) within 10 calendar days following the date of such removal or relocation (or any other of Network Provider's activities hereunder), at Network Provider's sole cost and expense, including restoration of the right-of-way and such property to substantially the same condition as it was immediately before the date Network Provider was granted a permit for the applicable location or did the work at such location (even if Network Provider did not first obtain a permit), including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repair, restoration and replacement shall be subject to the approval of the City Administrator or her designee.

10. Network provider's responsibility.

Network Provider shall be responsible and liable for the acts and omissions of Network Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider's and subcontractors in connection with the collocation or installations of any micro network node, network node, node support pole or related ground equipment, or any other work or activity in the right-of-way, as if such acts or omissions were Network Provider's acts or omissions.

SECTION 12. ADMINISTRATIVE HEARING – REQUEST FOR EXEMPTION

Should the Network Provider desire to deviate from any of the standards set forth in the Design Guidelines, the Network Provider may request an Administrative Hearing before a Board of Appeals. The Zoning Board of Adjustment shall act as the Board of Appeals for a Request for Exemption.

The process for an application, hearing and vote shall follow the process set out for a variance.

SECTION 13-19 RESERVED

SECTION 20. DESIGN MANUAL - UPDATES

Placement or modification of micro network node, network node, node support pole and related ground equipment shall comply with the City's Design Guidelines at the time the permit for installation or modification is approved and as amended from time to time.

APPENDIX A

Requirements for Installation of Small Cell Network Nodes

A network node to which this chapter applies must conform to the following conditions:

I. Collocations on Existing Utility Poles and Municipal Service Poles

General:

(A) Only the antenna, concealing shroud and associated wiring may be located on the support structure.

(B) Cabling which services the Network Node shall enter at the base of the support structure and fully enclosed in conduit of a minimal size and number.

(C) Related ground equipment, except for electrical meter, shall be housed in a single cabinet of minimal size at a location subject to City approval.

(D) All wiring routed between ground equipment and pole is to be fully concealed from view.

Antennae:

(A) Each antenna shall be located entirely within a shroud enclosure of not more than 6 cubic feet in volume and may not exceed a height of three feet above the existing structure or pole.

(B) The diameter of the antenna or antenna enclosure should not exceed the diameter of the top of the pole, and to the extent practical, should appear as a seamless vertical extension of the structure.

(C) The maximum diameter of the shroud shall be no wider than 1.5 times the diameter of the top of the structure.

(D) Where the maximum shroud diameter exceeds the diameter of the top of the pole or structure, the shroud shall be tapered to meet the top of the structure.

(E) Unless otherwise approved, all antennas shall be mounted to the top of the wireless support structure, aligned with the centerline of the structure.

(F) Antennas shall generally be cylindrical in shape and completely housed within a cylindrical shroud that is capable of accepting paint to match the pole structure.

(G) Color for all antennas and shrouds shall be selected by the City Administrator or her designee in order to match the context and nature of the surrounding area.

II. New Wireless Structures with Small Cell Network Nodes

General:

- (A) All new wireless structures shall be constructed of solid hot-dipped galvanized steel, be round in shape with a smooth pole shaft.*
- (B) New Wireless Structures should be stealth in design, with all equipment integrated in the pole or contained in a cabinet away from the pole.*
- (C) Wireless support structures incorporating pole mounted small cell facilities shall be tapered in diameter from the base to the top, with a maximum diameter of 12 inches at the base and a maximum diameter of 8 inches at the top.*
- (D) Wireless support structures must be supported by a reinforced concrete base in dimensions approved by a Professional Engineer licensed in the State of Nebraska, and reviewed and approved by the City Engineer.*
- (E) All anchor bolts must be concealed from view with an appropriate boot or cover coated or painted to match the pole.*
- (F) Pole owners must allow collocation of other provider equipment on all poles.*

Antennae:

- (A) Each antenna shall be located entirely within a shroud enclosure of not more than 6 cubic feet in volume and may not exceed a height of three feet above the existing structure or pole.*
- (B) The diameter of the antenna or antenna enclosure should not exceed the diameter of the top of the pole, and to the extent practical, should appear as a seamless vertical extension of the structure.*
- (D) Where the maximum shroud diameter exceeds the diameter of the top of the pole or structure, the shroud shall be tapered to meet the top of the structure.*
- (E) Unless otherwise approved, all antennas shall be mounted to the top of the wireless support structure, aligned with the centerline of the structure.*
- (F) Antennas shall generally be cylindrical in shape and completely housed within a cylindrical shroud that matches the color of the wireless structure.*

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 2, 2019 AGENDA

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – PLACEMAKING & LANDSCAPE DESIGN FOR CIVIC SPACES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RITA M. RAMIREZ ASST. CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared authorizing the selection of RDG Planning and Design, Omaha, NE as the firm to provide placemaking and landscape design services for civic areas associated with the 84th Street Redevelopment Project and further authorizing staff to negotiate a detailed scope of work and terms of an agreement to be brought back to the City Council for approval.

FISCAL IMPACT

The FY18/19 biennial budget provides funding for multiple potential public infrastructure improvements and associated services.

RECOMMENDATION

Approval of RDG Planning and Design and authorization to negotiate a comprehensive scope of services and related agreement.

BACKGROUND

In 2010, the City completed A Vision Plan for 84th Street (Vision 84), which included an extensive public process and the adoption of a master plan identifying the vision for 84th Street as the creation of a downtown for the community.

There are currently several major projects being proposed or currently underway in conjunction with the public improvement redevelopment project set forth in the Redevelopment Plan – 84th Street Redevelopment Area. The City has agreed to construct public improvements that will create the interface between Civic Center Park and the City Centre development and provide public plaza spaces within the development. Additionally, there are plans to construct an east-west connection under 84th Street. There is currently public land located west of 84th Street that has the potential to enhance the 84th Street redevelopment efforts. Design efforts for all of these areas were part of the RFP process.

On September 18, 2018, the City Council authorized the advertisement for a Request for Proposals (RFP) for Placemaking and Landscape Design Services for La Vista Civic Areas along the 84th Street corridor. The City received six proposals, which were reviewed by a six-member staff committee and interviews were conducted with two firms.

RDG Planning and Design was determined to provide the services that most closely meets the City's needs based on their experience creating the Civic Park Master Plan, designing and implementing Phase I and

Phase II improvements in Civic Center Park, their experience with similar projects, approach to public engagement, and the diversity of expertise on their team. As such, it is recommended that staff be authorized to negotiate a scope of services and terms of an agreement with RDG Planning and Design to provide placemaking and landscape design services. The finalized agreement will be brought back to the City Council for approval.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE SELECTION OF RDG PLANNING AND DESIGN, OMAHA, NEBRASKA, TO PROVIDE PLACEMAKING AND LANDSCAPE DESIGN SERVICES FOR CIVIC AREAS ASSOCIATED WITH THE 84TH STREET REDEVELOPMENT PROJECT AND AUTHORIZING STAFF TO NEGOTIATE A DETAILED SCOPE OF WORK AND TERMS OF AN AGREEMENT.

WHEREAS, the Mayor and City Council of the City of La Vista have determined that professional placemaking and landscape design services for the 84th Street corridor are necessary; and

WHEREAS, the FY18/19 Biennial Budget contains funding for multiple potential public infrastructure improvements and associated services; and

WHEREAS, RDG Planning and Design was determined to be the company that most closely meets the City's needs.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska do hereby select RDG Planning and Design, Omaha, Nebraska to provide placemaking and landscape design services and authorize staff to negotiate a detailed scope of work and terms of an agreement.

