

LA VISTA CITY COUNCIL MEETING AGENDA

July 16, 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**

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 July 2, 2019 City Council Meeting
3. Monthly Financial Report – May 2019
4. Request for Payment – Burns & McDonnell Engineering Co., Inc. – Professional Services – Sewer Rate Study – \$14,977.03
5. Request for Payment – Burns & McDonnell Engineering Co., Inc. – Professional Services – Sewer Rate Study – \$2,478.00
6. Request for Payment - Design Workshop, Inc. – Professional Services – 84th Streetscape Plan – \$24,187.40
7. Request for Payment – Design Workshop, Inc. – Professional Services – 84th Streetscape Plan – \$36,191.20
8. Request for Payment – Graham Construction Inc. – Construction Services – 84th Street Redevelopment Area – City Centre Infrastructure – \$105,673.05
9. Request for Payment – Hawkins Construction Company – Construction Services – Offstreet Parking District No. 2, Structure No. 1 – \$274,290.30
10. Request for Payment – The Burdette Agency, Inc. – Professional Services – Branding Project – \$26,000.00
11. Request for Payment – Olsson – Professional Services – City Centre Lot 17 Parking Garage – \$9,743.50
12. Request for Payment – Olsson – Professional Services – City Centre Phase 1 Public Infrastructure – \$46,513.25
13. Request for Payment – City of Omaha – Sewer Connection Fees – \$42,279.27
14. Request for Payment – Papio-Missouri River Natural Resources District – Professional Services – Annual Stormwater Management Fees – \$129,493.59
15. Request for Payment – Sarpy County – Sewer Connection Fees – \$59,455.00
16. Request for Payment Thompson, Dreessen & Dorner, Inc. – Professional Services – Phase 2 Golf Course Transformation – Proposed Lake Improvements – \$913.75
17. Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Phase 2 Golf Course Transformation – Proposed Lake Improvements - \$4,308.05
18. Approval of Claims

- Reports from City Administrator and Department Heads

B. Resolution – Change Order No. 5 – Public Improvement Redevelopment Project – City Centre Infrastructure – Pavement & Sewers

C. Resolution – Approval of Sarpy County and Cities Wastewater Agency FY2019-2020 Budget

D. Resolution – Approval of Sarpy County and Cities Wastewater Agency Jurisdiction and Growth Management Plan

E. Resolution – Agreement – Public Parking Services

F. Resolution – Authorize Purchase – Pickup Truck

- **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 JULY 2, 2019

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on July 2, 2019. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Director of Public Works Soucie, Assistant Library Director Norton, Director of Administrative Services Pokorny, Recreation Director Stopak, Finance Director Miserez, Senior Planner Solberg, City Engineer Kottmann, and Human Resources Director Trail.

A notice of the meeting was given in advance thereof by publication in the Omaha World-Herald on June 19, 2019. 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.

PROCLAMATION: INTERNATIONAL CLOWN WEEK

Councilmember Quick read a proclamation recognizing August 1st – 7th as International Clown Week in La Vista.

SERVICE AWARDS: PAT CAVLOVIC – 20 YEARS

Mayor Kindig presented a service award to Pat Cavlovic for 20 years of service to the City.

CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE JUNE 18, 2019 CITY COUNCIL
MEETING
3. REQUEST FOR PAYMENT – ALFRED BENESCH & COMPANY –
PROFESSIONAL SERVICES – CONSTRUCTION ENGINEERING SERVICES –
2019 PARK VIEW BLVD RESURFACING – \$3,461.78
4. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES –
CITY CENTRE GARAGE SECURITY PLANNING – \$1,495.00
5. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES –
CITY CENTRE PARKING FACILITY – \$2,973.52
6. REQUEST FOR PAYMENT – SWAIN CONSTRUCTION, INC. –
CONSTRUCTION SERVICES – PARK VIEW BLVD. RESURFACING –
\$165,088.39
7. APPROVE CHANGE IN DATE OF CITY COUNCIL MEETING FROM AUGUST
6, 2018 AT 6:00 P.M. TO AUGUST 5, 2018 AT 6:00 P.M.
8. APPROVAL OF CLAIMS

911 CUSTOM LLC, services	23,959.42
ACCO UNLIMITED CORP, supplies	794.00
ACCURATE TESTING INC, services	445.00
ACTION BATTERIES, services	629.88
ACTION SIGNS INC, services	824.00
ALTEC INDUSTRIES INC, maint.	15.95
AMANDA BLOMENKAMP, refund	30.00
AMAZON CAPITAL, services	112.71
A-RELIEF, services	446.00
ASPHALT & CONCRETE MATERIALS, maint.	1,701.21
AT&T MOBILITY LLC, phones	93.72
ATLAS AWNING CO, services	4,570.00
BAUER BUILT INC, maint.	278.68
BIG RIG TRUCK ACCESSORIES, maint.	88.85

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

BISHOP BUSINESS EQUIPMENT, services	3,116.26
BLACK HILLS ENERGY, utilities	24.28
BOB'S RADIATOR REPAIR CO, maint.	121.00
BOLD OFFICE SOLUTIONS, services	2,156.35
BROADCAST MUSIC INC, services	358.00
BUETHE, P., travel	490.07
CATHERINE DEMES MAYDEW, services	2,177.50
CENTURY LINK, phones	345.28
CENTURY LINK BUSN SVCS, phones	39.76
CITY OF OMAHA, services	208,482.35
CITY OF PAPILLION, services	170,752.00
CONSOLIDATED MANAGEMENT, services	12.43
CONTINENTAL RESEARCH CORP, supplies	1,671.71
CONTROL MASTERS INC, bld&grnds	72.50
CONVERGE ONE INC, services	2,944.87
COX COMMUNICATIONS, services	147.03
D & K PRODUCTS, supplies	524.17
DANIEL S KRAFT, refund	22.00
DIXON RESOURCES, services	3,928.75
DOUGLAS COUNTY SHERIFF'S OFC, services	762.50
DXP ENTERPRISES INC, maint.	4.85
EDGEWEAR SCREEN PRINTING, apparel	574.00
EXPRESS DISTRIBUTION, supplies	498.42
EYMAN PLUMBING INC, services	446.48
FELSBURG HOLT & ULLEVIG INC, services	7,755.45
FIRST NATIONAL BANK FREMONT, bonds	813,308.75
GENUINE PARTS CO, maint.	1,473.03
GRAHAM CONSTRUCTION, INC, services	340,564.05
HAMELE ENTERPRISES, maint.	3.95
HANEY SHOE STORE, apparel	118.99
HAWKINS CONSTRUCTION CO, services	519,426.90
HDR ENGINEERING INC, services	16,176.06
HEIM, JAMES A, services	2,833.50
HUNTEL COMMUNICATIONS, INC, services	212.50
INCIDENT RESPONSE TECHNOLOGIES INC, services	2,103.75
INGRAM LIBRARY SERVICES, books	333.17
INTERNATIONAL CODE COUNCIL, services	650.00
J & J SMALL ENGINE, maint.	605.15
JACIK, T., travel	234.00
KUBOTA OF OMAHA, services	22,493.02
LARSEN SUPPLY CO, bld&grnds	477.36
LAUSTEN JR ROBERT S, services	600.00
LELAND APPAREL, apparel	64.00
LEXIS NEXIS MATTHEW BENDER, services	70.08
LIBRA INDUSTRIES INC, apparel	77.00
LIBRARY IDEAS LLC, books	454.40
LINCOLN TENT INC, services	495.00
LOU'S SPORTING GOODS, supplies	52.00
LOVELAND GRASS PAD, bld&grnds	1,258.80
MARCO INC, services	119.56
MARTIN ASPHALT - MONARCH OIL, services	488.40
MATHESON TRI-GAS INC, supplies	408.90
MAX'S BODY SHOP, INC., maint.	744.50
METRO COMM COLLEGE, services	18,381.11
MUD, utilities	3,060.00
MICHAEL TODD & CO, services	69.00
MID AMERICAN SIGNAL INC, services	419.00
MID CON SYSTEMS INC, supplies	811.18
MIDWEST TAPE, media	53.38
MISEREZ, C., travel	336.75

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MNJ TECHNOLOGIES, services	9,440.00
MONKSON INC, services	376.00
MURPHY TRACTOR & EQUIP, maint.	495.04
NE LAW ENFORCEMENT, services	100.00
NE SALT & GRAIN CO, maint.	1,587.50
NMC EXCHANGE LLC, maint.	336.76
NOLL, MARGARET M, services	120.00
OFFICE DEPOT INC, supplies	641.33
OGS TECHNOLOGIES INC, supplies	76.87
OMNI ENGINEERING, services	1,588.98
PAPILLION LA VISTA PUBLIC SCHOOLS, services	50.00
PAPIO-MISSOURI RIVER NRD, services	5,000.00
PARK YOUR PAWZ INC, services	324.00
PEPSI COLA CO, supplies	881.34
PER MAR SECURITY, services	77.00
PLAINS EQUIPMENT GROUP, maint.	28.10
PROGRESSIVE BUSINESS TECH, services	375.00
RAMIREZ, R., travel	58.00
RAY ALLEN MANUFACTURING CO, services	51.96
RDG PLANNING & DESIGN, services	40,264.52
RED WING BUSINESS ADVANTAGE, apparel	150.00
RON TURLEY ASSOCIATES INC, services	1,700.00
SAVVY SNIPER LLC, supplies	72.90
SCHEMMER ASSOCIATES INC, services	960.00
SHAMROCK CONCRETE CO, maint.	660.00
SIGN IT, services	319.05
SOUTHERN UNIFORM, apparel	4,571.52
SUBSURFACE SOLUTIONS, services	4,995.00
SUN COUNTRY DISTRIBUTING, supplies	11.42
TERRY L WEAVER, refund	22.00
THE LIFEGUARD STORE, supplies	336.75
TODCO BARRICADE CO, services	970.00
UNITED PARCEL, services	8.44
US PATRIOT LLC, apparel	658.90
VIERREGGER ELECTRIC CO, services	443.04
WAL-MART, supplies	4,189.64
WICK'S STERLING TRUCKS INC, maint.	68.02

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Clerk Buethe reported that the budget workshop will be held immediately following the July 16 City Council Meeting. She also reminded everyone that the first meeting in August has been moved to Monday, August 5 at 6:00 p.m.

Director of Administrative Services Pokorny reported that budget documents are in the Council mailboxes.

Recreation Director Stopak thanked everyone who helped with the Urban Adventure Race. He also reported that in response to residents' requests for more children's programming, the Recreation Department has partnered with Omaha Kids Can Run to offer a new program, La Vista Kids Can Run.

Director of Public Works Soucie reported that a pavement buckle was repaired at 74th and Harrison Streets and that Swain has completed the concrete and ADA work along Park View Boulevard; the milling will start July 15th. He also reported that pothole crews have just a few streets left to complete.

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

B. AMEND VARIOUS SECTIONS OF THE LA VISTA MUNICIPAL CODE

1. ORDINANCE – AMEND SECTIONS 30.46 AND 30.47

Councilmember Sheehan introduced Ordinance No. 1346 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, TO AMEND THE LA VISTA MUNICIPAL CODE SECTIONS 30.46 AND 30.47; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Sheehan moved that the statutory rule requiring reading on three different days be suspended. Councilmember Crawford seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. 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. 1346 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance, and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

2. ORDINANCE – AMEND SECTION 32.02

Councilmember Thomas introduced Ordinance No. 1347 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, TO AMEND THE LA VISTA MUNICIPAL CODE SECTION 32.02; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Sheehan 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, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. 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 Thomas moved for final passage of the ordinance which motion was seconded by Councilmember Frederick. The Mayor then stated the question, "Shall Ordinance No. 1347 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance, and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

3. ORDINANCE – AMEND SECTION 34.26

Councilmember Frederick introduced Ordinance No. 1348 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, TO AMEND THE LA VISTA MUNICIPAL CODE SECTION 34.26 TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Sheehan moved that the statutory rule requiring reading on three different days be suspended. Councilmember Crawford seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye:

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Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. 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. 1348 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance, and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

4. ORDINANCE – AMEND SECTION 35.03

Councilmember Sell introduced Ordinance No. 1349 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, TO AMEND THE LA VISTA MUNICIPAL CODE SECTION 35.03 TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Frederick moved that the statutory rule requiring reading on three different days be suspended. Councilmember Thomas seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. 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 Thomas. The Mayor then stated the question, "Shall Ordinance No. 1349 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance, and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

5. ORDINANCE – AMEND SECTIONS 70.042 AND 70.070

Councilmember Hale introduced Ordinance No. 1350 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA TO AMEND THE LA VISTA MUNICIPAL CODE SECTIONS 70.042 AND 70.070; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Thomas seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. 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. 1350 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance, and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

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6. ORDINANCE – AMEND SECTION 71.053

Councilmember Hale introduced Ordinance No. 1351 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, TO AMEND THE LA VISTA MUNICIPAL CODE SECTION 71.053 TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Quick moved that the statutory rule requiring reading on three different days be suspended. Councilmember Thomas seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. 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 Frederick moved for final passage of the ordinance which motion was seconded by Councilmember Thomas. The Mayor then stated the question, "Shall Ordinance No. 1351 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance, and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

7. ORDINANCE – AMEND SECTIONS 92.15, 92.16, 92.17, 92.18 AND 92.21

Councilmember Thomas introduced Ordinance No. 1352 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA TO AMEND MUNICIPAL CODE SECTIONS 92.15, 92.16, 92.17, 92.18, AND 92.21; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Quick moved that the statutory rule requiring reading on three different days be suspended. Councilmember Crawford seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. 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 Sell moved for final passage of the ordinance which motion was seconded by Councilmember Thomas. The Mayor then stated the question, "Shall Ordinance No. 1352 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance, and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

8. ORDINANCE – AMEND SECTIONS 95.13 AND 95.15

Councilmember Frederick introduced Ordinance No. 1353 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, TO AMEND THE LA VISTA MUNICIPAL CODE SECTION 95.13 AND 95.15; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

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Said ordinance was then read by title and thereafter Councilmember Sheehan moved for final passage of the ordinance which motion was seconded by Councilmember Thomas. The Mayor then stated the question, "Shall Ordinance No. 1353 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance, and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

9. ORDINANCE – AMEND SECTIONS 114.02, 114.23, 114.24, 114.30, 114.51

Councilmember Quick introduced Ordinance No. 1354 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, TO AMEND THE LA VISTA MUNICIPAL CODE SECTIONS 114.02, 114.23, 114.24, 114.30 AND 114.51; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; 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, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. 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 Sell moved for final passage of the ordinance which motion was seconded by Councilmember Thomas. The Mayor then stated the question, "Shall Ordinance No. 1354 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance, and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

10. ORDINANCE – AMEND SECTION 117.15

Councilmember Thomas introduced Ordinance No. 1355 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, TO AMEND THE LA VISTA MUNICIPAL CODE SECTION 117.15 TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Quick 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, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. 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 Frederick moved for final passage of the ordinance which motion was seconded by Councilmember Thomas. The Mayor then stated the question, "Shall Ordinance No. 1355 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance, and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

11. ORDINANCE – AMEND SECTION 130.02

Councilmember Sheehan introduced Ordinance No. 1356 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, TO AMEND THE LA VISTA MUNICIPAL CODE SECTION 130.02; TO REPEAL CONFLICTING

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

ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Thomas 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, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. 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 Quick moved for final passage of the ordinance which motion was seconded by Councilmember Thomas. The Mayor then stated the question, "Shall Ordinance No. 1356 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance, and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

12. ORDINANCE – AMEND SECTION 133.01

Councilmember Frederick introduced Ordinance No. 1357 entitled: AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA TO AMEND MUNICIPAL CODE SECTION 133.01; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Thomas 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, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. 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 Frederick moved for final passage of the ordinance which motion was seconded by Councilmember Quick. The Mayor then stated the question, "Shall Ordinance No. 1357 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance, and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

C. RESOLUTION – CHANGE ORDER NO. 12 – 84TH STREET REDEVELOPMENT AREA – PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT – OFFSTREET PARKING DISTRICT NO. 2, STRUCTURE NO. 1

Councilmember Frederick introduced and moved for the adoption of Resolution No. 19-098 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NUMBER 12 TO THE CONTRACT WITH HAWKINS CONSTRUCTION CO., OMAHA, NEBRASKA, TO INCLUDE ADDITIONAL PAVEMENT WHICH WILL RESULT IN AN INCREASE IN THE CONTRACT PRICE OF \$2,358.00.

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

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

WHEREAS, change order number 12 will increase the contract amount by \$2,358.00 to a total of \$4,133,651.91;

MINUTE RECORD

July 2, 2019

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

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for change order number 12 to the contract with Hawkins Construction Co., Omaha, Nebraska, to include additional pavement which will result in an increase in the contract price of \$2,358.00.

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

D. APPROVAL OF CLASS C LIQUOR LICENSE APPLICATION – SOUTHPORT LODGING LLC DBA HAMPTON INN

1. PUBLIC HEARING

At 6:22 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the application for a Class C Liquor License. Mike Works was present to answer any questions.

At 6:22 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

2. RESOLUTION

Councilmember Sell introduced and moved for the adoption of Resolution No.19-099 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS C LIQUOR LICENSE FOR SOUTHPORT LODGING, LLC DBA HAMPTON INN IN LA VISTA, NEBRASKA.

WHEREAS, Southport Lodging, LLC dba Hampton Inn, 12331 Southport Pkwy., La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C Liquor License; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of a Class C Liquor License submitted by Southport Lodging, LLC dba Hampton Inn, 12331 Southport Pkwy., La Vista, Sarpy County, Nebraska.

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

E. DISCUSSION – PACE FINANCING

Chris Peterson with PACE Sage Capital made a presentation to the Mayor and City Council on Property Assessed Clean Energy (PACE) financing.

There was Council consensus to have staff prepare an ordinance on PACE financing for a future meeting.

COMMENTS FROM THE FLOOR

There were no comments from the floor.

MINUTE RECORD

July 2, 2019

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

COMMENTS FROM MAYOR AND COUNCIL

There were no comments from the Mayor and Council.

At 7:01 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 16TH DAY OF JULY 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending May 31, 2019
67% of the Fiscal Year 2019

	Total All Funds					% of Budget Used
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget		
OPERATING REVENUES						
General Fund	\$ 18,435,291	\$ 1,977,145	\$ 11,397,050	\$ (7,038,241)		62%
Sewer Fund	4,528,909	436,063	2,718,988	(1,809,921)		60%
Debt Service Fund	4,232,911	419,346	2,991,507	(1,241,404)		71%
Capital Improvement Program Fund	811,366	-	-	(811,366)		0%
Lottery Fund	1,206,691	98,994	781,935	(424,756)		65%
Economic Development Fund	718	-	4	(714)		1%
Off Street Parking Fund	464	1,784	8,823	8,359		
Redevelopment Fund	3,164,298	240,870	1,577,370	(1,586,928)		50%
Police Academy	80,055	20,000	100,896	20,841		126%
TIF 1A	-	9,034	9,034	9,034		0%
TIF 1B	-	-	-	-		0%
Sewer Reserve Fund	3,003	1,005	5,013	2,010		167%
Qualified Sinking Fund	250	83	417	167		167%
Total Operating Revenues	32,463,956	3,204,323	19,591,036	(12,872,920)		60%

OPERATING EXPENDITURES

General Fund	18,155,822	1,724,945	10,973,238	(7,182,584)	60%
Sewer Fund	3,978,263	276,516	1,484,311	(2,493,952)	37%
Debt Service Fund	4,130,462	113,954	2,240,571	(1,889,891)	54%
Capital Improvement Program Fund	-	-	-	-	0%
Lottery Fund	760,175	64,758	345,699	(414,476)	45%
Economic Development Fund	134,559	-	-	(134,559)	0%
Off Street Parking Fund	1,137,642	5,059	609,771	(527,871)	54%
Redevelopment Fund	2,508,057	-	404,393	(2,103,664)	16%
Police Academy	95,104	8,376	62,802	(32,302)	66%
TIF 1A	-	90	12,454	12,454	0%
TIF 1B	-	-	19,136	19,136	0%
Sewer Reserve Fund	-	-	-	-	0%
Qualified Sinking Fund	-	-	-	-	0%
Total Operating Expenditures	30,900,084	2,193,698	16,152,375	(14,747,709)	52%

OPERATING REVENUES NET OF EXPENDITURES

General Fund	279,469	252,200	423,812	144,343
Sewer Fund	550,646	159,548	1,234,678	684,032
Debt Service Fund	102,449	305,392	750,935	648,486
Capital Improvement Program Fund	811,366	-	-	(811,366)
Lottery Fund	446,516	34,236	436,236	(10,280)
Economic Development Fund	(133,841)	-	4	133,845
Off Street Parking Fund	(1,137,178)	(3,276)	(600,947)	536,231
Redevelopment Fund	656,241	240,870	1,172,977	516,736
Police Academy	(15,049)	11,624	38,094	53,143
TIF 1A	-	8,943	(3,421)	(3,421)
TIF 1B	-	-	(19,136)	(19,136)
Sewer Reserve Fund	3,003	1,005	5,013	2,010
Qualified Sinking Fund	250	83	417	167
Operating Revenues Net of Expenditures	1,563,872	1,010,625	3,438,661	1,874,789
	-	-	-	(0)

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending May 31, 2019
67% of the Fiscal Year 2019

Total All Funds				
<u>Budget</u> (12 month)	<u>MTD</u> Actual	<u>YTD</u> Actual	Over(under) Budget	% of Budget Used

OTHER FINANCING SOURCES & USES

TRANSFERS IN

General Fund	96,902	-	122,652	25,750	127%
Sewer Fund	3,000	-	-	(3,000)	0%
Debt Service Fund	724,604	-	-	(724,604)	0%
Capital Improvement Program Fund	2,570,012	-	993,029	(1,576,983)	39%
Lottery Fund	-	-	2,460	2,460	-
Economic Development Fund	200,000	-	-	(200,000)	0%
Off Street Parking Fund	1,138,651	-	607,239	(531,412)	53%
Redevelopment Fund	-	-	-	-	-
Police Academy	20,000	-	20,000	-	100%
TIF 1A	-	-	-	-	-
TIF 1B	-	-	-	-	-
Sewer Reserve Fund	1,201,125	-	1,201,125	-	100%
Qualified Sinking Fund	100,000	-	100,000	-	100%
Total Transfers In	6,054,294	-	3,046,505	(3,007,789)	50%

TRANSFERS OUT

General Fund	(772,604)	-	(80,250)	692,354	10%
Sewer Fund	(1,201,125)	-	(1,201,125)	-	100%
Debt Service Fund	(3,179,106)	-	(1,040,395)	2,138,711	33%
Capital Improvement Program Fund	(90,000)	-	-	90,000	0%
Lottery Fund	(395,902)	-	(172,652)	223,250	44%
Economic Development Fund	-	-	-	-	-
Off Street Parking Fund	-	-	-	-	-
Redevelopment Fund	(415,557)	-	(552,083)	(136,526)	133%
Police Academy	-	-	-	-	-
TIF 1A	-	-	-	-	-
TIF 1B	-	-	-	-	-
Sewer Reserve Fund	-	-	-	-	-
Qualified Sinking Fund	-	-	-	-	-
Total Transfers Out	(6,054,294)	-	(3,046,505)	3,007,789	50%

NET TRANSFERS

General Fund	(675,702)	-	42,402	718,104	100%
Sewer Fund	(1,198,125)	-	(1,201,125)	(3,000)	100%
Debt Service Fund	(2,454,502)	-	(1,040,395)	1,414,107	42%
Capital Improvement Program Fund	2,480,012	-	993,029	(1,486,983)	40%
Lottery Fund	(395,902)	-	(170,192)	225,710	43%
Economic Development Fund	200,000	-	-	(200,000)	0%
Off Street Parking Fund	1,138,651	-	607,239	(531,412)	53%
Redevelopment Fund	(415,557)	-	(552,083)	(136,526)	133%
Police Academy	20,000	-	20,000	-	100%
TIF 1A	-	-	-	-	-
TIF 1B	-	-	-	-	-
Sewer Reserve Fund	1,201,125	-	1,201,125	-	100%
Qualified Sinking Fund	100,000	-	100,000	-	100%
Total Net Transfers	0	-	-	0	100%

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending May 31, 2019
67% of the Fiscal Year 2019

Total All Funds				
<u>Budget</u> (12 month)	<u>MTD</u> Actual	<u>YTD</u> Actual	Over(under) Budget	% of Budget Used

OTHER REVENUE: BOND PROCEEDS

Sewer Fund	-	-	-	0%
Capital Improvement Program Fund	10,270,000	-	-	(10,270,000)
Economic Development Fund	3,000,000	-	-	(3,000,000)
Off Street Parking Fund	2,503,611	-	-	(2,503,611)
Redevelopment Fund	17,130,000	-	-	(17,130,000)
Total Bond Proceeds	32,903,611	-	-	(32,903,611)

OTHER EXPENDITURES: CAPITAL IMPROVEMENT PROGRAM

Sewer Fund	125,000	-	-	(125,000)	0%
Capital Improvement Program Fund	8,982,012	833,272	1,342,661	(7,639,351)	15%
Off Street Parking Fund	6,852,315	523,895	1,689,291	(5,163,024)	25%
Redevelopment Fund	10,780,187	692,085	3,063,565	(7,716,622)	28%
Total Capital Improvement Program	26,739,514	2,049,253	6,095,517	(20,643,997)	23%

OTHER EXPENDITURES: EDP GRANT

Economic Development Fund	3,000,000	-	-	(3,000,000)	0%
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NET FUND ACTIVITY

General Fund	(396,233)	252,200	466,214	862,447
Sewer Fund	(772,479)	-	159,548	33,553
Debt Service Fund	(2,352,053)	305,392	(289,460)	2,062,593
Capital Improvement Program Fund	4,579,366	(833,272)	(349,632)	(4,928,998)
Lottery Fund	50,614	34,236	266,044	215,430
Economic Development Fund	66,159	-	4	(66,155)
Off Street Parking Fund	(4,347,231)	(527,171)	(1,683,000)	2,664,231
Redevelopment Fund	6,590,497	(451,216)	(2,442,671)	(9,033,168)
Police Academy	4,951	11,624	58,094	53,143
TIF 1A	-	8,943	(3,421)	(3,421)
TIF 1B	-	-	(19,136)	(19,136)
Sewer Reserve Fund	1,204,128	1,005	1,206,138	2,010
Qualified Sinking Fund	100,250	83	100,417	167
Net Activity	\$ 4,727,969	(1,038,628)	(2,656,856)	(7,384,825)