PASSED AND APPROVED THIS 2ND DAY OF JANUARY, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 2, 2019 AGENDA

Subject:	Type:	Submitted By:
AMEND LOTTERY OPERATOR AGREEMENT – CHANGE PAYTABLE AND ADD NEW GAME TICKET	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN L. POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

SYNOPSIS

A resolution has been prepared to amend the Lottery Operator Agreement change replaces the current 190-way eight spot Penny Keno ticket for \$1.90 that can win up to \$1,100, with a \$2.10 ticket that has 210 ways to win and a top prize of \$1,250 and allow players to play other four or eight spot tickets at the Penny Keno rate.

FISCAL IMPACT

None.

RECOMMENDATION

Approval

BACKGROUND

Currently, La Vista Keno has a 190-way eight spot Penny Keno ticket for \$1.90 that can win up to \$1,100. This change would allow for 210 ways play with a \$2.10 ticket with a top prize of \$1,250.

Also the operator would like to allow players to play other four or eight spot tickets at the Penny Keno rate. For example, they would allow a player to play a straight 190-way eight spot ticket (without the fours) for \$1.90, or a single eight spot, hundred game ticket for \$1.00, on this new payable. The theoretical payouts on all such tickets are consistent with the goals of developing a more consistent hold percentage for the City.

The operator has requested this be changed to better serve their customers.

RESOLUTION NO. ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN AMENDMENT TO THE LOTTERY OPERATOR AGREEMENT.

WHEREAS, the Contractor recommends amending the Penny Keno pay table of the Lottery Operator Agreement.; and

WHEREAS, a proposed THIRD AMENDMENT to the Lottery Operator Agreement has been prepared for this purpose as presented at this meeting or on file with the City Clerk.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the THIRD AMENDMENT to the Lottery Operator Agreement as presented at this meeting or on file with the City Clerk is hereby approved and the Mayor and City Clerk are hereby authorized to execute said amendment on behalf of the City of La Vista, subject to review and any modifications the City Administrator determines necessary or appropriate.

PASSED AND APPROVED THIS 2ND DAY OF JANUARY 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

LA VISTA LOTTERY OPERATOR AGREEMENT

THIRD AMENDMENT

THIS THIRD AMENDMENT TO LOTTERY OPERATOR AGREEMENT ("Amendment") is made and entered into by and among the City of La Vista, Sarpy County, Nebraska, a municipal corporation ("City"), LVK Holdings LLC, a Nebraska limited liability company, ("Contractor"), and EHPV Lottery Services LLC, a Nebraska limited liability company and owner of a controlling interest of the membership interests of Contractor ("Holding Company"), effective as of [REDACTED] or such other date as agreed in writing by the City Administrator and LVK (the "Effective Date").

WHEREAS, a majority of the vote by the registered voters of the City of La Vista in 1989 was cast in favor of authorizing the establishment of a municipal lottery; and

WHEREAS, the Mayor and City Council established a keno-type lottery ("La Vista Keno") and awarded successive contracts to operate said lottery, the current of which is the Lottery Operator Agreement between City and Contractor, as assignee effective May 1, 2016 pursuant to the Assignment and Assumption of the Lottery Operator Agreement between City and La Vista Keno, Inc. dated August 8, 2008, as amended by Amendment Nos. 1 and 2, ("Lottery Operator Agreement" or "Agreement"); and

WHEREAS, EHPV Management Group Inc, EHPV Operating Group LLC, and EHPV Real Estate Group LLC and their respective subsidiaries are under common ownership and control with Contractor and Holding Company and together own, manage, operate, and control the Real Estate and other property, assets, rights, and activities connected with La Vista Keno and food, beverage and other operations conducted in conjunction with La Vista Keno or otherwise by Contractor and Holding Company; and

WHEREAS, the Contractor recommends, and the Mayor and City Council of the City of La Vista and Contractor desire, to amend said Lottery Operator Agreement to update the Penny Keno pay table.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge and agree, the parties hereto agree as follows:

I. The Penny Keno pay table titled "A Penny for your Thoughts," as found in "Exhibit H" of the Lottery Operator Agreement, is hereby deleted and replaced in its entirety with the Penny Keno pay table attached to this Amendment as SCHEDULE 1 and incorporated herein by this reference.

II. All references in the Lottery Operator Agreement to "A Penny for Your Thoughts" shall be deleted and replaced with "Penny Keno".

III. Terms used in this Amendment shall have the meanings provided in the Lottery Operator Agreement, unless otherwise expressly defined in this Amendment.

IV. Except as expressly modified by this Amendment, the Lottery Operator Agreement shall continue and remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the Contractor, City, and Holding Company have executed this Amendment No. 3 effective as of the date first written above.

ATTEST:

LVK Holdings LLC, a Nebraska limited liability company

Witness

By: _____

Its: _____

DATE: _____

DATE: _____

ATTEST:

City of La Vista, Nebraska, a Nebraska municipal corporation

City Clerk

By: _____
Mayor

DATE: _____

DATE: _____

ATTEST:

EHPV Lottery Services LLC, a Nebraska limited liability company

Witness

By: _____

Its: _____

DATE: _____

DATE: _____

Affiliated Entities Agreement

By signing below, (i) the undersigned each hereby represents and warrants that he or she is authorized to execute this Affiliated Entities Agreement on behalf of EHPV Management Group Inc, EHPV Operating Group LLC, or EHPV Real Estate Group LLC, as the case may be (each referred to as "company"), and (ii) the undersigned on behalf of said company hereby agrees to take any actions, including without limitation voting any membership or other interests of the company in any subsidiary, as necessary or

appropriate to carry out the terms and conditions of the Lottery Operator Agreement, as amended by Amendment No. 3, with respect to any real property or other assets, operations, activities, interests, or matters now or hereafter under the ownership, direction, or control of said company or any subsidiary of company that are connected with La Vista Keno operations or food, beverage or other operations conducted in conjunction with La Vista Keno or at or from the same premises.

EHPV Management Group Inc, a Colorado corporation authorized to do business in Nebraska

ATTEST:

Witness

By: _____

Its: _____

DATE: _____

DATE: _____

EHPV Operating Group LLC, a Nebraska limited liability company

ATTEST:

Witness

By: _____

Its: _____

DATE: _____

DATE: _____

EHPV Real Estate Group LLC, a Nebraska limited liability company

ATTEST:

Witness

By: _____

Its: _____

DATE: _____

DATE: _____

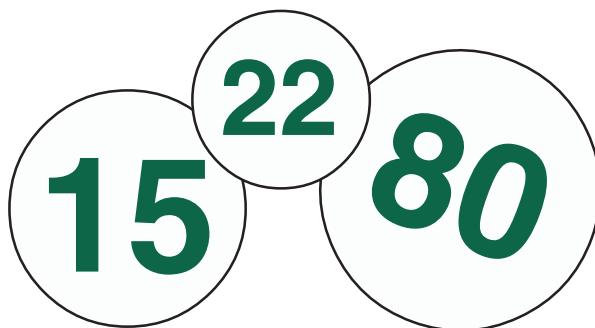
SCHEDULE 1

PENNY KENO PAY TABLE

[Attach New Penny Keno Pay Table]



Pay Book & Rules



7101 South 84th Street Plaza
La Vista, NE 68128
Keno: (402) 537-9090 Diner: (402) 537-9001

PENNY KENO

A Penny for Your Thoughts

Ticket price is \$1.90 for 190 Eight Spots.

Penny Keno does not qualify for the Progressive.