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending May 31, 2019
67% of the Fiscal Year 2019

	Total All Funds				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>
<u>FUND BALANCE</u>	<u>As of FYE 9/30/18</u>	<u>As of 5/31/2019</u>	<u>Variance</u>	<u>Notes</u>	
General Fund	6,050,646	6,303,409	252,763		
Sewer Fund	825,173	1,798,353	973,180		
Debt Service Fund	2,577,299	5,313,707	2,736,408		
Capital Improvement Program Fund	4,568,738	(903,586)	(5,472,324)	Bond Proceeds	
Lottery Fund	3,387,235	3,448,650	61,415		
Economic Development Fund	178,182	6,938	(171,244)		
Off Street Parking Fund	619,369	3,261,239	2,641,870		
Redevelopment Fund	16,539,092	7,894,456	(8,644,636)	Bond Proceeds	
Police Academy	13,554	77,137	63,583		
TIF 1A	0	(3,421)	(3,421)		
TIF 1B	0	(19,136)	(19,136)		
Sewer Reserve Fund	1,204,128	1,206,138	2,010		
Qualified Sinking Fund	100,250	100,417	167		
Net Fund Balance	36,063,666	-	28,484,300		(7,579,366)

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending May 31, 2019
67% of the Fiscal Year 2019

	General Fund					% of Budget Used
	<u>Budget</u> (12 month)	<u>MTD</u> Actual	<u>YTD</u> Actual	Over(under) <u>Budget</u>		
REVENUES						
Property Taxes	\$ 8,102,903	\$ 847,135	\$ 4,833,423	\$ (3,269,480)		60%
Sales and use taxes	5,196,961	472,398	3,068,244	(2,128,717)		59%
Payments in Lieu of taxes	281,875	305,721	305,721	23,846		108%
State revenue	1,868,498	134,363	1,210,169	(658,329)		65%
Occupation and franchise taxes	882,000	12,579	634,241	(247,759)		72%
Hotel Occupation Tax	1,007,475	84,592	591,865	(415,610)		59%
Licenses and permits	460,250	48,808	255,849	(204,401)		56%
Interest income	30,992	6,889	50,279	19,287		162%
Recreation fees	170,710	20,151	94,742	(75,968)		55%
Special Services	19,500	2,198	15,448	(4,052)		79%
Grant Income	163,185	875	79,079	(84,106)		48%
Other	250,942	41,437	257,990	7,048		103%
Total Revenues	18,435,291	1,977,145	11,397,050	(7,038,241)		62%
EXPENDITURES						
Administrative Services	529,503	52,339	347,449	(182,054)		66%
Mayor and Council	242,643	16,597	133,440	(109,203)		55%
Boards & Commissions	10,338	910	2,814	(7,524)		27%
Public Buildings & Grounds	670,385	60,098	330,268	(340,117)		49%
Administration	768,999	69,357	499,480	(269,519)		65%
Police and Animal Control	5,103,734	510,890	3,322,892	(1,780,842)		65%
Fire	1,975,871	161,956	1,298,379	(677,492)		66%
Community Development	691,268	63,283	407,817	(283,451)		59%
Public Works	3,826,276	358,954	2,157,716	(1,668,560)		56%
Recreation	866,314	68,999	434,613	(431,701)		50%
Library	880,477	95,387	511,018	(369,459)		58%
Information Technology	268,300	29,639	195,517	(72,783)		73%
Human Resources	1,010,268	82,397	534,201	(476,067)		53%
Public Transportation	106,272	10,156	57,922	(48,350)		55%
Finance	463,027	38,494	296,205	(166,822)		64%
Capital outlay	742,147	105,489	443,509	(298,638)		60%
Total Expenditures	18,155,822	1,724,945	10,973,238	(7,182,584)		60%
REVENUES NET OF EXPENDITURES	279,469	252,200	423,812	144,343		
OTHER FINANCING SOURCES (USES)						
Operating transfers in (Lottery)	96,902	-	122,652	25,750		127%
Operating transfers out (DSF, OSP, CIP)	(772,604)	-	(80,250)	692,354		10%
Total other Financing Sources (Uses)	(675,702)	-	42,402	718,104		
NET FUND ACTIVITY	\$ (396,233)	\$ 252,200	\$ 466,214	\$ 862,447		

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS
For the eight months ending May 31, 2019
67% of the Fiscal Year 2019

Sewer Fund						
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>(Under) Budget</u>	<u>% of Budget Used</u>	
REVENUES						
User fees	\$ 4,352,612	\$ 394,557	\$ 2,561,657	\$ (1,790,955)	59%	
Service charge and hook-up fees	170,173	39,676	150,565	(19,608)	88%	
Grant Income	-	-	-	-	0%	
Miscellaneous	115	12	123	8	107%	
Total Revenues	4,522,900	434,245	2,712,346	(1,810,554)	60%	
EXPENDITURES						
Personnel Services	618,649	67,431	364,794	(253,855)	59%	
Commodities	39,046	622	8,895	(30,151)	23%	
Contract Services	2,856,232	199,350	1,059,533	(1,796,699)	37%	
Maintenance	38,201	5,951	16,287	(21,914)	43%	
Other	227	-	2,048	1,821		
Storm Water Grant	54,000	86	8,150	(45,850)	15%	
Capital Outlay	371,908	3,076	24,605	(347,303)	7%	
Total Expenditures	3,978,263	276,516	1,484,311	(2,493,952)	37%	
OPERATING INCOME (LOSS)	544,637	157,729	1,228,035	683,398		Note 1
NON-OPERATING REVENUE (EXPENSE)						
Interest income	6,009	1,819	6,643	634	111%	
	6,009	1,819	6,643	634	111%	
INCOME (LOSS) BEFORE OPERATING TRANSFERS	550,646	159,548	1,234,678	684,032		
OTHER FINANCING SOURCES (USES)						
Operating transfers in (Lottery Events)	3,000	-	-	(3,000)	0%	
Operating transfers out (CIP)	(1,201,125)	-	(1,201,125)	-	100%	
Bond/registered warrant proceeds					0%	
Capital Improvement	(125,000)	-	-	125,000	0%	
Total other Financing Sources (Uses)	(1,323,125)	-	(1,201,125)	122,000	91%	
NET INCOME (LOSS)	\$ (772,479)	\$ 159,548	\$ 33,553	\$ 806,032		

Note 1: Restatement of Operating Income Variance

Operating Income Variance	683,398
City of Omaha billing in arrears 2 months	(600,000)
Adjusted Operating Income Variance	<u>83,398</u>

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending May 31, 2019
67% of the Fiscal Year 2019

Debt Service Fund					
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>	<u>% of Budget Used</u>
REVENUES					
Property Taxes	\$ 940,376	\$ 99,161	\$ 599,648	\$ (340,728)	64%
Sales and use taxes	2,598,480	236,199	1,534,122	(1,064,358)	59%
Payments in Lieu of taxes	91,225	37,435	37,435	(53,790)	41%
Interest income	18,586	4,114	30,998	12,412	167%
Other (Special Assessments; Fire Reimbursmnt)	584,244	42,437	789,304	205,060	135%
Total Revenues	4,232,911	419,346	2,991,507	(1,241,404)	71%
EXPENDITURES					
Administration	162,869	793	18,815	(144,054)	12%
Fire Contract Bond	122,513	10,209	81,672	(40,841)	67%
Debt service					
Principal	3,180,000	65,000	1,900,000	(1,280,000)	60%
Interest	665,080	37,952	240,084	(424,996)	36%
Total Expenditures	4,130,462	113,954	2,240,571	(1,889,891)	54%
REVENUES NET OF EXPENDITURES	102,449	305,392	750,935	648,486	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (GF Hwy Alloc)	724,604	-	-	(724,604)	0%
Operating transfers out (CIP, OSP)	(3,179,106)	-	(1,040,395)	2,138,711	33%
Total other Financing Sources (Uses)	(2,454,502)	-	(1,040,395)	1,414,107	
NET FUND ACTIVITY	\$ (2,352,053)	\$ 305,392	\$ (289,460)	\$ 2,062,593	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending May 31, 2019
67% of the Fiscal Year 2019

Capital Fund						
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>	<u>% of Budget Used</u>	
REVENUES						
Interest income	\$ 11,366	\$ -	\$ -	\$ (11,366)		0%
Grant Income	-	-	-	-		0%
Special Assessment	800,000			(800,000)		0%
Interagency	-	-	-	-		0%
Total Revenues	811,366	-	-	(811,366)		0%
EXPENDITURES						
Other	-	-	-	-		0%
Total Expenditures	-	-	-	-		0%
REVENUES NET OF EXPENDITURES	811,366	-	-	(811,366)		
OTHER FINANCING SOURCES (USES)						
Operating transfers in (GF, DSF)	2,570,012	-	993,029	(1,576,983)		39%
Operating transfers out (DSF)	(90,000)	-	-	90,000		0%
Bond/registered warrant proceeds	10,270,000			(10,270,000)		0%
Capital outlay	(8,982,012)	(833,272)	(1,342,661)	7,639,351		15%
Total other Financing Sources (Uses)	3,768,000	(833,272)	(349,632)	(4,117,632)		-9%
NET FUND ACTIVITY	\$ 4,579,366	\$ (833,272)	\$ (349,632)	\$ (4,928,998)		

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending May 31, 2019
67% of the Fiscal Year 2019

Lottery Fund						
	<u>Budget</u> (12 month)	<u>MTD</u> Actual	<u>YTD</u> Actual	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>	
REVENUES						
Lottery Rev/Community Betterment	\$ 850,000	\$ 67,474	\$ 535,364	\$ (314,636)	63%	
Lottery Tax Form 51	340,000	26,989	213,741	(126,259)	63%	
Event Revenue	-	-	-	-	0%	
Interest income	16,691	4,531	32,830	16,139	197%	
Miscellaneous / Other	-	-	-	-	0%	
Total Revenues	1,206,691	98,994	781,935	(424,756)	65%	
EXPENDITURES						
Professional Services	285,813	12,363	70,061	(215,752)	25%	
Salute to Summer	32,634	11,605	17,238	(15,396)	53%	
Community Events	11,832	110	14,936	3,104	126%	
Events - Marketing	31,668	1,124	14,577	(17,091)	46%	
Recreation Events	4,507	-	523	(3,984)	12%	
Concert & Movie Nights	13,721	2,567	4,623	(9,098)	34%	
City Anniversary Celebration	30,000	10,000	10,000	(20,000)	33%	
Travel & Training	-	-	-	-	0%	
State Taxes	350,000	26,989	213,741	(136,259)	61%	
Other	-	-	-	-	0%	
Capital outlay	-	-	-	-	0%	
Total Expenditures	760,175	64,758	345,699	(414,476)	45%	
REVENUES NET OF EXPENDITURES	446,516	34,236	436,236	(10,280)		
OTHER FINANCING SOURCES (USES)						
Operating transfers in	-	-	2,460	2,460		
Operating transfers out (GF, SF, DSF)	(395,902)	-	(172,652)	223,250	44%	
Total other Financing Sources (Uses)	(395,902)		(170,192)	225,710	43%	
NET FUND ACTIVITY	\$ 50,614	\$ 34,236	\$ 266,044	\$ 215,430		

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending May 31, 2019
67% of the Fiscal Year 2019

Economic Development					
	<u>Budget</u> (12 month)	<u>MTD</u> Actual	<u>YTD</u> Actual	Over(under) <u>Budget</u>	% of Budget Used
REVENUES					
Other Income	\$	-	-	-	-
Interest income		718	-	4	(714)
Total Revenues	718	-	4	(714)	
EXPENDITURES					
Professional Services	75,000	-	-	(75,000)	0%
Debt service: (Warrants)		-	-	-	0%
Principal	-	-	-	-	0%
Interest	59,559	-	-	(59,559)	0%
Total Expenditures	134,559	-	-	(134,559)	0%
REVENUES NET OF EXPENDITURES	(133,841)	-	4	133,845	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (GF, DSF)	200,000	-	-	(200,000)	0%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	3,000,000			(3,000,000)	0%
Community Development - Grant	(3,000,000)	-	-	3,000,000	0%
Total other Financing Sources (Uses)	200,000	-	-	(200,000)	0%
NET FUND ACTIVITY	\$ 66,159	\$ -	\$ 4	\$ (66,155)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending May 31, 2019
67% of the Fiscal Year 2019

Off Street Parking					
	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>
REVENUES					
Interest income	\$ 464	1,784	8,823	8,359	
Total Revenues	464	1,784	8,823	8,359	
EXPENDITURES					
General & Administrative	20,518	691	7,162	(13,356)	35%
Professional Services	163,150	-	951	(162,199)	1%
Maintenance	34,073	4,368	4,668	(29,405)	14%
Debt service: (Warrants)					
Principal	670,000	-	485,000	(185,000)	72%
Interest	249,901	-	111,989	(137,912)	45%
Total Expenditures	1,137,642	5,059	609,771	(527,871)	54%
REVENUES NET OF EXPENDITURES	(1,137,178)	(3,276)	(600,947)	536,231	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (GF, DSF, RDF)	1,138,651	-	607,239	(531,412)	53%
Operating transfers out		-	-		0%
Bond/registered warrant proceeds	2,503,611	-	-	(2,503,611)	0%
Capital Improvement	(6,852,315)	(523,895)	(1,689,291)	5,163,024	25%
Total other Financing Sources (Uses)	(3,210,053)	(523,895)	(1,082,053)	2,128,000	34%
NET FUND ACTIVITY	\$ (4,347,231)	\$ (527,171)	\$ (1,683,000)	\$ 2,664,231	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending May 31, 2019
67% of the Fiscal Year 2019

Redevelopment Fund					
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Sales and use taxes	\$ 2,598,480	236,199	1,534,122	(1,064,358)	59%
Franchise Fee & Occupation Tax	500,000	-	-	(500,000)	0%
Interest income	65,818	4,670	43,248	(22,570)	66%
Total Revenues	3,164,298	240,870	1,577,370	(1,586,928)	50%
EXPENDITURES					
Community Development	-	-	-	-	0%
Professional Services	556,639	-	-	(556,639)	0%
Financial / Legal Fees	175,500	-	85,584	(89,916)	49%
Debt service: (Warrants)					0%
Principal	775,000	-	-	(775,000)	0%
Interest	1,000,918	-	318,809	(682,109)	32%
Total Expenditures	2,508,057	-	404,393	(2,103,664)	16%
REVENUES NET OF EXPENDITURES	656,241	240,870	1,172,977	516,736	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	-	-	-	-	0%
Operating transfers out (OSP)	(415,557)	-	(552,083)	(136,526)	133%
Bond/registered warrant proceeds	17,130,000	-	-	(17,130,000)	0%
Capital Improvement	(10,780,187)	(692,085)	(3,063,565)	7,716,622	28%
Total other Financing Sources (Uses)	5,934,256	(692,085)	(3,615,648)	(9,549,904)	
NET FUND ACTIVITY	\$ 6,590,497	\$ (451,216)	\$ (2,442,671)	\$ (9,033,168)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending May 31, 2019
67% of the Fiscal Year 2019

Police Academy Fund					
	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	Over(under) <u>Budget</u>	% of budget <u>Used</u>
REVENUES					
Other Income	\$ 80,000	20,000	100,877	20,877	126%
Interest income	55	-	19	(36)	35%
Total Revenues	80,055	20,000	100,896	20,841	126%
EXPENDITURES					
Personnel Services	76,404	8,002	50,493	(25,911)	66%
Commodities	3,500	-	575	(2,925)	16%
Contract Services	11,700	374	8,346	(3,354)	71%
Other Charges	3,500	-	3,389	(111)	97%
Total Expenditures	95,104	8,376	62,802	(32,302)	66%
REVENUES NET OF EXPENDITURES	(15,049)	11,624	38,094	53,143	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (GF)	20,000	-	20,000	-	100%
Operating transfers out	-	-	-	-	0%
Total other Financing Sources (Uses)	20,000	-	20,000	-	
NET FUND ACTIVITY	\$ 4,951	\$ 11,624	\$ 58,094	\$ 53,143	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending May 31, 2019
67% of the Fiscal Year 2019

TIF 1A				
	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>

REVENUES

Property Tax	\$	9,034	9,034	9,034	0%
Interest income					0%
Total Revenues	<u>-</u>	<u>9,034</u>	<u>9,034</u>	<u>9,034</u>	<u>0%</u>

EXPENDITURES

Other	-	-	-	-	0%
Contract Services	-	90	12,454	12,454	0%
Total Expenditures	<u>-</u>	<u>90</u>	<u>12,454</u>	<u>12,454</u>	<u>0%</u>

REVENUES NET OF EXPENDITURES

REVENUES NET OF EXPENDITURES	<u>-</u>	<u>8,943</u>	<u>(3,421)</u>	<u>(3,421)</u>
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OTHER FINANCING SOURCES (USES)

Operating transfers in	-	-	-	-	0%
Operating transfers out	-	-	-	-	0%
Total other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
NET FUND ACTIVITY	<u>\$ -</u>	<u>\$ 8,943</u>	<u>\$ (3,421)</u>	<u>\$ (3,421)</u>	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending May 31, 2019
67% of the Fiscal Year 2019

	TIF 1B				
	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	Over(under) <u>Budget</u>	% of Budget <u>Used</u>
<u>REVENUES</u>					
Property Tax	\$			-	0%
Interest income				-	0%
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
<u>EXPENDITURES</u>					
Other	-	-	-	-	0%
Contract Services	-	-	<u>19,136</u>	<u>19,136</u>	0%
Total Expenditures	<u>-</u>	<u>-</u>	<u>19,136</u>	<u>19,136</u>	<u>19,136</u>
<u>REVENUES NET OF EXPENDITURES</u>	<u>-</u>	<u>-</u>	<u>(19,136)</u>	<u>(19,136)</u>	<u>(19,136)</u>
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in				-	0%
Operating transfers out				-	0%
Total other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>NET FUND ACTIVITY</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (19,136)</u>	<u>\$ (19,136)</u>	<u>\$ (19,136)</u>

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending May 31, 2019
67% of the Fiscal Year 2019

Sewer Reserve Fund					
	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>
<u>REVENUES</u>					
Interest income	\$ 3,003	1,005	5,013	2,010	167%
Total Revenues	3,003	1,005	5,013	2,010	167%
<u>EXPENDITURES</u>					
Other	-	-	-	-	0%
Total Expenditures	-	-	-	-	-
REVENUES NET OF EXPENDITURES	3,003	1,005	5,013	2,010	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	1,201,125	-	1,201,125	-	100%
Operating transfers out	-	-	-	-	0%
Total other Financing Sources (Uses)	1,201,125	-	1,201,125	-	-
NET FUND ACTIVITY	\$ 1,204,128	\$ 1,005	\$ 1,206,138	\$ 2,010	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eight months ending May 31, 2019
67% of the Fiscal Year 2019

Qualified Sinking Fund					
	<u>Budget</u> (12 month)	<u>MTD</u> Actual	<u>YTD</u> Actual	Over(under) <u>Budget</u>	% of Budget Used

REVENUES

Interest income	\$ 250	83	417	167	167%
Total Revenues	250	83	417	167	167%

EXPENDITURES

Other	-	-	-	-	0%
Total Expenditures	-	-	-	-	-

REVENUES NET OF EXPENDITURES	250	83	417	167	
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OTHER FINANCING SOURCES (USES)

Operating transfers in	100,000	-	100,000	-	100%
Operating transfers out	-	-	-	-	0%
Total other Financing Sources (Uses)	100,000	-	100,000	-	-
NET FUND ACTIVITY	\$ 100,250	\$ 83	\$ 100,417	\$ 167	



CREATE AMAZING.

April 26, 2019

Invoice: 111085-3
Federal ID: 43-0956142

	SEND PAYMENT TO: Burns & McDonnell Engineering Co., Inc. PO Box 411883 Kansas City, MO 64141-1883 Reference Invoice Number with Payment TERMS: PAYABLE UPON RECEIPT - 1.5% INTEREST PER MONTH IF NOT PAID WITHIN 45 DAYS	WIRE INSTRUCTIONS: Account: 9801192345 Routing: 101000695 SWIFT Code: UMKCUS44 United Missouri Bank 1010 Grand KANSAS CITY, MO 64141 (816) 360-7000
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Professional Services for the La Vista Sewer Rate Study

SERVICE THROUGH: 31-Jan-2019

LABOR**Labor Classification**

	Level	Regular Hours	Regular Rate	Amount
Assistant	8	63.00	118.00	7,434.00
Associate	15	31.00	235.00	7,285.00
		94.00		14,719.00

EXPENSE

(See Attached)

258.03

Subtotal Amount 14,977.03

TOTAL AMOUNT DUE THIS INVOICE 14,977.03 USD

o.k. to pay
FMK 7-8-2019
02.42.0303

jkottmann@cityoflavista.org

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

Project Manager: David Naumann 816-822-4207 dnaumann@burnsmcd.com
Invoice Inquiry: Clint Williamson 816-605-7950 clwilliamson@burnsmcd.com

Consent Agenda 7/16/19 (2)



CREATE AMAZING.

May 21, 2019

Invoice: 111085-4
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: 28-Feb-2019

LABOR

<u>Labor Classification</u>	<u>Level</u>	<u>Regular Hours</u>	<u>Regular Rate</u>	<u>Amount</u>
Assistant	8	21.00	118.00	2,478.00
		21.00		2,478.00

Subtotal Amount	2,478.00
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TOTAL AMOUNT DUE THIS INVOICE	2,478.00 USD	←
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Contract Maximum	41,640.00
Less Total Billed to Date	41,064.03
Amount Remaining	575.97

O.K. to pay
JK 7-8-2019
02.42.0303

jkottmann@cityoflavista.org

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

Project Manager: David Naumann 816-822-4207 dnaumann@burnsmcd.com
Invoice Inquiry: Clint Williamson 816-605-7950 clwilliamson@burnsmcd.com

Consent Agenda 7/19

Design Workshop, Inc.
 Landscape Architecture
 Planning
 Urban Design

June 6, 2019
 Invoice No: 0061904

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

Current Invoice Total **\$24,187.40**

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

Professional Services from May 1, 2019 to May 31, 2019

Task 010 Existing Context Survey & Mapping
 Fee

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

Total Fee **0.00**

Total this Task **0.00**

Task 020 Meetings
 Fee

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

Total Fee **0.00**

Total this Task **0.00**

Task 030 Conceptual Illustrative Plan
 Fee

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

Total Fee **0.00**

Total this Task **0.00**

Task 040 Selection of Preferred Streetscape Plan

DESIGNWORKSHOP

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

Consent Agenda 7/16/19 (C)

Project	005806.00	84th Streetscape Plan			Invoice	0061904
Fee						
		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
		55,245.00	100.00	55,245.00	55,245.00	0.00
Total Fee						0.00
Total this Task						0.00
<hr/>						
Task Fee	041	Additional Services #1 (Phase I)				
		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
		4,999.00	100.00	4,999.00	4,999.00	0.00
Total Fee						0.00
Total this Task						0.00
<hr/>						
Task Fee	050	Meetings and Project Management				
		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
		34,360.00	95.00	32,642.00	30,924.00	1,718.00
Total Fee						1,718.00
Total this Task						\$1,718.00
<hr/>						
Task Fee	060	Design Development				
		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
		240,880.00	71.70	172,710.96	150,550.00	22,160.96
Total Fee						22,160.96
Total this Task						\$22,160.96
<hr/>						
Task Fee	070	Construction Documentation (Phase I)				
		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
		118,940.00	0.00	0.00	0.00	0.00

DESIGNWORKSHOP

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1390 Lawrence Street, Suite 100, Denver, Colorado 80204 • 303.623.5186 • 303.623.2260 (fax)

Project	005806.00	84th Streetscape Plan	Invoice	0061904			
Total Fee				0.00			
Total this Task				0.00			
Task Fee	080	Bidding and Negotiation					
			Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
			22,935.00	0.00	0.00	0.00	0.00
			Total Fee				0.00
			Total this Task				0.00
Task Fee	099	Reimbursable Expenses					
			Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
			33,250.00	94.2275	31,330.66	31,022.22	308.44
			Total Fee				308.44
			Total this Task				\$308.44
			Total this Invoice				<u>\$24,187.40</u>

Please include invoice number on remittance to:

1390 Lawrence Street, Suite 100, Denver, CO 80204

APPROVED
CAS 7/5/19
Consent Agenda
16-71-0935.001

DESIGNWORKSHOP

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

A-7

APPROVED

CAS 7/5/19

Consent Agenda

16-71-0935.001

Design Workshop, Inc.
 Landscape Architecture
 Planning
 Urban Design

July 2, 2019

Invoice No: 0062075

Current Invoice Total	\$36,191.20
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Cindy Miserez
 City of La Vista
 8116 Parkview Blvd.
 La Vista, NE 68128

Project 005806.00 84th Streetscape Plan

Professional Planning and Design Services.

Professional Services from June 1, 2019 to June 30, 2019

Task 010 Existing Context Survey & Mapping
 Fee

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

Total Fee **0.00**

Total this Task **0.00**

Task 020 Meetings
 Fee

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

Total Fee **0.00**

Total this Task **0.00**

Task 030 Conceptual Illustrative Plan
 Fee

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

Total Fee **0.00**

Total this Task **0.00**

Task 040 Selection of Preferred Streetscape Plan

DESIGNWORKSHOP

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

Consent Agenda 7/16/19 (R)

Project	005806.00	84th Streetscape Plan			Invoice	0062075
Fee						
		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
		55,245.00	100.00	55,245.00	55,245.00	0.00
Total Fee						0.00
Total this Task						0.00
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Task	041	Additional Services #1 (Phase I)				
Fee		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
		4,999.00	100.00	4,999.00	4,999.00	0.00
Total Fee						0.00
Total this Task						0.00
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Task	050	Meetings and Project Management				
Fee		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
		34,360.00	97.00	33,329.20	32,642.00	687.20
Total Fee						687.20
Total this Task						\$687.20
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Task	060	Design Development				
Fee		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
		240,880.00	86.4356	208,205.96	172,710.96	35,495.00
Total Fee						35,495.00
Total this Task						\$35,495.00
<hr/>						
Task	070	Construction Documentation (Phase I)				
Fee		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
		118,940.00	0.00	0.00	0.00	0.00

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Project	005806.00	84th Streetscape Plan	Invoice	0062075
		Total Fee		0.00
		Total this Task		0.00
Task Fee	080	Bidding and Negotiation		
		Fee	Percent Complete	Earned to Date
		22,935.00	0.00	0.00
		Total Fee		0.00
		Total this Task		0.00
Task Fee	099	Reimbursable Expenses		
		Fee	Percent Complete	Earned to Date
		33,250.00	94.2546	31,339.66
		Total Fee		9.00
		Total this Task		\$9.00
		Total this Invoice		<u>\$36,191.20</u>

Outstanding Invoices

Number	Date	Balance	
0061904	6/6/2019	24,187.40	
Total		24,187.40	
			Total Now Due
			\$60,378.60

Please include invoice number on remittance to:

1390 Lawrence Street, Suite 100, Denver, CO 80204

DESIGNWORKSHOP

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

Contractor's Application for Payment No.

11

Application Period: 6/1/19-6/30/19		Application Date: 6/30/2019
To (Owner): La Vista Community Development Agency	From (Contractor): Graham Construction, Inc.	Via (Engineer): Olsson
Project: City of La Vista 84th St. Redevelopment Area City Centre Infrastructure	Contact: Rob Wells	Tony Egelhoff
Owner's Contract No.: CD-17-008	Contractor's Project No.: N17045	Engineer's Project No.: B16-0546

**Application For Payment
Change Order Summary**

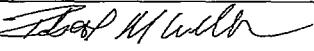
Approved Change Orders		
Number	Additions	Deductions
1		\$159,278.10
2	\$115,225.88	
3	\$251,674.90	
4	\$39,201.43	
TOTALS	\$406,102.21	\$159,278.10
NET CHANGE BY CHANGE ORDERS		\$246,824.11

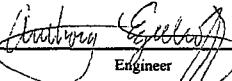
1. ORIGINAL CONTRACT PRICE.....	\$ 4,298,611.80
2. Net change by Change Orders.....	\$ 246,824.11
3. Current Contract Price (Line 1 ± 2).....	\$ 4,545,435.91
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 3,860,737.72
5. RETAINAGE:	
a. 10% X \$3,860,737.72 Work Completed.....	\$ 386,073.77
b. 10% X _____ Stored Material.....	\$ _____
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 386,073.77
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 3,474,663.94
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 3,368,990.89
8. AMOUNT DUE THIS APPLICATION.....	\$ 105,673.05
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 1,070,771.97

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (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 the Work covered by prior Applications for Payment;
 (2) Title to 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 the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 7/3/2019

Payment of: \$ 105,673.05 ←
 (Line 8 or other - attach explanation of the other amount)
 is approved by:  7/9/19
 (Date)
 Engineer

O.K. to pay
 Egelhoff
 7-10-2019
 16.71.0509.003

Consent Agenda 7/16/19 (e)

A
8

ITEM NO.	DESCRIPTION OF WORK	Pay Unit	Total Est. Qty	Unit Price	SCHEDULED VALUE (D * E)	G	H	I	J	K	L	M	N	O	P	WORK COMPLETED					
																Qty from previous pay appl.	Total From previous pay appl.	Qty this Period	Total from this Period	MATERIALS PRESENTLY STORED (NOT IN H OR J)	TOTAL QUANTITY TO DATE (G+I)
1	MOBILIZATION	LS	1.00	\$355,000.00	\$ 355,000.00			1.00	\$ 355,000.00	-	\$ -					1.00	\$ 355,000.00	100%	\$ -	\$ 35,500.00	
2	REMOVE PAVEMENT	SY	4,373.00	\$10.30	\$ 45,041.90	4,926.00	\$ 50,737.80	-	\$ -			4,926.00	\$ 50,737.80	113%	\$ (5,695.90)	\$ 5,073.78					
3	REMOVE SIDEWALK	SF	582.00	\$6.90	\$ 4,015.80	594.00	\$ 4,096.60	-	\$ -			594.00	\$ 4,096.60	102%	\$ (82.80)	\$ 408.86					
4	REMOVE MEDIAN SURFACING	SF	1,136.00	\$10.30	\$ 11,700.80	1,078.00	\$ 11,103.40	-	\$ -			1,078.00	\$ 11,103.40	95%	\$ -	\$ 597.40	\$ 1,110.34				
5	REMOVE 12" OR SMALLER SEWER PIPE	LF	526.00	\$14.70	\$ 7,732.20	601.00	\$ 8,834.70	-	\$ -			601.00	\$ 8,834.70	114%	\$ (1,102.50)	\$ 863.47					
6	REMOVE 15" TO 18" SEWER PIPE	LF	311.00	\$14.70	\$ 4,571.70	29.00	\$ 426.30	267.00	\$ 3,924.90			296.00	\$ 4,351.20	95%	\$ 220.50	\$ 435.12					
7	REMOVE 48" SEWER PIPE	LF	418.00	\$16.70	\$ 6,980.60	-	\$ -	418.00	\$ 6,980.60			418.00	\$ 6,980.60	100%	\$ -	\$ -	\$ 698.66				
8	REMOVE 54" SEWER PIPE	LF	53.00	\$24.50	\$ 1,298.50	53.00	\$ 1,298.50	-	\$ -			53.00	\$ 1,298.50	100%	\$ -	\$ -	\$ 129.85				
9	REMOVE MANHOLE	EA	3.00	\$685.00	\$ 2,055.00	3.00	\$ 2,055.00	-	\$ -			3.00	\$ 2,055.00	100%	\$ -	\$ -	\$ 205.50				
10	REMOVE FLARED END SECTION OVER 36" TO 48"	EA	1.00	\$294.00	\$ 294.00	1.00	\$ 294.00	-	\$ -			1.00	\$ 294.00	100%	\$ -	\$ -	\$ 29.40				
11	REMOVE FLARED END SECTION OVER 48" TO 60"	EA	1.00	\$284.00	\$ 284.00	1.00	\$ 284.00	-	\$ -			1.00	\$ 284.00	100%	\$ -	\$ -	\$ 28.40				
12	REMOVE LIGHT POLE	EA	2.00	\$975.00	\$ 1,950.00	3.00	\$ 2,925.00	-	\$ -			3.00	\$ 2,925.00	150%	\$ (975.00)	\$ 292.50					
13	REMOVE AREA INLET	EA	1.00	\$735.00	\$ 735.00	1.00	\$ 735.00	-	\$ -			1.00	\$ 735.00	100%	\$ -	\$ -	\$ 73.50				
14	REMOVE CURB INLET	EA	3.00	\$490.00	\$ 1,470.00	3.00	\$ 1,470.00	-	\$ -			3.00	\$ 1,470.00	100%	\$ -	\$ -	\$ 147.00				
15	REMOVE SIGN	EA	2.00	\$98.00	\$ 196.00	2.00	\$ 196.00	-	\$ -			2.00	\$ 196.00	100%	\$ -	\$ -	\$ 19.60				
16	REMOVE FENCE	LF	856.00	\$3.90	\$ 3,338.40	856.00	\$ 3,338.40	-	\$ -			856.00	\$ 3,338.40	100%	\$ -	\$ -	\$ 333.84				
17	REMOVE SEGMENTAL RETAINING WALL	SF	2,883.00	\$3.90	\$ 11,243.70	2,883.00	\$ 11,243.70	-	\$ -			2,883.00	\$ 11,243.70	100%	\$ -	\$ -	\$ 1,124.37				
18	SAW CUT - FULL DEPTH	LF	317.00	\$4.50	\$ 1,426.50	248.00	\$ 1,116.00	-	\$ -			248.00	\$ 1,116.00	78%	\$ 310.50	\$ 111.60					
19	EXCAVATION - ON SITE	CY	19,263.00	\$6.75	\$ 130,025.25	19,263.00	\$ 130,025.25	-	\$ -			19,263.00	\$ 130,025.25	100%	\$ -	\$ -	\$ 13,002.53				
20	UNSUITABLE MATERIAL	CY	500.00	\$30.00	\$ 15,000.00	-	\$ -	-	\$ -			-	\$ -	0%	\$ 15,000.00	\$ -					
21	SECURITY FENCE	LF	1,300.00	\$13.00	\$ 16,900.00	1,498.00	\$ 19,474.00	-	\$ -			1,498.00	\$ 19,474.00	115%	\$ (2,574.00)	\$ 1,947.40					
22	TEMPORARY CONTRACTOR ACCESS ROAD	SY	2,914.00	\$9.00	\$ 26,226.00	5,880.00	\$ 52,920.00	-	\$ -			5,880.00	\$ 52,920.00	202%	\$ (26,594.00)	\$ 5,292.00					
23	TEMPORARY 8-INCH SURFACING	SY	912.00	\$50.00	\$ 45,600.00	496.00	\$ 24,800.00	-	\$ -			496.00	\$ 24,800.00	54%	\$ 20,800.00	\$ 2,480.00					
24	RECONSTRUCT MANHOLE TO GRADE	VF	15.90	\$590.00	\$ 9,381.00	15.90	\$ 9,381.00	-	\$ -			15.90	\$ 9,381.00	100%	\$ -	\$ -	\$ 938.10				
25	ADJUST-MANHOLE TO GRADE	EA	-	\$490.00	\$ -	-	\$ -	-	\$ -			-	\$ -	0%	\$ #DIV/0!	\$ -					
26	ADJUST-INLET TO GRADE	EA	-	\$756.00	\$ -	-	\$ -	-	\$ -			-	\$ -	0%	\$ #DIV/0!	\$ -					
27	CONSTRUCT 6-INCH CONCRETE PAVEMENT (TYPE L65)	SY	4,782.00	\$64.00	\$ 306,048.00	3,571.00	\$ 228,544.00	358.00	\$ 22,912.00			3,929.00	\$ 251,456.00	82%	\$ 54,592.00	\$ 25,145.60					
28	CONSTRUCT 8-INCH CONCRETE PAVEMENT (TYPE L65)	SY	9,075.00	\$57.00	\$ 517,275.00	7,095.00	\$ 404,415.00	1,124.00	\$ 64,068.00			8,219.00	\$ 468,483.00	91%	\$ 48,792.00	\$ 46,484.30					
28**	CONSTRUCT 8-INCH CONCRETE PAVEMENT (TYPE L65)	SY	204.00	\$48.45	\$ 9,883.80	204.00	\$ 9,883.80	-	\$ -			204.00	\$ 9,883.80	100%	\$ -	\$ -	\$ 988.38				
29	CONSTRUCT 8-INCH COMBINATION CURB AND GUTTER	LF	286.00	\$14.75	\$ 4,218.50	171.00	\$ 2,522.25	-	\$ -			171.00	\$ 2,522.25	60%	\$ 1,698.25	\$ 252.23					
30	CONSTRUCT 8-INCH IMPRINTED CONCRETE SURFACING	SF	3,249.00	\$17.75	\$ 57,669.75	1,693.00	\$ 28,559.75	-	\$ -			1,609.00	\$ 28,559.75	50%	\$ 29,110.00	\$ 2,855.98					
31	CONSTRUCT 4-INCH PCC SIDEWALK	SF	4,225.00	\$4.00	\$ 16,900.00	1,766.00	\$ 7,072.00	-	\$ -			1,768.00	\$ 7,072.00	42%	\$ 9,828.00	\$ 707.20					
32	CONSTRUCT 6-INCH CONCRETE MEDIAN SURFACING	SF	317.00	\$5.00	\$ 1,585.00	-	\$ -	-	\$ -			-	\$ -	0%	\$ 1,585.00	\$ -					
33	CONSTRUCT CONCRETE CURB RAMP	SF	255.00	\$10.75	\$ 2,741.25	70.00	\$ 752.50	-	\$ -			70.00	\$ 752.50	27%	\$ 1,988.75	\$ 75.25					
34	ARMOR-TILE DETECTABLE WARNING PANELS	SF	53.00	\$31.50	\$ 1,669.50	16.00	\$ 504.00	-	\$ -			16.00	\$ 504.00	30%	\$ 1,165.50	\$ 50.40					
35	CONSTRUCT GRAVITY BLOCK RETAINING WALL	SF	996.00	\$70.00	\$ 69,720.00	996.00	\$ 69,720.00	-	\$ -			996.00	\$ 69,720.00	100%	\$ -	\$ 6,972.00					
36	CONSTRUCT SOLDIER PILE RETAINING WALL	SF	3,530.00	\$75.00	\$ 264,750.00	3,530.00	\$ 264,750.00	-	\$ -			3,530.00	\$ 264,750.00	100%	\$ -	\$ -	\$ 26,475.00				
37	CONSTRUCT SMALL BLOCK RETAINING WALL	SF	382.00	\$24.00	\$ 9,168.00	-	\$ -	-	\$ -			-	\$ -	0%	\$ 9,168.00	\$ -					
38	CONSTRUCT PIPE RAILING	LF	539.00	\$50.00	\$ 28,950.00	539.00	\$ 26,950.00	-	\$ -			539.00	\$ 26,950.00	100%	\$ -	\$ -	\$ 2,695.00				
38A	CONSTRUCT 48" BLACK VINYL CHAIN LINK FENCE	LF	418.00	\$20.00	\$ 8,360.00	-	\$ -	-	\$ -			-	\$ -	0%	\$ 8,360.00	\$ -					
39	CONSTRUCT CURB WALL	SF	503.00	\$40.00	\$ 20,126.00	377.00	\$ 15,080.00	-	\$ -			377.00	\$ 15,080.00	75%	\$ 5,040.00	\$ 1,508.00					
40	AGGREGATE BEDDING FOR 10" STORM SEWER PIPE	LF	49.00	\$6.00	\$ 294.00	49.00	\$ 294.00	-	\$ -			49.00	\$ 294.00	100%	\$ -	\$ -	\$ 29.40				
41	AGGREGATE BEDDING FOR 12" STORM SEWER PIPE	LF	38.00	\$6.25	\$ 237.50	38.00	\$ 237.50	-	\$ -			38.00	\$ 237.50	100%	\$ -	\$ -	\$ 23.75				
42	AGGREGATE BEDDING FOR 15" STORM SEWER PIPE	LF	382.00	\$7.00	\$ 2,674.00	382.00	\$ 2,674.00	-	\$ -			382.00	\$ 2,674.00	100%	\$ -	\$ -	\$ 267.40				
43	AGGREGATE BEDDING FOR 18" STORM SEWER PIPE	LF	473.00	\$8.00	\$ 3,784.00	473.00	\$ 3,784.00	-	\$ -			473.00	\$ 3,784.00	100%	\$ -	\$ -	\$ 378.40				
44	AGGREGATE BEDDING FOR 24" STORM SEWER PIPE	LF	848.00	\$9.50	\$ 8,056.00	848.00	\$ 8,056.00	-	\$ -			848.00	\$ 8,056.00	100%	\$ -	\$ -	\$ 805.60				
45	AGGREGATE BEDDING FOR 30" STORM SEWER PIPE	LF	1,518.00	\$14.75	\$ 22,390.50	1,518.00	\$ 22,390.50	-	\$ -			1,518.00	\$ 22,390.50	100%	\$ -	\$ -	\$ 2,239.05				
46	AGGREGATE BEDDING FOR 36" STORM SEWER PIPE	LF	956.00	\$17.50	\$ 16,730.00	871.00	\$ 15,242.50	-	\$ -			871.00	\$ 15,242.50	91%	\$ 1,487.50	\$ 1,524.25					
47	AGGREGATE BEDDING FOR 42" STORM SEWER PIPE	LF	913.00	\$20.00	\$ 18,260.00	913.00	\$ 18,260.00	-	\$ -			913.00	\$ 18,260.00	100%	\$ -	\$ -	\$ 1,826.00				
48	AGGREGATE BEDDING FOR 54" STORM SEWER PIPE	LF	484.00	\$25.20	\$ 12,196.80	484.00	\$ 12,196.80	-	\$ -			484.00	\$ 12,196.80	100%	\$ -	\$ -	\$ 1,219.68				
49	CONSTRUCT 8" HDPE STORM SEWER PIPE	LF	24.00	\$49.00	\$ 1,176.00	24.00	\$ 1,176.00	-	\$ -			24.00	\$ 1,176.00	100%	\$ -	\$ -	\$ 117.60				
50	CONSTRUCT 10" HDPE STORM SEWER PIPE	LF	46.00	\$42.00	\$ 1,932.00	46.00	\$ 1,932.00	-	\$ -			46.00	\$ 1,932.00	100%	\$ -	\$ -	\$ 193.20				
51	CONSTRUCT 12" HDPE STORM SEWER PIPE	LF	58.00	\$49.00	\$ 1,862.00	58.00	\$ 1,862.00	-	\$ -			58.00	\$ 1,862.00	100%	\$ -	\$ -	\$ 186.20				
52	CONSTRUCT 15" HDPE STORM SEWER PIPE	LF	60.00	\$54.50	\$ 3,270.00	60.00	\$ 3,270.00	-	\$ -			60.00	\$ 3,270.00	100%	\$ -	\$ -	\$ 327.00				
53	CONSTRUCT 18" HDPE STORM SEWER PIPE	LF	25.00	\$64.00	\$ 1,600.00	60.00	\$ 3,840.00	-	\$ -			60.00	\$ 3,840.00	240%	\$ (2,240.00)	\$ 384.00					
54	CONSTRUCT 24" HDPE STORM SEWER PIPE	LF	38.00	\$67.00	\$ 2,546.00	38.00	\$ 2,546.00	-	\$ -			38.00	\$ 2,546.00	100%	\$ -	\$ -	\$ 25				

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	
ITEM NO.	DESCRIPTION OF WORK	PAY UNIT	TOTAL EST. QTY	UNIT PRICE	SCHEDULED VALUE (D * E)	Qty from previous pay appl.	Total From previous pay appl.	Qty this Period	Total from this Period	MATERIALS PRESENTLY STORED (NOT IN H OR J)	TOTAL QUANTITY TO DATE (G+I)	TOTAL COMPLETED AND STORED TO DATE (H+I+K)	% (M/F)	BALANCE TO FINISH (F-M)	RETAINAGE	
63	CONSTRUCT 36" CONCRETE COLLAR	EA	1.00	\$2,050.00	\$ 2,050.00	1.00	\$ 2,050.00	-	\$ -	-	1.00	\$ 2,050.00	100%	\$ -	\$ 205.00	
64	CONSTRUCT 54" I.D. STORM MANHOLE	VF	24.30	\$750.00	\$ 18,225.00	24.40	\$ 18,300.00	-	\$ -	-	24.40	\$ 18,300.00	100%	\$ (75.00)	\$ 1,830.00	
65	CONSTRUCT 60" I.D. STORM MANHOLE	VF	44.50	\$770.00	\$ 34,265.00	44.50	\$ 34,265.00	-	\$ -	-	44.50	\$ 34,265.00	100%	\$ -	\$ 3,426.50	
66	CONSTRUCT 72" I.D. STORM MANHOLE	VF	32.00	\$800.00	\$ 25,600.00	32.20	\$ 25,760.00	-	\$ -	-	32.20	\$ 25,760.00	101%	\$ (160.00)	\$ 2,576.00	
67	CONSTRUCT 84" I.D. STORM MANHOLE	VF	87.00	\$1,105.00	\$ 96,135.00	78.80	\$ 87,074.00	-	\$ -	-	78.80	\$ 87,074.00	91%	\$ 9,061.00	\$ 8,707.40	
68	CONSTRUCT 96" I.D. STORM MANHOLE	VF	145.80	\$1,185.00	\$ 172,891.50	137.90	\$ 163,411.50	-	\$ -	-	137.90	\$ 163,411.50	95%	\$ 9,480.00	\$ 16,341.15	
CONSTRUCT TYPE "C" MANHOLE - NDOR STANDARD PLAN 435-																
69	R1	EA	1.00	\$20,450.00	\$ 20,450.00	1.00	\$ 20,450.00	-	\$ -	-	1.00	\$ 20,450.00	100%	\$ -	\$ 2,045.00	
70	PREPARATION OF STRUCTURE	LS	1.00	\$10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	-	\$ -	-	1.00	\$ 10,000.00	100%	\$ -	\$ 1,000.00	
71	CONSTRUCT 30" RC FLARED END SECTION	EA	-	\$2,400.00	\$ -	-	\$ -	-	\$ -	-	-	\$ -	#DIV/0!	\$ -	\$ -	
72	CONSTRUCT 36" RC FLARED END SECTION	EA	1.00	\$2,700.00	\$ 2,700.00	1.00	\$ 2,700.00	-	\$ -	-	1.00	\$ 2,700.00	100%	\$ -	\$ 270.00	
73	CONSTRUCT 42" RC FLARED END SECTION	EA	1.00	\$3,000.00	\$ 3,000.00	1.00	\$ 3,000.00	-	\$ -	-	1.00	\$ 3,000.00	100%	\$ -	\$ 300.00	
74	CONSTRUCT REINFORCED CURB INLET - TYPE III	EA	2.00	\$5,650.00	\$ 11,300.00	2.00	\$ 11,300.00	-	\$ -	-	2.00	\$ 11,300.00	100%	\$ -	\$ 1,130.00	
75	CONSTRUCT CURB INLET - TYPE I	EA	3.00	\$2,900.00	\$ 8,700.00	2.00	\$ 5,800.00	-	\$ -	-	2.00	\$ 5,800.00	67%	\$ 2,900.00	\$ 580.00	
76	CONSTRUCT CURB INLET - TYPE III	EA	2.00	\$3,750.00	\$ 7,500.00	1.00	\$ 3,750.00	-	\$ -	-	1.00	\$ 3,750.00	50%	\$ 3,750.00	\$ 375.00	
77	CONSTRUCT CURB INLET - TYPE IV	EA	4.00	\$2,825.00	\$ 11,300.00	2.00	\$ 5,650.00	2.00	\$ 5,650.00	-	4.00	\$ 11,300.00	100%	\$ -	\$ 1,130.00	
78	CONSTRUCT GRATED INLET - TYPE "SADDLE CREEK" INLET	EA	11.00	\$6,500.00	\$ 71,500.00	10.00	\$ 65,000.00	-	\$ -	-	10.00	\$ 65,000.00	91%	\$ 6,500.00	\$ 6,500.00	
79	INSTALL FILTERRA INLET	EA	-	\$20,100.00	\$ -	-	\$ -	-	\$ -	-	-	\$ -	#DIV/0!	\$ -	\$ -	
80	AGGREGATE BEDDING FOR 6" SANITARY SEWER PIPE	LF	644.00	\$7.00	\$ 4,508.00	718.00	\$ 5,026.00	-	\$ -	-	718.00	\$ 5,026.00	111%	\$ (518.00)	\$ 502.60	
81	AGGREGATE BEDDING FOR 8" SANITARY SEWER PIPE	LF	1,531.00	\$7.00	\$ 10,717.00	1,970.00	\$ 13,790.00	-	\$ -	-	1,970.00	\$ 13,790.00	129%	\$ (3,073.00)	\$ 1,379.00	
82	AGGREGATE BEDDING FOR 10" SANITARY SEWER PIPE	LF	533.00	\$8.50	\$ 4,530.50	229.00	\$ 1,946.50	-	\$ -	-	229.00	\$ 1,946.50	43%	\$ 2,584.00	\$ 194.65	
83	CONSTRUCT 6" PVC SANITARY SEWER PIPE	LF	644.00	\$33.00	\$ 21,252.00	718.00	\$ 23,694.00	-	\$ -	-	718.00	\$ 23,694.00	111%	\$ (2,442.00)	\$ 2,369.40	
84	CONSTRUCT 8" PVC SANITARY SEWER PIPE	LF	1,531.00	\$33.00	\$ 50,523.00	1,531.00	\$ 50,523.00	-	\$ -	-	1,531.00	\$ 50,523.00	100%	\$ -	\$ 5,052.30	
85	CONSTRUCT 10" PVC SANITARY SEWER PIPE	LF	234.00	\$35.00	\$ 8,190.00	229.00	\$ 8,015.00	-	\$ -	-	229.00	\$ 8,015.00	98%	\$ 175.00	\$ 801.50	
86	CONSTRUCT 10" DIP SANITARY SEWER PIPE	LF	328.00	\$450.00	\$ 450,200.00	49.200.00	\$ -	-	\$ -	-	-	\$ -	0%	\$ -	\$ -	
86A	CONSTRUCT 8" DIP SANITARY SEWER PIPE	LF	495.00	\$150.00	\$ 74,250.00	495.00	\$ 74,250.00	-	\$ -	-	495.00	\$ 74,250.00	100%	\$ -	\$ 7,425.00	
87	CONSTRUCT 6" x 8" WYE	EA	1.00	\$350.00	\$ 350.00	1.00	\$ 350.00	-	\$ -	-	1.00	\$ 350.00	100%	\$ -	\$ 35.00	
88	CONSTRUCT 6" CLEANOUT	EA	1.00	\$625.00	\$ 625.00	1.00	\$ 625.00	-	\$ -	-	1.00	\$ 625.00	100%	\$ -	\$ 62.50	
89	INSTALL EXTERNAL FRAME SEAL	EA	50.00	\$350.00	\$ 17,500.00	-	\$ -	-	\$ -	-	-	\$ -	0%	\$ 17,500.00	\$ -	
90	CONNECT SANITARY SEWER MANHOLE TAP	EA	1.00	\$12,000.00	\$ 12,000.00	1.00	\$ 12,000.00	-	\$ -	-	1.00	\$ 12,000.00	100%	\$ -	\$ 1,200.00	
91	CONNECT SANITARY SEWER MANHOLE TAP - EXTRA DEEP	EA	1.00	\$40,000.00	\$ 40,000.00	1.00	\$ 40,000.00	-	\$ -	-	1.00	\$ 40,000.00	100%	\$ -	\$ 4,000.00	
92	CONSTRUCT 54" I.D. SANITARY MANHOLE	VF	178.60	\$510.00	\$ 91,086.00	178.60	\$ 91,086.00	-	\$ -	-	178.60	\$ 91,086.00	100%	\$ -	\$ 9,108.60	
93	CONSTRUCT RIPRAP - TYPE "B"	TONS	165.00	\$62.00	\$ 10,230.00	104.00	\$ 6,448.00	-	\$ -	-	104.00	\$ 6,448.00	63%	\$ 3,782.00	\$ 644.80	
94	1" DIA. SCH 40 PVC IN TRENCH	LF	12,380.00	\$3.00	\$ 37,140.00	6,077.00	\$ 18,231.00	2,643.00	\$ 7,929.00	-	8,720.00	\$ 26,180.00	70%	\$ 10,980.00	\$ 2,616.00	
95	#8 AWG STRANDED COPPER WIRE W/ THWN INSUL.	LF	18,590.00	\$0.65	\$ 12,083.50	12,428.00	\$ 8,078.20	-	\$ -	-	12,428.00	\$ 8,078.20	67%	\$ 4,005.30	\$ 807.82	
96	LED GLOBE POST-TOP LUMINARE W/ TAPERED STEEL POLE	EA	68.00	\$5,310.00	\$ 350,460.00	43.00	\$ 228,330.00	-	\$ -	-	43.00	\$ 228,330.00	65%	\$ 122,130.00	\$ 22,833.00	
97	ELECTRICAL HANDDOLE/PULLBOX	EA	14.00	\$480.00	\$ 6,720.00	5.00	\$ 2,400.00	-	\$ -	-	5.00	\$ 2,400.00	36%	\$ 4,320.00	\$ 240.00	
98	LIGHTING SERVICE CABINET	EA	1.00	\$18,782.00	\$ 18,782.00	-	\$ -	-	\$ -	-	-	\$ -	0%	\$ 18,782.00	\$ -	
99	PERMANENT PAINT MARKING - 4" WHITE	LF	4,677.00	\$2.25	\$ 10,523.25	-	\$ -	-	\$ -	-	-	\$ -	0%	\$ 10,523.25	\$ -	
100	PERMANENT PAINT MARKING - 5" YELLOW	LF	325.00	\$3.50	\$ 1,137.50	-	\$ -	-	\$ -	-	-	\$ -	0%	\$ 1,137.50	\$ -	
101	PERMANENT PREFORMED TAPE MARKING - TYPE 4, 5" WHITE, GROOVED	LF	972.00	\$5.50	\$ 5,346.00	-	\$ -	-	\$ -	-	-	\$ -	0%	\$ 5,346.00	\$ -	
102	PERMANENT PREFORMED TAPE MARKING - TYPE 3, 12" WHITE, GROOVED	LF	80.00	\$22.00	\$ 1,760.00	-	\$ -	-	\$ -	-	-	\$ -	0%	\$ 1,760.00	\$ -	
103	PERMANENT PREFORMED TAPE MARKING - TYPE 3, 24" WHITE, GROOVED	LF	310.00	\$22.00	\$ 6,820.00	-	\$ -	-	\$ -	-	-	\$ -	0%	\$ 6,820.00	\$ -	
104	PERMANENT PREFORMED MARKING TAPE SYMBOL - WHITE DIRECTIONAL LEFT ARROW, GROOVED	EA	4.00	\$475.00	\$ 1,900.00	-	\$ -	-	\$ -	-	-	\$ -	0%	\$ 1,900.00	\$ -	
105	PERMANENT PREFORMED MARKING TAPE SYMBOL - WHITE DIRECTIONAL RIGHT ARROW, GROOVED	EA	3.00	\$550.00	\$ 1,650.00	-	\$ -	-	\$ -	-	-	\$ -	0%	\$ 1,650.00	\$ -	
106	ADA STALL PAVEMENT MARKING SYMBOL	EA	7.00	\$175.00	\$ 1,225.00	-	\$ -	-	\$ -	-	-	\$ -	0%	\$ 1,225.00	\$ -	
107	REMOVE MARKING LINES - 5" WHITE	LF	62.00	\$17.00	\$ 1,054.00	-	\$ -	-	\$ -	-	-	\$ -	0%	\$ 1,054.00	\$ -	
108	REMOVE MARKING LINES - 12" WHITE	LF	40.00	\$28.00	\$ 1,160.00	-	\$ -	-	\$ -	-	-	\$ -	0%	\$ 1,160.00	\$ -	
109	REMOVE MARKING LINES - 24" WHITE	LF	120.00	\$33.00	\$ 3,960.00	-	\$ -	-	\$ -	-	-	\$ -	0%	\$ 3,960.00	\$ -	
110	REMOVE MARKING SYMBOL - DIRECTIONAL ARROW	EA	2.00	\$425.00	\$ 850.00	-	\$ -	-	\$ -	-	-	\$ -	0%	\$ 850.00	\$ -	
111	INSTALL TRAFFIC POSTS AND SIGNS, CONTRACTOR PROVIDED	LS	1.00	\$22,000.00	\$ 22,000.00	-	\$ -	-	\$ -	-	-	\$ -	0%	\$ 22,000.00	\$ -	
112	PROVIDE TEMPORARY TRAFFIC CONTROL	LS	1.00	\$15,000.00	\$ 15,000.00	-	\$ -	-	\$ -	-	-	\$ -	0%	\$ 15,000.00	\$ -	
113	INSTALL SEEDING (COVER CROP)	AC	1.37	\$835.00	\$ 1,143.95	-	\$ -	-	\$ -	-	-	\$ -	0%	\$ 1,143.95	\$ -	
114	INSTALL SEEDING (NATIVE MIX)	AC	0.52	\$3,050.00	\$ 1,586.00	-	\$ -	-	\$ -	-	-	\$ -	0%	\$ 1,586.00	\$ -	
115	INSTALL SEEDING TURF (EROSION CONTROL TYPE 2)	AC	6.06	\$8,500.00	\$ 51,510.00	4.01	\$ 34,084.50	-	\$ -	-	4.01	\$ 34,084.50	66%	\$ 17,425.50	\$ 3,408.45	
116	INSTALL INLET PROTECTION	EA	20.00	\$215.00	\$ 4,300.00	15.00	\$ 3,225.00	-	\$ -	-	15.00	\$ 3,225.00	75%	\$ 1,075.00	\$ 322.50	
117	INSTALL EROSION CHECK (WATTLE)	LF	3,023.00	\$3.00	\$ 9,068.00	2,130.00	\$ 6,390.00	-	\$ -	-	2,130.00	\$ 6,390.00	70%	\$ 2,679.00	\$ 639.00	
118	INSTALL SODDING	SY	185.00	\$55.00	\$ 10,175.00	-	\$ -	-	\$ -	-	-	\$ -	0%	\$ 10,175.00	\$ -	
119	INSTALL SILT FENCE	LF	460.00	\$3.00	\$ 1,380.00	343.00	\$ 1,023.00	-	\$ -	-	343.00	\$ 1,023.00	75%	\$ 351.00	\$ 102.90	
120	INSTALL FLEXAMAT	SY	174.00	\$97.00	\$ 16,878.00	174.00	\$ 16,878.00	-	\$ -	-	174.00	\$ 16,878.00	100%	\$ -	\$ 1,687.80	
121	INSTALL TURF REINFORCEMENT MAT (TYPE A)	SY	491.00	\$6.25	\$ 3,068.75	1,779.00	\$ 11,118.75	-	\$ -	-	1,779.00	\$ 11,118.75	362%	\$ (8,050.00)	\$ 1,111.88	
122	INSTALL SAFL BAFFLE	EA	3.00	\$6,900.00	\$ 20,700.00	3.00	\$ 20,700.00	-	\$ -	-	3.00	\$ 20,700.00	100%	\$ -	\$ 2,070.00	
123	INSTALL SNOT	EA	1.00	\$7,100.00	\$ 7,100.00	1.00	\$ 7,100.00	-	\$ -	-	1.00	\$ 7,100.00	100%	\$ -	\$ 710.00	
124	INSTALL 18" I.D. PRESERVER	EA	1.00	\$4,200.00	\$ 4,200.00	1.00	\$ 4,200.00	-	\$ -	-	1.00	\$ 4,200.00	100%	\$ -	\$ 420.00	
125	INSTALL 24" I.D. PRESERVER	EA	1.00	\$5,300.00	\$ 5,300.00	1.00	\$ 5,300.00	-	\$ -	-	1.00	\$ 5,300.00	100%	\$ -	\$ 530.00	