Catch
7/8
8/8

Win
\$20.00
\$1,100.00

190 Way Vertical Eight Spots

La Vista									
Keno									
NUMBER OF GAMES									
PRICE PER GAME									
TOTAL PRICE									
190									
1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
ALL SINGLE GAME TICKETS MUST BE CASHED IN PRIOR TO START OF THE NEXT GAME									
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
190/8									
1c									

190 Way Eight Spot Boxes

La Vista									
Keno									
NUMBER OF GAMES									
PRICE PER GAME									
TOTAL PRICE									
190									
1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
ALL SINGLE GAME TICKETS MUST BE CASHED IN PRIOR TO START OF THE NEXT GAME									
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
190/8									
1c									

Or any Quick Pick of 20 Four Spots
for \$1.90 that consists of 190 Eight Spots.



PAY BOOK & RULES

7101 South 84th Street Plaza, La Vista, NE 68128
Keno: (402) 537-9090 Diner: (402) 537-9001

PENNY KENO

20 Four Spots and 190 Eight Spots on one ticket for \$2.10

8 SPOTS **HIT 8** **WIN** \$1,250
 7 10

4 SPOTS **HIT 4** \$2.10

20 VERTICAL FOUR SPOTS
190 VERTICAL EIGHT SPOTS

La Vista Keno												
										NUMBER OF GAMES	PRICE PER GAME	TOTAL PRICE
1	2	3	4	5	6	7	8	9	10	20/4	210	
11	12	13	14	15	16	17	18	19	20	190/8		
21	22	23	24	25	26	27	28	29	30			
31	32	33	34	35	36	37	38	39	40			
										1¢		
ALL SINGLE GAME TICKETS MUST BE CASHED IN PRIOR TO START OF THE NEXT GAME												
41	42	43	44	45	46	47	48	49	50			
51	52	53	54	55	56	57	58	59	60			
61	62	63	64	65	66	67	68	69	70			
71	72	73	74	75	76	77	78	79	80			

20 FOUR SPOT BOXES
190 EIGHT SPOT BOXES

La Vista Keno												
										NUMBER OF GAMES	PRICE PER GAME	TOTAL PRICE
1	2	3	4	5	6	7	8	9	10	20/4	210	
11	12	13	14	15	16	17	18	19	20	190/8		
21	22	23	24	25	26	27	28	29	30			
31	32	33	34	35	36	37	38	39	40			
										1¢		
ALL SINGLE GAME TICKETS MUST BE CASHED IN PRIOR TO START OF THE NEXT GAME												
41	42	43	44	45	46	47	48	49	50			
51	52	53	54	55	56	57	58	59	60			
61	62	63	64	65	66	67	68	69	70			
71	72	73	74	75	76	77	78	79	80			

OR QUICK PICK 20 FOUR SPOTS THAT INCLUDES 190 EIGHT SPOTS FOR \$2.10

Any Four Spot or Eight Spot bet played at the Penny Keno rate will be paid according to the Penny Keno payable.

PENNY KENO DOES NOT QUALIFY FOR THE PROGRESSIVE

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 2, 2019 AGENDA

Subject:	Type:	Submitted By:
CITY OF LA VISTA & CITY OF PAPILLION SHARED MAINTENANCE FOR GILES ROAD MEMORANDUM OF UNDERSTANDING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute a Memorandum of Understanding with the City of Papillion concerning the operation and maintenance responsibilities for Giles Road from the East Right of Way line of 66th Street to the West Right of Way line of Portal Road serving properties within both the City of La Vista and the City of Papillion. The proposed Memorandum of Understanding is attached.

FISCAL IMPACT

No new financial obligations will result from this Memorandum of Understanding. The Public Works Department of each City will continue to be responsible to maintain the portions and elements of Giles Road that lie within their respective jurisdictions. Work exchanges may take place when it is logical and cost effective do so.

RECOMMENDATION

Approval

BACKGROUND

The City of La Vista and the City of Papillion have portions of Giles Road between 66th Street and Portal Road that lie within their respective City limits. Maintenance duties have been shared. As personnel have retired or taken new positions, there has become a need to have the verbal agreements documented to facilitate succession of operations and minimize any confusion. This Memorandum of Understanding has been developed jointly by personnel from each Public Works Department. This MOU runs for a period of 1-year which will renew January 1 of each year unless mutually agreed otherwise by the two Cities.

RESOLUTION NO. ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF PAPILLION FOR SHARED MAINTENANCE RESPONSIBILITIES FOR GILES ROAD FROM THE EAST RIGHT OF WAY LINE OF 66TH STREET TO THE WEST RIGHT OF WAY LINE OF PORTAL ROAD.

WHEREAS, the City desires to enter into a Memorandum of Understanding with the City of Papillion for shared maintenance responsibilities for Giles Road from the east right of way line of 66th Street to the west right of way line of Portal Road; and

WHEREAS, the Memorandum of Understanding identifies the maintenance roles and responsibilities of the parties as they relate to Giles Road from the east right of way line of 66th Street to the west right of way line of Portal Road; and

WHEREAS, the Memorandum of Understanding runs for a period of one (1) year which will renew January 1st of each year unless mutually agreed otherwise by the two Cities;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby authorize the Mayor to execute a Memorandum of Understanding with the City of Papillion for shared maintenance responsibilities for portions of Giles Road from the east right of way line of 66th Street to the west right of way line of Portal Road.

PASSED AND APPROVED THIS 2ND DAY OF JANUARY, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

MEMORANDUM OF SHARED MAINTENANCE RESPONSIBILITIES FOR
GILES ROAD
BETWEEN CITY OF LA VISTA & CITY OF PAPILLION
IN SARPY COUNTY, NEBRASKA

East ROW 66th Street to West ROW Line of Portal Road

December 2018

DEFINITIONS:

A. Surface Maintenance:

1. Patching, sealing, and minor repairs of the traveled way.
2. It will also include minor shoulder repair such as repair of wheel ruts and minor erosion.

B. Mowing:

1. Done to the mowing standard of the jurisdiction performing the work including trash pickup.
2. Includes mowing and or cleaning and removal of vegetative growth from the median surfacing cracks and joints.

C. Graffiti Removal:

1. Removing or covering graffiti on the right of way and on structures within the right of way.
2. Usually involves covering paint markings on concrete structures, headwalls, retaining walls, and abutments with a mixture of Portland cement concrete and water.
3. Metallic appurtenances may have to be painted or a graffiti removal product may be used.
4. EACH JURISDICTION MAINTAINS ITS OWN.

D. Pavement Markings:

1. Painting centerlines, edge lines, turn bays, stop lines, etc. per the "Manual on Uniform Traffic Control Devices", latest edition.
2. Pavement striping on Giles Road shall be done as determined by the jurisdiction doing the painting. Some items that do not logically stop at jurisdiction boundaries, such as crosswalks, shall be coordinated to do all at the same time or by one agency as a work trading effort.

E. Traffic Signage:

1. Warning and regulatory signs for mainline Giles Road only, per the "Manual on Uniform Traffic Control Devices", latest edition.
2. Includes all inspection, replacement, cleaning and other normal sign maintenance and replacement.
3. EACH JURISDICTION MAINTAINS ITS OWN. From 69th Street to 96th Street, Papillion maintains all signs controlling eastbound traffic and La Vista maintains all signs controlling westbound traffic.

F. Intersecting Street Signs:

1. Warning and regulatory signs for public streets intersecting with Giles.
2. EACH JURISDICTION MAINTAINS ITS OWN

G. Traffic Signals:

1. Any power-operated traffic control device, other than a barricade warning light or steady burning electric lamp, by which traffic is warned or directed to take some specific action.
2. All routine and preventive maintenance on all traffic signals (Except Highway intersections) shall be the responsibility as shown in Table "B". This will include locating underground cables unless specifically delegated to another agency.
3. Costs for this maintenance shall be shared among the appropriate jurisdictions. The amount shall be \$660.00, annually, per location. This is to be divided among the proper jurisdictions at each location.