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 12

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

Project: 3146- LaVista Garage District 2 Structure Application No.: 12

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: 6/30/2019

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

Contract Date: 1/2/2018

Contract For:

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	\$268,293.91
3. Contract Sum To Date	\$4,131,293.91
4. Total Completed and Stored To Date.....	\$2,671,755.40
5. Retainage :	
a. 10.00% of Completed Work	\$245,232.34
b. 10.00% of Stored Material	\$21,943.20
Total Retainage	\$267,175.54
6. Total Earned Less Retainage	\$2,404,579.86
7. Less Previous Certificates For Payments	\$2,130,289.56
8. Current Payment Due	\$274,290.30
9. Balance To Finish, Plus Retainage	\$1,726,714.05

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.

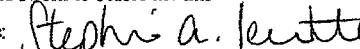
CONTRACTOR: Hawkins Construction Company

By:

 Date: 6-24-19

State of: Nebraska

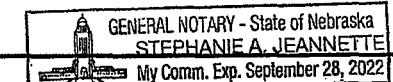
Subscribed and sworn to before me this

Notary Public:  Stephanie A. Jeannette

My Commission expires: 9-28-22

County of: Douglas

24th day of June 2019



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

8MK 7-2-2019
15.71.0911.003

AMOUNT CERTIFIED

(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: 6/27/2019

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.

Consent Agenda 7/16/19 (e)

A-10

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. : 12

Application Date : 6/24/2019

To: 6/30/2019

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

Hawkins 3146

Invoice # : 12

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 % (G / C)	I Balance To Finish (C-G)	J 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	2,634.70
2	Allowances	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00%	0.00	6,000.00
3	Concrete Paving and Sidewalks	47,100.00	0.00	0.00	0.00	0.00	0.00%	47,100.00	0.00
4	Concrete Formwork	797,800.00	363,274.00	115,406.00	0.00	478,680.00	60.00%	319,120.00	47,868.00
5	Concrete Reinforcing	279,500.00	191,520.00	30,000.00	40,000.00	261,520.00	93.57%	17,980.00	26,152.00
6	C.I.P. Foundations	107,900.00	107,900.00	0.00	0.00	107,900.00	100.00%	0.00	10,790.00
7	C.I.P. Slab on Grade	439,900.00	431,072.00	8,828.00	0.00	439,900.00	100.00%	0.00	43,990.00
8	C.I.P. Walls & Columns	150,200.00	108,622.00	10,000.00	0.00	118,622.00	78.98%	31,578.00	11,862.20
9	C.I.P. Elevated Decks	440,453.00	184,990.00	123,327.00	0.00	308,317.00	70.00%	132,136.00	30,831.70
10	Post-tensioned Concrete	159,200.00	62,664.00	39,776.00	9,000.00	111,440.00	70.00%	47,760.00	11,144.00
11	Concrete Curing	20,900.00	8,778.00	5,852.00	0.00	14,630.00	70.00%	6,270.00	1,463.00
12	Precast Architectural Concrete	84,300.00	1,500.00	0.00	42,736.00	44,236.00	52.47%	40,064.00	4,423.60
13	Unit Masonry	158,500.00	7,500.00	0.00	19,000.00	26,500.00	16.72%	132,000.00	2,650.00
14	Metals	135,600.00	11,932.80	1,900.00	40,000.00	53,832.80	39.70%	81,767.20	5,383.28
15	Wood, Plastics and Composites	4,500.00	0.00	0.00	0.00	0.00	0.00%	4,500.00	0.00
16	Garage Waterproofing System	24,600.00	24,600.00	0.00	0.00	24,600.00	100.00%	0.00	2,460.00
17	Self-Adhering Sheet Waterproofing	8,400.00	8,400.00	0.00	0.00	8,400.00	100.00%	0.00	840.00
18	Water Repellents	900.00	0.00	0.00	0.00	0.00	0.00%	900.00	0.00
19	Thermal Insulation	3,200.00	0.00	0.00	0.00	0.00	0.00%	3,200.00	0.00
20	Metal Framing, Sheathing, DEFS	15,500.00	0.00	0.00	0.00	0.00	0.00%	15,500.00	0.00
21	Fluid-Applied Membrane Air Barriers	6,400.00	0.00	0.00	0.00	0.00	0.00%	6,400.00	0.00
22	TPO Roofing, Sheet Metal, Roof Expan	11,800.00	0.00	0.00	0.00	0.00	0.00%	11,800.00	0.00
23	Joint Sealants, Joint Firestopping, Pref	41,100.00	0.00	0.00	0.00	0.00	0.00%	41,100.00	0.00
24	HM Doors, Frames and Hardware	15,700.00	0.00	0.00	13,696.00	13,696.00	87.24%	2,004.00	1,369.60
25	Alum, Sotrefronts, Glazing, Fire-Resist	12,000.00	0.00	0.00	0.00	0.00	0.00%	12,000.00	0.00
26	High-Performance Coatings	64,900.00	0.00	0.00	0.00	0.00	0.00%	64,900.00	0.00
27	Fire Protection Cabinets & Extinguishe	2,500.00	0.00	0.00	0.00	0.00	0.00%	2,500.00	0.00
28	Signage	19,800.00	0.00	0.00	0.00	0.00	0.00%	19,800.00	0.00
29	Parking Access and Revenue Control	103,400.00	0.00	0.00	0.00	0.00	0.00%	103,400.00	0.00
30	Fire Supression Systems	16,400.00	0.00	0.00	0.00	0.00	0.00%	16,400.00	0.00
31	Plumbing & Site Utilities	170,600.00	153,540.00	0.00	0.00	153,540.00	90.00%	17,060.00	15,354.00
32	HVAC	11,800.00	0.00	0.00	0.00	0.00	0.00%	11,800.00	0.00

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.

Application No. : 12

Application Date : 6/24/2019

To: 6/30/2019

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

Hawkins 3146

Invoice # : 12

Contract : 3146- LaVista Garage District 2 Structure 1

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	
			From Previous Application (D+E)	This Period In Place					
33	Electrical	200,800.00	78,500.00	10,000.00	55,000.00	143,500.00	71.46%	57,300.00	14,350.00
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	110,100.00	0.00	0.00	110,100.00	100.00%	0.00	11,010.00
38	Change Order 1	74,068.60	13,000.00	0.00	0.00	13,000.00	17.55%	61,068.60	1,300.00
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	4,274.00	0.00	4,274.00	89.21%	517.00	427.40
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
45	Change Order 8	5,569.00	0.00	0.00	0.00	0.00	0.00%	5,569.00	0.00
46	Change Order 9	50,535.00	0.00	0.00	0.00	0.00	0.00%	50,535.00	0.00
47	Change Order 10	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
48	Change Order 11	59,712.00	0.00	0.00	0.00	0.00	0.00%	59,712.00	0.00
Grand Totals		4,131,293.91	2,102,960.40	349,363.00	219,432.00	2,671,755.40	64.67%	1,459,538.51	267,175.54



Invoice

1023 Kings Avenue
Jacksonville, FL 32207

904-645-6200

Invoice Number: INV-4806
Invoice Date: 6/30/2019
Due Date: 8/14/2019
Client Project

City of La Vista

Mitch Beaumont, CPC
8116 Park View Blvd.
La Vista, NE 68128

Billing Mitch Beaumont, CPC

Job Name: La Vista, NE
19-LV-0011

Description:

Charges for professional services for continued work on the City of La Vista branding project. This is the second, agreed upon installment per the contract. Services to include continued work on the Consumer Awareness & Perception Study, the Influencer Perception Study and the Research & Strategy Presentation ahead of creative development.

Charges billed as estimated. Thank you.

Please remit to The Burdette Agency, Inc.

Amount:

Total: \$26,000.00

Terms: Net 45

68.81.0303.023

OK to pay.

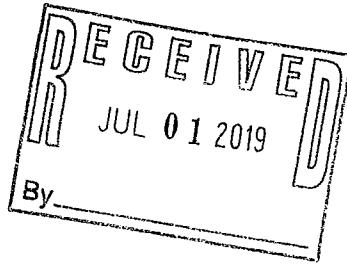
A handwritten signature in black ink that reads "Mitch Beaumont". The signature is fluid and cursive, with a long horizontal line extending to the right from the end of the name.

Consent Agenda 7/16/19 (2)

A-11

Invoice

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



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

O.K. to pay
 8MK 7-1-2019
 15.71.0911.003

olsson

June 24, 2019
 Invoice No: 331623

Invoice Total **\$9,743.50**

Olsson Project # 018-1994 La Vista City Centre Lot 17 Parking Garage NE
 Professional services rendered through June 8, 2019 for work completed in accordance with Agreement dated April 30, 2018.

Phase 400 Post Tension

Labor

	Hours	Rate	Amount
Technician	77.75	60.00	4,665.00
Project Manager	15.50	115.00	1,782.50
Totals	93.25		6,447.50
Total Labor			6,447.50

Unit Billing

Field Vehicle	109.0 Miles @ 0.75	81.75
Field Vehicle	7.0 Miles @ 0.75	5.25
Field Vehicle	25.0 Miles @ 0.75	18.75
Field Vehicle	13.0 Miles @ 0.75	9.75
Field Vehicle	14.0 Miles @ 0.75	10.50
Compressive Strength - Concrete		
9 Tests @ \$15/Test		135.00
9 Tests @ \$15/Test		135.00
9 Tests @ \$15/Test		135.00
9 Tests @ \$15/Test		135.00
9 Tests @ \$15/Test		135.00
9 Tests @ \$15/Test		135.00
9 Tests @ \$15/Test		135.00
9 Tests @ \$15/Test		135.00
9 Tests @ \$15/Test		135.00
Total Units		1,341.00
		1,341.00

Billing Limits

	Current	Prior	To-Date
Total Billings	7,788.50	12.75	7,801.25
Limit			13,478.00
Balance Remaining			5,676.75

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Consent Agenda 7/16/19 *mc*

Project	018-1994	La Vista City Centre Lot 17 Parking Gara	Invoice	331623
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	Total this Phase	\$7,788.50
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Phase	700	Reporting/Project Management
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Labor

	Hours	Rate	Amount
Project Manager	17.00	115.00	1,955.00
Totals	17.00		1,955.00
Total Labor			1,955.00

Billing Limits	Current	Prior	To-Date
Total Billings	1,955.00	3,918.25	5,873.25
Limit			9,470.00
Balance Remaining			3,596.75
		Total this Phase	\$1,955.00

AMOUNT DUE THIS INVOICE	\$9,743.50
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Authorized By: Matthew Markham

Project	018-1994	La Vista City Centre Lot 17 Parking Gara	Invoice	331623
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Billing Backup

Monday, June 24, 2019

Olsson, Inc.

Invoice 331623 Dated 6/24/2019

2:43:14 PM

Olsson Project # 018-1994

La Vista City Centre Lot 17 Parking Garage NE

Phase 400 Post Tension

Labor

			Hours	Rate	Amount
Technician					
04069	Johnson, Evan	5/6/2019	2.50	60.00	150.00
04069	Johnson, Evan	5/7/2019	1.75	60.00	105.00
04924	Belling, James	5/8/2019	1.25	60.00	75.00
04069	Johnson, Evan	5/8/2019	2.50	60.00	150.00
04359	Whitman, Drew	5/8/2019	1.00	60.00	60.00
04924	Belling, James	5/9/2019	9.00	60.00	540.00
04923	Fredrick, Dulitha	5/9/2019	9.00	60.00	540.00
04069	Johnson, Evan	5/9/2019	8.75	60.00	525.00
04359	Whitman, Drew	5/9/2019	9.00	60.00	540.00
04924	Belling, James	5/10/2019	1.00	60.00	60.00
04069	Johnson, Evan	5/11/2019	12.00	60.00	720.00
03752	Tegels, Leo	5/21/2019	3.00	60.00	180.00
04923	Fredrick, Dulitha	5/23/2019	6.00	60.00	360.00
04571	Wright, Jeremy	5/23/2019	5.00	60.00	300.00
04923	Fredrick, Dulitha	5/24/2019	1.50	60.00	90.00
03730	Svoboda, Joseph	5/25/2019	3.00	60.00	180.00
04571	Wright, Jeremy	5/25/2019	1.00	60.00	60.00
04069	Johnson, Evan	5/28/2019	.50	60.00	30.00
Project Manager					
04358	Markham, Matthew	5/23/2019	7.25	115.00	833.75
04358	Markham, Matthew	5/24/2019	4.00	115.00	460.00
04358	Markham, Matthew	5/28/2019	2.00	115.00	230.00
04358	Markham, Matthew	6/5/2019	1.00	115.00	115.00
04358	Markham, Matthew	6/6/2019	1.25	115.00	143.75
Totals			93.25		6,447.50
Total Labor					6,447.50

Unit Billing

Field Vehicle	109.0 Miles @ 0.75	81.75
Field Vehicle	7.0 Miles @ 0.75	5.25
Field Vehicle	25.0 Miles @ 0.75	18.75
Field Vehicle	13.0 Miles @ 0.75	9.75
Field Vehicle	14.0 Miles @ 0.75	10.50

Compressive Strength - Concrete

9 Tests @ \$15/Test	135.00

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	018-1994	La Vista City Centre Lot 17 Parking Gara	Invoice	331623	
9 Tests @ \$15/Test			135.00		
9 Tests @ \$15/Test			135.00		
9 Tests @ \$15/Test			135.00		
9 Tests @ \$15/Test			135.00		
Total Units			1,341.00	1,341.00	
		Total this Phase		\$7,788.50	
Phase	700	Reporting/Project Management			
Labor					
			Hours	Rate	Amount
Project Manager					
04358	Markham, Matthew	4/19/2019	.25	115.00	28.75
04358	Markham, Matthew	4/29/2019	.25	115.00	28.75
04358	Markham, Matthew	5/3/2019	.50	115.00	57.50
04358	Markham, Matthew	5/6/2019	.50	115.00	57.50
03752	Tegels, Leo	5/6/2019	1.00	115.00	115.00
04358	Markham, Matthew	5/7/2019	1.00	115.00	115.00
03752	Tegels, Leo	5/7/2019	1.00	115.00	115.00
04358	Markham, Matthew	5/8/2019	1.00	115.00	115.00
03752	Tegels, Leo	5/8/2019	2.00	115.00	230.00
04358	Markham, Matthew	5/9/2019	1.00	115.00	115.00
04358	Markham, Matthew	5/10/2019	1.00	115.00	115.00
04358	Markham, Matthew	5/13/2019	.25	115.00	28.75
03752	Tegels, Leo	5/13/2019	1.00	115.00	115.00
04358	Markham, Matthew	5/14/2019	.25	115.00	28.75
04358	Markham, Matthew	5/15/2019	.25	115.00	28.75
04358	Markham, Matthew	5/16/2019	.25	115.00	28.75
04358	Markham, Matthew	5/20/2019	.50	115.00	57.50
04358	Markham, Matthew	5/21/2019	.25	115.00	28.75
04358	Markham, Matthew	5/23/2019	.25	115.00	28.75
04358	Markham, Matthew	5/29/2019	2.50	115.00	287.50
04358	Markham, Matthew	6/3/2019	1.00	115.00	115.00
04358	Markham, Matthew	6/4/2019	.50	115.00	57.50
04358	Markham, Matthew	6/5/2019	.50	115.00	57.50
	Totals		17.00		1,955.00
	Total Labor				1,955.00
			Total this Phase		\$1,955.00
			Total this Project		\$9,743.50
			Total this Report		\$9,743.50

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Invoice

olsson

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

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

O.K. to pay
 8PMK 7-1-2019
 16.71.0909.003

June 28, 2019
 Invoice No: 331390

Invoice Total \$46,513.25 ←

Olsson Project # B16-0546 / La Vista NE City/Centre Phase 1 Public Infrastructure
 Professional services rendered May 5, 2019 through June 8, 2019 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
Team/Technical Leader Egelhoff, Anthony	2.25	185.00	416.25 ✓
Administrative Chambers, Veronica	.50	73.00	36.50 ✓
Totals	2.75		452.75
Total Labor			452.75
			Total this Phase \$452.75 ✓

Phase 400 Construction Services (Including Amendments 3 & 5)

Labor

	Hours	Rate	Amount
Technician Belling, James	3.50	60.00	210.00 ✓
Hall, Ethan	1.00	60.00	60.00 ✓
Hineline, Mitchell	2.00	60.00	120.00 ✓
Project Manager Carey, Douglas	2.00	115.00	230.00 ✓
Markham, Matthew	42.25	115.00	4,858.75 ✓

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Consent Agenda 7/16/19

Project	B16-0546	La Vista NE City Centre Phase 1 Public			Invoice	331390
Lab Tech Support						
Fredrick, Dulitha		3.75		0.00		
Hall, Ethan		.50		0.00		
Petersen, Clinton		.75		0.00		
Assistant Engineer						
Turek, Zachary		150.25	90.00	13,522.50	✓	
Associate Surveyor						
Hanna, Daniel		25.25	110.00	2,777.50	✓	
2-Man Survey Crew						
Bang, Joshua		2.50	150.00	375.00	✓	
Drake, Brian		2.50	150.00	375.00	✓	
Hug, Nicholas		2.00	150.00	300.00	✓	
Rokusek, Zachary		32.50	150.00	4,875.00	✓	
Survey Support Crew						
Ngoma, Delph		32.50		0.00		
Thompson, Ryan		4.50		0.00		
Team/Technical Leader						
Egelhoff, Anthony		13.75	185.00	2,543.75	✓	
Construction Services Senior Technician						
Renken, Troy		5.00	90.00	450.00	✓	
Administrative						
Zablocki, Stacy		3.00	73.00	219.00	✓	
Project Engineer						
Golka, Michael		.75	156.00	117.00	✓	
Team Leader						
Rothanzl, Terrence		2.50	112.00	280.00	✓	
Underwood, James		11.00	176.00	1,936.00	✓	
Student Technician - Level 1						
Mulligan, Patrick		2.50	52.00	130.00	✓	
	Totals	346.25		33,379.50		
	Total Labor					33,379.50 ✓
Unit Billing						
Field Vehicle			27.0 Miles @ 0.75	20.25		
Field Vehicle			7.0 Miles @ 0.75	5.25		
Field Vehicle			7.0 Miles @ 0.75	5.25		
Compressive Strength - Concrete						
5 Tests @ \$15/Test				75.00		
3 Tests @ \$15/Test				45.00		
4 Tests @ \$15/Test				60.00		
	Total Units				210.75	210.75
			Total this Phase			\$33,590.25
Phase	402	SWPPP Inspections (Including Amendment 5)				
Fee						
Number of Mo Insp Fees		1.00				
Fee Each		800.00				
Subtotal		800.00				

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	331390
		Subtotal		800.00
		Total this Phase		\$800.00
<hr/>				
Phase	900	Expenses (Including Amendment 5)		
 Reimbursable Expenses				
	Personal Vehicle Mileage		63.75	
	Total Reimbursables		63.75	63.75
 Unit Billing				
	Field Vehicle	728.0 Miles @ 0.75	546.00	
	Field Vehicle	16.0 Miles @ 0.75	12.00	
	Field Vehicle	134.0 Miles @ 0.75	100.50	
	Field Vehicle	7.0 Miles @ 0.75	5.25	
	Field Vehicle	46.0 Miles @ 0.75	34.50	
	Survey Supplies		133.50	
	Total Units		831.75	831.75
		Total this Phase		\$895.50
<hr/>				
Phase	911	Amendment 1 Pavement Rehabilitation Pavement Roadway Design		
 Labor				
		Hours	Rate	Amount
	Associate Surveyor			
	Peterson, Drew	2.00	110.00	220.00
	2-Man Survey Crew			
	Drake, Brian	1.75	150.00	262.50
	Survey Support Crew			
	Mulligan, Patrick	1.75		0.00
	Totals	5.50		482.50
	Total Labor			482.50
		Total this Phase		\$482.50
<hr/>				
Phase	915	Amendment 1 Pavement Rehabilitation Expenses		
 Unit Billing				
	Field Vehicle	12.0 Miles @ 0.75	9.00	
	Total Units		9.00	9.00
		Total this Phase		\$9.00

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	331390
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Phase 930 Amendment #4 84th Street Pavement & Sewers

Labor

	Hours	Rate	Amount
Assistant Engineer	1.00	90.00	90.00 ✓
Team/Technical Leader	4.75	185.00	878.75 ✓
Student Technician - Level 1	2.25	52.00	117.00 ✓
Totals	8.00		1,085.75
Total Labor			1,085.75
			Total this Phase
			\$1,085.75 ✓

Phase 940 Amendment #6 Pavement Rehabilitation Construction Services

Labor

	Hours	Rate	Amount
Technician	2.50	60.00	150.00 ✓
Project Manager	45.75	115.00	5,261.25 ✓
Lab Tech Support	7.00		0.00
Assistant Engineer	9.25	90.00	832.50 ✓
Team/Technical Leader	5.25	185.00	971.25 ✓
Construction Services Senior Manager	1.00	133.00	133.00 ✓
Administrative	7.00	73.00	511.00 ✓
Student Technician - Level 1	4.50	52.00	234.00 ✓
Totals	82.25		8,093.00
Total Labor			8,093.00 ✓

Consultants

Markham, Matthew			
4/30/2019	Markham, Matthew	Thiele Gyratory Testing	1,100.00
			1,100.00 ✓
	Total Consultants		1,100.00 ✓

Unit Billing

Field Vehicle	6.0 Miles @ 0.75	4.50	
Total Units		4.50	4.50
		Total this Phase	\$9,197.50 ✓

Billing Limits

	Current	Prior	To-Date
Total Billings	46,513.25	930,258.76	976,772.01
Limit			1,116,326.50
Balance Remaining			139,554.49
		AMOUNT DUE THIS INVOICE	\$46,513.25 ✓

Email Invoices to: jkottmann@cityoflavista.org

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	331390
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Authorized By: Anthony Egelhoff

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS



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

INVOICE

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

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

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

Invoice number 132081
Date 06/27/2019

Project 0171-417 LA VISTA PHASE ~~4~~ GOLF
COURSE TRANSFORMATION -
PROPOSED LAKE IMPROVEMENTS

Professional Services from May 20, 2019 through June 16, 2019

PO #18-0080

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Construction Staking	20,000.00	19,888.55	111.45	0.00
Construction Administration	4,000.00	4,000.00	0.00	0.00
Construction Observation	5,000.00	4,750.35	249.65	0.00
Construction Testing/Geotechnical Observation	105,000.00	100,890.03	3,196.22	913.75
Erosion Control Monitoring and Reporting Services	7,500.00	7,500.00	0.00	0.00
Grading "As-Built" Drawings	3,500.00	3,358.75	141.25	0.00
Sanitary Sewer Relocation	15,000.00	14,689.57	310.43	0.00
3D Visualization	3,500.00	3,500.00	0.00	0.00
Additional Design Team Meeting Attendance	2,000.00	1,986.65	13.35	0.00
Construction Phase Progress Meeting Attendance	7,500.00	7,496.66	3.34	0.00
Total	173,000.00	168,060.56	4,025.69	913.75

Invoice total

913.75

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
132081	06/27/2019	913.75	913.75				
	Total	913.75	913.75	0.00	0.00	0.00	0.00

O.K. to pay

PMK 7-5-2019

16.71.0942.003

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.

Consult Agenda 7/16/19
cc

July 17, 2019

City of La Vista City Council Consent Agenda

Omaha Sewer Tract Connection Fees

Address	Company	Amount Due		Amount in		Difference
		to Omaha	GL Date	Liability Account		
7760 S 130th Plaza	Andover Point, Pt. of Lot 1	30,324.00	5/1/2019	\$ 30,324.00	\$	-
12710 Westport	lot 1, Southport West Replat 6, HOA	11,955.27	5/7/2019	\$ 11,955.27	\$	-
		<u>\$ 42,279.27</u>		<u>\$ 42,279.27</u>		<u>-</u>

Payment Requested by: John Kottman

Approved by: Cindy Miserez
Date: July 12, 2019All funds have been received from the Companies
for remittance to OmahaAccounts Payable Note: Please enter a separate invoice for each company for each vendor.
Vendor: City of Omaha
Vendor Number: 00152
Attention: Ronald L. Bartlett (PWks)

Please Note Accounts Payable Instructions:

Please include a copy of this worksheet and John Kottmann's letter with the check.

Please enter a separate invoice for each amount listed with the address in the description field.



July 9, 2019

Mr. Ron Bartlett
City of Omaha-EQCD
5600 South 10th Street
Omaha, NE 68107-3501

RE: Omaha-La Vista WSA
Sanitary Sewer Connection Fee Reporting
Quarter 2 of 2019

Ron:

In accordance with Amendment No. 3 to the wastewater service agreement between the City of Omaha and the City of La Vista, we are submitting this report for the first quarter of 2019. There were two building projects with sewer connections in the service area for which fees are due to Omaha in the second quarter. I have enclosed a report form identifying the buildings and connection fees in the amount of \$42,279.27. If you have questions about this report, please contact me.

This submittal makes us current in the remittance of sewer connection fees to the best of my knowledge.

Also, for your information, I will be doing the Quarterly Report for the second quarter of 2019. After that, future reports will be submitted by Pat Dowse, who is taking my place here as La Vista City Engineer, so I anticipate that the transition will be seamless.

Submitted by:


John M. Kottmann, P.E.
City Engineer

Enclosure

Cc Ms. Cindy Miserez, La Vista Finance Director w/encl
Mr. Pat Dowse, City Engineer w/encl

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
p:402-331-4343
f:402-331-4375

Community Development
8116 Park View Blvd.
p:402-593-6400
f:402-331-4375

Fire
8110 Park View Blvd.
p:402-331-4748
f:402-331-0410

Library
9110 Giles Rd.
p:402-537-3900
f:402-537-3902

Police
7701 South 96th St
p:402-331-1582
f:402-331-7210

Public Works
9900 Cornhusker Rd.
p:402-331-8927
f:402-331-1051

Recreation
8116 Park View Blvd.
p:402-331-3455
f:402-331-0299

**City Of La Vista
Remittance Calculation to Omaha
Quarterly Report to City of Omaha**

Date 8-Jul-19

Second Qtr of 2019				La Vista Tract Fee Rate	La Vista Tract Conn Fee Collected	Omaha Sr. Conn. Fee Remitted, 95%
Project	Legal	Address	Acres Units			
Multi-Family		7760 South 130th Plaza	30 Units	\$1,064.00 per Unit	\$ 31,920.00	\$ 30,324.00
None	Andover Pointe, Pt. of Lot 1					
Comm/Ind						
Hooters Restaurant	Lot 1, Southport West Replat 6	12710 Westport	1.699	\$7,407.00	\$ 12,584.49	\$ 11,955.27
			Acres Total	per Acre		
					\$ 0.00	\$ 42,279.27
						\$ 0.00

July 17, 2019

City of La Vista City Council Consent Agenda

Papio-Missouri River Natural Resources District

Payment Requested by: John Kottman

Approved by: **Cindy Miserez**
Date: **July 12, 2019**

All funds have been received from the Companies for remittance to Papio-Missouri River Natural Resources District

Accounts Payable Note: Please enter a separate invoice for address.
Vendor: Papio-Missouri River Natural Resources District
c/o Lori Laster
Vendor Number: 04616

Please include a copy of this with the check.

Storm Water Management Fee Tracking

July 1, 2018 to June 30, 2019

Based on City Engineer Bldg Permit Review Letters

Updated

24-Jun-19

Location.....	Project Name.....	Permit Date	Fee		
			Acres	per Ac.	Collected
14550 Portal Circle	Woodhouse Detailing Facility		5	\$4,724.00	23,620.00 Lot 1, Heimes Subdivision
8701 South 145th St	Bobcat Bldg Expansion		4.546	\$4,842.00	22,011.73 Lot 1, Lakeview South II Replat Five
7371 South 118th St	TKA Bldg		1.691	\$4,842.00	8,187.82 Lot 1, Harrison Hills Replat Six
12923 Chandler Rd Plaza	Andover Pt Apts-Bldg No. 8		2.33	\$3,995.00	9,308.35 Pt. of Lot 1, Andover Pointe, multi-family fee
12951 Chandler Rd Plaza	Andover Pt Apts-Bldg No. 9		2.33	\$3,995.00	9,308.35 Pt. of Lot 1, Andover Pointe, multi-family fee
12950 Centech Rd Plaza	Andover Pt Apts-Bldg No. 10		2.33	\$3,995.00	9,308.35 Pt. of Lot 1, Andover Pointe, multi-family fee
12710 Westport Parkway	Hooters Restaurant		1.699	\$4,842.00	8,226.56 Lot 1, Southport West Replat 6
12221 West Giles Road	TNT Medical Off Bldg		1.24	\$4,842.00	6,004.08 Lot 3, Gary & Debbie Pink No. 3
14558 Portal Circle	MCL Office Bldg Shell		5	\$4,842.00	24,210.00 Lot 2, Heimes Subdivision
7760 South 133rd Plaza	Andover Pt Apts, Bldg No. 11		2.33	\$3,995.00	9,308.35 Pt. of Lot 1, Andover Pointe, multi-family fee
				\$4,842.00	0.00
				\$4,842.00	0.00
Total for June 30, 2019 Payment to the PMRNRD					\$129,493.59

Notes: This period goes back to July 1, 2018 and does not match our fiscal year. It matches the NRD fiscal year.

July 17, 2019

City of La Vista City Council Consent Agenda

Sarpy Industrial Sewer Tract Connection Fees

Address	Company	Permit	Amount Due to Sarpy	Date Paid to City	Amount in Liability Account	Amount in Sarpy	Difference
12005 Portal Road	E&R Properties - Paulson Building Company	P18-01510 P18-01511 P18-01512	\$ 19,030.00	7/17/2019	\$ 19,030.00	\$	-
11626 Virginia Plaza	Quick Trip Lot 3, Brook Valley II BP	P19-00164	\$ 12,925.00	7/17/2019	\$ 12,925.00	\$	-
14558 Portal Circle	MCL Office, Lot 2, Heimes Subdivision	P19-00183	\$ 27,500.00	7/17/2019	\$ 27,500.00	\$	-
						\$ 59,455.00	\$ 59,455.00

Payment Requested by: John Kottman

Approved by: Cindy Miserez
Date: July 12, 2019All funds have been received from the Companies
for remittance to Sarpy CountyAccounts Payable Note: Please enter a separate invoice for each company for each vendor.
Vendor: Sarpy County Treasurer
Permits & Zoning
c/o Donna Lynam
Sarpy County Planning Office

Vendor Number: 5306

Please include a copy of this with the check.

Sarpy Industrial Sewer Tract Connection Fees

Updated

1-Jul-19

July 1, 2018 to June 30, 2019

Based on City Engineer Bldg Permit Review Letters

Location.....	Project Name.....	Permit Date	Acres	Fee per Ac.	Due Sarpy	Comment
11626 Virginia Plaza	Quik Trip, Lot 3, Brook Valley II BP		2.35	\$5,500.00	12,925.00	Excludes small ROW dedication area, also see Note 3
12005 Portal Road	E&R Prop., Lot 5, Papio Valley 2 BP		3.46	\$5,500.00	19,030.00	See Note 3
14558 Portal Circle	MCL Office, Lot 2, Heimes Subdivision		5	\$5,500.00	27,500.00	See Note 6

Total for payment to Sarpy through July 1, 2019: \$59,455.00

Note 1: A tract connection fee per acre was collected at time of platting per subdivision agmt and the remittance to Sarpy County at \$5,500 per acre was done. This is because the area is in the City ETJ and connects to the Sarpy industrial sewer. Also, the property involves a platting and therefore a second round of the fee is to be collected. The Woodhouse Place development required an outfall sewer that Sarpy will build. So the platting fee was remitted to Sarpy right after collection to aid in their funding of the immediate construction.

Remittance of platting fee and second round of the fee on Lot 1 occurred at Sept. 19, 2017 Council Meeting.

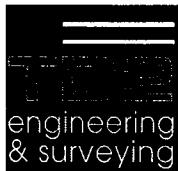
Note 2: The location is not inside the City limits and so the terms of the subdivision agreement were followed which allowed collection of Sarpy fee and a reduced portion of City fee. The \$5500 per acre portion of the fee needs to be remitted to Sarpy County.

Note 3: A tract connection fee per acre was collected at Master Fee schedule rate and the remittance to Sarpy County at \$5,500 per acre should be done. This is because the area is in the City limits and the industrial sewer interlocal agreement provided for La Vista to take ownership of the portion of the industrial sewer in the annexed area. However, during discussions about amendment to WSA with Omaha and Sarpy County it was agreed that Sarpy would retain ownership of the industrial sewer and therefore rights to the tract connection fee in the amount of \$5,500 per acre.

Note 4: This lot is not inside the City limits but is within the ETJ. Sarpy County was contacted and advised that a fee of \$5,500 per acre is to be remitted to Sarpy. There is no subdivision agreement addressing any fee to La Vista in addition to a fee to Sarpy. Therefore, collecting fee at rate set in Master Fee Ordinance and sending the \$5,500 per acre portion to Sarpy.

Note 5: A tract connection fee per acre was collected at the Master Fee schedule rate and the remittance to Sarpy County at \$5,500 per acre should be done. This parcel is in the La Vista ETJ, but not in the City limits, and is served by the Sarpy Industrial Sewer. It is also served by the outfall sewer connection that was built as part of the Woodhouse Place project. This parcel is located in the Heimes Subdivision which required an initial fee collection at the time of subdivision. Need to verify that the initial round was paid to Sarpy previously at the time of platting.

Note 6: A tract connection fee per acre was collected at the time of platting per subdivision agmt and the remittance to Sarpy County at \$5,500 per acre should be done. This parcel is in the La Vista ETJ, but not in the City limits, and is served by the Sarpy Industrial Sewer. It is also served by the outfall sewer connection that was built as part of the Woodhouse Place project. A second round of the fee will be collected at the Master Fee schedule rate with \$5,500 per acre portion of that second round being remitted when lots are built upon.



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

INVOICE

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

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

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

Invoice number 132081
Date 06/27/2019

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

Professional Services from May 20, 2019 through June 16, 2019

PO #18-0080

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Construction Staking	20,000.00	19,888.55	111.45	0.00
Construction Administration	4,000.00	4,000.00	0.00	0.00
Construction Observation	5,000.00	4,750.35	249.65	0.00
Construction Testing/Geotechnical Observation	105,000.00	100,890.03	3,196.22	913.75
Erosion Control Monitoring and Reporting Services	7,500.00	7,500.00	0.00	0.00
Grading "As-Built" Drawings	3,500.00	3,358.75	141.25	0.00
Sanitary Sewer Relocation	15,000.00	14,689.57	310.43	0.00
3D Visualization	3,500.00	3,500.00	0.00	0.00
Additional Design Team Meeting Attendance	2,000.00	1,986.65	13.35	0.00
Construction Phase Progress Meeting Attendance	7,500.00	7,496.66	3.34	0.00
Total	173,000.00	168,060.56	4,025.69	913.75

Invoice total 913.75 ←

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
132081	06/27/2019	913.75	913.75				
	Total	913.75	913.75	0.00	0.00	0.00	0.00

O.K. to pay

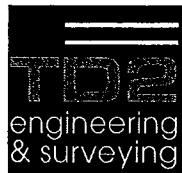
DMK 7-5-2019

16.71.0942.003

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.

Consult Agenda 7/10/19

A/17



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

INVOICE

Please remit to:

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

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

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

Invoice number 132082
Date 06/27/2019

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

Professional Services from May 20, 2019 through June 16, 2019

PO #18-0080

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Interface Area Topographic Survey	6,700.00	6,700.00	0.00	0.00
Construction Staking - Sanitary Sewer Relocation Phase 2	3,000.00	3,000.00	0.00	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	3,602.50	3,897.50	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	6,783.90	716.10	0.00
Meetings	8,000.00	4,639.10	3,099.60	261.30
Construction Testing - Sanitary Sewer Relocation Phase 2	25,000.00	15,328.54	7,188.91	2,482.55
Construction Testing - Trail Phase 2	15,000.00	11,065.32	2,961.73	972.95
Erosion Control Monitoring and Reporting Services	9,000.00	2,956.50	5,452.25	591.25
3D Video Update Phase 2	5,500.00	5,229.39	270.61	0.00
Total	99,700.00	64,187.80	31,204.15	4,308.05

Invoice total

4,308.05

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
132082	06/27/2019	4,308.05	4,308.05				
	Total	4,308.05	4,308.05	0.00	0.00	0.00	0.00

O.K. to pay

FMK 7-5-2019

16.71.0942.003

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.

Consent Agenda 7/16/17 R

User: mgustafson

DB: La Vista

Check #

Check #	Check Date	Vendor Name	Amount	Voided
129988	07/03/2019	ALFRED BENESCH & COMPANY	3,461.78	N
129989	07/03/2019	DLR GROUP	4,468.52	N
129990	07/03/2019	FLEET US LLC	163.99	N
129991	07/03/2019	METROPOLITAN COMMUNITY COLLEG	60,367.71	N
129992	07/03/2019	SIGN IT	3,176.00	N
129993	07/03/2019	SWAIN CONSTRUCTION INC	165,088.39	N
129994	07/03/2019	UNITED STATES TREASURY	235.20	N
129995	07/09/2019	FIRST NATIONAL BANK FREMONT	500.00	N
129996	07/16/2019	3E-ELECTRICAL ENGINEERING & EQUIP	8.67	N
129997	07/16/2019	A-RELIEF SERVICES INC	534.00	N
129998	07/16/2019	ACCO UNLIMITED CORPORATION	385.00	N
129999	07/16/2019	ACCURATE TESTING INC	245.00	N
130000	07/16/2019	AMAZON CAPITAL SERVICES, INC.	371.60	N
130001	07/16/2019	AMAZON CAPITAL SERVICES, INC.	26.46	N
130002	07/16/2019	ASPHALT & CONCRETE MATERIALS	954.64	N
130003	07/16/2019	BARCAL, ROSE	378.70	N
130004	07/16/2019	BISHOP BUSINESS EQUIPMENT COMPA	328.57	N
130005	07/16/2019	BOBCAT OF OMAHA	3,850.00	N
130006	07/16/2019	BODY BASICS INC	472.00	N
130007	07/16/2019	BRODART COMPANY	133.12	N
130008	07/16/2019	BUETHE, PAM	37.05	N
130009	07/16/2019	BUILDERS SUPPLY CO INC	124.47	N
130010	07/16/2019	CATHERINE DEMES MAYDEW	1,755.00	N
130011	07/16/2019	CENTER POINT, INC.	419.74	N
130012	07/16/2019	CENTURY LINK	584.06	N
130013	07/16/2019	CENTURY LINK BUSN SVCS	189.03	N
130014	07/16/2019	CIACCIO ROOFING CORPORATION	400.83	N
130015	07/16/2019	CINTAS CORPOTATION	33.86	N
130016	07/16/2019	CIOX HEALTH, LLC	43.70	N
130017	07/16/2019	COMP CHOICE INC	796.61	N
130018	07/16/2019	CONTINENTAL RESEARCH CORPORATI	1,642.60	N
130019	07/16/2019	CONTROL MASTERS INCORPORATED	19,672.00	N
130020	07/16/2019	COX COMMUNICATIONS, INC.	277.40	N
130021	07/16/2019	CULLIGAN OF OMAHA	54.30	N
130022	07/16/2019	CUMMINS CENTRAL POWER LLC	616.55	N
130023	07/16/2019	DAIKIN APPLIED	2,302.15	N
130024	07/16/2019	DELL MARKETING L.P.	4,144.41	N
130025	07/16/2019	DEMCO INCORPORATED	119.87	N
130026	07/16/2019	DULTMEIER SALES LLC	63.10	N
130027	07/16/2019	EDGEWEAR SCREEN PRINTING	1,112.00	N
130028	07/16/2019	EXPRESS DISTRIBUTION LLC	581.19	N
130029	07/16/2019	FBG SERVICE CORPORATION	5,965.00	N
130030	07/16/2019	FILTER CARE OF NEBRASKA	55.50	N
130031	07/16/2019	GALE	240.65	N
130032	07/16/2019	GCR TIRES & SERVICE	214.74	N
130033	07/16/2019	GRAYBAR ELECTRIC COMPANY INC	324.60	N
130034	07/16/2019	GREATAMERICA FINANCIAL SERVICES	1,127.00	N
130035	07/16/2019	H & H CHEVROLET LLC	16.09	N
130036	07/16/2019	HARDESTY, MARK	46.77	N
130037	07/16/2019	HARROD, RAYMOND	273.00	N
130038	07/16/2019	HAWKEYE TRUCK EQUIPMENT CO INC	955.63	N
130039	07/16/2019	HEIMES CORPORATION	50.88	N
130040	07/16/2019	HERRICK, ANGELA DAWN	125.00	N
130041	07/16/2019	HOBBY LOBBY STORES INC	21.61	N
130042	07/16/2019	HOME DEPOT CREDIT SERVICES	638.00	N
130043	07/16/2019	HOSE & HANDLING INCORPORATED	75.32	N
130044	07/16/2019	INDUSTRIAL SALES COMPANY INC	337.82	N
130045	07/16/2019	INGRAM LIBRARY SERVICES	2,855.62	N
130046	07/16/2019	JAMIE BROWN	94.33	N
130047	07/16/2019	JOHNSTONE SUPPLY CO	220.65	N

User: mgustafson

DB: La Vista

Check #

Check #	Check Date	Vendor Name	Amount	Voided
130048	07/16/2019	KANOPIY, INC.	50.00	N
130049	07/16/2019	KIMBALL MIDWEST	112.58	N
130050	07/16/2019	KRIHA FLUID POWER CO INC	417.19	N
130051	07/16/2019	LA VISTA COMMUNITY FOUNDATION	60.00	N
130052	07/16/2019	LARSEN SUPPLY COMPANY	229.20	N
130053	07/16/2019	LIBRARY IDEAS LLC	145.69	N
130054	07/16/2019	LOVELAND GRASS PAD	1,669.75	N
130055	07/16/2019	MAMA'S PIZZA	335.66	N
130056	07/16/2019	MARK A KLINKER	200.00	N
130057	07/16/2019	MARTIN ASPHALT - MONARCH OIL	880.60	N
130058	07/16/2019	MENARDS-RALSTON	136.79	N
130059	07/16/2019	METRO AREA TRANSIT	493.00	N
130060	07/16/2019	METROPOLITAN UTILITIES DIST.	55.21	N
130061	07/16/2019	MIDWEST TAPE	534.20	N
130062	07/16/2019	MSC INDUSTRIAL SUPPLY CO	437.00	N
130063	07/16/2019	NOLL, MARGARET M	90.00	N
130064	07/16/2019	O'REILLY AUTO ENTERPRISES, LLC	203.13	N
130065	07/16/2019	OFFICE DEPOT INC	110.52	N
130066	07/16/2019	OMAHA PUBLIC POWER DISTRICT	53,222.50	N
130069	07/16/2019	OMAHA WINDUSTRIAL CO	107.18	N
130070	07/16/2019	OMAHA WINNELSON SUPPLY	21.59	N
130071	07/16/2019	OMAHA WORLD-HERALD	711.20	N
130072	07/16/2019	OMNI ENGINEERING	497.71	N
130073	07/16/2019	ONE CALL CONCEPTS INC	423.90	N
130074	07/16/2019	PAPILLION SANITATION	1,501.30	N
130075	07/16/2019	PLAINS EQUIPMENT GROUP	145.95	N
130076	07/16/2019	RAINBOW GLASS & SUPPLY INC	240.86	N
130077	07/16/2019	READY MIXED CONCRETE COMPANY	572.04	N
130078	07/16/2019	SARPY COUNTY COURTHOUSE	4,207.68	N
130079	07/16/2019	SHAMROCK CONCRETE COMPANY	2,130.60	N
130080	07/16/2019	SIGN IT	442.50	N
130081	07/16/2019	SILAS CREEK	2,000.00	N
130082	07/16/2019	SOUTHERN UNIFORM & EQUIPMENT	1,270.11	N
130083	07/16/2019	TED'S MOWER SALES & SERVICE	874.03	N
130084	07/16/2019	THE FILTER SHOP, INC.	500.52	N
130085	07/16/2019	TOSHIBA FINANCIAL SERVICES	138.00	N
130086	07/16/2019	TRANS UNION RISK AND ALT. DATA S	50.00	N
130087	07/16/2019	U.S. CELLULAR	1,216.35	N
130088	07/16/2019	UNITE PRIVATE NETWORKS LLC	3,850.00	N
130089	07/16/2019	UNITED PARCEL SERVICE	105.89	N
130090	07/16/2019	WESTLAKE HARDWARE INC NE-022	37.51	N
130091	07/16/2019	WESTLAKE HARDWARE INC NE-022	2,502.34	N
130092	07/16/2019	ZIMCO SUPPLY COMPANY	1,932.00	N
TOTAL:				378,619.76

APPROVED BY COUNCIL MEMBERS ON: 07/16/2019

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

07/12/2019 09:50 AM

ACCOUNTS PAYABLE CHECK REGISTER

Page: 3/3

User: mgustafson

DB: La Vista

Check #

Check Date

Vendor Name

Amount

Voided

COUNCIL MEMBER

User: mgustafson

DB: La Vista

Check #

Check #	Check Date	Vendor Name	Amount	Voided
717(E)	06/04/2019	ELAN FINANCIAL SERVICES	21,138.93	N
725(E)	07/03/2019	ACCESS BANK	3,066.27	N
726(E)	07/03/2019	ALLY BANK	356.91	N
727(E)	07/03/2019	AMERICAN HERITAGE LIFE INSURANCE	1,382.59	N
728(E)	07/03/2019	BLUE CROSS BLUE SHIELD OF NEBR	103,180.78	N
729(E)	07/03/2019	CCAP AUTO LEASE LTD	449.00	N
730(E)	07/03/2019	DEARBORN NATIONAL LIFE INSURANC	6,049.01	N
731(E)	07/03/2019	ENTERPRISE FM TRUST	350.00	N
732(E)	07/03/2019	ESSENTIAL SCREENS	740.00	N
733(E)	07/03/2019	LINCOLN NATIONAL LIFE INS CO	6,116.16	N
734(E)	07/03/2019	MID-AMERICAN BENEFITS INC	624.00	N
735(E)	07/03/2019	NE DEPT OF REVENUE-SALES TAX	920.00	N
736(E)	07/03/2019	TASC	7,254.22	N
737(E)	07/03/2019	TOSHIBA FINANCIAL SERVICES	127.40	N
738(E)	07/03/2019	UNITED HEALTHCARE INSURANCE CO	843.55	N
TOTAL:				152,598.82

APPROVED BY COUNCIL MEMBERS ON: 07/16/2019

COUNCIL MEMBER

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 16, 2019 AGENDA

Subject:	Type:	Submitted By:
CHANGE ORDER No. 5 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 additional street lighting, erosion control and remobilization costs. The contract price increases from \$4,534,611.91 to \$4,604,424.06.