H. Ditching:

1. Cleaning and reshaping ditches.
2. EACH JURISDICTION MAINTAINS ITS OWN.

I. Storm Sewer and Culverts:

1. Routine, inspection, cleaning, and maintenance of inlets, ditches, culverts, storm sewer pipes, and junction structures is the responsibility of each jurisdiction.
2. Repair, removal and replacement is the responsibility of each jurisdiction.
3. Each jurisdiction shall investigate and enforce against illicit discharges into storm sewer systems in their respective areas. Each agency shall notify the upstream and/or downstream agency (as applicable) of storm sewer discharge complaints, violations, investigations and enforcement actions.

J. Snow Removal:

1. Routine removal/plowing of snow as well as sanding and salting of the traveled way in accordance with established policies and procedures of each jurisdiction standards.
2. Between 69th Street and 96th Street Papillion is responsible for eastbound snow removal and La Vista is responsible for westbound snow removal. East of 69th Street and west of 96th Street, La Vista is responsible for eastbound and westbound snow removal. However, each agency may plow in either direction based on convenience of operations and without making any cost claims for doing so.

K. Sidewalks:

- 1 EACH JURISDICTION MAINTAINS ITS OWN.

L. Street Lighting:

1 EACH JURISDICTION MAINTAINS ITS OWN.

M. Bridge Responsibility: Not applicable.

Special Notes:

- This MOU shall be reviewed for needed updates in November 2020.
- Signal costs in the main agreement refer to utility costs. The current price is \$660 per signal per year. The lead agency will bill for maintenance at the beginning of each calendar year.

TABLE "A"
GILES ROAD MAINTENANCE
INFORMAL AGREEMENT

GILES ROAD FROM	JURISDICTION	RESPONSIBILITY
East ROW 66 th Street to CL 69 th Street	La Vista (until Papillion annexes Stockman's Hollow)	100%
East ROW 69 th Street to East ROW 96 th	La Vista Papillion	50/50 split at CL
East ROW 96 th Street to West ROW line of 107 th Street	La Vista	100%
West ROW line 107 th to West line of Portal Road	La Vista Papillion	100% Sidewalk on south

TABLE "B"
SIGNAL MAINTENANCE LIST

JURISDICTION	RESPONSIBILITY
Rogers (ped crossing lights)	Lead agency La Vista. Power, maintenance, & bulb replacement-split with Papillion
Edgewood Blvd	Lead agency La Vista. Power, maintenance, & bulb replacement-split with Papillion
South 85th Street	Lead agency La Vista. Power, maintenance, & bulb replacement-split with Papillion
South 72nd Street	Lead agency Papillion. Power, maintenance, & bulb replacement-split with La Vista
South 96th Street	power, maintenance, and bulb replacement; all La Vista
South 108th Street	power, maintenance, and bulb replacement; all La Vista
South 84th Street	power, maintenance, and bulb replacement; all State of NE

MODIFICATION:

It is mutually understood and agreed by and between the parties:

- This MOU may not be assigned by either of the parties hereto to any other entity without the specific written permission of all parties to this Agreement.
- This MOU may be partially or completely terminated or modified only by mutual agreement of

MOU of Giles Road Shared Maintenance Responsibilities

the parties.

EFFECTIVE DATE & SIGNATURE:

This MOU shall be effective upon the signature of Papillion and La Vista officials. It shall be in force from January 1, 2019 to January 1, 2020 and shall renew automatically each year thereafter unless terminated or modified as specified herein. Papillion and La Vista indicate agreement with this MOU by the signatures of their Mayors.

Executed by the City of Papillion this ____ day of _____, 2019

ATTEST: CITY OF PAPILLION, a Nebraska municipal corporation

City Clerk By _____

David P. Black, Mayor

Executed by the City of La Vista this ____ day of _____, 2019

ATTEST: CITY OF LA VISTA, a Nebraska municipal corporation

City Clerk By _____

Douglas Kindig, Mayor

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 2, 2019 AGENDA

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT CIVIC CENTER PARK-PHASE 2 CONSTRUCTION PHASE SERVICES AUTHORIZE AMENDMENT NO. 3	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing Amendment No. 3 to a Professional Services Agreement on behalf of the City of La Vista with Thompson, Dreessen & Dorner, Inc. (TD2) to provide additional construction phase engineering services related to the Civic Center Park Phase 2 improvements and surveying services related to Placemaking for the interface between Civic Park and City Centre. Amendment No. 3 increases the not-to-exceed fee by \$15,700 for these additional services; contract total is now \$337,200.00.

FISCAL IMPACT

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

RECOMMENDATION

Approval

BACKGROUND

The City Council authorized an agreement with TD2 on September 20, 2016 for design phase services for the Golf Course Transformation-Phase 1 Grading Plans. That agreement was amended on April 4, 2017 to include construction phase services for the Phase 1 Golf Course Transformation (Lake Grading) and amended on September 4, 2018 for Phase 2 construction phase services and design of a public sanitary sewer relocation. Design is about to start on Placemaking for the interface between Civic Park and City Centre. A current survey of site conditions is needed for this work and a continuation of erosion control inspection services is required.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA APPROVING AMENDMENT NO. 3 TO THE AGREEMENT FOR PROFESSIONAL SERVICES WITH THOMPSON, DREESSEN & DORNER, INC., OMAHA, NEBRASKA, ESTABLISHING AN AMOUNT NOT TO EXCEED \$337,200.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined additional construction engineering services for Phase 2 of the Civic Center Park Improvements are necessary; and

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

WHEREAS, Amendment No. 3 increases the not to exceed amount by \$15,700.

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. 3 to the agreement for professional services with Thompson, Dreessen, & Dorner, Inc., Omaha Nebraska, establishing an amount not to exceed \$337,200 subject to any changes the City Administrator or City Engineer determines necessary or advisable.

PASSED AND APPROVED THIS 2ND DAY OF JANUARY, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**Proposal for Civil Engineering Services
La Vista Civic Center Park – Phase 2
Amendment No. 3**

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

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

CIVIL ENGINEERING SERVICES:

1. **Erosion Control Monitoring:** Extend erosion control monitoring services identified in Proposal for Civil Engineering Services, La Vista Civic Center Park – Phase 2 Amendment No. 1 dated April 4, 2017 by providing continued monitoring of construction for compliance with the provisions of the Storm Water Pollution Prevention Plan. Monitoring reporting is to be continued on a weekly basis and after rainfall events of $\frac{1}{2}$ inch or greater, whichever interval is less, from January 1, 2019 until July 1, 2020, or until such time that the site is stabilized with permanent structures, pavements and landscaping, whichever is earlier. If site conditions allow, report frequency will be reduced as approved by the City of Omaha Compliance Inspectors and City of La Vista Public Works Department. The reports shall be filed online on the City of Omaha Permix website (<http://www.omahapermix.com>). Copies of the reports may be provided to the Owner and Contractor upon request.
2. **Interface Area Topographic Survey:** TD2 will provide a topographic survey of the interface area between the La Vista Civic Center Park and La Vista City Centre generally outlined on Exhibit "A". This topographic survey will include the following specific tasks:
 - a. Survey of preload soil along sewer relocation route
 - b. Verification of lake water surface by shooting elevation of window cut in northwest corner of outlet structure built by Blade Masters
 - c. Survey the location and elevation of the fire lane constructed in November, 2018 from the intersection with 10 ft trail over the dam to the west end of the fire lane. (Survey of this section is desired prior to the backfilling and post-construction survey in Amendment No. 2)
 - d. Survey the face of the building as constructed on Lot 14, City Centre, and survey an as-built floor elevation.
 - e. Show all utilities in the survey area and show proposed remainder of the sanitary sewer relocation
 - f. Survey the edge of City Centre Drive along south side of Lot 13 and Outlot A in City Centre
 - g. Survey and show the proposed remainder of City Centre drive based on construction plans that will need to be obtained from Olsson Associates, including proposed sewers. The survey will not need to show gas, water, or power, but will refer to a composite plan that the City will obtain from Olsson Associates.
 - h. Survey and show elevation on the south end of cart path bridge over Thompson Creek
 - i. Survey east curb line along 84th Street, from the centerline of City Centre Drive to the centerline of Thompson Creek
 - j. TD2 shall use same horizontal and vertical control as Olsson Associates so that tie-in points match

FEES

Task Description	Amendment No. 3 Fee Amount	Fee Type
Erosion Control Monitoring	\$ 9,000.00	TMNTE
Interface Area Topographic Survey	\$ 6,700.00	TMNTE
Total	\$15,700.00	
TMNTE = Time and Materials Not-To-Exceed		

TERMS AND LIMITATIONS

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

Submitted by,

THOMPSON, DREESSEN & DORNER, INC.