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 \$4,534,611.91. Additional work has become necessary that was not part of the initial construction documents. Primary items include additional street lighting conduits, wires and devices to accommodate plug-ins at each light pole and a change in routing to minimize future conflicts; remobilization, administrative and increased material costs due to Phase 3 work being delayed until spring of 2019; and additional erosion control efforts. The change order also changes the final completion date to July 31, 2019. Change Order No. 5 results in an increase of \$69,812.15.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NO. 5 TO THE CONTRACT WITH GRAHAM CONSTRUCTION, INC., OMAHA, NEBRASKA, TO PROVIDE FOR ADDITIONS OF WORK, FOR AN ADDITIONAL AMOUNT NOT TO EXCEED \$69,812.15.

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 \$4,534,611.91 to \$4,604,424.06

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. 5 to the contract with Graham Construction, Inc., Omaha Nebraska, to provide for additions of work, for an additional amount not to exceed \$69,812.15.

PASSED AND APPROVED THIS 16TH DAY OF JULY, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



CHANGE ORDER

No. 5

Date of Issuance: July 8, 2019

Effective Date: July 8, 2019

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 12, 13. WCD #14 is a change in the Schedule. Change Order Request for Spring Delays and associated costs.

Quantity adjustments per Revisions 5 and 7 to the plans.

Attachments: (List documents supporting change): Attachment #1, See 'Work Change Directives, and all corresponding approval paperwork.

WCD's 12, 13, and 14, Field Order #2, Change Order Request – Delay to Spring 2019, and Email confirmation of dates and acceptance of COR

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. 4:

\$236,000.11

Contract Times from previously approved Change Orders

No. 0 to No. 4:

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:

\$4,534,611.91

Contract Times prior to this Change Order:

October 22, 2018 – Substantial

November 16, 2018 – Final Completion

Increase of this Change Order:

\$69,812.15

Contract Time changes of this Change Order:

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

Ready for final payment (days or date): July 31, 2019 - Final Completion

Contract Price incorporating this Change Order:

\$4,604,424.06

Contract Times with all approved Change Orders:

November 9, 2018 – Substantial Completion

July 31, 2019 - Final Completion

RECOMMENDED:

By:

Engineer (Authorized Signature)

ACCEPTED:

By:

Contractor (Authorized Signature)

ACCEPTED:

By:

Owner (Authorized Signature)

Date: 7-08-2019

6

Date: 7-08-2019

Date:

Approved by Funding Agency (if applicable):

Date:



City Centre Infrastructure Pavement & Sewers
Change Order No. 5 Attachment #1

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

Contractor: Graham Construction

July 8, 2019

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. 5 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	\$ (9,168.00)
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	AGGREGATE BEDDING FOR 24" STORM SEWER PIPE	LF	848.00	3.00	851.00	\$9.50	\$ 28.50
45	AGGREGATE BEDDING FOR 30" STORM SEWER PIPE	LF	1,518.00		1,518.00	\$14.75	\$ -
46	AGGREGATE BEDDING FOR 36" STORM SEWER PIPE	LF	956.00		956.00	\$17.50	\$ -
47	AGGREGATE BEDDING FOR 42" STORM SEWER PIPE	LF	913.00		913.00	\$20.00	\$ -
48	AGGREGATE 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	3.00	813.00	\$62.00	\$ 186.00
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	0.40	24.70	\$750.00	\$ 300.00
65	CONSTRUCT 60" I.D. STORM MANHOLE	VF	44.50		44.50	\$770.00	\$ -
66	CONSTRUCT 72" I.D. STORM MANHOLE	VF	32.00	0.20	32.20	\$800.00	\$ 160.00
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	\$ -



City Centre Infrastructure Pavement & Sewers
Change Order No. 5 Attachment #1

Owner: City of La Vista		OA Project # 016-0546 Prepared By: Stacy Zablocki/Matt Markham					
		Contractor: Graham Construction			July 8, 2019		
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	
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	
96	LED GLOBE POST-TOP LUMINARE W/ TAPERED STEEL POLE AND CONC. 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	
98A	(3) #6 AWG and (1) #10 COPPER WIRE W/THWN INSUL. IN 1-1/4" DIA. SCH. 40 PVC	LF	1,010.00	(560.00)	450.00	\$8.76	\$ (4,905.60)
98B	(3) #3 AWG and (1) #8 COPPER WIRE W/THWN INSUL. IN 1-1/4" DIA. SCH. 40 PVC	LF	-		-	\$27.95	
98C	(3) #1 AWG and (1) #6 COPPER WIRE W/THWN INSUL. IN 1-1/2" DIA. SCH. 40 PVC	LF		880.00	880.00	\$27.99	\$ 24,631.20
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	LEFT ARROW, GROOVED	EA	4.00		4.00	\$475.00	\$ -
105	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. 5 Attachment #1

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

Contractor: Graham Construction

July 8, 2019

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. 5 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 SNOUT	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	\$6,900.00	\$ -
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	\$ -
134	RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATED	HR	20.00		20.00	\$175.00	\$ -
135	RENTAL OF VACUUM TRUCK, FULLY OPERATED	HR	20.00		20.00	\$340.00	\$ -
						TOTAL \$	11,232.10

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	\$ -
Note: Remove Mulberry - Two (2) trees on the City's side of the fence at the SW Corner of Marisu Lane							
Note: Remove Evergreen - Tree in back yard of 7827 Marisu Lane							
Note: Remove Maple - Tree on the City's side of the fence at the SW corner of 7809 Marisu Lane							
Note: 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	Outlet 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	\$42,630.00	\$ -
CO#4	3" Rock added to Lot 17 access road	TN	80.05		80.05	\$28.50	\$ -
CO#4	Phase 1 & 2 Liquidated Damages	LS	1.00		1.00	(\$5,710.00)	\$ -

CHANGE ORDER #5

WCD #12	Seeding of Outlot B, C, Lot 4, Lot 5 and Lot 6 - Alfalfa Seed Mix	AC	-	10.00	10.00	\$787.50	\$ 7,875.00
WCD #12	Erosion Control Blanket - Stockpile in Outlot C	SY	-	3,500.00	3,500.00	\$1.26	\$ 4,410.00
WCD #13	Electrical Boring behind Bank and McDonald's	LF	-	900.00	900.00	\$17.21	\$ 15,489.00
CPR #1	Change Proposal Request - Delay to Spring 2019	LS	-	1.00	1.00	\$30,806.05	\$ 30,806.05

TOTAL \$ 58,580.05

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

Change Order No.5 \$ 69,812.15

Total Contract Costs \$ 4,604,424.06

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 16, 2019 AGENDA

Subject:	Type:	Submitted By:
APPROVAL OF SARPY COUNTY AND CITIES WASTEWATER AGENCY FY 2019-2020 BUDGET	♦ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared approving the Sarpy County and Cities Wastewater Agency FY 2019-2020 Budget.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval

BACKGROUND

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

Pursuant to Section IX of the Agreement, the Agency Board is required to approve an itemized annual budget which shall be presented to and subject to approval of the individual governing body of each Member. The Agency Board has approved the proposed FY 2019-2020 Budget on June 26, 2019, attached as Exhibit A, along with a copy of the Agency Resolution Approving the Sarpy County and Cities Wastewater Agency FY 2019-2020 Budget.

The FY 2019-2020 budget anticipates revenues from Sarpy County Donation \$200,000; Nebraska Clean Water State Revolving Loan Fund \$5,000,000 and Sewer Connection Fees \$3,000,000. Expenses will include continued Engineering, Legal, Financial Advisor and Consultant Services costs, reimbursable contributions to Sarpy County and Sewer Development Expenses.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY PROPOSED FY 2019-2020 BUDGET

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

WHEREAS, pursuant to Section IX of the Agreement, the Agency Board is required to approve an itemized annual budget which shall be presented to and subject to approval of the individual governing body of each Member; and

WHEREAS, pursuant to Section IX of the Agreement, the Agency Board has approved the proposed FY2019-2020 Budget, which was amended by the Agency Board at the Agency's Board Meeting on June 26, 2019; and

WHEREAS, the City Council deems it appropriate and advisable to approve the proposed FY2019-2020 Budget which has been approved by the Agency Board and is attached to this Resolution as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the City Council of La Vista, Nebraska that the proposed FY2019-2020 Budget is hereby approved.

PASSED AND APPROVED THIS 16TH DAY OF JULY, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Exhibit A

Sarpy County and Cities Wastewater Agency
07/01/2019 to 06/30/2020
Adopted Budget

	Actual 2018/19 Budget	Actual 2018/19 Budget	Adopted 2019/20 Budget
Beginning Cash Balance (FY2019/20 Carryover)	\$ -	\$ 83,493	\$ 248,312
RECEIPTS:			
Donation - Sarpy County	\$ 250,000	\$ 250,000	\$ -
Reimbursable Contribution - Sarpy County	\$ -	\$ 1,072,120	\$ 200,000
Nebraska Clean Water State Revolving Loan Fund - Loan Proceeds from NDEQ	\$ -	\$ -	\$ 5,000,000
Sewer Connection Fees	\$ -	\$ -	\$ 3,000,000
Total Receipts:	\$ 250,000	\$ 1,322,120	\$ 8,200,000
TOTAL RESOURCES AVAILABLE:	\$ 250,000	\$ 1,405,613	\$ 8,448,312
DISBURSEMENTS & TRANSFERS:			
Agency Operational Expenses:			
Reimbursement to Sarpy County for Reimbursable Contributions	\$ -	\$ -	\$ 1,272,120
Professional Services - Consultant Services - Development Plan Creation, General Agency Services	\$ -	\$ 11,130	\$ 14,110
Professional Services - Engineering Consultant Services - Regional Wastewater System	\$ 63,197	\$ 387,574	\$ 670,896
Professional Services - Legal Services - P3 Formation/Creation	\$ 50,409	\$ 158,787	\$ 341,214
Professional Services - Legal Services - General Agency Services	\$ 37,419	\$ 136,376	\$ 191,625
Professional Services - Financial Advisor - General Agency Services	\$ -	\$ 439,610	\$ 610,390
Project Costs - Title Insurance/Easements/Professional Services	\$ -	\$ -	\$ 2,200,000
Project Costs - Phase 1A Construction, Etc. Services & Expenses	\$ -	\$ -	\$ 67,100
Project Costs - Sewer Development Expenses	\$ -	\$ -	\$ 3,000,000
Insurance - Public Entity Management Liability	\$ 15,254	\$ 21,838	\$ 50,000
Accounting Software - QuickBooks	\$ 75	\$ 660	\$ 1,500
Postage	\$ -	\$ 6	\$ 1,500
Office Supplies - Copies, Paper, etc.	\$ -	\$ 21	\$ 2,000
Publications - Newspaper, Notices, etc.	\$ 133	\$ 43	\$ 7,500
Audit Fees	\$ -	\$ -	\$ 8,000
Miscellaneous - Fees & Supplies	\$ 20	\$ 1,257	\$ 10,358
Agency Operational Expenses Total:	\$ 166,507	\$ 1,157,301	\$ 8,448,312
TOTAL DISBURSEMENTS & TRANSFERS:	\$ 166,507	\$ 1,157,301	\$ 8,448,312
Ending Cash Balance - 06/30/20XX:	\$ 83,493	\$ 248,312	\$ -
Agency Budget Authority Amount:	\$ 250,000	\$ 1,405,613	\$ 8,448,312

2019/20 Budget Adopted by Agency Governing Body: 6/26/2019

2019/20 Budget Adopted by Sarpy County Governing Body:

2019/20 Budget Adopted by Bellevue Governing Body:

2019/20 Budget Adopted by Gretna Governing Body:

2019/20 Budget Adopted by La Vista Governing Body:

2019/20 Budget Adopted by Papillion Governing Body:

2019/20 Budget Adopted by Springfield Governing Body:

2019/20 Budget Agency Budget Effective Date:

BOARD OF SARPY COUNTY AND CITIES WASTEWATER AGENCY

RESOLUTION APPROVING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY
FY2019-2020 BUDGET

WHEREAS, pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq., (hereinafter the “Act”), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into an agreement (as amended, “Agency Formation Agreement”) and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (hereinafter the “Agency”); and,

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

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

WHEREAS, the Agency Board discussed the proposed FY2019-2020 Budget and after discussion the Board deemed it advisable to approve the proposed FY2019-2020 Budget, attached hereto as Exhibit A, pursuant to Section IX of the Agency Formation Agreement to be presented to the governing body of each Agency Member.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD that the FY2019-2020 Budget is hereby approved and shall be presented to and subject to the approval of the individual governing body of each Agency Member; and,

NOW, THEREFORE, IT FURTHER BE RESOLVED BY THE AGENCY BOARD that the Agency Board Chairman is hereby authorized to execute, on behalf of the Agency Board, any and all documents associated with or in furtherance of the FY2019-2020 Budget.

The above Resolution was approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 26th day of June 2019.

Sarpy County and Cities Wastewater
Agency Board Chairman

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 16, 2019 AGENDA

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

SYNOPSIS

A resolution has been prepared approving the Jurisdiction and the Growth Management Plan for the Sarpy County and Cities Wastewater Agency.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval

BACKGROUND

The City of La Vista is a party to an agreement entered into pursuant to the Interlocal Cooperation Act set out in Neb. Rev. Stat. §13-801 et. Seq. by and between Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna (the “Members”), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”) in September 2017.

On June 26, 2019, the Agency Board approved Resolution 2019-004, a copy of which is attached hereto. The Agency approved and established the “Agency’s Jurisdiction” over the area identified as the “Service Area” on Exhibit A of the Agency Jurisdiction Resolution. In connection therewith, the Agency Board also reviewed and approved the Growth Management Plan (the “Growth Management Plan”) attached to the Agency Jurisdiction Resolution as Exhibit D, that prioritizes areas of land development and growth within the Agency’s Jurisdiction and that serves as a necessary step in the development of the Master Plan.

The Growth Management Plan does not supersede member’s planning approval jurisdiction, but member recognizes that any future development and related sewer service expansion within the Agency’s Jurisdiction shall be consistent with the Growth Management Plan and its implementing policies and procedures adopted by the Agency Board from time to time, and agrees to submit the Growth Management Plan to its planning and zoning board for review and incorporation into its comprehensive development and land use plan or similar instrument.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY'S JURISDICTION AND GROWTH MANAGEMENT PLAN

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

WHEREAS, the Agency Board, at their June 26, 2019 meeting, approved Resolution 2019-004 establishing the Agency's jurisdiction over the Service Area and approving the Growth Management Plan, which serves as a necessary step in the development of the Master Plan; and

WHEREAS, the City Council deems it appropriate and advisable to approve the Jurisdiction and Growth Management Plan as approved by the Agency Board;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of La Vista, Nebraska that the Jurisdiction of and Growth Management Plan for the Sarpy County and Cities Wastewater Agency, as approved by the Agency Board on June 26, 2019, are hereby approved.

PASSED AND APPROVED THIS 16TH DAY OF JULY, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

BOARD OF SARPY COUNTY AND CITIES WASTEWATER AGENCY

AMENDED RESOLUTION ESTABLISHING THE JURISDICTION OF, AND APPROVING THE GROWTH MANAGEMENT PLAN FOR, THE SARPY COUNTY AND CITIES WASTEWATER AGENCY, AND APPROVING SEPARATE INTERLOCAL AGREEMENTS WITH THE CITIES OF GRETNA AND SPRINGFIELD

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

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

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

WHEREAS, pursuant to Sections V(A)(11) and VII of the Formation Interlocal, the Agency, with the approval of the Agency Board and the affected Agency Member(s), has the power and authority to establish the area over which the Agency has sole jurisdiction to authorize, design, construct, and control the Unified SSWS to the exclusion of all other sewer systems (the “Agency’s Jurisdiction”);

WHEREAS, pursuant to Section VII(A) of the Formation Interlocal, in no event, however, will the Agency have jurisdiction over each Member’s individual corporate limits, extra-territorial zoning jurisdiction, designated wastewater service area, or areas that lie within a Member’s “area of future growth and development” under maps adopted under the County Industrial Sewer Construction Act unless the individual governing body of each Member having any jurisdiction within such areas approves of such areas being within the Agency’s Jurisdiction;

WHEREAS, pursuant to Section VII(D) of the Formation Interlocal, however, any wastewater treatment facilities, sewer systems, sewer lines, or related appurtenances constructed or approved by an individual Member’s governing body prior to the establishment of the Agency’s Jurisdiction which subsequently fall within the area of the Agency’s Jurisdiction (hereinafter, an “Existing Sewer System”), shall not be subject to the Agency’s Jurisdiction so long as no connection to an Agency sewer system is proposed; however, in the event a Member seeks to connect its Existing Sewer System to the Unified SSWS, such connection may be permitted subject to Agency engineering review and approval, conformity with all applicable rules and regulations, including the Master Plan, payment of all applicable connection fees, and an approved wastewater service and connection agreement with the Agency;

WHEREAS, the Agency Board has reviewed the map attached hereto as **Exhibit A** depicting the “Service Area” that is proposed to represent the Agency’s Jurisdiction, within which each of Sarpy County, Papillion, Gretna and Springfield currently owns, operates, maintains, designs, constructs, extends, and collects revenue from (collectively, “Operation”) its

own Existing Sewer System within the areas also depicted on Exhibit A as the “Sarpy Service Area” (the “Sarpy Sewer Service Area”), the “Papillion Service Area” (the “Papillion Sewer Service Area”), the “South Gretna Buffalo Creek Service Area” (the “Gretna Sewer Service Area”) and the “Springfield Creek Basin Service Area” (the “Springfield Sewer Service Area”), respectively;

WHEREAS, pursuant to Sections VII(A), VII(B) and VII(D) of the Formation Interlocal, the Agency Board deems it appropriate and advisable to approve the establishment of the Agency’s Jurisdiction over the Gretna Sewer Service Area and the Springfield Sewer Service Area, subject to the Agency and Gretna subsequently entering into the Gretna Sewer Interlocal (as defined below) with respect to the Gretna Sewer Service Area, and the Agency and Springfield subsequently entering into the Springfield Sewer Interlocal (as defined below) with respect to the Springfield Sewer Service Area;

WHEREAS, pursuant to Sections VII(A), VII(B) and VII(D) of the Formation Interlocal, the Agency Board also deems it appropriate and advisable to approve the establishment of the Agency’s Jurisdiction over the Sarpy Sewer Service Area and the Papillion Sewer Service Area, but only at such time when the Existing Sewer Systems in said areas are connected to and incorporated into the Unified SSWS pursuant to Section VII(D) of the Formation Interlocal;

WHEREAS, the Agency Board discussed the proposed Interlocal Agreement for the Operation of the Gretna Sewer System Located in the Agency’s Jurisdiction and to provide for Gretna’s continued Operation of its Existing Sewer System in the Gretna Sewer Service Area that is partially located within the Agency’s Jurisdiction, but only until such Existing Sewer System is connected to and incorporated into the Unified SSWS pursuant to Section VII(D) of the Formation Interlocal, as attached hereto as **Exhibit B** (the “Gretna Sewer Interlocal”), and after discussion the Agency Board has deemed it appropriate, necessary, convenient and advisable to approve the execution of the Gretna Sewer Interlocal;

WHEREAS, the Agency Board also discussed the proposed Interlocal Agreement for the Operation of the Springfield Sewer System Located in the Agency’s Jurisdiction and to provide for Springfield’s continued Operation of its Existing Sewer System in the Springfield Sewer Service Area located within the Agency’s Jurisdiction, but only until such Existing Sewer System is connected to and incorporated into the Unified SSWS pursuant to Section VII(D) of the Formation Interlocal, as attached hereto as **Exhibit C** (the “Springfield Sewer Interlocal”), and after discussion the Agency Board has deemed it appropriate, necessary, convenient and advisable to approve the execution of the Springfield Sewer Interlocal;

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

WHEREAS, in connection therewith, the Agency Board has also reviewed a proposed Growth Management Plan (the “Growth Management Plan”) that prioritizes areas of land development and growth within the Agency’s Jurisdiction and that serves as a necessary step in the development of the Master Plan;

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

WHEREAS, the Agency Board deems it appropriate and advisable to approve the Growth Management Plan in the form of **Exhibit D** attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD, that the Agency's Jurisdiction is hereby approved and established over the "Service Area" identified on **Exhibit A** attached hereto; provided, however, in accordance with Section VII(A) of the Formation Interlocal, the Agency's Jurisdiction shall not extend to such areas within each Member's jurisdiction unless the governing body of such Member approves such area as being within and subject to the Agency's Jurisdiction; provided, further, that the Agency's Jurisdiction shall include only those areas within the jurisdictions of such Members whose governing bodies approve the inclusion of such areas to be located within the Agency's Jurisdiction; provided, further, that the inclusion of the Gretna Sewer Service Area within the Agency's Jurisdiction is conditioned upon, within 30 days after the date hereof, the Agency and Gretna entering into the Gretna Sewer Interlocal; provided, further, that the inclusion of the Springfield Sewer Service Area within the Agency's Jurisdiction is conditioned upon, within 30 days after the date hereof, the Agency and Springfield entering into the Springfield Sewer Interlocal;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD, upon approval by the governing bodies of the Members in accordance with this Resolution and Sections VII(B) and VII(D) of the Formation Interlocal, the Agency shall have sole jurisdiction within the area of each such approving Member's jurisdiction to authorize, design, and construct the Unified SSWS to the exclusion of all other sewer systems, unless such other sewer system(s) are otherwise allowed by written agreement of the Agency and as otherwise provided in the Gretna Sewer Interlocal and/or in the Springfield Sewer Interlocal, and any sewer systems constructed or approved by a Member prior to the establishment of the Agency's Jurisdiction which subsequently fall within the area of the Agency's Jurisdiction shall not be subject to the Agency's Jurisdiction so long as no connection to an Agency sewer system is proposed; provided, however, in the event a Member seeks to connect its Existing Sewer System to the Unified SSWS, such connection may be permitted, subject to (a) Agency engineering review and approval, (b) conformity with all applicable rules and regulations, including the Master Plan and Growth Management Plan, (c) payment of all applicable connection fees, and (d) an approved wastewater service and connection agreement with the Agency;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD, that to the extent that any governing bodies of any Members do not approve the establishment of the Agency's Jurisdiction in accordance with this Resolution, the areas within such Members' jurisdictions shall not be included within the Agency's Jurisdiction, and any future inclusion of

such areas within the Agency's Jurisdiction shall be subject to the Agency's prior written approval and governed by the Agency's policies and procedures then in effect including, but not limited to, the Growth Management Plan;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT the attached Gretna Sewer Interlocal is hereby approved and shall be presented to and subject to the approval of the individual governing body of Gretna;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT the Chairman of the Agency Board is hereby authorized to execute on behalf of the Agency Board the Gretna Sewer Interlocal;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT the attached Springfield Sewer Interlocal is hereby approved and shall be presented to and subject to the approval of the individual governing body of Springfield;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT the Chairman of the Agency Board is hereby authorized to execute on behalf of the Agency Board the Springfield Sewer Interlocal;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT the Growth Management Plan attached hereto as **Exhibit D** is hereby adopted and approved; and

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT the Growth Management Plan does not supersede each Member's planning approval jurisdiction, but each Member (a) recognizes that any future development and related sewer service expansion within the Agency's Jurisdiction shall be consistent with the Growth Management Plan and its implementing policies and procedures adopted by the Agency Board from time to time, and (b) agrees to submit the Growth Management Plan to its governing body and planning and zoning board (or related body) for review and incorporation into its comprehensive development and land use plan or similar instrument.

The above Resolutions were approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 26th day of June, 2019.