Scott R. Loos, P.E.

SRL/srl

Enclosure

This amendment is accepted this _____ day of _____, 2019 for:

City of La Vista

By: _____
(Signature)

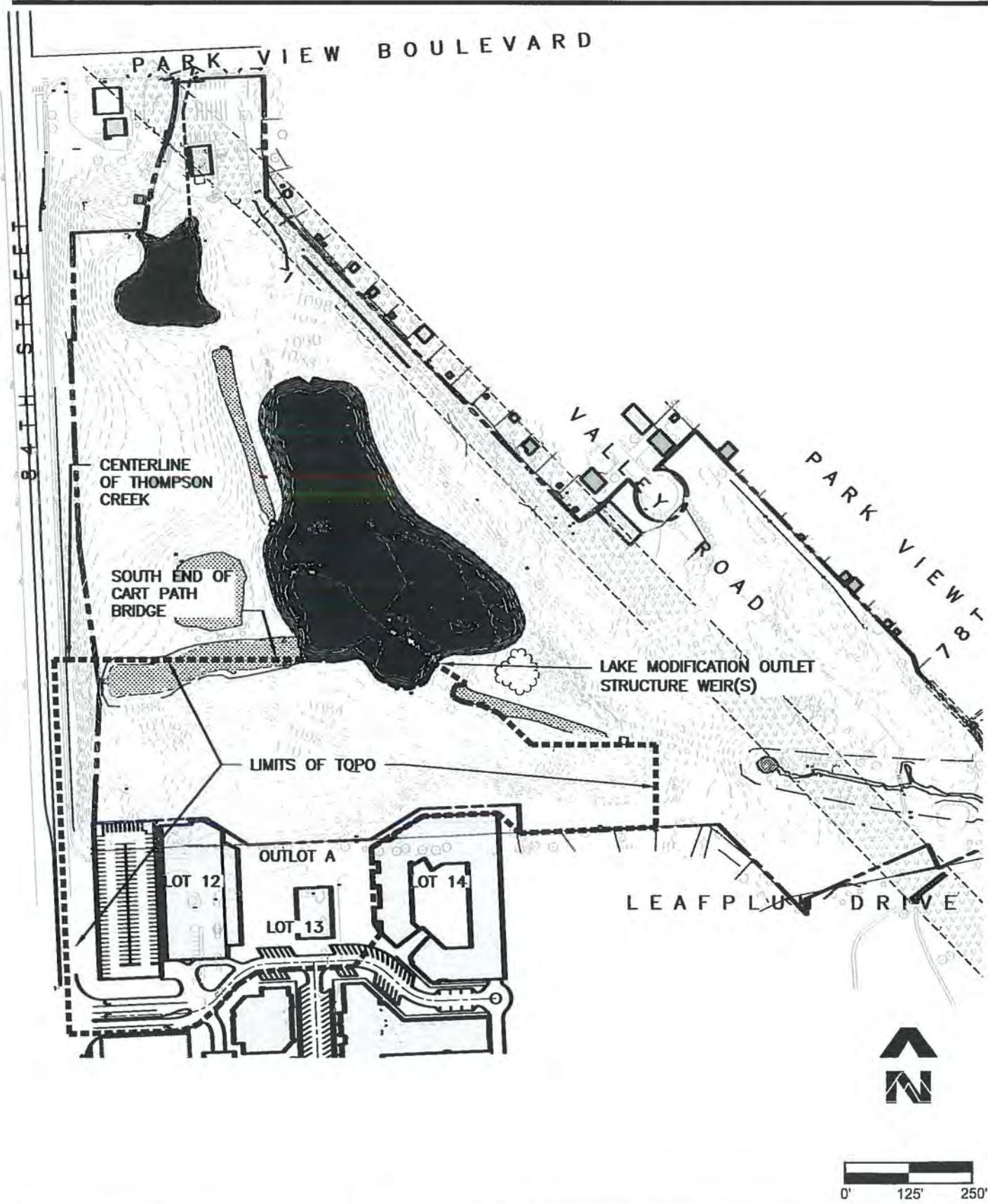
Title: _____

TD2 File No. M 2016-146.5

THOMPSON, DREESSEN & DORNER, INC. 2018 RATE SCHEDULE

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

Last updated 09/19/2018.



CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 2, 2019 AGENDA

Subject:	Type:	Submitted By:
CHANGE ORDER No. 4 PUBLIC IMPROVEMENT REDEV. PROJECT CITY CENTRE INFRASTRUCTURE- PAVEMENT & SEWERS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared to approve a change order to the contract with Graham Construction, Inc. of Omaha, NE to provide for additions of work to the contract. These include decorative street sign posts and construction access road materials. The contract price increases from \$4,495,410.48 to \$4,534,611.91.

FISCAL IMPACT

The FY19/20 Biennial Budget provides funding for this project.

RECOMMENDATION

Approval

BACKGROUND

The initial contract was awarded to Graham Construction on November 21, 2017 in the amount of \$4,298,611.80. Change Orders to date have changed the contract amount to \$4,495,410.48. Additional work has become necessary that was not part of the initial construction documents. Primary items include the addition of decorative street sign posts and provision of surfacing materials for construction access roads to be used by multiple contractors on the project. The change order also addresses liquidated damages for late completion of Phases 1 and 2 of the work beyond November 9, 2018. Change Order No. 4 results in an increase of \$39,201.43.

RESOLUTION NO. ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NO. 4 TO THE CONTRACT WITH GRAHAM CONSTRUCTION, INC., OMAHA, NEBRASKA, TO PROVIDE FOR ADDITIONS OF WORK, FOR AN ADDITIONAL AMOUNT NOT TO EXCEED \$39,201.43.

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

WHEREAS, the FY19/20 Biennial Budget provides funding for this project. The contract price increases from \$4,495,410.48 to \$4,534,611.91.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for Change Order No. 4 to the contract with Graham Construction, Inc., Omaha Nebraska, to provide for additions of work, for an additional amount not to exceed \$39,201.43.

PASSED AND APPROVED THIS 2ND DAY OF JANUARY, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



CHANGE ORDER

No. 4

Date of Issuance: November 26, 2018

Effective Date: November 26, 2018

Project: La Vista City Centre Infrastructure Pavement and Sewers.	Owner: City of La Vista	Owner's Contract No.: CD-17-008
Contract: City Centre Infrastructure Pavement and Sewers		Date of Contract: 11/21/17
Contractor: Graham Construction		Engineer's Project No.: B16-0546

The Contract Documents are modified as follows upon execution of this Change Order:

See 'Work Change Directive 11, and scale tickets for 3" rock added to Lot 17 access road. Also included is Phase 1 & 2 Liquidated Damages.

Attachments: (List documents supporting change): Attachment #1, See 'Work Change Directive 11, scale tickets for 3" rock added to Lot 17 access road.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$4,298,611.80

Original Contract Times:

204 Calendar days, Substantial Completion

229 Calendar days, Final Completion

Increase from previously approved Change Orders
No. 1 to No. 3:

\$196,798.68

Contract Times from previously approved Change Orders
No. 0 to No. 3:

Substantial completion (days or date): October 22, 2018

Ready for final payment (days or date): November 16, 2018

Contract Price prior to this Change Order:

\$4,495,410.48

Contract Times prior to this Change Order:

October 22, 2018 – Substantial

November 16, 2018 – Final Completion

Increase of this Change Order:

\$39,201.43

Contract Time changes of this Change Order:

Substantial completion (days or date): No Change

Ready for final payment (days or date): No Change

Contract Price incorporating this Change Order:

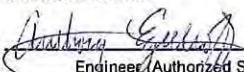
\$4,534,611.91

Contract Times with all approved Change Orders:

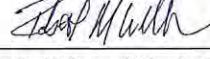
November 9, 2018 – Substantial Completion

– Final Completion - June 5, 2019

RECOMMENDED:

By: 
Engineering
Engineer (Authorized Signature)

ACCEPTED:

By: 
Contractor (Authorized Signature)

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: 12/04/18

6 Date: 12/19/18

Date: _____

Approved by Funding Agency (if applicable): _____

Date: _____



City Centre Infrastructure Pavement & Sewers
Change Order No. 4 Attachment #1

OA Project # 016-0546 Prepared By: Stacy Zablocki/Matt Markham

Owner: City of La Vista Contractor: Graham Construction

December 4, 2018

B	C	D	E	G	H	I	
Item No.	Description	Pay Unit	Contract Qty(S) Prior to this Change Order	Qty(s) Adjustment Per This Change Order	Contract Qty(S) Per this Change Order	CONSTR Unit Price	Change Order No. 3 Costs (G*H)
BID SECTION:							
1	MOBILIZATION	LS	0.89		0.89	\$400,000.00	\$ -
2	REMOVE PAVEMENT	SY	4,373.00		4,373.00	\$10.30	\$ -
3	REMOVE SIDEWALK	SF	582.00		582.00	\$6.90	\$ -
4	REMOVE MEDIAN SURFACING	SF	1,136.00		1,136.00	\$10.30	\$ -
5	REMOVE 12" OR SMALLER SEWER PIPE	LF	526.00		526.00	\$14.70	\$ -
6	REMOVE 15" TO 18" SEWER PIPE	LF	311.00		311.00	\$14.70	\$ -
7	REMOVE 48" SEWER PIPE	LF	418.00		418.00	\$16.70	\$ -
8	REMOVE 54" SEWER PIPE	LF	53.00		53.00	\$24.50	\$ -
9	REMOVE MANHOLE	EA	3.00		3.00	\$685.00	\$ -
10	REMOVE FLARED END SECTION OVER 36" TO 48"	EA	1.00		1.00	\$294.00	\$ -
11	REMOVE FLARED END SECTION OVER 48" TO 60"	EA	1.00		1.00	\$294.00	\$ -
12	REMOVE LIGHT POLE	EA	2.00		2.00	\$975.00	\$ -
13	REMOVE AREA INLET	EA	1.00		1.00	\$735.00	\$ -
14	REMOVE CURB INLET	EA	3.00		3.00	\$490.00	\$ -
15	REMOVE SIGN	EA	2.00		2.00	\$98.00	\$ -
16	REMOVE FENCE	LF	856.00		856.00	\$3.90	\$ -
17	REMOVE SEGMENTAL RETAINING WALL	SF	2,883.00		2,883.00	\$3.90	\$ -
18	SAW CUT - FULL DEPTH	LF	317.00		317.00	\$4.50	\$ -
19	EXCAVATION - ON SITE	CY	19,263.00		19,263.00	\$6.75	\$ -
20	UNSUITABLE MATERIAL	CY	500.00		500.00	\$30.00	\$ -
21	SECURITY FENCE	LF	1,300.00		1,300.00	\$13.00	\$ -
22	TEMPORARY CONTRACTOR ACCESS ROAD	SY	2,914.00		2,914.00	\$9.00	\$ -
23	TEMPORARY 8-INCH SURFACING	SY	912.00		912.00	\$50.00	\$ -
24	RECONSTRUCT MANHOLE TO GRADE	VF	15.90		15.90	\$590.00	\$ -
25	ADJUST MANHOLE TO GRADE	EA	-		-	\$490.00	\$ -
26	ADJUST INLET TO GRADE	EA	-		-	\$735.00	\$ -
27	CONSTRUCT 6-INCH CONCRETE PAVEMENT (TYPE L65)	SY	4,782.00		4,782.00	\$64.00	\$ -
28	CONSTRUCT 8-INCH CONCRETE PAVEMENT (TYPE L65)	SY	9,279.00		9,279.00	\$57.00	\$ -
29	CONSTRUCT 8-INCH COMBINATION CURB AND GUTTER	LF	286.00		286.00	\$14.75	\$ -
30	CONSTRUCT 8-INCH IMPRINTED CONCRETE SURFACING	SF	3,249.00		3,249.00	\$17.75	\$ -
31	CONSTRUCT 4-INCH PCC SIDEWALK	SF	4,225.00		4,225.00	\$4.00	\$ -
32	CONSTRUCT 6-INCH CONCRETE MEDIAN SURFACING	SF	317.00		317.00	\$5.00	\$ -
33	CONSTRUCT CONCRETE CURB RAMP	SF	255.00		255.00	\$10.75	\$ -
34	ARMOR-TILE DETECTABLE WARNING PANELS	SF	53.00		53.00	\$31.50	\$ -
35	CONSTRUCT GRAVITY BLOCK RETAINING WALL	SF	996.00		996.00	\$70.00	\$ -
36	Alternative #1 - Construct Gravity Block Retaining Wall	SF	3,530.00		3,530.00	\$75.00	\$ -
37	CONSTRUCT SMALL BLOCK RETAINING WALL	SF	382.00		382.00	\$24.00	\$ -
38	CONSTRUCT PIPE RAILING	LF	539.00		539.00	\$50.00	\$ -
38A	CONSTRUCT 48" BLACK VINYL CHAIN LINK FENCE	LF	418.00		418.00	\$20.00	\$ -
39	CONSTRUCT CURB WALL	SF	503.00		503.00	\$40.00	\$ -
40	AGGREGATE BEDDING FOR 10" STORM SEWER PIPE	LF	49.00		49.00	\$6.00	\$ -
41	AGGREGATE BEDDING FOR 12" STORM SEWER PIPE	LF	38.00		38.00	\$6.25	\$ -
42	AGGREGATE BEDDING FOR 15" STORM SEWER PIPE	LF	382.00		382.00	\$7.00	\$ -
43	AGGREGATE BEDDING FOR 18" STORM SEWER PIPE	LF	473.00		473.00	\$8.00	\$ -
44	AGRREGATE BEDDING FOR 24" STORM SEWER PIPE	LF	848.00		848.00	\$9.50	\$ -
45	AGRREGATE BEDDING FOR 30" STORM SEWER PIPE	LF	1,518.00		1,518.00	\$14.75	\$ -
46	AGRREGATE BEDDING FOR 36" STORM SEWER PIPE	LF	956.00		956.00	\$17.50	\$ -
47	AGRREGATE BEDDING FOR 42" STORM SEWER PIPE	LF	913.00		913.00	\$20.00	\$ -
48	AGRREGATE BEDDING FOR 54" STORM SEWER PIPE	LF	484.00		484.00	\$25.20	\$ -
49	CONSTRUCT 8" HDPE STORM SEWER PIPE	LF	24.00		24.00	\$49.00	\$ -
50	CONSTRUCT 10" HDPE STORM SEWER PIPE	LF	46.00		46.00	\$42.00	\$ -
51	CONSTRUCT 12" HDPE STORM SEWER PIPE	LF	38.00		38.00	\$49.00	\$ -
52	CONSTRUCT 15" HDPE STORM SEWER PIPE	LF	60.00		60.00	\$54.50	\$ -
53	CONSTRUCT 18" HDPE STORM SEWER PIPE	LF	25.00		25.00	\$64.00	\$ -
54	CONSTRUCT 24" HDPE STORM SEWER PIPE	LF	38.00		38.00	\$67.00	\$ -
55	CONSTRUCT 15" RCP, CLASS III	LF	322.00		322.00	\$50.00	\$ -
56	CONSTRUCT 18" RCP, CLASS III	LF	448.00		448.00	\$60.00	\$ -
57	CONSTRUCT 24" RCP, CLASS III	LF	810.00		810.00	\$62.00	\$ -
58	CONSTRUCT 30" RCP, CLASS III	LF	1,518.00		1,518.00	\$74.00	\$ -
59	CONSTRUCT 36" RCP, D(0.01) = 1350	LF	956.00		956.00	\$105.00	\$ -
60	CONSTRUCT 36" RCP, D(0.01) = 1350 (OR HDPE)	LF	157.00		157.00	\$105.00	\$ -
61	CONSTRUCT 42" RCP, D(0.01) = 1350	LF	913.00		913.00	\$130.00	\$ -
62	CONSTRUCT 54" RCP, D(0.01) = 1350 (OR HDPE)	LF	484.00		484.00	\$165.00	\$ -
63	CONSTRUCT 36" CONCRETE COLLAR	EA	1.00		1.00	\$2,050.00	\$ -
64	CONSTRUCT 54" I.D. STORM MANHOLE	VF	24.30		24.30	\$750.00	\$ -
65	CONSTRUCT 60" I.D. STORM MANHOLE	VF	44.50		44.50	\$770.00	\$ -