Sarpy County and Cities Wastewater
Agency Board Chairman

EXHIBIT A

**Agency's Jurisdiction, Sarpy Sewer Service Area, Papillion Sewer Service Area, Gretna
Sewer Service Area, and Springfield Sewer Service Area**

[Map Attached]

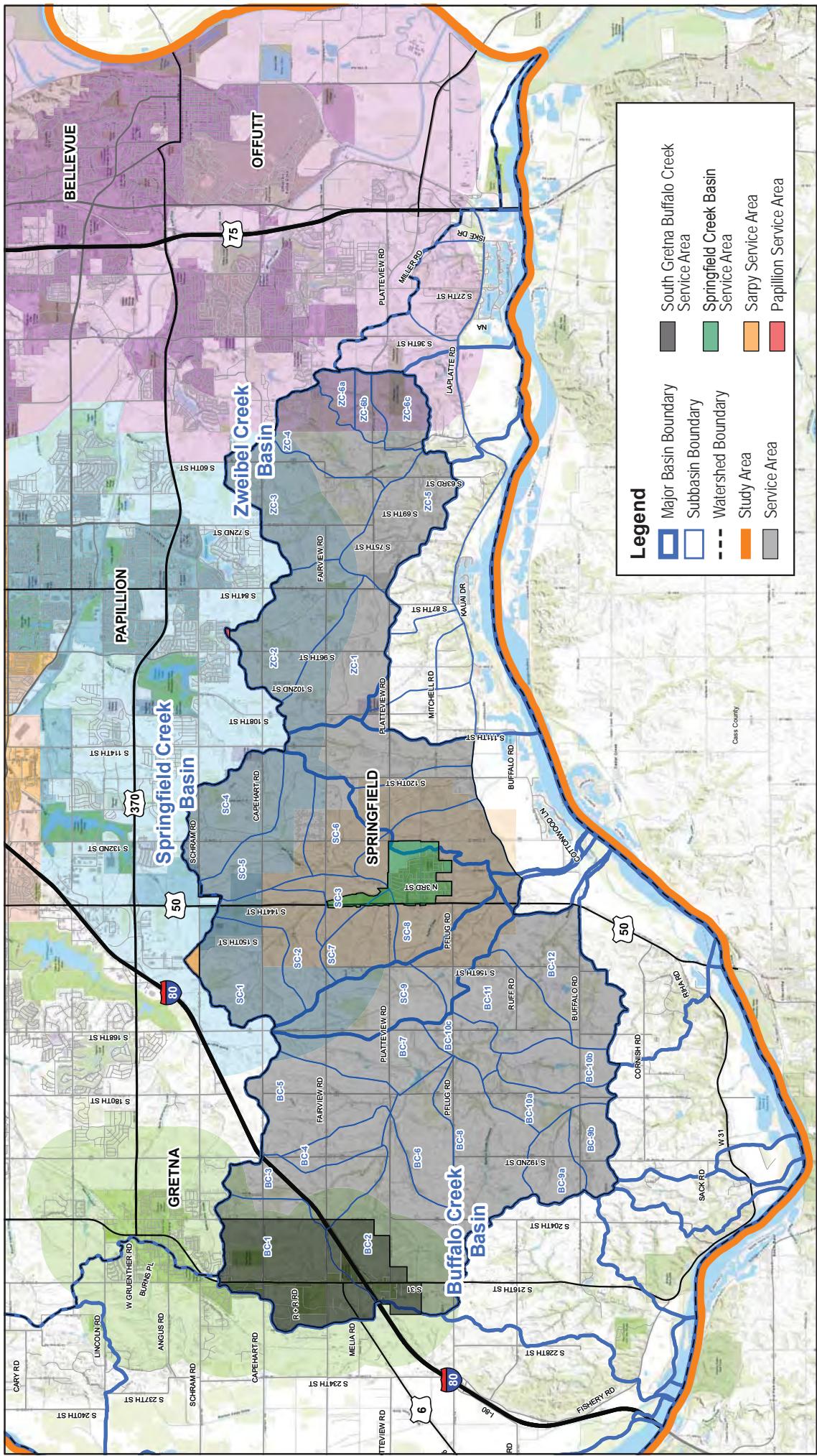


EXHIBIT A

Sarpy County and Cities Wastewater Agency
Resolution 2019-004

2

Service Area
FIGURE
DATE

EXHIBIT B

Gretna Sewer Interlocal

[Attached]

INTERLOCAL AGREEMENT FOR THE OPERATION OF THE GRETNNA SEWER SYSTEM LOCATED IN THE AGENCY'S JURISDICTION

THIS INTERLOCAL AGREEMENT FOR THE OPERATION OF THE GRETNNA SEWER SYSTEM LOCATED IN THE AGENCY'S JURISDICTION ("Agreement") is made by and between the Sarpy County and Cities Wastewater Agency (the "Agency") and the City of Gretna, Nebraska ("Gretna"). Capitalized terms used herein shall have the same meaning as defined in the Formation Interlocal (as defined below), unless otherwise specified herein.

WHEREAS, the County and the Cities are political subdivisions, duly created and validly existing under the laws of the State of Nebraska;

WHEREAS, the Agency was created as a separate body corporate and politic by the County and the Cities pursuant to that certain Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency dated September 19, 2017 (as amended, the "Formation Interlocal"), by the authority granted under the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. 13-801, *et seq.* (the "Act");

WHEREAS, pursuant to Sections V(A)(11) and VII of the Formation Interlocal, the Agency, with the approval of the Agency Board and the affected Agency Member(s), has the power and authority to establish the area over which the Agency has sole jurisdiction to authorize, design, construct, and control the Unified SSWS to the exclusion of all other sewer systems (the "Agency's Jurisdiction");

WHEREAS, pursuant to Section VII(A) of the Formation Interlocal, in no event, however, will the Agency have jurisdiction over each Member's individual corporate limits, extra-territorial zoning jurisdiction, designated wastewater service area, or areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act unless the individual governing body of each Member having any jurisdiction within such areas approves of such areas being within the Agency's Jurisdiction;

WHEREAS, pursuant to Section VII(D) of the Formation Interlocal, however, any wastewater treatment facilities, sewer systems, sewer lines, or related appurtenances constructed or approved by an individual Member's governing body prior to the establishment of the Agency's Jurisdiction which subsequently fall within the area of the Agency's Jurisdiction (hereinafter, an "Existing Sewer System"), shall not be subject to the Agency's Jurisdiction so long as no connection to an Agency sewer system is proposed; however, in the event a Member seeks to connect its Existing Sewer System to the Unified SSWS, such connection may be permitted subject to Agency engineering review and approval, conformity with all applicable rules and regulations, including the Master Plan, payment of all applicable connection fees, and an approved wastewater service and connection agreement with the Agency;

WHEREAS, pursuant to Agency Resolution No. 2019-004, the Agency approved and established the Agency's Jurisdiction over the area depicted as the "Service Area" on the map attached hereto as **Exhibit A**, subject to (a) the subsequent approvals of the Members having jurisdiction within such area, (b) the terms of this Agreement, and (c) the terms of the Springfield Sewer Interlocal (as defined in said Resolution);

WHEREAS, Gretna currently owns, operates, maintains, designs, constructs, extends, and collects revenue from its own Existing Sewer System (the “Gretna Sewer System”) located in the area depicted as the “South Gretna Buffalo Creek Service Area” on the map attached hereto as **Exhibit A** (the “Gretna Sewer Service Area”);

WHEREAS, the Gretna Sewer Service Area lies within a portion of the proposed Agency’s Jurisdiction;

WHEREAS, pursuant to the terms of Gretna’s state revolving loan agreement with the Nebraska Department of Environmental Quality (“NDEQ”), Gretna is unable to sell, convey or otherwise contribute any portion of the Gretna Sewer System to the Agency, unless and until Gretna repays such loan in full or repays a portion of said loan and obtains a partial release from NDEQ as to portions of the Gretna Sewer System that will be incorporated into the Unified SSWS;

WHEREAS, the Agency currently has no sewer service infrastructure that serves the Gretna Sewer Service Area and such Agency sewer service infrastructure may not exist or be available for many years into the future;

WHEREAS, subject to the terms of this Agreement, Gretna agrees to acknowledge and approve the proposed Agency’s Jurisdiction, and the Agency agrees that Gretna shall continue to own, operate, maintain, design, construct, extend, and collect revenue from (collectively, “Operate” or “Operating”) the Gretna Sewer System within the Gretna Sewer Service Area until such time as the Gretna Sewer System connects to and is incorporated into the Unified SSWS; and

WHEREAS, the parties hereto have determined that it is in their respective best interests to enter into this Agreement.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **Acknowledgement of the Agency’s Jurisdiction**. Except to the extent set forth in Section 2 below, in accordance with Section VII(A) of the Formation Interlocal, Gretna hereby agrees to approve and acknowledge the Agency’s Jurisdiction over the areas depicted on **Exhibit A** attached hereto. Gretna agrees not to oppose any effort by the Agency to establish the Agency’s Jurisdiction over the areas shown on Exhibit A attached hereto in accordance with the terms of the Formation Interlocal including, but not limited to, Section VII(A) thereof.

2. **Acknowledgement of Gretna’s Sewer Service Area**. Upon the establishment of the Agency’s Jurisdiction pursuant to Section VII(A) of the Formation Interlocal, and in accordance with Sections VII(B) and VII(D) of the Formation Interlocal, the parties acknowledge and agree that:

a) Gretna shall Operate the Gretna Sewer System located within the Gretna Sewer Service Area, notwithstanding that portions of such system are located within the Agency’s Jurisdiction.

b) The Gretna Sewer System will not be incorporated into the Unified SSWS except (i) in accordance with Sections VII(A) and VII(D) of the Formation Interlocal, and (ii) pursuant to the terms of a separate written agreement that must be entered into by Gretna and the Agency setting forth the manner in which the portion of the Gretna Sewer System will be incorporated into the Unified SSWS. Said separate written agreement is expected to incorporate, along with such other matters that may be agreed to by the parties, the following provisions:

- i. so long as Gretna has been a Member of the Agency from Agency inception until the time the Gretna Sewer System is connected to the Unified SSWS, Gretna shall pay no fees, costs, charges, or connection charges of any kind to the Agency in order for the Gretna Sewer System to be incorporated into the Unified SSWS but only to the extent the non-payment of such fees, costs, charges, or connection charges is consistent with applicable Agency policies then in effect and the other Members of the Agency are likewise not obligated to pay similar fees, costs, charges, or connection charges in order to connect their respective sewer systems into the Unified SSWS;
- ii. that Gretna shall pay in full all outstanding debt, including any NDEQ state revolving fund debt, applicable to the portion of the Gretna Sewer Service Area connected to the Unified SSWS and obtain releases of any liens securing such debt;
- iii. the Agency and Gretna shall have agreed on the acquisition by the Agency of certain Gretna Sewer System assets owned by Gretna in the Gretna Sewer Service Area;
- iv. from and after the date the Agency provides service to the Gretna Sewer Service Area, the Agency will collect the connection fees and Gretna will pay the Agency a wholesale rate for sewer service provided by the Agency in such portions of the Gretna Sewer Service Area located in the Agency's Jurisdiction;
- v. Gretna is expected to conduct the retail/customer billing for retail customers in the Gretna Sewer Service Area;
- vi. Gretna will continue to Operate the non-trunk line components of the Gretna Sewer System in the Gretna Sewer Service Area; and
- vii. the manner and method of collection and payment of usage and connection fees.

c) Until Gretna and the Agency enter into such written agreement and the Gretna Sewer System is connected to the Unified SSWS, Gretna shall be solely responsible for Operating the Gretna Sewer System, and shall be entitled to receive all connection and usage fees and other revenues generated from the Gretna Sewer System.

d) In the event that the Agency dissolves in accordance with the Formation Interlocal or pursuant to applicable Nebraska law, as of the effective date of such dissolution, this Agreement shall automatically terminate and be of no further force and effect.

3. **Gretna Maintenance Obligations and Legal Compliance.** So long as the Gretna Sewer System is located within the Agency's Jurisdiction, Gretna shall operate, keep and maintain all portions of the Gretna Sewer System, including the plant(s), lift and collection system(s), force mains, pipes, trunks, conveyance lines and all other improvements, equipment, systems and appurtenances incidental thereto, (a) in good working condition and repair, and (b) in compliance with all applicable state, federal, and local laws, rules and regulations and promptly pay and discharge any and all related permitting fees, costs and related expenses including, but not limited to, any fines and penalties assessed by applicable governmental authorities, and all debt service and other financial obligations applicable to the Gretna Sewer System.

4. **Interlocal Cooperation Act.** This Agreement is entered into between the parties pursuant to the Act. The parties agree:

- a) This Agreement does not establish any separate legal or administrative entity.
- b) Once this Agreement becomes effective as set forth in Section 6 below, this Agreement shall continue in full force and effect until either a separate written agreement is entered into by Gretna and the Agency pursuant to Section 2 above or until both the Agency and Gretna agree in writing otherwise; provided, however, the parties may not terminate this Agreement to the extent prohibited pursuant to any future agreement(s) with an operator of the Unified SSWS and/or any third-party lender or financier for the construction, operation, maintenance and financing of the Unified SSWS.
- c) The purpose hereof is to allow the parties to recognize the Agency's Jurisdiction without impairing Gretna's ability to Operate the Gretna Sewer System where the Gretna Sewer Service Area overlaps the Agency's Jurisdiction until such time (i) as the Unified SSWS serves the Gretna Sewer Service Area, and (ii) there is a separate written agreement between Gretna and the Agency setting forth the manner in which the portion of the Gretna Sewer System which is located in the Agency's Jurisdiction will be incorporated into the Unified SSWS.
- d) No separate financing is necessary for the implementation of this Agreement.
- e) Termination of this Agreement other than as herein expressly provided for and any modification of the terms hereof shall require the mutual agreement of the parties as evidenced by formal resolution of their respective governing bodies or by written agreement of their respective designees as appointed by formal resolution.

f) Any cooperative effort that is needed will be administered by the respective designees of each party. There will be no need for the parties to jointly acquire, hold, and dispose of any real or personal property pursuant to this Agreement.

5. **Cooperation.** The parties agree to execute and deliver all documents, provide all information, and take or forebear from such action as may be necessary or appropriate to achieve the purposes of this Agreement, and the parties hereto shall further perform the applicable provisions of this Agreement in good faith and with due diligence and in cooperation with the other party. The parties shall refrain from taking any action that is inconsistent with the terms hereof.

6. **Effective Date.** This Agreement shall not be effective before the occurrence of the latter of the separate approving actions by Gretna's governing body are taken, which approvals shall include all actions of Gretna prior to such date taken in reliance upon and in accordance with the terms of this Agreement, and Gretna shall furnish to the Agency a certified copy of the resolution of its governing body. This Agreement shall be in full force and effect as of the date of execution hereof by the last of the parties hereto and shall continue until terminated by mutual agreement of the parties hereto.

7. **Miscellaneous.** This Agreement may be modified only by written amendment, duly executed by authorized representatives of the parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof except as provided herein. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the parties hereto and extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

This Agreement by the parties hereto is expressed by the approval in open meeting by the Agency and Gretna, and the following execution by their respective authorized representatives.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the Sarpy County and Cities Wastewater Agency this 26th day of June, 2019.

SARPY COUNTY AND CITIES
WASTEWATER AGENCY,
A Political Subdivision

By _____
Chairperson, Agency Board

ATTEST:

Lisa A. Haine
Secretary, Agency Board

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the City of Gretna this _____ day of _____, 2019.

ATTEST:

CITY OF GRETNNA, a Nebraska
Municipal Corporation

Tammy L. Tisdall, City Clerk, CMC

James W. Timmerman, Mayor

CITY SEAL

EXHIBIT A TO GRETNNA SEWER INTERLOCAL AGREEMENT

Agency's Jurisdiction and Gretna's Sewer Service Area

[Attached]

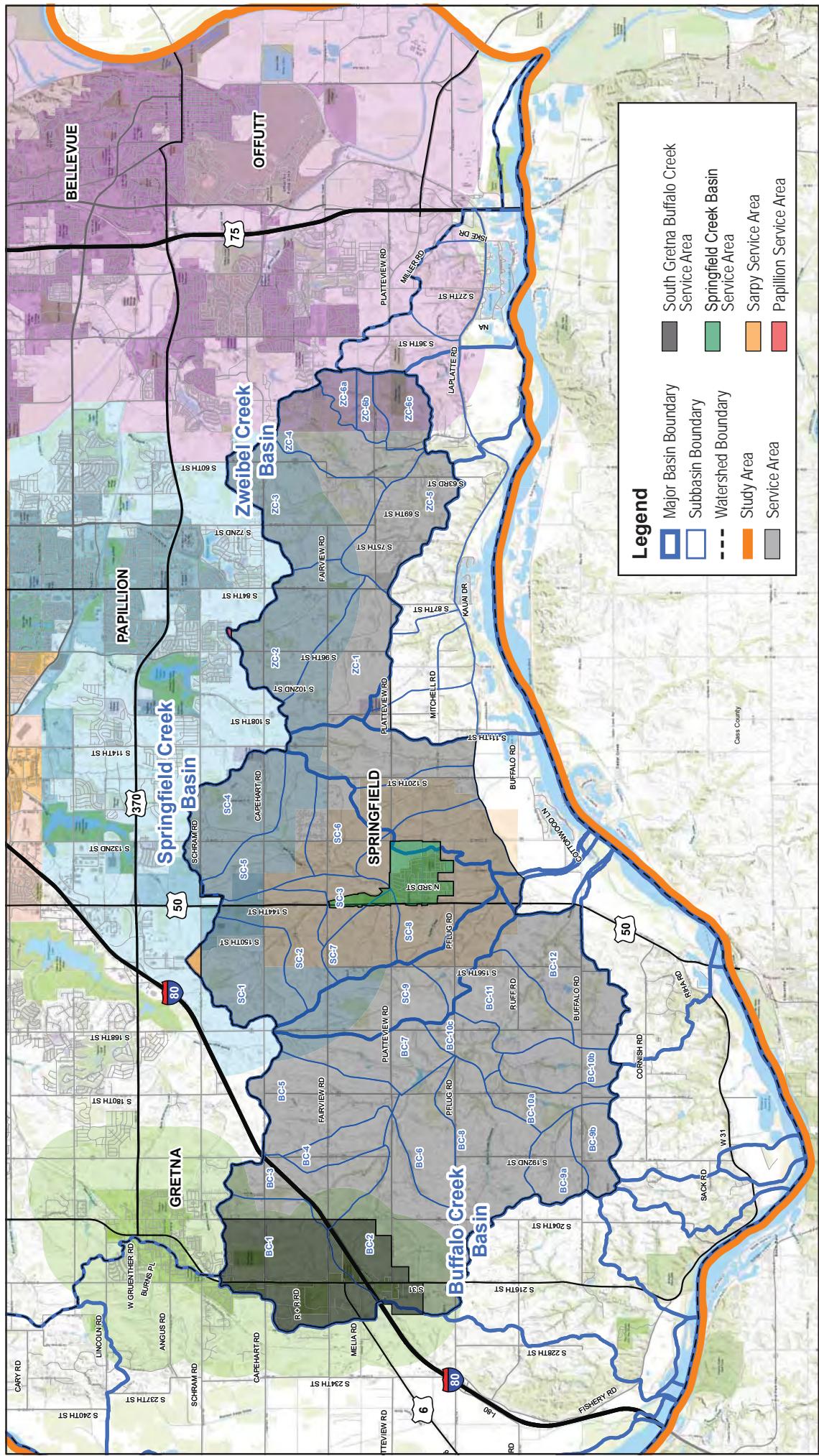


EXHIBIT A

Gretna Sewer Interlocal

Gretna Sewer Interlocal

2



June 2019

EXHIBIT C

Springfield Sewer Interlocal

[Attached]

INTERLOCAL AGREEMENT FOR THE OPERATION OF THE SPRINGFIELD SEWER SYSTEM LOCATED IN THE AGENCY'S JURISDICTION

THIS INTERLOCAL AGREEMENT FOR THE OPERATION OF THE SPRINGFIELD SEWER SYSTEM LOCATED IN THE AGENCY'S JURISDICTION ("Agreement") is made by and between the Sarpy County and Cities Wastewater Agency (the "Agency") and the City of Springfield, Nebraska ("Springfield"). Capitalized terms used herein shall have the same meaning as defined in the Formation Interlocal (as defined below), unless otherwise specified herein.

WHEREAS, the County and the Cities are political subdivisions, duly created and validly existing under the laws of the State of Nebraska;

WHEREAS, the Agency was created as a separate body corporate and politic by the County and the Cities pursuant to that certain Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency dated September 19, 2017 (as amended, the "Formation Interlocal"), by the authority granted under the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. 13-801, *et seq.* (the "Act");

WHEREAS, pursuant to Sections V(A)(11) and VII of the Formation Interlocal, the Agency, with the approval of the Agency Board and the affected Agency Member(s), has the power and authority to establish the area over which the Agency has sole jurisdiction to authorize, design, construct, and control the Unified SSWS to the exclusion of all other sewer systems (the "Agency's Jurisdiction");

WHEREAS, pursuant to Section VII(A) of the Formation Interlocal, in no event, however, will the Agency have jurisdiction over each Member's individual corporate limits, extra-territorial zoning jurisdiction, designated wastewater service area, or areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act unless the individual governing body of each Member having any jurisdiction within such areas approves of such areas being within the Agency's Jurisdiction;

WHEREAS, pursuant to Section VII(D) of the Formation Interlocal, however, any wastewater treatment facilities, sewer systems, sewer lines, or related appurtenances constructed or approved by an individual Member's governing body prior to the establishment of the Agency's Jurisdiction which subsequently fall within the area of the Agency's Jurisdiction (hereinafter, an "Existing Sewer System"), shall not be subject to the Agency's Jurisdiction so long as no connection to an Agency sewer system is proposed; however, in the event a Member seeks to connect its Existing Sewer System to the Unified SSWS, such connection may be permitted subject to Agency engineering review and approval, conformity with all applicable rules and regulations, including the Master Plan, payment of all applicable connection fees, and an approved wastewater service and connection agreement with the Agency;

WHEREAS, pursuant to Agency Resolution No. 2019-004, the Agency approved and established the Agency's Jurisdiction over the area depicted as the "Service Area" on the map attached hereto as **Exhibit A**, subject to (a) the subsequent approvals of the Members having

jurisdiction within such area, (b) the terms of this Agreement, and (c) the terms of the Gretna Sewer Interlocal (as defined in said Resolution);

WHEREAS, Springfield currently owns, operates, maintains, designs, constructs, extends and collects revenue from its own Existing Sewer System (the “Springfield Sewer System”) located in the area depicted as the “Springfield Creek Basin Service Area” on the map attached hereto as **Exhibit A** (the “Springfield Sewer Service Area”);

WHEREAS, the Springfield Sewer Service Area lies within a portion of the proposed Agency’s Jurisdiction;

WHEREAS, the Agency currently has no sewer service infrastructure that serves the Springfield Sewer Service Area;

WHEREAS, subject to the terms of this Agreement, Springfield agrees to acknowledge and approve the proposed Agency’s Jurisdiction, and the Agency agrees that Springfield shall continue to own, operate, maintain, design, construct, extend and collect revenue from (collectively, “Operate” or “Operating”) the Springfield Sewer System within the Springfield Sewer Service Area until such time as the Springfield Sewer System connects to and is incorporated into the Unified SSWS; and

WHEREAS, the parties hereto have determined that it is in their respective best interests to enter into this Agreement.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **Acknowledgement of the Agency’s Jurisdiction**. Except to the extent set forth in Section 2 below, in accordance with Section VII(A) of the Formation Interlocal, Springfield hereby agrees to approve and acknowledge the Agency’s Jurisdiction over the areas depicted on **Exhibit A** attached hereto. Springfield agrees not to oppose any effort by the Agency to establish the Agency’s Jurisdiction over the areas shown on Exhibit A attached hereto in accordance with the terms of the Formation Interlocal including, but not limited to, Section VII(A) thereof.

2. **Acknowledgement of Springfield’s Sewer Service Area**. Upon the establishment of the Agency’s Jurisdiction pursuant to Section VII(A) of the Formation Interlocal, and in accordance with Sections VII(B) and VII(D) of the Formation Interlocal, the parties acknowledge and agree that:

a) Springfield shall Operate the Springfield Sewer System located within the Springfield Sewer Service Area, notwithstanding that such system is located within the Agency’s Jurisdiction.

b) The Springfield Sewer System will not be incorporated into the Unified SSWS except (i) in accordance with Sections VII(A) and VII(D) of the Formation Interlocal, and (ii) pursuant to the terms of a separate written agreement that must be entered into by Springfield and the Agency setting forth the manner in which the Springfield Sewer System will be incorporated into the Unified SSWS. Said separate

written agreement is expected to incorporate, along with such other matters that may be agreed to by the parties, the following provisions:

- i. so long as Springfield has been a Member of the Agency from Agency inception until the time the Springfield Sewer System is connected to the Unified SSWS, Springfield shall pay no fees, costs, charges, or connection charges of any kind to the Agency in order for such portion of Springfield's Sewer System to be incorporated into the Unified SSWS but only to the extent the non-payment of such fees, costs, charges, or connection charges is consistent with applicable Agency policies then in effect and the other Members of the Agency are likewise not obligated to pay similar fees, costs, charges, or connection charges in order to connect their respective sewer systems into the Unified SSWS;
- ii. the Agency and Springfield shall have agreed on the acquisition by the Agency of certain Springfield Sewer System assets owned by Springfield in Springfield Sewer Service Area;
- iii. from and after the date the Agency provides service to the Springfield Sewer Service Area, the Agency will collect the connection fees and Springfield will pay the Agency a wholesale rate for sewer service provided by the Agency in the Springfield Sewer Service Area;
- iv. Springfield is expected to conduct the retail/customer billing for retail customers in the Springfield Sewer Service Area;
- v. Springfield will continue to Operate the non-trunk line components of the Springfield Sewer System in the Springfield Sewer Service Area; and
- vi. the manner and method of collection and payment of usage and connection fees.

c) Until Springfield and the Agency enter into such written agreement and the Springfield Sewer System is connected to the Unified SSWS, Springfield shall be (i) solely responsible for Operating the Springfield Sewer System, (ii) entitled to receive all connection and usage fees and other revenues generated from the Springfield Sewer System, and (iii) permitted to provide wastewater services to other developments immediately adjacent to the Springfield Sewer Service Area so long as (A) Springfield does not expand its current treatment plant capacity to serve such developments, and (B) such new developments occur in the manner consistent with the Growth Management Plan (as defined in Section 4 below).

d) In the event that the Agency dissolves in accordance with the Formation Interlocal or pursuant to applicable Nebraska law, as of the effective date of such dissolution, this Agreement shall automatically terminate and be of no further force and effect.