City Centre Infrastructure Pavement & Sewers
Change Order No. 4 Attachment #1

OA Project # 016-0546 Prepared By: Stacy Zablocki/Matt Markham

Contractor: Graham Construction

December 4, 2018

Owner: City of La Vista

B	C	D	E	G	H	I	
Item No.	Description	Pay Unit	Contract Qty(S) Prior to this Change Order	Qty(s) Adjustment Per This Change Order	Contract Qty(S) Per this Change Order	CONSTR Unit Price	Change Order No. 3 Costs (G*H)
66	CONSTRUCT 72" I.D. STORM MANHOLE	VF	32.00		32.00	\$800.00	\$ -
67	CONSTRUCT 84" I.D. STORM MANHOLE	VF	87.00		87.00	\$1,105.00	\$ -
68	CONSTRUCT 96" I.D. STORM MANHOLE	VF	145.90		145.90	\$1,185.00	\$ -
69	CONSTRUCT TYPE "C" MANHOLE - NDOR STANDARD PLAN 435-R1	EA	1.00		1.00	\$20,450.00	\$ -
70	PREPARATION OF STRUCTURE	LS	1.00		1.00	\$10,000.00	\$ -
71	CONSTRUCT 30" RC FLARED END SECTION	EA	-		-	\$2,400.00	\$ -
72	CONSTRUCT 36" RC FLARED END SECTION	EA	1.00		1.00	\$2,700.00	\$ -
73	CONSTRUCT 42" RC FLARED END SECTION	EA	1.00		1.00	\$3,000.00	\$ -
74	CONSTRUCT REINFORCED CURB INLET - TYPE III	EA	2.00		2.00	\$5,650.00	\$ -
75	CONSTRUCT CURB INLET - TYPE I	EA	3.00		3.00	\$2,900.00	\$ -
76	CONSTRUCT CURB INLET - TYPE III	EA	2.00		2.00	\$3,750.00	\$ -
77	CONSTRUCT CURB INLET - TYPE IV	EA	4.00		4.00	\$2,825.00	\$ -
78	CONSTRUCT GRATED INLET - TYPE "SADDLE CREEK" INLET	EA	11.00		11.00	\$6,500.00	\$ -
79	INSTALL FILTERRA INLET	EA	-		-	\$20,100.00	\$ -
80	AGGREGATE BEDDING FOR 6" SANITARY SEWER PIPE	LF	644.00		644.00	\$7.00	\$ -
81	AGGREGATE BEDDING FOR 8" SANITARY SEWER PIPE	LF	1,531.00		1,531.00	\$7.00	\$ -
82	AGGREGATE BEDDING FOR 10" SANITARY SEWER PIPE	LF	533.00		533.00	\$8.50	\$ -
83	CONSTRUCT 6" PVC SANITARY SEWER PIPE	LF	644.00		644.00	\$33.00	\$ -
84	CONSTRUCT 8" PVC SANITRAY SEWER PIPE	LF	1,531.00		1,531.00	\$33.00	\$ -
85	CONSTRUCT 10" PVC SANITARY SEWER PIPE	LF	234.00		234.00	\$35.00	\$ -
86	CONSTRUCT 8" DIP SANITARY SEWER PIPE	LF	495.00		495.00	\$150.00	\$ -
87	CONSTRUCT 6"x8" WYE	EA	1.00		1.00	\$350.00	\$ -
88	CONSTRUCT 6" CLEANOUT	EA	1.00		1.00	\$625.00	\$ -
89	INSTALL EXTERNAL FRAME SEAL	EA	50.00		50.00	\$350.00	\$ -
90	CONNECT SANITARY SEWER MANHOLE TAP	EA	1.00		1.00	\$12,000.00	\$ -
91	CONNECT SANITARY SEWER MANHOLE TAP - EXTRA DEEP	EA	1.00		1.00	\$40,000.00	\$ -
92	CONSTRUCT 54" I.D. SANITARY MANHOLE	VF	178.60		178.60	\$510.00	\$ -
93	CONSTRUCT RIPRAP - TYPE "B"	TONS	165.00		165.00	\$62.00	\$ -
94	1" DIA. SCH 40 PVC IN TRENCH	LF	12,380.00		12,380.00	\$3.00	\$ -
95	#8 AWG STRANDED COPPER WIRE W/ THWN INSUL.	LF	18,590.00		18,590.00	\$0.65	\$ -
	LED GLOBE POST-TOP LUMINARE W/ TAPERED STEEL POLE AND CONC.						
96	BASE	EA	66.00		66.00	\$5,310.00	\$ -
97	ELECTRICAL HANDHOLE/PULLBOX	EA	14.00		14.00	\$480.00	\$ -
98	LIGHTING SERVICE CABINET	EA	1.00		1.00	\$18,782.00	\$ -
99	PERMANENT PAINT MARKING - 4" WHITE	LF	4,677.00		4,677.00	\$2.25	\$ -
100	PERMANENT PAINT MARKING - 5" YELLOW	LF	325.00		325.00	\$3.50	\$ -
101	PERMANENT PREFORMED TAPE MARKING - TYPE 4, 5" WHITE, GROOVED	LF	972.00		972.00	\$5.50	\$ -
102	PERMANENT PREFORMED TAPE MARKING - TYPE 3, 12" WHITE, GROOVED	LF	80.00		80.00	\$22.00	\$ -
103	PERMANENT PREFORMED TAPE MARKING - TYPE 3, 24" WHITE, GROOVED	LF	310.00		310.00	\$22.00	\$ -
104	DIRECTIONAL LEFT ARROW, GROOVED	EA	4.00		4.00	\$475.00	\$ -
105	DIRECTIONAL RIGHT ARROW, GROOVED	EA	3.00		3.00	\$550.00	\$ -
106	ADA STALL PAVEMENT MARKING SYMBOL	EA	7.00		7.00	\$175.00	\$ -
107	REMOVE MARKING LINES - 5" WHITE	LF	62.00		62.00	\$17.00	\$ -
108	REMOVE MARKING LINES - 12" WHITE	LF	40.00		40.00	\$29.00	\$ -
109	REMOVE MARKING LINES - 24" WHITE	LF	120.00		120.00	\$33.00	\$ -
110	REMOVE MARKING SYMBOL - DIRECTIONAL ARROW	EA	2.00		2.00	\$425.00	\$ -
111	INSTALL TRAFFIC POSTS AND SIGNS, CONTRACTOR PROVIDED	LS	1.00		1.00	\$22,000.00	\$ -
112	PROVIDE TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$15,000.00	\$ -
113	INSTALL SEEDING (COVER CROP)	AC	1.37		1.37	\$835.00	\$ -
114	INSTALL SEEDING(NATIVE MIX)	AC	0.52		0.52	\$3,050.00	\$ -
115	INSTALL SEEDING TURF (EROSION CONTROL TYPE 2)	AC	6.06		6.06	\$8,500.00	\$ -
116	INSTALL INLET PROTECTION	EA	20.00		20.00	\$215.00	\$ -
117	INSTALL EROSION CHECK (WATTLE)	LF	3,023.00		3,023.00	\$3.00	\$ -
118	INSTALL SODDING	SY	185.00		185.00	\$55.00	\$ -



City Centre Infrastructure Pavement & Sewers
Change Order No. 4 Attachment #1

OA Project # 016-0546 Prepared By: Stacy Zablocki/Matt Markham

Owner: City of La Vista

Contractor: Graham Construction

December 4, 2018

B	C	D	E	G	H	I	
Item No.	Description	Pay Unit	Contract Qty(S) Prior to this Change Order	Qty(s) Adjustment Per This Change Order	Contract Qty(S) Per this Change Order	CONSTR Unit Price	Change Order No. 3 Costs (G*H)
119	INSTALL SILT FENCE	LF	460.00		460.00	\$3.00	\$ -
120	INSTALL FLEXAMAT	SY	174.00		174.00	\$97.00	\$ -
121	INSTALL TURF REINFORCEMENT MAT (TYPE A)	SY	491.00		491.00	\$6.25	\$ -
122	INSTALL SAFL BAFFLE	EA	3.00		3.00	\$6,900.00	\$ -
123	INSTALL SNOT	EA	1.00		1.00	\$7,100.00	\$ -
124	INSTALL 18" I.D. PRESERVER	EA	1.00		1.00	\$4,200.00	\$ -
125	INSTALL 24" I.D. PRESERVER	EA	1.00		1.00	\$5,300.00	\$ -
126	INSTALL 30" I.D. PRESERVER	EA	1.00		1.00	\$8,900.00	\$ -
127	INSTALL 36" I.D. SKIMMER	EA	1.00		1.00	\$5,300.00	\$ -
128	CONSTRUCT WATER QUALITY STRUCTURE	LS	1.00		1.00	\$18,000.00	\$ -
129	INSTALL CONSTRUCTION ENTRANCE	EA	1.00		1.00	\$1,500.00	\$ -
130	RENTAL OF LOADER, FULLY OPERATED	HR	20.00		20.00	\$120.00	\$ -
131	RENTAL OF BACKHOE, FULLY OPERATED	HR	20.00		20.00	\$105.00	\$ -
132	RENTAL OF DUMP TRUCK, FULLY OPERATED	HR	20.00		20.00	\$95.00	\$ -
133	RENTAL OF SKID LOADER, FULLY OPERATED	HR	20.00		20.00	\$100.00	\$ -
	RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATED						
134	RENTAL OF VACUUM TRUCK, FULLY OPERATED	HR	20.00		20.00	\$175.00	\$ -
135	RENTAL OF VACUUM TRUCK, FULLY OPERATED	HR	20.00		20.00	\$340.00	\$ -
						TOTAL	\$ -

CHANGE ORDER #1

B1	Right-of-Way Grading	CY	2,100.00	-	2,100.00	\$6.60	\$ -
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CHANGE ORDER #2

WCD#1	Removal of Tree per Work Change Directive #1	LS	1.00		1.00	\$705.85	\$ -
WCD#2	Abandonment of 50' of 36" Storm Sewer per Work Change Directive #2	LS	1.00		1.00	\$10,861.78	\$ -
WCD#3	Construction of a 10-inch stubout from Sanitary Manhole GS2	LS	1.00		1.00	\$232.50	\$ -
WCD#4	Remove existing wood panel fence, and replace with white vinyl privacy fence, per Work Change Directive #4	LS	1.00		1.00	\$51,139.20	\$ -
WCD#6	Construction of a 2" ACC Overlay as per Work Change Directive #6	LS	1.00		1.00	\$8,300.00	\$ -
87A (Rev 1)	Construct 6"X10" WYE	EA	1.00		1.00	\$350.00	\$ -
B1	ROW Grading (See attached map, the road surface against the verification topo we shot, giving 2,176 CY of cut)	CY	2,176.00		2,176.00	\$6.60	\$ -
CO#2	Tree Removal in the Fence Line	EA	1.00		1.00	\$1,575.00	\$ -
	<u>Note:</u> Remove Mulberry - Two (2) trees on the City's side of the fence at the SW Corner of Marisu Lane						
	<u>Note:</u> Remove Evergreen - Tree in back yard of 7827 Marisu Lane						
	<u>Note:</u> Remove Maple - Tree on the City's side of the fence at the SW corner of 7809 Marisu Lane						
	<u>Note:</u> Stump Grinding not performed at the request of The City of La Vista						
WCD #7	Retaining Wall Cap Salvage	LS	1.00		1.00	\$5,118.75	\$ -

CHANGE ORDER #3

WCD #8	Installation of five 42" energy dissipator baffles in the pipe run between MH-G7 and MH-G8	LS	1.00		1.00	\$5,076.50	\$ -
WCD #9	Addition of receptacles to the light poles throughout the project.	LS	1.00		1.00	\$91,825.13	\$ -
WCD #10	Outlot C, Lot 4,5,6 Grading Work	LS	1.00		1.00	\$109,698.60	\$ -
CO #3	Add to contract for Storm Sewer Filling	LS	1.00		1.00	\$2,630.00	\$ -
CO #3	Add to contract for Storm Sewer CCTV	EA	1.00		1.00	\$6,675.79	\$ -
CO #3	3" Rock for Lot 17 Access Road	TN	134.32		134.32	\$28.50	\$ -
CO #3	Tree Removal at the south end of the right-of-way	EA	1.00		1.00	\$1,800.00	\$ -
CO #3	Bolt Ring and Grate in Detention Basin	EA	1.00		1.00	\$376.56	\$ -

CHANGE ORDER #4

WCD #11	Installation of decorative street signs	LS	1.00	1.00	1.00	\$42,630.00	\$ 42,630.00
CO#4	3" Rock added to Lot 17 access road	TN		80.05	80.05	\$28.50	\$ 2,281.43
CO#4	Phase 1 & 2 Liquidated Damages	LS		1.00	1.00	(\$5,710.00)	\$ (5,710.00)

TOTAL \$ 39,201.43

Original Contract Cost	\$ 4,298,611.80
Original Bid Quantity Changes	\$ (173,138.10)
Change Order No. 1	\$ 13,860.00
Change Order No.2	\$ 115,225.88
Change Order No.3	\$ 240,850.90
Change Order No.4	\$ 39,201.43
Total Contract Costs	\$ 4,534,611.91