3. **Springfield Maintenance Obligations and Legal Compliance.** So long as the Springfield Sewer System is located within the Agency's Jurisdiction, Springfield shall operate, keep and maintain all portions of the Springfield Sewer System, including the plant(s), lift and collection system(s), force mains, pipes, trunks, conveyance lines and all other improvements, equipment, systems and appurtenances incidental thereto, (a) in good working condition and repair, and (b) in compliance with all applicable state, federal, and local laws, rules and regulations and promptly pay and discharge any and all related permitting fees, costs and related expenses including, but not limited to, any fines and penalties assessed by applicable governmental authorities, and all debt service and other financial obligations applicable to the Springfield Sewer System.

4. **Extended Service Area.** Springfield and the Agency are currently negotiating a new subdivision agreement ("Subdivision Agreement") with a developer for a new development ("Proposed Development") located within both Springfield's extra-territorial zoning jurisdiction and the Agency's Jurisdiction. The Proposed Development is currently located in the "URZ" growth zone, as defined in the Agency's Growth Management Plan adopted and approved by the Agency pursuant to Resolution No. 2019-004 ("Growth Management Plan"). Upon the effective date of the Subdivision Agreement, (a) the area designated as "UDZ by Agreement" on **Exhibit B** attached hereto shall be designated as part of the Urban Development Zone (UDZ) under the Growth Management Plan, and (b) at the next Agency Board meeting following the effective date of the Subdivision Agreement, the Agency Board shall adopt a resolution amending the Growth Management Plan to modify the UDZ to specifically include such area as part of the UDZ.

5. **Interlocal Cooperation Act.** This Agreement is entered into between the parties pursuant to the Act. The parties agree:

- a) This Agreement does not establish any separate legal or administrative entity.
- b) Once this Agreement becomes effective as set forth in Section 7 below, this Agreement shall continue in full force and effect until either a separate written agreement is entered into by Springfield and the Agency pursuant to Section 2 above or until both the Agency and Springfield agree in writing otherwise; provided, however, the parties may not terminate this Agreement to the extent prohibited pursuant to any future agreement(s) with an operator of the Unified SSWS and/or any third-party lender or financier for the construction, operation, maintenance and financing of the Unified SSWS.
- c) The purpose hereof is to allow the parties to recognize the Agency's Jurisdiction without impairing Springfield's ability to Operate the Springfield Sewer System in the Springfield Sewer Service Area until such time (i) as the Unified SSWS serves the Springfield Sewer Service Area and (ii) there is a separate written agreement between Springfield and the Agency setting forth the manner in which the portion of the Springfield Sewer System which is located in the Agency's Jurisdiction will be incorporated into the Unified SSWS.

d) No separate financing is necessary for the implementation of this Agreement.

e) Termination of this Agreement other than as herein expressly provided for and any modification of the terms hereof shall require the mutual agreement of the parties as evidenced by formal resolution of their respective governing bodies or by written agreement of their respective designees as appointed by formal resolution.

f) Any cooperative effort that is needed will be administered by the respective designees of each party. There will be no need for the parties to jointly acquire, hold, and dispose of any real or personal property pursuant to this Agreement.

6. **Cooperation.** The parties agree to execute and deliver all documents, provide all information, and take or forebear from such action as may be necessary or appropriate to achieve the purposes of this Agreement, and the parties hereto shall further perform the applicable provisions of this Agreement in good faith and with due diligence and in cooperation with the other party. The parties shall refrain from taking any action that is inconsistent with the terms hereof.

7. **Effective Date.** This Agreement shall be not be effective before the occurrence of the latter of the separate approving actions by Springfield's governing body are taken, which approvals shall include all actions of Springfield prior to such date taken in reliance upon and in accordance with the terms of this Agreement, and Springfield shall furnish to the Agency a certified copy of the resolution of its governing body. This Agreement shall be in full force and effect as of the date of execution hereof by the last of the parties hereto and shall continue until terminated by mutual agreement of the parties hereto.

8. **Miscellaneous.** This Agreement may be modified only by written amendment, duly executed by authorized representatives of the parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof except as provided herein. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the parties hereto and extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

This Agreement by the parties hereto is expressed by the approval in open meeting by the Agency and Springfield, and the following execution by their respective authorized representatives.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the Sarpy County and Cities Wastewater Agency this 26th day of June, 2019.

SARPY COUNTY AND CITIES
WASTEWATER AGENCY,
A Political Subdivision

By _____
Chairperson, Agency Board

ATTEST:

Lisa A. Haine
Secretary, Agency Board

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the City of Springfield this _____ day of _____, 2019.

ATTEST:

CITY OF SPRINGFIELD, a Nebraska
Municipal Corporation

Kathleen R. Gottsch, City Clerk, CMC

Robert Roseland, Mayor

CITY SEAL

EXHIBIT A

Agency's Jurisdiction and Springfield's Sewer Service Area

[Attached]

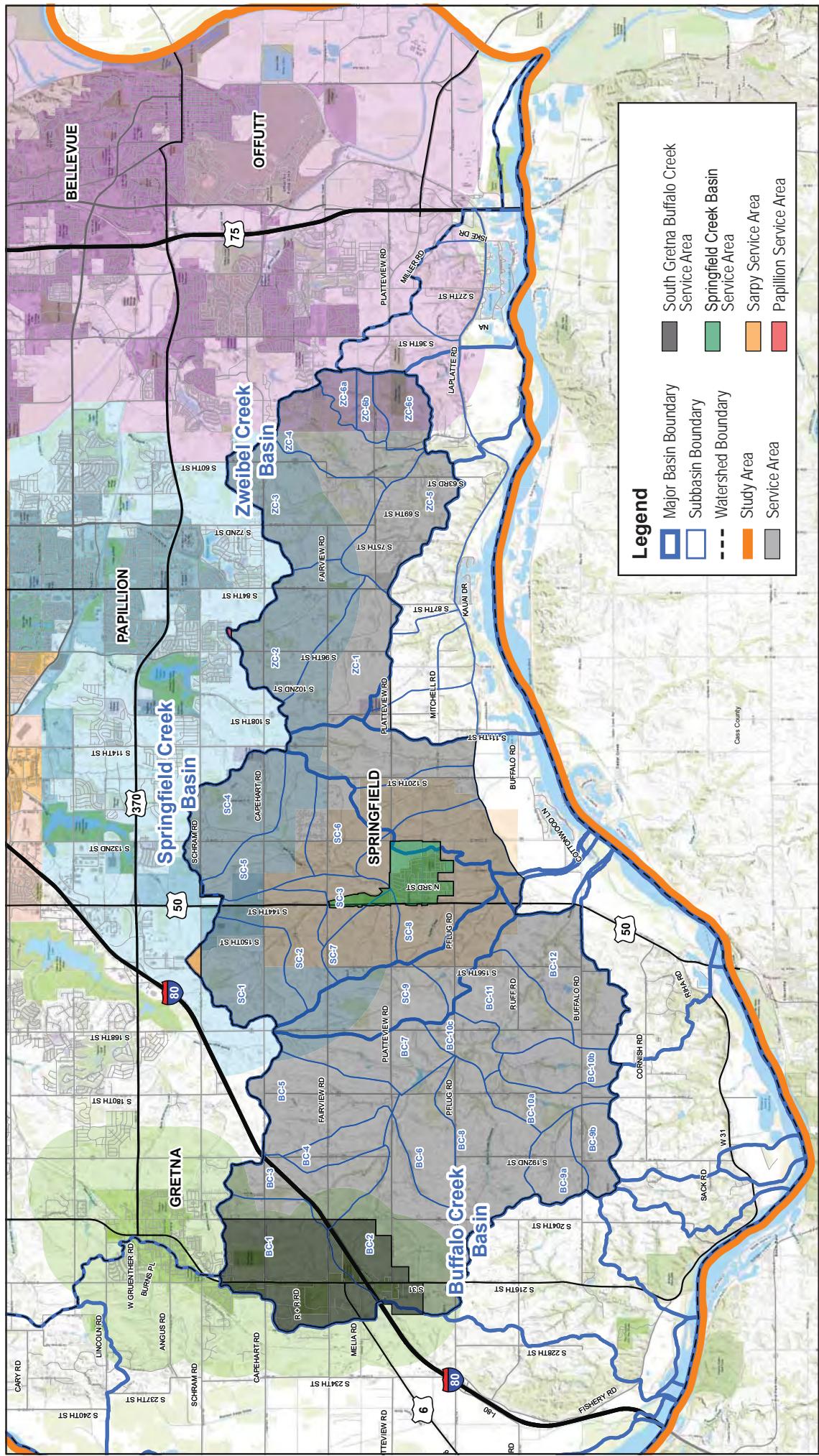


EXHIBIT A

Springfield Sewer Interlocal

23



June 2019

EXHIBIT B

UDZ by Agreement Area

[Attached]

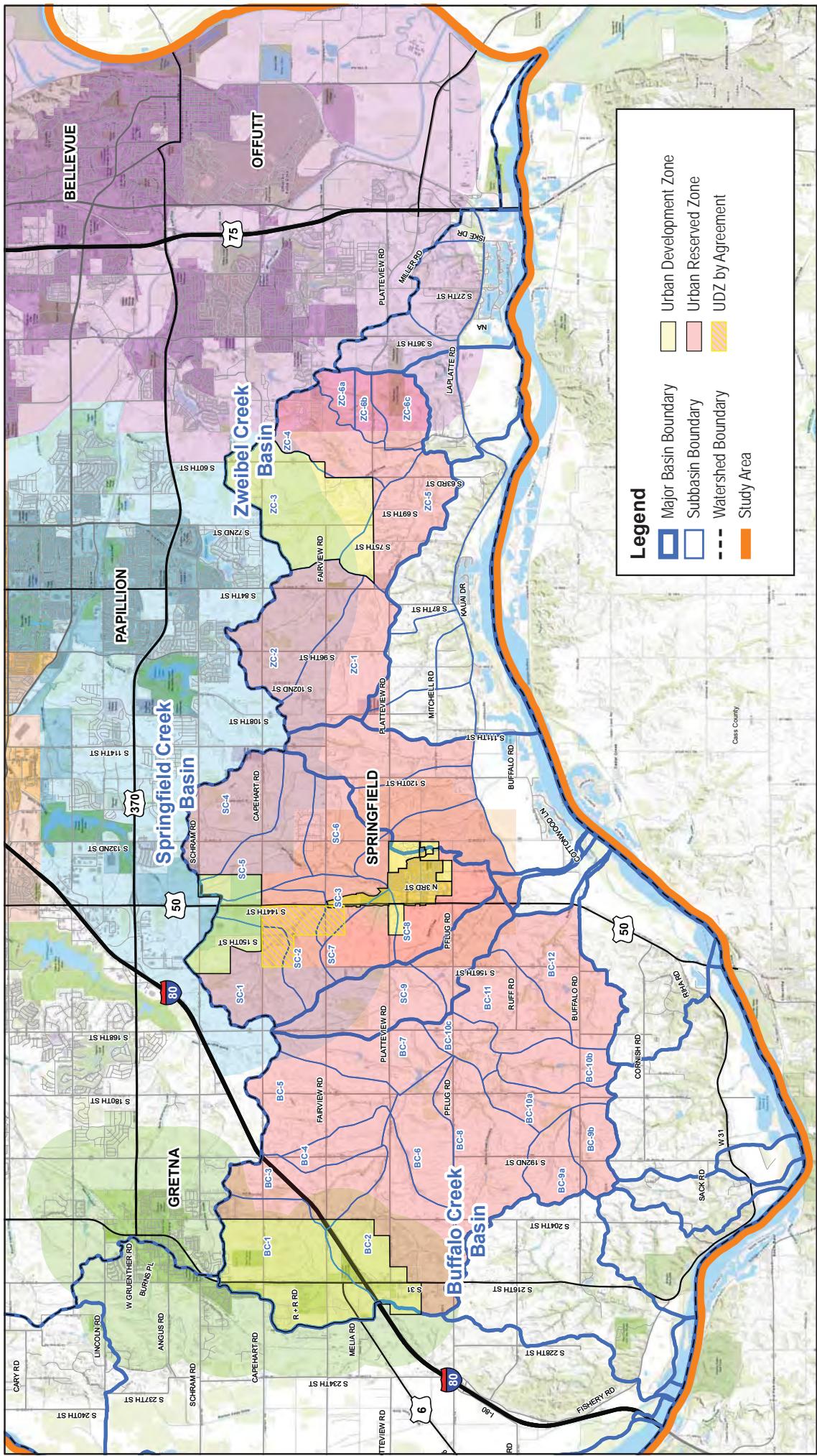


EXHIBIT B

Springfield Sewer Interlocal

June 2019

Urban Zoning

FIGURE

June 2019

Urban Zoning

FIGURE

EXHIBIT D

Growth Management Plan

[Attached]

Overview

This Growth Management Plan (the “Plan”) provides an overall framework for the suburban/ urban development of a portion of southern Sarpy County (the “County”) to be served by a unified sanitary sewer system owned and operated under the auspices of the Sarpy County and Cities Wastewater Agency (the “System”). The Plan identifies areas intended to be served by the System as well as growth zones intended to manage development in phases.

The Agency and its individual Members agree that the System’s design, phasing and operation are intended to achieve the following objectives:

- Enable future development while limiting it to areas that can be served by sanitary wastewater facilities and other necessary public infrastructure, facilities and services.
- Encourage economic development in the County through targeted public infrastructure development.
- Provide support for the Future Land Use plans and related infrastructure and service plans of each Agency Member.
- Consider market demand while providing predictability for private investment.
- Support projects that provide County-wide benefit.
- Reflect holistic public infrastructure, facility and service needs and impacts.
- Ensure that those who benefit from the System contribute to its development, operation and maintenance.

To achieve these objectives, the Agency and its Members intend to adopt this Plan and, separately, the policies and procedures required to implement it. The Agency may periodically update this Plan, the Growth Zones (as defined below) and the implementing policies and procedures.

Growth Management Area

The Service Area map (Figure 1) depicts the “Service Area” covered by the Growth Management Plan. Land within this area (the “Growth Management Area”) is intended to be developed to a suburban/urban density, defined as development that requires municipal water and sanitary sewer service. Land outside of the Growth Management Area and outside of the Papillion Creek Watershed is restricted to lower-density development that can be accommodated through individual or small-scale well and septic systems.

Growth Zones

The Growth Management Area comprises two “Growth Zones” that manage where and how new development occurs within the Growth Management Area: (1) the Urban Reserve Zone (“URZ”), which limits growth in areas not currently served with sanitary sewer and other public utilities but which can be served in the future; and (2) the Urban Development Zone (“UDZ”), which provides opportunity for immediate investment and development and which best supports urban and suburban-scale densities with corresponding infrastructure extensions.

The URZ's purpose is to ensure that sufficient land is available to accommodate projected demand for future urban development. Further, given the cost of the infrastructure needed to support such development, it is critical that enough land is reserved within the URZ to accommodate the density of development needed to pay for the sewers, streets, utilities and other infrastructure required to serve the new urban development. As urban scale infrastructure (sanitary sewer, roads, etc.) becomes available on the periphery of the URZ, the Agency should assess the phased transition of watersheds to the UDZ.

The Growth Zone map (Figure 2) depicts the boundaries of each Growth Zone. Boundary adjustments will be made in accordance with policies and procedures set forth by the Agency and will support the Agency's objective of ensuring any development occurring within the URZ is consistent with infrastructure development plans and availability within the UDZ. Criteria considered by the Agency in evaluating boundary adjustment requests to include portions of the URZ in the UDZ may include:

- Will the property in question be served by sanitary interceptor sewers and other infrastructure necessary to support urban-scale development?
- Can the property be served by industry-standard depth gravity flow to an existing municipal sanitary sewer line in the UDZ?
- Is there a factual error in the delineation of the URZ boundary?

If a boundary adjustment request meets one or more of the criteria set forth above, the Agency should consider adjusting the URZ boundary to incorporate the property in question into the UDZ and update the Growth Zone map accordingly.

This Growth Management Plan does not supersede each Member's planning approval jurisdiction.

FIGURE 1 TO GROWTH MANAGEMENT PLAN

[Attached]

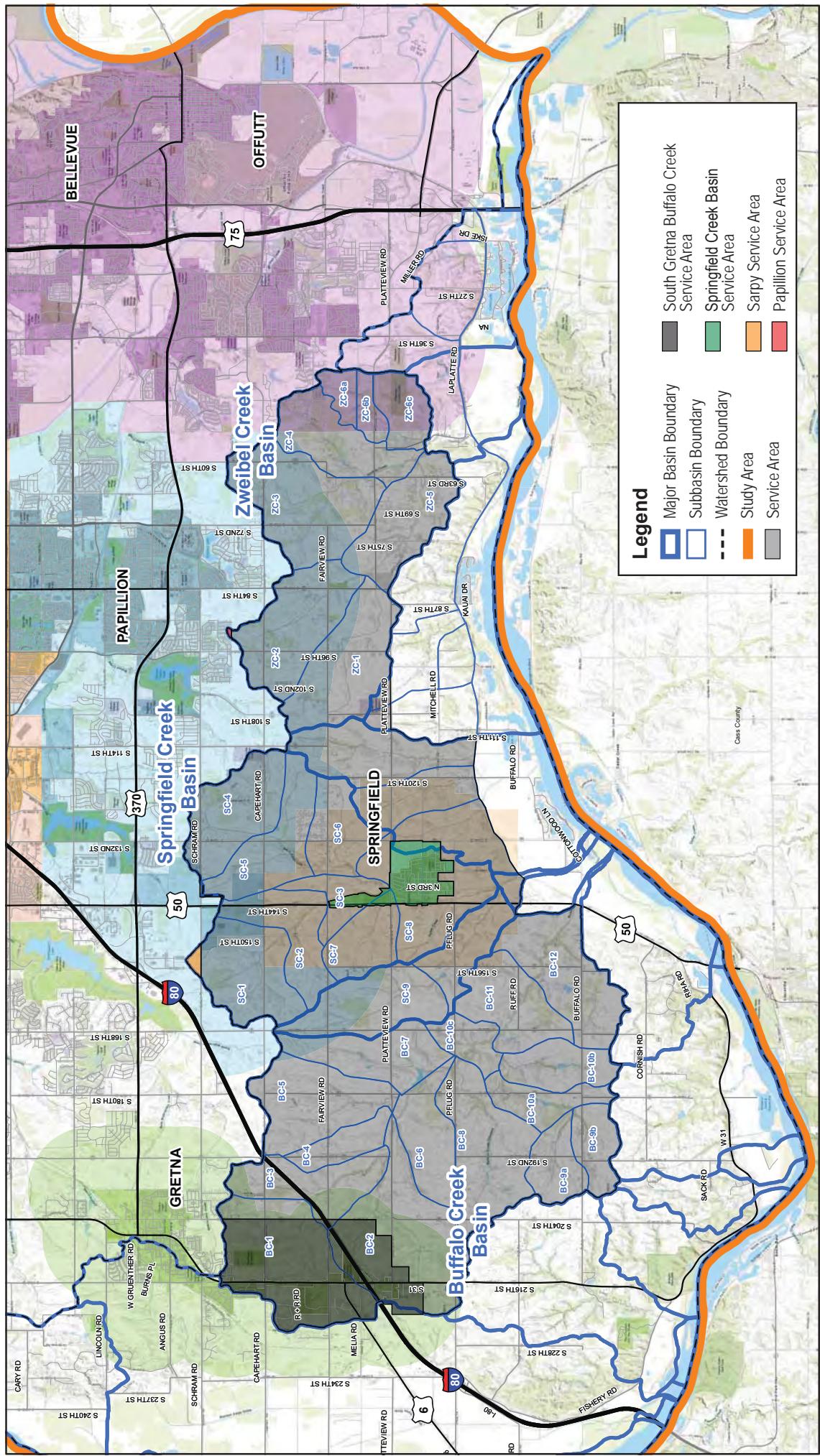


FIGURE 1

Growth Management Plan

June 2019



23

FIGURE 2 TO GROWTH MANAGEMENT PLAN

[Attached]

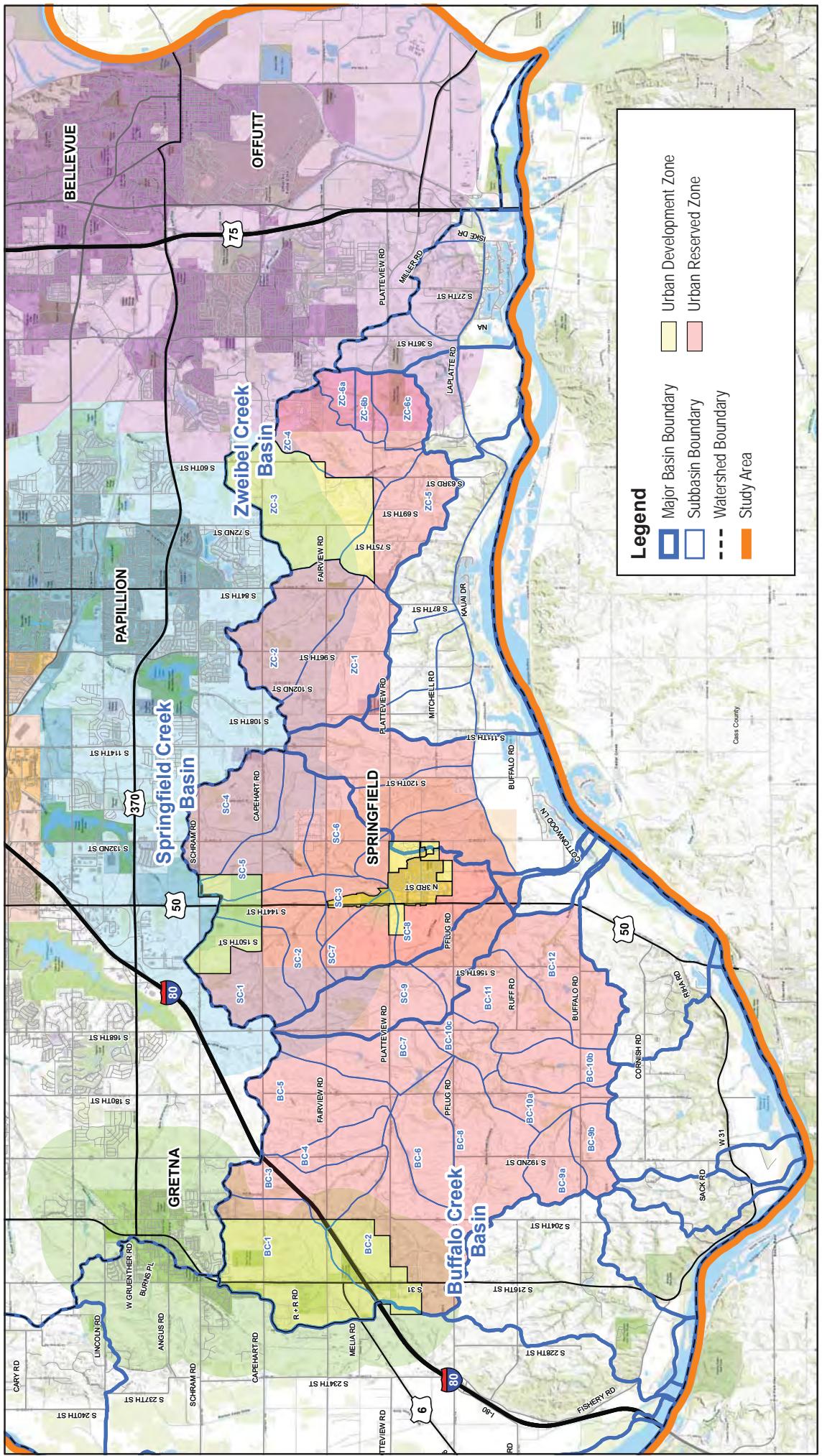


FIGURE 2

Growth Management Plan

June 2019

FIGURE

Urban Zoning

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CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 16, 2019 AGENDA

Subject:	Type:	Submitted By:
PUBLIC PARKING SERVICES -ABM INDUSTRY GROUPS, LLC	◆ RESOLUTION ORDINANCE RECEIVE/FILE	TOMMY PROUHET ASST. TO THE CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared to authorize the execution of a Professional Services Agreement with ABM Industry Groups, LLC, Ralston, NE, for public parking services in an amount not to exceed \$157,312.00.

FISCAL IMPACT

The FY 19/20 Biennial Budget provides funding for this service.

RECOMMENDATION

Approval.

BACKGROUND

The City is scheduled to complete construction of Parking Structure 1, adjacent to Civic Center Park and the City Centre development, in September of 2019. The structure contains 459 public parking stalls that will serve transient and monthly residential parkers.

The City has not been involved in the operation of paid public parking. Therefore, it is recommended that the City engage a contractor possessing the expertise to perform the maintenance, management, and enforcement required at such a facility. After soliciting proposals through an RFP process, staff recommends ABM Industry Groups, LLC to perform this work. ABM is a national firm with a reputation for effective management of parking facilities. The firm maintains a local office in Ralston, from which they service multiple other contracts within the Omaha Metro area.

The proposed budget for this contact contains a base management fee of \$47,400, with operating expenses billed monthly as incurred. The total, not-to-exceed, annual expenses for Year 1 are projected at \$157,312.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ABM INDUSTRY GROUPS, LLC, RALSTON, NEBRASKA, FOR PUBLIC PARKING SERVICES IN AN AMOUNT NOT TO EXCEED \$157,312.00.

WHEREAS, the City Council of the City of La Vista has determined that public parking services are necessary for Parking Structure 1 adjacent to Civic Center Park and the City Centre development; and

WHEREAS, the Off-Street Parking Fund includes funding for these services; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of a professional services agreement with ABM Industry Groups, LLC, Ralston, Nebraska, for public parking services in an amount not to exceed \$157,312.00.

PASSED AND APPROVED THIS 16TH DAY OF JULY, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 16, 2019 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE - PICKUP TRUCK	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared to authorize the purchase of one (1) 2019 Ford F-150 Pickup Truck, from Andersen Ford, Lincoln, NE in an amount not to exceed \$34,848.00.

FISCAL IMPACT

The FY 19/20 Biennial Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

This truck will replace a 2011 Ford F-350 in the Sewer Department. The 2011 Ford F-350 will be transferred to the Streets Division.

The truck is being purchased off the State of Nebraska Contract #14856.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) 2019 FORD F-150 PICKUP TRUCK FROM ANDERSON FORD, LINCOLN, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$34,848.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a Ford F-150 pickup truck 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, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of one (1) 2019 Ford F-150 pickup truck from Anderson Ford, Lincoln, Nebraska in an amount not to exceed \$34,848.00.

PASSED AND APPROVED THIS 16TH DAY OF JULY, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk