

LA VISTA CITY COUNCIL MEETING AGENDA
November 7, 2023
6:00 p.m.
Harold “Andy” Anderson Council Chamber
La Vista City Hall
8116 Park View Blvd

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **Proclamation – Papillion La Vista High School Girl’s Softball Team**
- **Appointment – Civil Service Commission – Candy Frey – Fill Vacancy**

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 October 17, 2023 City Council Meeting**
3. **Request for Payment – RDG Planning & Design – Professional Services – On Call Services – \$7,535.00**
4. **Request for Payment – RDG Planning & Design – Professional Services – Placemaking Phase 1 – \$7,522.04**
5. **Request for Payment – JE Dunn Construction Co – Construction Services – Central Park Pavilion and Site Improvements – \$1,179,143.00**
6. **Request for Payment – Olsson, Inc – Professional Services – City Park Pavilion Testing – \$1,192.50**
7. **Request for Payment – Lamp Rynearson – Professional Services – Pavement Asset Management – \$4,052.25**
8. **Request for Payment – Lamp Rynearson – Professional Services – 2023 Pavement Assessment – \$30,233.20**
9. **Request for Payment – Travelers – Annual Premium - \$339,569.50**
10. **Resolution – Election of Directors to the La Vista Metropolitan Community College Board of Directors**
11. **Approval of Claims**

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

- B. Zoning Text Amendments – Section 2.20 – Definitions: S, and Section 5.10 C-1 Shopping Center Commercial District**
1. **Public Hearing**
 2. **Ordinance**

- C. Resolution – Application for Replat – Lots 1 & 2 B&T Addition**

- D. Resolution – Interlocal Agreement – Papillion-La Vista School District – City Park Field Usage**

- E. Resolution – Professional Services Agreement – 84th Street Redevelopment – Final Bridge Design, Trails & ROW**

- F. Resolution – Professional Services Agreement – La Vista Municipal Swimming Pool Demolition**

- G. Resolution – Change Order No. 1 – East La Vista Sewer & Pavement Rehabilitation**

- H. Resolution – Advertisement for Bids – 73rd Ave Culvert Rehabilitation**

- I. Resolution – Authorize Purchase – Furniture for General Education Degree Program – Library**

- J. Resolution – Amend City Personnel Policy and Procedures Manual**

- ** K. Resolution – First Amendment – Interlocal Agreement – Law Enforcement Training Academy**

**** L. Executive Session – Personnel; Contract Negotiations**

- **Comments from the Floor**
- **Comments from Mayor and Council**
- **Adjournment**

**** Amended November 6, 2023 1:00 p.m.**

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



**PROCLAMATION
HONORING PAPILLION-LA VISTA HIGH SCHOOL'S
2023 NEBRASKA CLASS A SOFTBALL CHAMPIONS**

WHEREAS, the hard work, dedication, sportsmanship, talent and team unity of the 2023 Papillion-La Vista High School Monarchs Softball Team has enabled these student athletes to earn a Class A Nebraska State Championship Title; and

WHEREAS, the Papillion-La Vista High School Softball program has an unmatched tradition of excellence and are the only high school to have qualified for the NSAA State Softball Tournament every year since its inception 31 years ago; and

WHEREAS, the Papillion-La Vista High School Softball Team earned the program's 17th State Championship on October 16, 2023; and

WHEREAS, The City of La Vista is extremely proud to be the home of the Papillion-La Vista High School Softball program; and

WHEREAS, We also congratulate Head Coach Todd Petersen on reaching 525 career wins this season; and

WHEREAS, The Papillion-La Vista High School Monarchs Softball team will be holding their 2023 Softball Championship dinner on November 14, 2023.

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, do hereby proclaim, Tuesday, November 14, 2023 as ***Monarch Softball Day*** in the City of La Vista, and do hereby congratulate the 2023 Papillion-La Vista High School Monarch Softball Team on their Class A Nebraska State Championship title.

DATED THIS 7TH DAY OF NOVEMBER 2023.



Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

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MINUTE RECORD

A-2

No. 729 -- REDFIELD DIRECT E2108195KV

LA VISTA CITY COUNCIL MEETING October 17, 2023

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on October 17, 2023. Present were Mayor Kindig and Councilmembers: Frederick, Ronan, Sheehan, Quick, Sell, Hale and Wetuski. Also in attendance were City Attorney McKeon, Assistant City Administrator Ramirez, City Clerk Buethe, Director of Administrative Services Pokorny, Finance Director Harris, Library Director Barcal, Police Captain Barcal, Recreation Director Buller, Human Resources Director Lowery, City Engineer Dowse, Deputy Director of Public Works Calentine and Community Development Director Fountain.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on September 30, 2023. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

Mayor Kindig called the meeting to order and made the announcements.

OATHS OF OFFICE - MAYOR'S YOUTH LEADERSHIP COUNCIL

Mayor Kindig administered the oath of office to the Youth Leadership Council Members.

APPOINTMENTS - PARK AND RECREATION ADVISORY COMMITTEE - SAMANTHA GENTRY - FILL VACANCY; PLANNING COMMISSION ALTERNATE - DEBORAH DOGBA - FILL VACANCY

Mayor Kindig stated, with the approval of the City Council, he would like to appoint Samantha Gentry to the Park and Recreation Advisory Committee to fill a vacancy; appoint Deborah Dogba to the Planning Commission as an alternate to fill a vacancy. Councilmember Sheehan motioned the approval, seconded by Councilmember Quick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Thomas. Motion carried.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE OCTOBER 3, 2023 CITY COUNCIL MEETING
3. MONTHLY FINANCIAL REPORT - AUGUST 2023
4. REQUEST FOR PAYMENT - DESIGN WORKSHOP, INC. - PROFESSIONAL SERVICES - 84TH STREET BRIDGE - \$9,110.00
5. REQUEST FOR PAYMENT - HDR ENGINEERING - PROFESSIONAL SERVICES - PROJECT MANAGEMENT FOR PUBLIC IMPROVEMENTS - \$305.11
6. REQUEST FOR PAYMENT - NL & L CONCRETE, INC - CONSTRUCTION SERVICES - EAST LA VISTA SEWER AND PAVEMENT REHABILITATION - \$293,738.56
7. REQUEST FOR PAYMENT - SAMPSON CONSTRUCTION - CONSTRUCTION SERVICES - OFFSTREET PARKING DISTRICT NO. 2, STRUCTURE NO. 2 - \$28,863.96
8. REQUEST FOR PAYMENT - OLSSON, INC - PROFESSIONAL SERVICES - CITY PARK PAVILION TESTING - \$3,463.50
9. REQUEST FOR PAYMENT - THOMPSON, DREESSEN & DORNER, INC. - PROFESSIONAL SERVICES - CENTRAL PARK IMPROVEMENTS - \$1,324.50
10. REQUEST FOR PAYMENT - THOMPSON, DREESSEN & DORNER, INC. - PROFESSIONAL SERVICES - CENTRAL PARK IMPROVEMENTS - \$7,099.00
11. REQUEST FOR PAYMENT - THOMPSON, DREESSEN & DORNER, INC. - PROFESSIONAL SERVICES - CENTRAL PARK ACCESS IMPROVEMENTS - \$895.00
12. REQUEST FOR PAYMENT - HGM ASSOCIATES INC - PROFESSIONAL SERVICES - EAST LA VISTA SEWER AND PAVEMENT REHABILITATION - PHASE 2 FINAL DESIGN - \$45,964.72

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13. REQUEST FOR PAYMENT — HGM ASSOCIATES INC — PROFESSIONAL SERVICES — EAST LA VISTA SEWER AND PAVEMENT REHABILITATION — PHASE 2 FINAL DESIGN — \$39,817.28

14. REQUEST FOR PAYMENT — DLR GROUP — PROFESSIONAL SERVICES — LA VISTA CITY CENTRE PARKING STRUCTURE 2 — \$5,250.00

15. APPROVAL OF CLAIMS

ACTIVE NETWORK LLC, services	22.22
AKRS EQUIPMENT SOLUTIONS, maint.	341.91
AMAZON, supplies	2,950.20
BACON LETTUCE CREATIVE, services	1,360.00
BARCAL, R., travel	87.77
BAUER BUILT INC, maint.	114.00
BLACK HILLS ENERGY, utilities	1,380.43
BUETHE, P., travel	910.77
CANOYER GARDEN CENTER, supplies	181.74
CENTER POINT INC, books	46.74
CENTURY LINK/LUMEN, phones	79.62
CINTAS CORP, services	464.83
CITY OF OMAHA, services	295,261.64
CITY OF PAPILLION, services	258,993.64
CIVICPLUS, services	22,671.34
COMP CHOICE INC, services	762.45
CONTROL MASTERS INC, bld&grnds	2,161.25
CONVERGINT TECHN, services	27,453.98
CORNHUSKER SIGN, services	3,758.70
COX COMMUNICATIONS, services	893.65
CPS HUMAN RESOURCE, services	620.50
CULLIGAN OF OMAHA, services	12.50
D & K PRODUCTS, supplies	2,787.00
DAIGLE LAW GROUP LLC, services	260.00
DEMCO INC, supplies	34.47
DFC FLOORING SPECIALISTS, services	4,998.22
DLR GROUP, services	23,407.51
DOWNING, DAVID, services	500.00
ERNCO INC, services	18,340.00
FERGUSON US INC, maint.	114.70
FIKES COMMERCIAL, supplies	62.00
FISHER PARKING & SECURITY INC, services	9,936.00
FITZGERALD SCHORR BARMETTLER, services	75,559.30
G I CLEANERS & TAILORS, services	399.00
GRASS PAD INC, supplies	80.82
GREAT PLAINS COMMUNICATION, services	1,107.71
GREAT PLAINS UNIFORMS, apparel	72.99
GUARDIAN ALLIANCE TECH INC, services	306.00
HDR ENGINEERING INC, services	8,081.88
HY-VEE INC, services	1,762.50
INGRAM LIBRARY SERVICES, books	332.62
JOHNSON, TREVOR, reimbursement-apparel	175.00
K ELECTRIC, services	766.74
KANOPY INC, services	179.00
KISSEL KOHOUT ES ASSOCIATES LLC, services	10,500.91
LABRIE, DONALD P, services	225.00
LEWIS, MELISSA N, services	450.00
LOGO LOGIX EMBROIDERY & SCREEN, apparel	827.88
LOU'S SPORTING GOODS, supplies	530.00
MARTIN ASPHALT - MONARCH OIL, services	268.00
MATHESON TRI-GAS INC, supplies	206.40
MAX I WALKER UNIFORM, services	20.50
MENARDS-RALSTON, supplies	286.25

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MID-AMERICAN BENEFITS INC, services	695.78
MIDWEST TAPE, media	129.93
MOORE, JEFFREY, services	600.00
NE MUNICIPAL CLERKS ASSOC, services	200.00
NEWSBANK, services	4,009.00
NSG LOGISTICS LLC, supplies	16,264.78
OFFICE DEPOT, services	973.99
OMAHA WORLD-HERALD, services	30.40
OMNI ENGINEERING, services	200.45
O'REILLY AUTO PARTS, maint.	2,433.49
PAPILLION SANITATION, services	592.18
PAYROLL MAXX, payroll & taxes	439,128.15
PITNEY BOWES, postage	50.00
POMP'S TIRE SERVICE INC, maint.	182.80
PRIMA DISTRIBUTION INC, supplies	218.07
QUALITY AUTO REPAIR, services	125.00
RDG PLANNING & DESIGN, services	12,443.00
REACH SPORTS GROUP INC, services	700.00
ROBERT HALF, services	2,830.40
RTG BUILDING SERVICES INC, bld&grnds	6,765.00
SHERWIN-WILLIAMS, bld&grnds	3,912.40
SHI INTERNATIONAL CORP, services	5,190.80
SIGN IT, services	1,087.00
SITE ONE LANDSCAPE SUPPLY LLC, bld&grnds	142.37
SPORTS IMPORTS INC, supplies	1,211.95
SUBURBAN NEWSPAPERS INC, services	953.04
THE SCHEMMER ASSOCIATES INC, services	875.00
TORNADO WASH LLC, services	392.00
TRACTOR SUPPLY, supplies	169.99
TRANS UNION RISK, services	75.00
TRAVELERS, services	22,940.00
TRUESCOPE INC, services	4,800.00
UNITE PRIVATE NETWORKS LLC, services	4,950.00
US BANK NAT'L ASSOC, supplies/services	22,696.01
VERIZON WIRELESS, phones	383.83
VOIANCE LANGUAGE, services	25.00
WESTLAKE HARDWARE, supplies	1,767.69
WHITE, SCOTT L, services	1,400.00
WOODHOUSE FORD, maint.	36.75

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Communications Manager Beaumont and Library Director Barcal reported on a program that encourages people to take the City flag with them on vacation and take photos.

Community Development Director Fountain provided follow up on CBD store zoning.

Fire Chief Gottsch reported on activities for Fire Prevention Week and that 3 new firefighters have been hired and will be sworn in.

Deputy Director of Public Works Calentine reported on the tree carving that was on the City Hall campus.

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B. RESOLUTION – AWARD BID – EXISTING CENTRAL PARK ACCESS ROAD RECONSTRUCTION

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-126 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AWARING A CONTRACT TO SWAIN CONSTRUCTION, OMAHA, NEBRASKA, FOR GRADING, PAVING, STORM SEWER, UTILITY AND TRAFFIC DEVICE WORK WITHIN CENTRAL PARK IN AN AMOUNT NOT TO EXCEED \$628,750.39.

WHEREAS, the City Council of the City of La Vista has determined that the Central Park Access Road Reconstruction Project is necessary; and

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

WHEREAS, bids were solicited, and five (4) bids were received; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award the contract to Swain Construction, Omaha, Nebraska for grading, paving, storm sewer, utility and traffic device work within Central Park in an amount not to exceed \$628,750.39.

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

C. 84TH STREET REDEVELOPMENT AREA PHASE 1 TAX INCREMENT FINANCING RESOLUTION AMENDMENTS (ACTION ON THIS ITEM WILL BE TAKEN BY THE COMMUNITY DEVELOPMENT AGENCY)

1. RESOLUTION – AMEND RESOLUTION NO. 17-073 – CITY CENTRE NOTE 1A

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-127 entitled: A RESOLUTION AMENDING RESOLUTION NO. 17-073, AS AMENDED BY RESOLUTION NO. 23-094, RELATING TO TAX INCREMENT REVENUE NOTE (LA VISTA CITY CENTRE PHASE 1A PROJECT), SERIES 2017, OF THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, TO ALLOW SEPARATE NOTES ISSUED THEREUNDER TO BE SECURED BY SPECIFIC PARCELS RATHER THAN SECURED EQUALLY UNDER THE RESOLUTION; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

WHEREAS, the City of La Vista (the "City") has established a community development agency (the "Agency") under Chapter 18, Article 21, Reissue Revised States of Nebraska, as amended (the "Act");

WHEREAS, the Agency adopted Resolution No. 17-073, on July 5, 2017, (the "Original Resolution") which authorized issuance of the Agency's \$5,312,561 Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Phase 1A Project), Series 2017, dated September 26, 2017 (the "Original Note"), and which Original Resolution governs the repayment of the Original Note from the sources provided and described in the Original Resolution;

WHEREAS, the Agency adopted Resolution No. 23-094, on August 1, 2023, (together with the Original Resolution, the "Amended Resolution") which authorized the transfer of the Original Note to one or more transferees, and provided that the resulting transferred notes shall be payable equally and ratably from the sources provided in the Original Resolution. Any Original Note, either as originally issued or as transferred and outstanding as permitted by the Amended Resolution, shall be referred to as the "Phase 1A Note" whether outstanding as a single or multiple instruments;

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WHEREAS, the repayment source for the Phase IA Note under the Amended Resolution is the combined TIF Revenues attributable to that portion of the Redevelopment Area consisting of the following (together, the "Project Area"): La Vista City Centre, Lot 15 ("Lot 15"); and La Vista City Centre Replat 1, Lot 2 ("Lot 2");

WHEREAS, the Phase IA Note was issued to and is currently registered in the name of an affiliate of the Redeveloper (the "Current Owner") pursuant to the terms of the Original Resolution, and the Current Owner has further requested that the Amended Resolution be amended to allow specified notes outstanding thereunder to be repaid from the specific TIF Revenues attributable to either Lot 2 or Lot 15 included in the Project Area, rather than equally and ratably secured by the combined TIF Revenues from the Project Area; and

WHEREAS, it is necessary, desirable, advisable, and in the best interest of the Agency to amend the Original Resolution for such purposes and in the manner as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED by the mayor and city council of the city of La Vista, Nebraska, acting as the Community Development Agency, as follows:

Section 1. Definitions of Words and Terms. Unless otherwise provided herein, and in addition to words and terms defined elsewhere in this second amending resolution (the "Second Amending Resolution"; and the Amended Resolution as further amended by this Second Amending Resolution shall be referred to as the "Bond Resolution"), the capitalized words and terms used herein, including in the recitals hereto, shall have the meanings provided in the Amended Resolution. Definitions of capitalized terms in this Second Amending Resolution shall control for purposes of the Bond Resolution to the extent of any conflict under the Amended Resolution.

Section 2. Authorization of Alternative Security for Multiple Notes. As provided in the Amended Resolution, multiple notes issued and outstanding under the Amended Resolution are payable equally and ratably from the TIF Revenues attributable to the Project Area. However, upon the request of the registered owner of all of the outstanding Phase IA Notes, the City may execute a designation (the "Designation") providing that TIF Revenues from Lot 2 shall be dedicated to repayment of a specific identified note and TIF Revenues from Lot 15 shall be dedicated to repayment of a specific identified note. Any such Designation may be included in an agreement with the registered owners of the Phase IA Notes at the time of issuance or transfer of the Phase IA Notes. Any Designation shall bind the City with respect to the TIF Revenues pledged from Lot 2 and from Lot 15 as provided in the Designation until the remaining principal of the applicable note has been repaid in full, or the 15 year period for division of taxes has ended as provided in Section 6.1 of the Original Resolution, whichever occurs first. The terms of the Designation shall be applicable to any transferees or other subsequent registered owners of a note without further agreement by or acknowledgement from the City or registered owners of the notes. Upon execution of a Designation, the City shall reissue all affected notes and shall include language in each form of note to indicate the portion of TIF Revenues pledged for repayment of such note.

Section 3. Further Authority. The officers of the Agency, including the Chair and Secretary, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make any changes or additions in this Resolution and the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the Agency's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

Section 4. Effect of Amendment. Except as amended by this Resolution, the Original Resolution is hereby ratified and confirmed in all respects. All resolutions or orders, or parts thereof in conflict with the provisions of this Resolution are to be extent of such conflict hereby repealed.

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Section 5. Severability. If any section or other part of this Resolution is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

Section 6. Governing Law. This Resolution shall be governed exclusively by and constructed in accordance with the applicable laws of the State.

Section 7. Effective Date. This Resolution shall take effect and be in full force from and after its passage by the governing body of the Agency.

Seconded by Councilmember Sell. Mike Rogers with Gilmore & Bell gave an overview. Councilmembers voting aye: Frederick, Ronan, Sheehan, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Thomas. Motion carried.

2. RESOLUTION – AMEND RESOLUTION NO. 17-074 – CITY CENTRE NOTE 1B

Councilmember Quick introduced and moved for the adoption of Resolution No. 23-128 entitled: A RESOLUTION AMENDING RESOLUTION NO. 17-074, AS AMENDED BY RESOLUTION NO. 23-095, RELATING TO TAX INCREMENT REVENUE NOTE (LA VISTA CITY CENTRE PHASE IB PROJECT), SERIES 2017, OF THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, TO ALLOW SEPARATE NOTES ISSUED THEREUNDER TO BE SECURED BY SPECIFIC PARCELS RATHER THAN SECURED EQUALLY UNDER THE RESOLUTION; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

WHEREAS, the City of La Vista (the "City") has established a community development agency (the "Agency") under Chapter 18, Article 21, Reissue Revised States of Nebraska, as amended (the "Act");

WHEREAS, the Agency adopted Resolution No. 17-074, on July 5, 2017, (the "Original Resolution") which authorized issuance of the Agency's \$8,222,287 Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Phase IB Project), Series 2017, dated September 26, 2017 (the "Original Note"), and which Original Resolution governs the repayment of the Original Note from the sources provided and described in the Original Resolution;

WHEREAS, the Agency adopted Resolution No. 23-095, on August 1, 2023, (together with the Original Resolution, the "Amended Resolution") which authorized the transfer of the Original Note to one or more transferees, and provided that the resulting transferred notes shall be payable equally and ratably from the sources provided in the Original Resolution. Any Original Note, either as originally issued or as transferred and outstanding as permitted by the Amended Resolution, shall be referred to as the "Phase IB Note" whether outstanding as a single or multiple instruments;

WHEREAS, the repayment source for the Phase IB Note under the Amended Resolution is the combined TIF Revenues attributable to that portion of the Redevelopment Area consisting of the following (together, the "Project Area"): La Vista City Centre, Lot 14 ("Lot 14"); and La Vista City Centre, Lot 10 ("Lot 10");

WHEREAS, the Phase IB Note was issued to and is currently registered in the name of an affiliate of the Redeveloper (the "Current Owner") pursuant to the terms of the Original Resolution, and the Current Owner has further requested that the Amended Resolution be amended to allow specified notes outstanding thereunder to be repaid from the specific TIF Revenues attributable to either Lot 10 or Lot 14 included in the Project Area, rather than equally and ratably secured by the combined TIF Revenues from the Project Area; and

WHEREAS, it is necessary, desirable, advisable, and in the best interest of the Agency to amend the Original Resolution for such purposes and in the manner as hereinafter provided.

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No. 729 — REDFIELD DIRECT E2106195KV

NOW, THEREFORE, BE IT RESOLVED by the mayor and city council of the City of La Vista, Nebraska, acting as the Community Development Agency, as follows:

Section 1. Definitions of Words and Terms. Unless otherwise provided herein, and in addition to words and terms defined elsewhere in this second amending resolution (the "Second Amending Resolution"; and the Amended Resolution as further amended by this Second Amending Resolution shall be referred to as the "Bond Resolution"), the capitalized words and terms used herein, including in the recitals hereto, shall have the meanings provided in the Amended Resolution. Definitions of capitalized terms in this Second Amending Resolution shall control for purposes of the Bond Resolution to the extent of any conflict under the Amended Resolution.

Section 2. Authorization of Alternative Security for Multiple Notes. As provided in the Amended Resolution, multiple notes issued and outstanding under the Amended Resolution are payable equally and ratably from the TIF Revenues attributable to the Project Area. However, upon the request of the registered owner of all of the outstanding Phase IB Notes, the City may execute a designation (the "Designation") providing that TIF Revenues from Lot 10 shall be dedicated to repayment of a specific identified note and TIF Revenues from Lot 14 shall be dedicated to repayment of a specific identified note. Any such Designation may be included in an agreement with the registered owners of the Phase IA Notes at the time of issuance or transfer of the Phase IA Notes. Any Designation shall bind the City with respect to the TIF Revenues pledged from Lot 10 and from Lot 14 as provided in the Designation until the remaining principal of the applicable note has been repaid in full, or the 15 year period for division of taxes has ended as provided in Section 6.1 of the Original Resolution, whichever occurs first. The terms of the Designation shall be applicable to any transferees or other subsequent registered owners of a note without further agreement by or acknowledgement from the City or registered owners of the notes. Upon execution of a Designation, the City shall reissue all affected notes and shall include language in each form of note to indicate the portion of TIF Revenues pledged for repayment of such note.

Section 3. Further Authority. The officers of the Agency, including the Chair and Secretary, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make any changes or additions in this Resolution and the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the Agency's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

Section 4. Effect of Amendment. Except as amended by this Resolution, the Original Resolution is hereby ratified and confirmed in all respects. All resolutions or orders, or parts thereof in conflict with the provisions of this Resolution are to be extent of such conflict hereby repealed.

Section 5. Severability. If any section or other part of this Resolution is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

Section 6. Governing Law. This Resolution shall be governed exclusively by and constructed in accordance with the applicable laws of the State.

Section 7. Effective Date. This Resolution shall take effect and be in full force from and after its passage by the governing body of the Agency.

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

MINUTE RECORD

No. 729 -- REDFIELD DIRECT E2106195KV

October 17, 2023

3. RESOLUTION -- AMEND RESOLUTION NO. 20-052 -- CITY CENTRE NOTE 1C

Councilmember Wetuski introduced and moved for the adoption of Resolution No. 23-129 entitled: A RESOLUTION AMENDING RESOLUTION NO. 20-052, RELATING TO TAX INCREMENT REVENUE NOTE (LA VISTA CITY CENTRE PROJECT), SERIES 2020, OF THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, TO ALLOW SEPARATE NOTES ISSUED THEREUNDER TO BE SECURED BY SPECIFIC PARCELS RATHER THAN SECURED EQUALLY UNDER THE RESOLUTION; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

WHEREAS, the City of La Vista (the "City") has established a community development agency (the "Agency") under Chapter 18, Article 21, Reissue Revised States of Nebraska, as amended (the "Act");

WHEREAS, the Agency adopted Resolution No. 20-052, on May 19, 2020, (the "Original Resolution") which authorized issuance of the Agency's \$798,000 Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Project), Series 2020 (the "Original Note"), and which Original Resolution governs the repayment of the Original Note from the sources provided and described in the Original Resolution;

WHEREAS, the repayment source for the Phase IB Note under the Amended Resolution is the combined TIF Revenues attributable to that portion of the Redevelopment Area consisting of the following (together, the "Project Area"): La Vista City Centre, Lot 3 ("Lot 3"); La Vista City Centre, Lot 4 ("Lot 4"); and La Vista City Centre, Lot 5 ("Lot 5");

WHEREAS, the Original Note was issued to and is currently registered in the name of an affiliate of the Redeveloper (the "Current Owner") pursuant to the terms of the Original Resolution, and the Current Owner has requested that the Original Resolution be amended to allow transfer of the Original Note to one or more transferees, and that such transferred note be permitted to be repaid from the specific TIF Revenues attributable to one or a combination of Lot 3, Lot 4 or Lot 5 included in the Project Area, rather than equally and ratably secured by the combined TIF Revenues from the Project Area; and

WHEREAS, it is necessary, desirable, advisable, and in the best interest of the Agency to amend the Original Resolution for such purposes and in the manner as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, acting as the community development agency, as follows:

Section 1. Definitions of Words and Terms. Unless otherwise provided herein, and in addition to words and terms defined elsewhere in this amending resolution (the "Amending Resolution"; and the Original Resolution as amended by this Amending Resolution shall be referred to as the "Bond Resolution"), the capitalized words and terms used herein, including in the recitals hereto, shall have the meanings provided in the Original Resolution. Definitions of capitalized terms in this Amending Resolution shall control for purposes of the Bond Resolution to the extent of any conflict under the Bond Resolution.

Section 2. Authorization of Multiple Notes and Transfer. The Original Note may be transferred as a single note or as multiple notes (any such notes referred to herein as the "Note" or "Notes"). If more than one Note is outstanding under the Bond Resolution, all such Notes be issued with the same interest rate and maturity date and shall be payable equally and ratably from the sources provided in the Original Resolution, unless otherwise determined in accordance with Section 3 of this Amending Resolution. A Note may be transferred pursuant to its provisions at the office of the Agency by surrender of such note for cancellation by the Registered Owner, accompanied by a written instrument of transfer, in form satisfactory to the Agency, duly executed by the Registered Owner in person or by such owner's duly authorized agent, and thereupon the Agency will deliver at its office (or send to the transferee

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owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new Note or Notes of the same interest rate, aggregate principal amount and maturity. One such note may be transferred for several such notes of the same interest rate and maturity, and for a like aggregate principal amount, and several such notes may be transferred for one or several such notes, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a note, the surrendered note shall be canceled and destroyed. Unless otherwise provided pursuant to the terms of Section 3 of this Amending Resolution, all notes issued upon transfer of the notes so surrendered shall be valid obligations of the Agency evidencing the same obligation as the note or notes surrendered, including the principal and accrued interest thereon, and shall be entitled to all the benefits and protection of the Original Resolution as amended by this Resolution to the same extent as the note or notes upon transfer of which they were delivered.

Section 3. Authorization of Alternative Security for Multiple Notes. Upon the request of the registered owner of all of the outstanding Notes, the City may execute a designation (the "Designation") providing that TIF Revenues from one or a combination of Lot 3, Lot 4 or Lot 5 shall be dedicated to repayment of a specific identified Note. Any such Designation may be included in an agreement with the registered owners of the Notes at the time of issuance or transfer of the Notes. Any Designation shall bind the City with respect to the TIF Revenues pledged from Lot 3, Lot 4 and Lot 5 as provided in the Designation until the remaining principal of the applicable Note has been repaid in full, or the 15 year period for division of taxes has ended as provided in Section 6.1 of the Original Resolution, whichever occurs first. The terms of the Designation shall be applicable to any transferees or other subsequent registered owners of a Note without further agreement by or acknowledgement from the City or registered owners of the Notes. Upon execution of a Designation, the City shall reissue all affected Notes and shall include language in each form of Note to indicate the portion of TIF Revenues pledged for repayment of such Note.

Section 4. Further Authority. The officers of the Agency, including the Chair and Secretary, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make any changes or additions in this Resolution and the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the Agency's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

Section 5. Effect of Amendment. Except as amended by this Resolution, the Original Resolution is hereby ratified and confirmed in all respects. All resolutions or orders, or parts thereof in conflict with the provisions of this Resolution are to be extent of such conflict hereby repealed.

Section 6. Severability. If any section or other part of this Resolution is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

Section 7. Governing Law. This Resolution shall be governed exclusively by and constructed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Resolution shall take effect and be in full force from and after its passage by the governing body of the Agency.

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

D. RESOLUTION -- AUTHORIZE AGREEMENT -- LEADERSHIP DEVELOPMENT & STRATEGIC PLANNING SERVICES

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-130 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AN AGREEMENT WITH STRATEGIC

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October 17, 2023

GOVERNMENT RESOURCES, KELLER, TX, FOR LEADERSHIP DEVELOPMENT AND STRATEGIC PLANNING SERVICES IN AN AMOUNT NOT TO EXCEED \$31,000.00.

WHEREAS, the Mayor and Council have determined that leadership development and strategic planning services are necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the proposed services; and

WHEREAS, Strategic Government Resources (SGR) has been providing leadership development and strategic visioning and planning services to cities since 2002; and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize the negotiation of a contract with Strategic Government Resources for leadership development and strategic planning services subject to any modifications the City Administrator or her designee determines necessary in an amount not to exceed \$31,000.00.

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

E. RESOLUTION — AUTHORIZE PURCHASE — ROTARY MOWER

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-131 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) 2023 JACOBSEN AR530 ROTARY MOWER FROM TURFWERKS, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$74,364.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a Jacobsen AR530 Rotary Mower is necessary; and

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

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secure council approval prior to authorizing any 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) 2023 Jacobsen AR530 Rotary Mower from Turkwerks, Omaha, Nebraska in an amount not to exceed \$74,364.00.

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

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

COMMENTS FROM THE FLOOR

There were no comments from the floor.

MINUTE RECORD

October 17, 2023

No. 729 — REDFIELD DIRECT E2106195KV

F. EXECUTIVE SESSION – CONTRACT NEGOTIATIONS

At 6:29 p.m. Councilmember Quick made a motion to go into executive session for protection of the public interest for contract negotiations. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Thomas. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 7:17 p.m. the Council came out of executive session. Councilmember Sell made a motion to reconvene in open and public session. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Thomas. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Frederick commented on the Fall Festival.

Mayor Kindig reported on legislative updates.

At 7:25 p.m. Councilmember Hale made a motion to adjourn the meeting. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Thomas. Motion carried.

PASSED AND APPROVED THIS 7TH DAY OF NOVEMBER 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



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

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

September 30, 2023
 Project No: R3001.477.00
 Invoice No: 55318

Project R3001.477.00 City of La Vista - On Call Services

Professional Services through September 30, 2023

Professional Personnel

	Hours	Rate	Amount	
Lighting Designer	5.00	220.00	1,100.00	
Landscape Architect	1.00	135.00	135.00	
Totals	6.00		1,235.00	
Total Labor				1,235.00

Consultants

Alvine Engineering			6,300.00	
Total Consultants			6,300.00	6,300.00

Total this Invoice \$7,535.00

Rita Ramirez
 10-17-23
 16.71.0917.000 PARK 17086



Billing Backup

RDG Planning & Design, Inc.

Invoice 55318 Dated 9/30/2023

Tuesday, October 10, 2023

11:41:44 AM

Project	R3001.477.00	City of La Vista - On Call Services
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Professional Personnel

		Hours	Rate	Amount	
Lighting Designer					
Lighting Designer	7/14/2023	1.00	220.00	220.00	
Park pole lighting analysis					
Lighting Designer	7/17/2023	1.00	220.00	220.00	
Lighting Designer	7/23/2023	3.00	220.00	660.00	
Central park lighting layouts and pole options					
Landscape Architect					
Landscape Architect	8/18/2023	1.00	135.00	135.00	
Central Park Lighting					
Totals		6.00		1,235.00	
Total Labor					1,235.00

Consultants

Alvine Engineering					
AP 159968	8/31/2023	Alvine Engineering / R3001.477.00- Mech/Elect / Invoice: 59559 3001.477.00, 5/17/2023		6,300.00	
Total Consultants				6,300.00	6,300.00
Total this Project					\$7,535.00
Total this Report					\$7,535.00

Alvine and Associates, Inc

Alvine Engineering | IP Design Group
1201 Cass Street
Omaha, NE 68102

R3001.477.00

RDG Planning & Design

1302 Howard St
Omaha, NE 68102

La Vista Central Park Phase 2 Exterior Lighting Design

For Professional Services Rendered Through: May 12, 2023

Fee is based on a lump sum of \$7,000.00.

RDG Project No. R3003.066.01 (in association with, but agreed to go through On-Call Services contract)

Fee Services

	Contract Amount	Percent Complete	Fee Earned	Prior Billings	Current Billings
Construction Documents	\$6,300.00	100.00	\$6,300.00	\$0.00	\$6,300.00
Construction	\$700.00	0.00	\$0.00	\$0.00	\$0.00
Administration					
	\$7,000.00		\$6,300.00	\$0.00	\$6,300.00

\$6,300.00

Invoice Total

\$6,300.00

Approved As Noted
by Bruce Nedermeyer
on 9/7/2023 at 8:46 AM
59359
Invoice Number:
Date:
Project Number:

INVOICE

Invoice Number:

Date:

Project Number:

May 17, 2023

20229472



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

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

September 30, 2023
 Project No: R3003.066.01
 Invoice No: 55319

Project R3003.066.01 City of La Vista - Placemaking Ph1 SD-CA

Professional Services through September 30, 2023

Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Schematic Design	149,000.00	100.00	149,000.00	149,000.00	0.00
Design Development	180,000.00	100.00	180,000.00	180,000.00	0.00
Construction Documents	275,330.00	100.00	275,330.00	275,330.00	0.00
Bidding/Negotiation	44,000.00	100.00	44,000.00	44,000.00	0.00
Contract Administration	244,000.00	95.00	231,800.00	224,480.00	7,320.00
Total Fee	892,330.00		880,130.00	872,810.00	7,320.00
Total Fee					7,320.00

Reimbursable Expenses

Printing	5.80
Travel	196.24
Total Reimbursables	202.04

Billing Limits

	Current	Prior	To-Date
Expenses	202.04	1,602.59	1,804.63
Limit			8,600.00
Remaining			6,795.37

Total this Invoice \$7,522.04

Outstanding Invoices

Number	Date	Balance
55061	8/31/2023	12,443.00
Total		12,443.00

Rita Ramirez
 10-17-23
 16.71.0917.000 PARK18001



APPLICATION AND CERTIFICATE FOR PAYMENT

Page: 1 of 3

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

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

APPLICATION NO.: 16
PERIOD TO : 30-Sep-2023
PROJECT NOS.: 21046300
INVOICE NO.: 21046300016

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

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

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

CONTRACT DATE : 10-May-2022

CONTRACT FOR: Central Park Pavilion and Site Improvements

APPLICATION AND CERTIFICATE FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 15,955,803
2. Net change by change orders \$ 685,971
3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 16,641,774
4. TOTAL COMPLETED & STORED TO DATE \$ 16,466,411

(Column G on G703)

5. RETAINAGE:

(Total retainage Column I of G703) \$ 737,014

6. TOTAL EARNED LESS RETAINAGE \$ 15,729,396

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 14,550,253

8. CURRENT PAYMENT DUE \$ 1,179,143

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 912,378

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

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

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

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

Contractor: J.E. Dunn Construction Company

By: [Signature] Date: 10/09/2023

State of: Nebraska

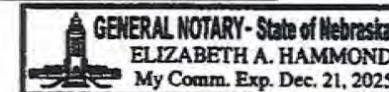
County of: Douglas

Subscribed and sworn to before

me this 9th day of October 2023

Notary Public: Elizabeth A. Hammond

My Commission expires: 12/21/2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.....\$ 1,179,143.00

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

ARCHITECT: Bruce Niedermeyer

By: [Signature] Date: 10/13/2023

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

OK TO PAY
PMD 10/28/23
16.71 0917.00 - PARK 1800

J.E. Dunn Construction Company

CONTINUATION SHEET

AIA DOCUMENT G703

Page: 2

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

APPLICATION NUMBER: 16

APPLICATION DATE: 09-Oct-2023

INVOICE NO.:

PERIOD TO: 30-Sep-2023

21046300016

PROJECT NO: 21046300

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D E WORK COMPLETED (D+E)		F MATERIAL PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	PER- %(G/C)	H BALANCE TO FINISH	I RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
01	PRECONSTRUCTION										
		14,300	0	14,300	14,300	0	0	14,300	100	0	0
	PRECONSTRUCTION Total:	14,300	0	14,300	14,300	0	0	14,300	100	0	0
02	GENERAL CONDITIONS										
		1,045,767	-178,326	867,440	856,975	10,465	0	867,440	100	0	0
	GENERAL CONDITIONS Total:	1,045,767	-178,326	867,440	856,975	10,465	0	867,440	100	0	0
03	PERMITS, BONDS, & INSURANCE										
		308,977	154,935	463,912	444,645	19,267	0	463,912	100	0	0
	PERMITS, BONDS, & INSURANCE Total:	308,977	154,935	463,912	444,645	19,267	0	463,912	100	0	0
04	DIRECT COSTS										
02330	Earthwork	337,026	110,022	447,048	515,124	7,847	0	522,971	117	-75,923	25,756
02455	Pipe Piles	0	156,050	156,050	156,050	0	0	156,050	100	0	7,802
02500	Site Utilities	679,094	160,027	839,121	841,837	0	0	841,837	100	-2,716	42,092
02790	Athletic Surfacing	96,311	-61,959	34,352	23,000	0	0	23,000	67	11,352	1,150
02810	Lawn Sprinklers	62,140	149,275	211,415	178,347	33,068	0	211,415	100	0	5,917
02815	Fountain Allowance	336,300	-336,300	0	0	0	0	0	0	0	0
02833	Retaining Wall	339,000	6,000	345,000	345,000	0	0	345,000	100	0	17,250
02900	Landscaping	135,400	77,203	212,603	121,450	89,500	0	210,950	99	1,653	6,072
03330	CIP Concrete	4,002,844	1,280,882	5,283,726	5,256,728	0	0	5,256,728	99	26,998	262,836
04210	Masonry	859,200	54,844	914,044	911,044	3,000	0	914,044	100	0	45,552
05100	Structural Steel	616,500	29,438	645,938	641,638	0	0	641,638	99	4,300	32,082
05700	Railings	677,665	-677,665	0	0	0	0	0	0	0	0
06199	Rough Carpentry	159,565	-159,565	0	0	0	0	0	0	0	0
06299	Finish Carpentry	37,037	-30,528	6,509	6,509	0	0	6,509	100	0	325
07100	Waterproofing	74,384	214,911	289,295	224,185	3,498	0	227,683	79	61,612	11,209
07410	Roofing	181,000	153,599	334,599	318,736	0	0	318,736	95	15,863	15,937
074104	Metal Wall Panels	215,148	-60,188	154,960	154,960	0	0	154,960	100	0	7,748
07460	Siding	27,096	-27,096	0	0	0	0	0	0	0	0
07900	Joint Sealants	19,051	-19,051	0	0	0	0	0	0	0	0
08110	Doors & Hardware	115,922	-10,322	105,600	105,600	0	0	105,600	100	0	5,280
08350	Coiling Doors	25,718	-8,710	17,008	17,008	0	0	17,008	100	0	850
08400	Glazing	135,180	52,090	187,270	183,175	1,395	0	184,570	99	2,700	9,159
09250	Framing & Drywall	96,421	83,853	180,274	180,274	0	0	180,274	100	0	9,014
09300	Flooring	83,180	-56,869	26,311	26,311	0	0	26,311	100	-1	1,316
09900	Painting	98,705	-38,774	59,931	59,525	0	0	59,525	99	406	2,876
10199	Specialties	27,636	62,762	90,398	0	90,398	0	90,398	100	0	9,040

Any overruns are not specifically approved with this review and need to be resolved prior to final payment application. Any additional costs will need to be fully resolved with Change Order 02.

J.E. Dunn Construction Company

CONTINUATION SHEET

AIA DOCUMENT G703

Page: 3

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

APPLICATION NUMBER: 16

APPLICATION DATE: 09-Oct-2023

INVOICE NO.:

PERIOD TO: 30-Sep-2023

21046300016

PROJECT NO: 21046300

A	B	C			D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED (D+E)		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER- %(G/C)	BALANCE TO FINISH	RETAINAGE	
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD						
10800	Site Furnishings	447,280	-148,113	299,167	115,761	71,966	0	187,727	63	111,440	12,985	
11600	Food Service Equipment	504,142	-89,449	414,693	0	423,237	0	423,237	102	-8,544	42,324	
12510	Boardwalk	390,947	-390,947	0	0	0	0	0	0	0	0	
15400	Plumbing & HVAC	1,228,350	489,344	1,717,694	1,715,353	0	0	1,715,353	100	2,341	85,768	
16000	Electrical	1,549,371	373,445	1,922,816	1,440,412	440,717	0	1,881,129	98	41,687	72,021	
35000	Escalation Allowance	192,065	-192,065	0	0	0	0	0	0	0	0	
	DIRECT COSTS Total:	13,749,678	1,146,145	14,895,823	13,538,028	1,164,626	0	14,702,654	99	193,169	735,461	
05	CONTINGENCY											
		447,515	-452,410	-4,895	1,904	14,580	0	16,484	-337	-21,379	1,553	
	CONTINGENCY Total:	447,515	-452,410	-4,895	1,904	14,580	0	16,484	-337	-21,379	1,553	
06	FEE											
		389,566	16,731	406,297	371,396	30,223	0	401,620	99	4,677	0	
	FEE Total:	389,566	16,731	406,297	371,396	30,223	0	401,620	99	4,677	0	
400001	Outstanding City Directed Changes											
21046300	Central Park Pavilion and Site Improvements	0	-1,104	-1,104	0	0	0	0	-0	-1,104	0	
	Outstanding City Directed Changes Total:	0	-1,104	-1,104	0	0	0	0	-0	-1,104	0	
Total:		15,955,803	685,971	16,641,774	15,227,249	1,239,161	0	16,466,411	99	175,363	737,014	
Project Total:		15,955,803	685,971	16,641,774	15,227,249	1,239,161	0	16,466,411	99	175,363	737,014	

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT

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

Invoice

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

olsson

October 12, 2023
Invoice No: 473126

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

Invoice Total	\$1,192.50
---------------	------------

Olsson Project # 022-03277 La Vista City Park Pavilion Testing
Professional services rendered through September 30, 2023 for work completed in accordance with our Agreement dated June 1, 2022.

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

Phase	400	Project Management			
Labor					
			Hours	Rate	Amount
Project Manager			1.50	115.00	172.50
	Totals		1.50		172.50
	Total Labor				172.50
		Total this Phase			\$172.50

Phase	500	SWPPP			
Fee					
Number of internal units	1.00				
Fee Each	900.00				
Subtotal	900.00				
		Subtotal			900.00
		Total this Phase			\$900.00

AMOUNT DUE THIS INVOICE \$1,192.50

CHYCPA-1
PMD 10/28/23
16.71.0917.000 - PARK 18001

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

LAMP RYNEARSON

14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
[P] 402.496.2498
[F] 402.496.2730
LampRynearson.com

July 07, 2023

Invoice No: 0122067.01 - 00002.1

Patrick M. Dowse
City of La Vista, NE
8116 Park View Boulevard
La Vista, NE 68128

Project 0122067.01 La Vista Pavement Asset Management
Professional Services through June 17, 2023

Task 101 UBAS Year 2023

PROFESSIONAL PERSONNEL

	Hours	Rate	Amount
Senior Group Leader III			
Oligmueller, Virgil	3.00	278.00	834.00
Construction Coordinator II			
Wight, Steve	34.00	92.00	3,128.00
Totals	37.00		3,962.00
Total Labor			3,962.00

Reimbursable Expenses

Mileage/Fuel/Auto Rental	90.25	
Total Reimbursables	90.25	90.25

Total this Task \$4,052.25

TOTAL INVOICE AMOUNT \$4,052.25

CHTC PA-1
PMD 10/28/23

05.710917.ccc - GIRT23011



PLEASE REMIT PAYMENT TO:

Lamp Rynearson
14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
[P] 402.496.2498

9001 State Line Rd., Ste. 200
Kansas City, MO 64114
[P] 816.361.0440
[F] 816.361.0045
LampRynearson.com

October 26, 2023

Invoice No: 0323026.01 - 0000002

Jeff Calentine
Deputy Director of Public Works
City of La Vista, NE
8116 Park View Boulevard
La Vista, NE 68128

Project 0323026.01 La Vista 2023 Pavement Condition

Professional Services through October 14, 2023

Task 100 Design Services

Professional Personnel

	Hours	Rate	Amount	
Project Manager II	2.90	163.00	472.70	
Project Engineer IV	5.30	147.00	779.10	
Project Engineer III	9.60	135.00	1,296.00	
Totals	17.80		2,547.80	
Total Labor				2,547.80

Consultants

Other Contracted Services

10/14/2023	Stantec Consulting Services Inc.	Professional Services Pavement Asset Mgmt	27,685.40	
	Total Consultants		27,685.40	27,685.40

Total this Task \$30,233.20

Billing Limits

	Current	Prior	To-Date
Total Billings	30,233.20	789.70	31,022.90
Limit			37,700.00
Remaining			6,677.10

Total this Invoice \$30,233.20

OK to Pay
PMD 10/31/23

CF. 71.0917.000 - STR 23410



Insured Name
CITY OF LA VISTA

Agent Name
F N I C

Account Number
8033P6186

Account Bill

Date Of This Bill

10/27/2023

Pay Minimum Amount

\$316,629.50

Payment Must Be Received By

11/16/2023

Pay Total Amount

\$633,259.00

Account Billing Summary

Policy Number	Policy Type	Policy Period	Min. Due	Balance	Insuring Company**
1P117480-UB	Workers Comp	10/01/23 - 10/01/24	\$120,649.50	\$241,299.00	67
21P32689-ZLP	Comm Package PL	10/01/23 - 10/01/24	\$56,177.50	\$112,355.00	21
21P32690-ZUP	Umbrella/Excess	10/01/23 - 10/01/24	\$14,478.50	\$28,957.00	68
9N79988A-630	Commercial Package	10/01/23 - 10/01/24	\$80,520.50	\$161,041.00	31
2C414565-810	Automobile	10/01/23 - 10/01/24	\$44,803.50	\$89,607.00	66
Current Installment Charge				—	
Total Balance			\$316,629.50	\$633,259.00	

**** Insuring Company**

21 - THE CHARTER OAK FIRE INSURANCE COMPANY

31 - THE TRAVELERS INDEMNITY COMPANY

66 - THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

67 - THE TRAVELERS INDEMNITY COMPANY OF AMERICA

68 - TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

01.00.0019.000 75%

02.00.0019.000 25%

Consent Agenda *Rhe*
11/1/23

TRAVELERS
F N I C
14010 FNB PRWY STE 300
OMAHA NE 68154

03395-L2

Page 01 of 03

Account Bill

Account No. 6107B9251
Date of This Bill 10/06/23

TOTAL BALANCE
\$22,940.00
MINIMUM DUE
\$22,940.00

CITY OF LA VISTA
8116 PARK VIEW BOULEVARD
ATTN: PAM BUETHE
LA VISTA NE 68128

PAYMENT MUST BE RECEIVED BY:
OCTOBER 26, 2023

Account Name CITY OF LA VISTA

ACCOUNT BILLING SUMMARY

POLICY	PRINCIPAL/INSURED	POLICY PERIOD	MIN. DUE	BALANCE	CO
0107157595 LB CITY OF LA VISTA		10/01/23	\$22,940.00	\$22,940.00	12
TOTAL BALANCE			\$22,940.00	\$22,940.00	

TRANSACTIONS SINCE LAST STATEMENT

Total Transactions (See Transaction Detail Section)	+22,940.00
TOTAL BALANCE	\$22,940.00

TRANSACTION DETAIL

POLICY NUMBER 0107157595 LB LIABILITY	
10/01/23 Renewal	22,940.00
TOTAL TRANSACTIONS	\$22,940.00

CONTINUED ON NEXT PAGE

75% 01.00.0019,
25% 02.00.0019.

Please detach the payment coupon and mail with your payment in the enclosed envelope to:
TRAVELERS CL REMITTANCE CENTER, PO BOX 660317, DALLAS, TX 75266-0317.

Payment Coupon Make checks payable to: TRAVELERS

F N I C
CITY OF LA VISTA
6107B9251

Include Account Number on the check.

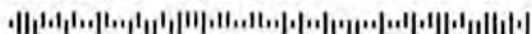


Change of Address?
Place an "X" here.
Print changes on reverse side.

PAYMENT MUST BE RECEIVED BY
OCTOBER 26, 2023

TOTAL BALANCE
\$22,940.00
MINIMUM DUE
\$22,940.00
AMOUNT ENCLOSED

TRAVELERS CL REMITTANCE CENTER
PO BOX 660317
DALLAS, TX 75266-0317



9936313037023932353140393939393900229400000229400064

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 7, 2023 AGENDA**

Subject:	Type:	Submitted By:
ELECTION OF DIRECTORS TO THE LA VISTA METROPOLITAN COMMUNITY COLLEGE BOARD OF DIRECTORS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared to designate and ratify, as well as affirm and approve the re-election of, the City's three directors of the La Vista Metropolitan Community College Board of Directors for the purposes of the Condominium Board for the public library and MCC Sarpy Center and approving actions of the directors at the 2023 Annual Meeting.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

Currently, the City Council has elected the following persons to the Condominium Board:

- City Administrator
- Library Director
- Building Superintendent

It is proposed that Council designate these positions to hold a seat on the Board on behalf of the City. Additionally, the Condominium Board of Directors will hold its annual meeting on November 13, 2023 at which time the above directors will take action on behalf of the City.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO ELECT DIRECTORS OF THE LA VISTA/METROPOLITAN COMMUNITY COLLEGE BOARD OF DIRECTORS.

WHEREAS, the City of La Vista Facilities Corporation ("City Facility Corporation") and the Metropolitan Community College Facilities Corporation made and entered a Declaration and Master Deed of La Vista Metropolitan Community College Condominium Property Regime dated December 29, 1997 ("Declaration") for the purposes of administering the condominium property regime and maintaining common areas of the Library/Sarpy Center; and

WHEREAS, the La Vista/Metropolitan Community College Condominium Owners Association, Inc., ("Association") was incorporated for purposes of administering the condominium property regime and maintaining the common areas under the Declaration, and the Association is governed by a Board of Directors; and

WHEREAS, pursuant to Article 1.24 of the Declaration, as amended, the City Facilities Corporation delegated to and authorized the City of La Vista ("City") to exercise voting rights with respect to the Association and its Board of Directors, and the City desires to exercise said voting rights to elect Directors of the Association; and

WHEREAS, the following positions (and the individuals holding the titles) have been designated by the Mayor and City Council to be the City's three directors ("City's Director's) on the Association's Board of Director's (Association's Board):

City Administrator
Library Director
Building Superintendent

WHEREAS, the Association will hold its 2023 Annual Meeting on November 13, 2023, at which time and at such meeting the City's Directors voted on behalf of the City and in accordance with the desire of the City Council and the Mayor to nominate and re-elect the City's Director's to the Association's Board; and

WHEREAS, the Mayor and City Council desire to designate, and ratify, affirm and approve the election of the City's Directors;

NOW, THEREFORE, BE IT RESOLVED, that the following are hereby designated and elected to serve as the City's appointees to the Board of Director's of the Association:

City Administrator
Library Director
Building Superintendent

and further that their attendance, participation, voting and exercise of other rights on behalf of the City (in exercise of the delegated rights of the City Facilities Corporation) to nominate and elect said individuals as directors at the annual meeting of the Association to be held November 13, 2023 (and all other related actions) are hereby ratified, affirmed and approved.

PASSED AND APPROVED THIS 7TH DAY OF NOVEMBER 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
140728	10/18/2023	CANCINO LEMUS, MARICRUZ	175.50	N
140729	10/18/2023	DESIGN WORKSHOP INC	9,110.00	N
140730	10/18/2023	DLR GROUP	5,250.00	N
140731	10/18/2023	HDR ENGINEERING INC	305.11	N
140732	10/18/2023	HGM ASSOCIATES, INC.	85,782.00	N
140733	10/18/2023	NL & L CONCRETE	293,738.56	N
140734	10/18/2023	OLSSON, INC.	3,463.50	N
140735	10/18/2023	POLLOCK, RHONDA	175.50	N
140736	10/18/2023	PUBLIC SECTOR SEARCH & CONSULTING	16,000.00	N
140737	10/18/2023	SAMPSON CONSTRUCTION CO., INC	28,863.96	N
140738	10/18/2023	THOMPSON DREESSEN & DORNER, INC.	9,318.50	N
140739	10/27/2023	UNITED STATES POSTAL SERVICE	1,772.92	N
2772(E)	10/31/2023	ACTIVE NETWORK LLC	179.83	N
2773(E)	10/31/2023	BOK FINANCIAL	1,108,781.83	N
2774(E)	10/31/2023	CENTURY LINK/LUMEN	757.33	N
2775(E)	10/31/2023	COX COMMUNICATIONS, INC.	467.15	N
2776(E)	10/31/2023	GREATAMERICA FINANCIAL SERVICES	1,584.31	N
2777(E)	10/31/2023	MARCO INCORPORATED	147.87	N
2778(E)	10/31/2023	METROPOLITAN UTILITIES DISTRICT	21,439.74	N
2779(E)	10/31/2023	MID-AMERICAN BENEFITS INC	16,848.22	N
2780(E)	10/31/2023	NE DEPT OF REV-MOTOR FUEL TAX	673.12	N
2781(E)	10/31/2023	NE DEPT OF REVENUE-LOTT/51	79,325.00	N
2782(E)	10/31/2023	NE DEPT OF REVENUE-SALES TAX	188.21	N
2783(E)	10/31/2023	OMAHA PUBLIC POWER DISTRICT	47,506.38	N
2784(E)	10/31/2023	PAYROLL MAXX	435,676.44	N
2785(E)	10/31/2023	U.S. CELLULAR	1,872.13	N
140740	10/31/2023	UNITED STATES POSTAL SERVICE	1,628.75	N
2786(A)	11/07/2023	ABM INDUSTRIES, INC	14,092.07	N
140741	11/07/2023	3CMA MEMBERSHIP	800.00	N
140742	11/07/2023	AA WHEEL & TRUCK SUPPLY INC	14.49	N
140743	11/07/2023	AED ZONE	1,903.00	N
140744	11/07/2023	AKRS EQUIPMENT SOLUTIONS, INC.	128.84	N
140745	11/07/2023	AMAZON CAPITAL SERVICES, INC.	1,655.07	N
140747	11/07/2023	AMERICAN LEGAL PUBLISHING CO	1,393.38	N
140748	11/07/2023	ARNOLD MOTOR SUPPLY	43.97	N
140749	11/07/2023	AT&T MOBILITY LLC	98.38	N
140750	11/07/2023	AWARDS AND MORE COMPANY	86.62	N
140751	11/07/2023	BACON LETTUCE CREATIVE	3,800.00	N
140752	11/07/2023	BIBLIOTHECA LLC	6,791.73	N
140753	11/07/2023	BISHOP BUSINESS EQUIPMENT	1,308.67	N
140754	11/07/2023	BISHOP BUSINESS EQUIPMENT COMPANY	1,214.95	N
140755	11/07/2023	BLUE TO GOLD LLC	9,900.00	N
140756	11/07/2023	BRITE IDEAS DECORATING	5,233.00	N
140757	11/07/2023	BS&A SOFTWARE	28,068.00	N
140758	11/07/2023	CALENTINE, JEFFREY	227.94	N
140759	11/07/2023	CARAHSOFT TECHNOLOGY CORPORATION	341.41	N
140760	11/07/2023	CASSEM, TIERNEY, ADAMS, GOTCH	3,480.00	N

Check #	Check Date	Vendor Name	Amount	Voided
140761	11/07/2023	CENTER POINT, INC.	284.04	N
140762	11/07/2023	CHRISTENHAM, JEFF A.	150.00	N
140763	11/07/2023	CINTAS CORPORATION NO. 2	115.32	N
140764	11/07/2023	CITY OF PAPILLION	37,558.49	N
140765	11/07/2023	CONCRETE SUPPLY, INC.	1,535.38	N
140766	11/07/2023	CONSOLIDATED MANAGEMENT CO	5.50	N
140767	11/07/2023	CONTINENTAL RESEARCH CORPORATION	318.47	N
140768	11/07/2023	CONVERGINT TECHNOLOGIES LLC	4,226.59	N
140769	11/07/2023	CUMMINS SALES AND SERVICE	721.66	N
140770	11/07/2023	D & K PRODUCTS	1,191.70	N
140771	11/07/2023	DANIELSON TECH SUPPLY INC	453.85	N
140772	11/07/2023	DAVIS & STANTON	355.00	N
140773	11/07/2023	DAWN KOWAL	30.00	N
140774	11/07/2023	DEBRA HALE	407.00	N
140775	11/07/2023	DELL MARKETING L.P.	2,201.51	N
140776	11/07/2023	DIAMOND VOGEL PAINTS	566.99	N
140777	11/07/2023	DILLON BROS HARLEY DAVIDSON	578.96	N
140778	11/07/2023	DOG AND PONY PRODUCTIONS INC	4,000.00	N
140779	11/07/2023	DXP ENTERPRISES INC	25.10	N
140780	11/07/2023	EYMAN PLUMBING INC	822.00	N
140781	11/07/2023	FASTENAL COMPANY	874.99	N
140782	11/07/2023	FIKES COMMERCIAL HYGIENE LLC	33.00	N
140783	11/07/2023	FIRST NATIONAL BANK OF OMAHA	141.60	N
140784	11/07/2023	FUN EXPRESS LLC	1,605.91	N
140785	11/07/2023	GALE	269.15	N
140786	11/07/2023	GALLS LLC	46.05	N
140787	11/07/2023	GRAINGER	692.60	N
140788	11/07/2023	GRASS PAD INC	266.76	N
140789	11/07/2023	GREAT PLAINS UNIFORMS	210.00	N
140790	11/07/2023	GREGG YOUNG CHEVROLET INC	414.41	N
140791	11/07/2023	GROSS BELGIANS INC	1,400.00	N
140792	11/07/2023	GUARDIAN ALLIANCE TECHNOLOGIES INC	102.00	N
140793	11/07/2023	GUNN, BRENDA	1,357.20	N
140794	11/07/2023	HANEY SHOE STORE	595.99	N
140795	11/07/2023	HENRIQUEZ, ALEXANDER	46.37	N
140796	11/07/2023	HENRIQUEZ, ALEXANDER	32.50	N
140797	11/07/2023	HITOUCH BUSINESS SERVICES	92.98	N
140798	11/07/2023	HOBBY LOBBY STORES INC	90.36	N
140799	11/07/2023	HONEYMAN RENT-ALL #1	2,123.90	N
140800	11/07/2023	HOTSY EQUIPMENT COMPANY	507.70	N
140801	11/07/2023	HY-VEE GAS	90.00	N
140802	11/07/2023	INDUSTRIAL SALES COMPANY INC	129.29	N
140803	11/07/2023	INGRAM LIBRARY SERVICES LLC	2,542.71	N
140804	11/07/2023	J & J SMALL ENGINE SERVICE	571.27	N
140805	11/07/2023	LABRIE, DONALD P	150.00	N
140806	11/07/2023	LANGUAGE TESTING INTERNATIONAL, INC	63.00	N
140807	11/07/2023	LARSEN SUPPLY COMPANY	507.57	N

Check #	Check Date	Vendor Name	Amount	Voided
140808	11/07/2023	LIBRA INDUSTRIES INC	371.00	N
140809	11/07/2023	LIBRARY IDEAS LLC	9.00	N
140810	11/07/2023	LOGAN CONTRACTORS SUPPLY	86.40	N
140811	11/07/2023	LOGO LOGIX EMBROIDERY & SCREEN	46.00	N
140812	11/07/2023	LOWE'S CREDIT SERVICES	825.90	N
140813	11/07/2023	MACQUEEN EQUIPMENT LLC	458.15	N
140814	11/07/2023	MATHESON TRI-GAS INC	205.23	N
140815	11/07/2023	MCCARTHY, DANIEL	150.00	N
140816	11/07/2023	MENARDS-BELLEVUE	56.16	N
140817	11/07/2023	MENARDS-RALSTON	1,156.83	N
140819	11/07/2023	METROPOLITAN COMMUNITY COLLEGE	24,870.11	N
140820	11/07/2023	MIDWEST TAPE	169.68	N
140821	11/07/2023	MITCHELL1	3,300.00	N
140822	11/07/2023	MSC INDUSTRIAL SUPPLY CO	2,199.75	N
140823	11/07/2023	NDEE SWIMMING POOLS	115.00	N
140824	11/07/2023	NE DEPT OF LABOR-WORKFORCE DEV	3,947.85	N
140825	11/07/2023	NEBRASKA IOWA DOOR SERVICES, INC.	22.00	N
140826	11/07/2023	NEBRASKA LAW ENFORCEMENT	50.00	N
140827	11/07/2023	NEBRASKA LIBRARY COMMISSION	1,229.50	N
140828	11/07/2023	NMC GROUP INC	325.07	N
140829	11/07/2023	NPAS, INC	1,092.56	N
140830	11/07/2023	NSG LOGISTICS, LLC	16,135.42	N
140831	11/07/2023	OFFICE DEPOT INC	1,489.41	N
140832	11/07/2023	OMAHA TACTICAL LLC	235.00	N
140833	11/07/2023	OMAHA WINNELSON SUPPLY	623.18	N
140834	11/07/2023	OMAHA WORLD-HERALD	139.40	N
140835	11/07/2023	OMNI ENGINEERING	202.35	N
140836	11/07/2023	ONE CALL CONCEPTS INC	515.60	N
140837	11/07/2023	PAPILLION LA VISTA PUBLIC SCHOOLS	11,572.50	N
140838	11/07/2023	PAPIO VALLEY NURSERY INC	117.00	N
140839	11/07/2023	PER MAR SECURITY SERVICES	198.30	N
140840	11/07/2023	PITNEY BOWES GLOBAL FIN SVCS	429.99	N
140841	11/07/2023	POLLOCK, RHONDA	44.66	N
140842	11/07/2023	PORT-A-JOHNS	705.00	N
140843	11/07/2023	POSITIVE CONCEPTS/ATPI	466.00	N
140844	11/07/2023	PREDATOR CUSTOM TRAILER	1,215.61	N
140845	11/07/2023	PUBLIC RESTROOM COMPANY	33,938.00	N
140846	11/07/2023	QUICK, TERRILYN	407.00	N
140847	11/07/2023	RED EQUIPMENT LLC	147.02	N
140848	11/07/2023	REGAL AWARDS INC.	135.35	N
140849	11/07/2023	RESOURCE RENTAL CENTER INC	1,430.00	N
140850	11/07/2023	ROLLIE'S FLOORING	9,384.00	N
140851	11/07/2023	SARPY COUNTY SHERIFF'S OFFICE	5,000.00	N
140852	11/07/2023	SARPY DOUGLAS LAW ENFORCE. ACADEMY	32,587.24	N
140853	11/07/2023	SECURITY EQUIPMENT INC.	2,340.51	N
140854	11/07/2023	SIGN IT	4,215.50	N
140855	11/07/2023	SUN VALLEY LANDSCAPING	28.00	N

Check #	Check Date	Vendor Name	Amount	Voided
140856	11/07/2023	THE COLONIAL PRESS, INC	180.33	N
140857	11/07/2023	THE PENWORTHY COMPANY	546.64	N
140858	11/07/2023	THE SCHEMMER ASSOCIATES INC	1,400.00	N
140859	11/07/2023	TRANS UNION RISK AND ALT. DATA SOL.	75.00	N
140860	11/07/2023	TY'S OUTDOOR POWER & SERVICE	40.81	N
140861	11/07/2023	UNITED DISTRIBUTORS INC	107.59	N
140862	11/07/2023	UNMC	107.00	N
140863	11/07/2023	VAN-WALL EQUIPMENT INC	16.08	N
140864	11/07/2023	VOIANCE LANGUAGE SERVICES, LLC	53.91	N
140865	11/07/2023	WALMART COMMUNITY BRC	799.43	N
140866	11/07/2023	WASTE MANAGEMENT NEBRASKA	290.91	N
140867	11/07/2023	WEMHOFF, ASHLEY	274.00	N
140868	11/07/2023	WESTLAKE HARDWARE INC NE-022	32.63	N
140869	11/07/2023	WESTLAKE HARDWARE INC NE-022	1,544.32	N
140870	11/07/2023	WIRELESS CCTV LLC	180.00	N
140871	11/07/2023	WOODHOUSE FORD-BLAIR	58.53	N
157	CHECKS PRINTED	TOTAL CLAIM AMOUNT:	\$2,492,213.66	0

Check #	Check Date	Vendor Name	Amount	Voided
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APPROVED BY COUNCIL MEMBERS ON: 11/07/2023

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 7, 2023 AGENDA**

Subject:	Type:	Submitted By:
ZONING TEXT AMENDMENTS SECTIONS 2.20 – DEFINITIONS: S, AND SECTION 5.10 C-1 SHOPPING CENTER COMMERCIAL DISTRICT	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	CALE BRODERSEN ASSOCIATE CITY PLANNER

SYNOPSIS

A public hearing has been scheduled and ordinance prepared to amend Sections 2.20 and 5.10 of the La Vista Zoning Ordinance regarding the addition of the “CBD store” use in addition to a clarification that wellness-oriented CBD stores that do not sell smokable products or paraphernalia shall not be subject to the buffer requirements for age-sensitive uses such as smoke shops, tobacco stores, and liquor stores.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

In December of 2021, zoning text amendments were adopted into the La Vista Zoning Ordinance that established a definition for “smoke shop and tobacco store” and introduced the land use classification into the C-1 Shopping Center Commercial District as a permitted use with some use limitations. The limitations specified that the grouping of age-sensitive uses (smoke shops, tobacco stores, and liquor stores) shall be discouraged, and created a required buffer (cannot be within 1,000 feet of each other, measured from property line to property line, or within 300 feet of a school, childcare facility, or other place where children regularly gather or are present).

Recently, the owner of a wellness-oriented CBD boutique attempted to open a store in a shopping center within the C-1 zoning district. However, their proximity to a childcare center meant that they were not able to open as the sale of CBD products meant that they were classified as a “smoke shop”, and therefore subject to the buffer requirements. The intent of the 2021 zoning text amendments was not to restrict businesses such as this wellness-oriented CBD boutique that limit their sales to wellness-oriented products, so staff are recommending some clarifying changes. These proposed amendments adjust the definition of smoke shop and tobacco store to include “CBD store”, and also specify that CBD stores that are wellness-oriented and do not sell smokable products or paraphernalia shall not be subject to the buffer requirements.

The Planning Commission held a public hearing on October 19, 2023, and 7-0 to recommend approval of the Zoning Text Amendments.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 2.20 AND 5.10 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTION 2.20 AND 5.10 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

SECTION 1. Amendment of Section 2.20. Section 2.20 of the Ordinance No. 848 is hereby amended to read as follows:

Section 2.20 - Definitions: S

SATELLITE DISH ANTENNA shall mean a round, parabolic antenna incorporating a reflective surface that is solid, open mesh, or bar configured and is in the shape of a shallow dish, or cone and used to transmit and/or receive radio or electromagnetic waves.

SCREENING shall mean a structure or planting that conceals from view from public ways the area behind such structure or planting.

SELF-SERVICE STORAGE FACILITY shall mean a building or group of buildings containing individual, compartmentalized, and controlled access stalls or lockers for storage.

SERVICE STATIONS shall mean buildings and premises where the primary use is the supply and dispensing at retail of motor fuels, lubricants, batteries, tires, and motor vehicle accessories and where light maintenance activities such as engine tune-ups, lubrications, and washing may be conducted, but not including heavy maintenance and repair such as engine overhauls, painting, and body repair.

SETBACK, FRONT YARD shall mean the line which defines the depth of the required front yard. Said setback line shall be parallel with the right-of-way line or other access way. (Ordinance No. 1083, 2-17-09)

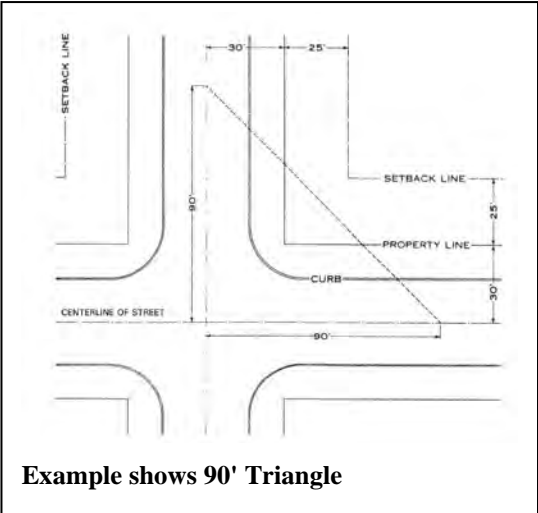
SETBACK, REAR YARD OR SIDE YARD shall mean the line which defines the width or depth of the required rear or side yard. Said setback line shall be parallel with the property line, offset by the perpendicular distance prescribed for the yard in the district. (Ordinance No. 1083, 2-17-09)

SHOPPING CENTER shall mean a group of commercial establishments planned, constructed, and managed as a total entity with customer and employee parking provided on-site, provisions for goods delivery that is separated from customer access, aesthetic considerations, and protection from the elements.

SHOPPING CENTER, COMMERCIAL STRIP shall mean a commercial development, usually one store deep, that fronts on a major street for a distance of one city block or more. Includes individual buildings on their own lots, with or without on-site parking and small linear shopping centers with shallow on-site parking in front of the stores.

SHOPPING CENTER, OUTLET shall mean a commercial development that consists mostly of manufacturers' outlet stores selling their own brands at a discounted price. This definition includes all forms of centers, such as strip style, enclosed mall style, and village clustered style centers.

SIGHT TRIANGLE is an area at a street intersection in which nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede vision between a height of two-and-a-half (2 ½) feet and ten (10) feet above the grades of the bottom of the curb of the intersecting streets, measured from the point of intersection of the centerline of the streets, sixty (60) feet in each direction along the centerline of the streets. At the intersection of major or other arterial streets, the sixty (60) foot distance shall be increased to ninety (90) feet for each arterial leg of the intersection. (Ordinance No. 891, 2-04-03)



SIGN shall mean and include any outdoor display, declaration, device, figure, drawing, illustration, message, placard, poster, billboard, insignia, or other things which are designed, intended, or used for direction, information, identification, or to advertise, to inform, or to promote any business, product activity, service, or any interest, except the following:

Signs less than fifty (50) square feet in area and less than twenty-five (25) feet in height of a public or quasi-public nature or other official notices that are authorized by the State of Nebraska, City of La Vista, or a Federal Government Agency, directional, informational, or other official signs or notices authorized by law.

SIGN, ANIMATED shall mean any sign that uses movement or change of lighting to depict action or create a special effect or scene.

SIGN AREA shall refer to that portion of a sign on which copy can be placed but not including the minimal supporting framework or bracing. The area of individually painted letter signs, individual letter signs or directly or indirectly illuminated individual letter signs, shall be calculated on the basis of the smallest geometric figure that will enclose the entire copy area of the sign. Any such calculation shall include the areas between the letters and lines, as well as the areas of any devices, illuminated or non-illuminated. *(Ordinance No. 1083, 2-17-09)*

SIGN, AUDIBLE shall mean any sign that conveys either a written message supported by an audible noise including music, spoken message, and / or sounds to attract attention to the sign. Audible signs also include signs conveying only the audible noise including music, spoken message, and / or sounds to attract attention.

SIGN, BANNER shall mean any sign of lightweight fabric or similar material that is permanently mounted to a pole or building by a permanent frame at one or more edges. National flags, state or municipal flags, or official flag of any institution or business shall not be considered banners. Banner signs shall not represent a commercial message.

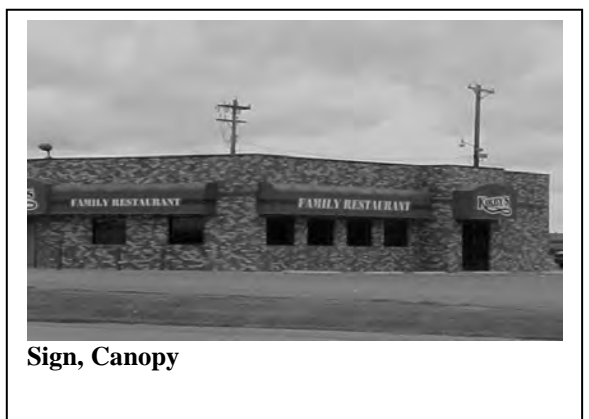


SIGN, BILLBOARD shall mean a sign that identifies or communicates a commercial or noncommercial message related to an activity conducted, a service rendered, or a commodity sold at a location other than where the sign is located.

SIGN, BLADE shall mean a type of projecting sign that is perpendicular to the building, meant to gain visibility for large buildings, or to direct traffic within a pedestrian-oriented development.

SIGN, BUILDING MARKER shall mean any sign indicating the name of a building and date and incidental information about its construction, which sign is cut into a masonry surface or made of bronze or other permanent material.

SIGN, CANOPY shall mean any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy. *(Ordinance No. 1083, 2-17-09)*



SIGN, CENTER IDENTIFICATION shall mean any sign erected to provide direction to a development including multiple uses and / or structures within the development. Center Identification signs shall include the name of said development and may include the names of major tenants of the development. Center Identification Signs shall typically be similar to Ground (Monument) signs. *(Ordinance No. 1083, 2-17-09)*

SIGN, CONSTRUCTION shall mean a temporary sign identifying an architect, engineer, contractor, subcontractor, and/or building material supplier who participates in construction on the property on which the sign is located. ***(Ordinance No. 871, 10-15-02); (Ordinance No. 1083, 2-17-09)***

SIGN, ELECTRONIC MESSAGE BOARD shall mean *any sign capable of displaying words, symbols, figures, or images that can be electronically or mechanically changed by remote or automatic means. (Ordinance No. 1144, 5-17-11)*

SIGN, FLASHING shall mean a sign, which, by method or manner of illumination, flashes on or off, winks or blinks, shows motion, or creates the illusion of being on or off.

SIGN, FREESTANDING shall mean any sign supported by uprights or braces placed on or in the ground, which is used principally for advertising or identification purposes and is not supported by any building.



Sign, Monument
Sign, Electronic Message
Sign, Flashing

SIGN, IDENTIFICATION shall mean a sign giving the nature, logo, trademark, or other identifying symbol; address; or any combination of the name, symbol, and address of a building, business, development, or establishment on the premises where it is located.

SIGN, ILLUMINATED shall mean a sign illuminated in any manner by an artificial light source.

SIGN, INCIDENTAL shall mean a sign, generally informational, that has a purpose secondary to the use of the zone lot on which it is located, such as “no parking,” “entrance,” “loading only,” “telephone,” and other similar directives. No sign with a commercial message legible from a position off the zone lot on which the sign is located shall be considered incidental. Incidental signs may be attached or painted on the wall, *or they may be freestanding signs. (Ordinance No. 1083, 2-17-09)*

SIGN, MARQUEE shall mean a sign affixed to or made part of any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.

SIGN, MONUMENT shall mean a sign mounted directly to the ground with a maximum height not to exceed ten (10) feet.

SIGN, NAMEPLATE shall mean a sign not exceeding two (2) square feet for each dwelling.

SIGN, NONCONFORMING shall mean any sign that does not conform to the requirements of this ordinance.



Sign, Monument

SIGN, OFF-PREMISES shall mean a sign including the supporting sign structure which directs the attention of the general public to a business, service, or activity not usually conducted, or a product not offered or sold, upon the premises where such sign is located.

SIGN, ON-PREMISE shall mean a sign, display, or device-advertising activities conducted on the property on which such sign is located.

SIGN, PENNANT shall mean any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move in the wind.

SIGN, POLE shall mean a sign that is mounted on a freestanding pole or other support so that the bottom edge of the sign face is six (6) feet or more above grade.

SIGN, PORTABLE shall mean a sign, usually of a temporary nature, not securely anchored to the ground or to a building or structure and which obtains some or all of its structural stability with respect to wind or other normally applied forces by means of its geometry or character. Examples are: menu and sandwich board signs, balloons used as signs, umbrellas used for advertising, and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operations (deliveries and transportation of personnel) of the business. This definition also includes any and all sandwich boards supported by human beings or animals.

SIGN, PROJECT DIRECTORY shall mean a sign fronting on a road containing only the name of the principal use and directional arrow to the principal use. Project directory signs are intended to direct attention to planned multi-tenant developments which are not easily accessible off of such roads and where on-premise signage for that development (or any tenants within the development) would not otherwise be visible by the motorists traveling on nearby arterial or collector roads at the closest point of access. (Ordinance No. 1144, 5-17-11)



Sign, Projecting

SIGN, PROJECTING shall mean a projecting sign attached to a building in such a manner that its leading edge extends more than eight (8) inches beyond the surface of such building or wall.

SIGN, REAL ESTATE shall mean a temporary sign that identifies property or properties that are for sale or lease.

SIGN, ROOF shall mean a sign identifying the name of a business, enterprise, district, or development, and erected on or over the roof of a building. (Ordinance No. 1083, 2-17-09)

SIGN SETBACK shall mean the horizontal distance from the property line to the nearest projection of the existing or proposed sign.

SIGN, SUBDIVISION shall mean a sign erected on a subdivision which identifies the platted subdivision where the sign is located.

SIGN SURFACE shall mean the entire area of a sign.

SIGN, SUSPENDED shall mean a sign that is suspended from the underside of a horizontal plane surface and is supported by such surface.



Sign, Subdivision

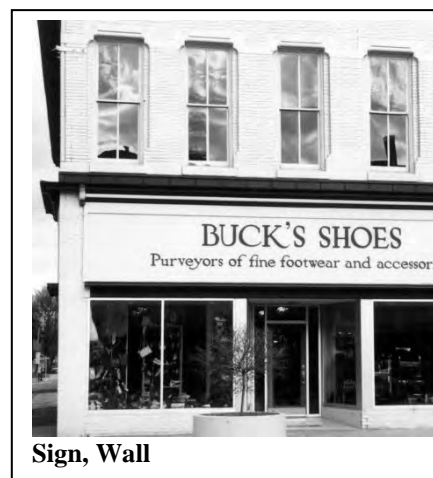
SIGN, TEMPORARY shall mean a sign constructed of cloth, fabric, or other material with or without a structural frame intended for a limited period of display, including displays for holidays or public demonstrations. Temporary signs shall include portable signs as defined in this section.

SIGN, VIDEO shall mean any on-premises or off-premises sign that conveys either a commercial or non-commercial message, including a business or organization name, through means of a television or other video screen. This definition shall include electronic message board signs. (Ordinance No. 1083, 2-17-09)

SIGN, WALL shall mean any sign attached parallel to, but within eight inches of, a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one sign surface.

SIGN, WINDOW shall mean any sign, pictures, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service, that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window.

SIGN BASE shall mean any decorative, functional element extending upward from grade to the start of the sign.



Sign, Wall

SIMILAR USE shall mean the use of land, buildings, or structures of like kind or general nature with other uses within a zoning district as related to bulk, intensity of use, traffic generation and congestion, function, public services requirements, aesthetics or other similarities.

SITE PLAN shall mean a plan, prepared to scale, showing accurately and with complete dimensioning, the boundaries of a site and the location of all buildings, structures, uses, drives, parking, drainage, landscape features, and other principal site development improvements for a specific parcel of land.

SMOKE SHOP, TOBACCO STORE, AND CBD STORE each shall mean any premises dedicated to the display, sale, distribution, delivery, offering, furnishing, use or marketing of tobacco products, tobacco paraphernalia, electronic nicotine delivery systems, alternative nicotine products, or cannabidiol (CBD) products, or the sale, inhalation, ingestion, absorption, or other means of consumption or use of any such products, provided each such activity occurring on the premises is legally permissible under all applicable federal and State of Nebraska laws, rules, and regulations in existence on January 1, 2022; and provided, further, that any grocery store, supermarket, convenience store, or similar retail use that only sells conventional cigars, cigarettes, CBD products, or tobacco as an ancillary sale shall not be defined as a "smoke shop", "tobacco store", or "CBD store". **(Ordinance No. 1433, 12-7-21)**

SOCIAL CLUB OR FRATERNAL ORGANIZATIONS shall mean an association of persons (whether or not incorporated), religious or otherwise, for a common purpose, but not including groups which are organized primarily to render a service carried on as a business for profit. **(Ordinance No. 1083, 2-17-09)**

SOLAR ENERGY CONVERSION SYSTEM (SECS) shall mean any device, such as a solar panel or solar collector or any combination thereof, which collects and converts solar energy to a form of usable energy. This includes both Building-Mounted Systems and Ground-Mounted System. **(Ordinance No. 1389, 3-3-2020)**

SOLID WASTE shall mean waste materials consisting of garbage, trash, refuse, rubble, sewage, offal, dead animals, or paunch manure.

SPECIAL or VOCATIONAL TRAINING FACILITIES shall mean a specialized instructional establishment that provides on-site training of business, commercial, and/or trade skills such as accounting, data processing, and computer repair. This classification excludes establishments providing training in an activity that is not otherwise permitted in the zone. Incidental instructional services in conjunction with another primary use shall not be included in this definition. **(Ordinance No. 1083, 2-17-09)**

SPECIALTY FOOD STORE shall mean a retail establishment that sells only specialized types or classes of staple foods and accessory foods including but not limited to bakeries, donut shops, ice cream stores, produce markets, meat markets, imported food stores, or boutique or health food grocery stores. **(Ordinance No. 1433, 12-7-21)**

SPECIFIED ANATOMICAL AREAS shall mean anatomical areas consisting of:
Less than completely and opaquely covered human genitals, pubic region, buttock, anus, or female breast(s) below a point immediately above the top of the areola; and,
Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

SPECIFIED SEXUAL ACTIVITIES shall mean activities consisting of the following:
Actual or simulated sexual intercourse, oral copulation, anal intercourse, oral-anal copulation, bestiality, direct physical stimulation of unclothed genitals, flagellation or torture in the context of a sexual relationship, or the use of excretory functions in the context of a sexual relationship, and any of the following sexually-oriented acts of conduct: Anilingus, buggery, coprophagy, coprophilia, cunnilingus, fellatio, necrophilia, pederasty, pedophilia, piquerism, sapphism, zooerasty; or

Clearly depicted human genitals in the state of sexual stimulation, arousal, or tumescence; or
Use of human or animal ejaculation, sodomy, oral copulation, coitus, or masturbation; or
Fondling or touching of nude human genitals, pubic region, buttocks, or female breast(s); or
Situation involving a person or persons, any of whom are nude, clad in undergarments or in sexually revealing costumes, and who are engaged in activities involving the flagellation, torture, fettering, binding, or other physical restraint or any such persons; or Erotic or lewd touching, fondling, or other sexually oriented contact with an animal by a human being; or
Human excretion, urination, menstruation, vaginal, or anal irrigation.

STATE shall mean the State of Nebraska.

STORAGE shall mean the keeping, in a roofed or unroofed area, of any goods, junk, material, merchandise, or vehicles on the same tract or premises for more than thirty (30) days.

STORY shall mean a space in a building between the surface of any floor and the surface of the floor above, or if there is not floor above, then the space between such floor and the ceiling or roof above.

STREET shall mean a public thoroughfare or right-of-way dedicated, deeded, or condemned for use as such, other than an alley, which affords the principal means of access to abutting property including avenue, place, way, drive, lane, boulevard, highway, road and any other thoroughfare except as excluded in this Regulation.

STREET, ARTERIAL shall mean a street designed with the primary function of efficient movement of through traffic between and around areas of a City, City, or county with controlled access to abutting property.

STREET, COLLECTOR shall mean a street or highway, which is intended to carry traffic from a minor street to major streets. Collector streets are usually the principal entrance streets to residential developments and the streets for circulation within the development.

STREET FRONTAGE shall mean the distance for which a lot line of a zone lot adjoins a public street, from one lot line intersecting said street to the furthest distant lot line intersecting the same street.

STREET, LOCAL shall mean a street designed for local traffic that provides direct access to abutting residential, commercial, or industrial properties.

STREET, PRIVATE shall mean an open, unoccupied space, other than a street or alley dedicated to the public, but permanently established as the principal means of vehicular access to abutting properties. (*Ordinance No. 1083, 2-17-09*)

STREETSCAPE shall mean the scene as may be observed along a street *right-of-way* composed of natural and man-made components, including buildings, paving, plantings, *poles, signs, benches, and other miscellaneous amenities.* (*Ordinance No. 1083, 2-17-09*)

STRUCTURE shall mean anything constructed or built, any edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, which requires location on the ground or is attached to something having a location on the ground, including swimming and wading pools and covered patios, excepting outdoor areas such as paved areas, walks, tennis courts, and similar recreation areas.

STRUCTURE, TEMPORARY shall mean a structure permitted as a temporary use. (*Ordinance No. 1083, 2-17-09*)

STRUCTURAL ALTERATION shall mean any change in the support members of a building, such as in a bearing wall, column, beam or girder, floor or ceiling joists, roof rafters, roof diaphragms, foundations, piles, or retaining walls or similar components.

SUBDIVISION shall mean the division of land, lot, tract, or parcel into two or more lots, parcels, plats, or sites, or other divisions of land for the purpose of sale, lease, offer, or development, whether immediate or future. (*Ordinance No. 1083, 2-17-09*)

SECTION 2. Amendment of Section 5.10. Section 5.10 of the Ordinance No. 848 is hereby amended to read as follows:

Section 5.10 C-1 Shopping Center Commercial.

5.10.01 **Intent:** *The purpose and intent of the City of La Vista in establishing the C-1 Shopping Center Commercial District is to provide convenient local retail shopping and service areas within the city for all residents and to provide for the development of new local commercial districts where so designated. This includes uses such as retail stores, banks, theaters, business offices, restaurants, and taverns. (Ordinance No. 1253, 6-15-15)*

This district prohibits all exterior storage by a primary use unless a separate Conditional Use Permit is requested for the use and granted by the City.

5.10.02 Permitted uses:

- 5.10.02.01 *Medical/dental offices and business services including: attorneys, banks, insurance, real estate offices, postal stations, credit services, security brokers, dealers and exchange, title abstracting, finance services and investment services; but not including uses defined in Adult Establishment. (Ordinance No. 950, 3-1-05)*
- 5.10.02.02 Child care center.
- 5.10.02.03 Dance studio, not including uses defined in Adult Establishment.
- 5.10.02.04 Meeting hall, not including uses defined in Adult Establishment.
- 5.10.02.05 Museum, art gallery.
- 5.10.02.06 Retail business or service establishment supplying commodities or performing services, such as, or in compatibility with and including the following:
1. Apparel shop.
 2. Appliance store.
 3. Antique store.
 4. Automobile parts and supply store.
 5. Bakery shop (retail).
 6. Barber and Beauty shop.
 7. Bicycle shop.
 8. Book store, not including uses defined in Adult Establishment.
 9. Brew-on premises store.
 10. Camera store.
 11. Communication services.
 12. Computer store.
 13. Confectionery.
 14. Dairy products sales.
 15. Drug store.
 16. Dry cleaning and laundry pickup.
 17. Exercise, fitness and tanning spa, not including uses defined in Adult Establishment.
 18. Food Sales (Limited).
 19. Food Sales (General).
 20. Floral shop.
 21. Mortuary.
 22. Furniture store or showroom.
 23. Gift and curio shop.
 24. Gunsmith.
 25. Hardware store.
 26. Hobby, craft, toy store.
 27. Jewelry store.
 28. Liquor store in conformance with Section 5.10.07.
 29. Locksmith.
 30. Meat market, retail.
 31. Music retail store.
 32. Newsstands, not including uses defined in Adult Establishment.
 33. Paint store.
 34. Photographer.
 35. Picture framing shop.
 36. Reservation center.
 37. Restaurants: Sit-Down, Fast Casual, and Fast Food.
 38. Second hand stores.
 39. Shoe store.
 40. Smoke shop, tobacco store, and CBD store in conformance with Section 5.10.07. (**Ordinance No. 1433, 12-7-21**)
 41. Sporting goods.
 42. Stamp and coin stores.
 43. Tailors and dressmakers.
 44. Tanning salon.
 45. Travel agencies.
 46. Video store, not including uses defined in Adult Establishment.
 47. Social club and fraternal organizations, not including uses defined in Adult Establishment.
 48. Telephone exchange.
 49. Telephone answering service.
 50. Public overhead and underground local distribution utilities.
 51. *Publicly owned and operated facilities. (Ordinance No. 950, 3-1-05)*

52. *Adult Day Care Services (Ordinance No. 1328, 9-18-18)*
53. *Tutoring and Exam Preparation Services (Ordinance No. 1341, 2-5-19)*
54. *Personal Services, not including uses defined in Adult Entertainment Establishment. (Ordinance No. 1369, 10-1-19)*

5.10.03 Permitted Conditional Uses:

- 5.10.03.01 Recreational establishments.
- 5.10.03.02 Department Store.
- 5.10.03.03 Variety store, not including uses defined in Adult Establishment.
- 5.10.03.04 Amusement arcades.
- 5.10.03.05 Brew Pubs.
- 5.10.03.06 Coffee Kiosks.
- 5.10.03.07 Microbreweries when in conjunction with a restaurant.
- 5.10.03.08 Automated Teller Machines when not within the interior of a primary use.
- 5.10.03.09 Theater, indoor, not including uses defined in Adult Establishment.
- 5.10.03.10 Bowling center.
- 5.10.03.11 Business or trade school.
- 5.10.03.12 Commercial greenhouse.
- 5.10.03.13 Mail order services.
- 5.10.03.14 Pinball or video games business.
- 5.10.03.15 Tavern and cocktail lounge, not including uses defined in Adult Establishment.
- 5.10.03.16 Totally enclosed, automated and conveyor-style car washes.
- 5.10.03.17 Convenience store with limited fuel sales.
- 5.10.03.18 Garden supply and retail garden center.
- 5.10.03.19 Outdoor storage in conjunction with another primary use.
- 5.10.03.20 Pet Health Services, provided the following:
 1. Said use is totally enclosed within a building.
 2. Said services shall be provided for dogs, cats, birds, fish, and similar small animals customarily used as household pets.
 3. Typical uses include animal veterinary clinics with overnight boarding, only if medically necessary, not exceeding 48 hours.
 4. Grooming shall only be associated with medical appointment.
 5. This excludes uses for livestock and other large animals and uses for general grooming, dog bathing and clipping salons.
- 5.10.03.21 *Self-storage units, provided:*
 1. *Storage unit is an extension of an existing self-storage unit or facility.*
 2. *The topography and access of the property will limit the development of identified commercial uses.*
 3. *No outdoor storage.*
 4. *Unit or facility provides perimeter fencing in accordance with this ordinance and a vegetative screen of at least six (6) feet in height and twenty (20) feet in width to any adjacent residential zoned property.*
 5. *Lighting on site shall not be directed at or allowed to shine on any residential zoned property.*
 6. *Applications for self-storage units under the terms of this Section shall be accompanied by evidence concerning the feasibility of the proposed request and it's on surrounding property and shall include a site plan defining the areas to be developed with buildings and/or structures, the areas to be developed for parking, driveways and points of ingress and egress, the location and height of walls and fences, the location and type of landscaping, and the location, size and number of signs.*
 7. *Such use shall not be located adjacent to the intersection of two or more arterial streets.*
 8. *The property shall have at least one boundary line that is adjacent to other property that is zoned I-1 Light Industrial or I-2 Heavy Industrial.*
 9. *Such use shall not include storage of explosives or hazardous materials and shall be in accordance with the intent, purpose and spirit of this ordinance and the Comprehensive Development Plan of La Vista, Nebraska.*

(Ordinance No. 954, 7-5-05)
- 5.10.03.22 *Event center, provided:*

- 1. A conditional use permit would need to include specifics to the design and operation of the proposed center and individual activities, including, but not limited to, a detailed site plan and floor plan, a complete list of appointed or designated managers for each event at the center, and a complete description and duration of each event submitted to the city prior to each event.
- 2. Lighting on site shall not be directed at or allowed to shine on any residential zoned property.
- 3. Buildings utilized as event centers shall be accompanied by evidence concerning the feasibility of the proposed request and its effect on surrounding property and shall include a site plan defining the areas to be developed with buildings and/or structures, the areas to be developed for parking, driveways and points of ingress and egress, the location and height of walls and fences, the location and type of landscaping, and the location, size and number of signs.
- 4. All signage shall comply with the City's established regulations. **(Ordinance No. 955, 7-19-05)**

- 5.10.03.23 Animal Specialty Services with or without overnight boarding of animals and outdoor exercise areas. **(Ordinance No. 1253, 6-16-15)**
- 5.10.03.24 Pet Shop. **(Ordinance No. 1253, 6-16-15)**

5.10.04 Permitted Accessory Uses:

- 5.10.04.01 Buildings and uses customarily incidental to the permitted uses.
- 5.10.04.02 Parking as allowed in Section 7.05 through 7.09.
- 5.10.04.03 Signs allowed in Section 7.01 through 7.04.
- 5.10.04.04 Landscaping as required by Section 7.17.
- 5.10.04.05 Solar Energy Conversion Systems as provided for in Section 7.15. **(Ordinance No. 1389, 3-3-2020)**

5.10.05 Permitted Temporary Uses

Temporary Uses require a permit from the City of La Vista and shall be valid only for a specific amount of time as indicated on said permit. *All platted lots or tracts of land may have a maximum number of four (4) temporary uses per calendar year. Such uses shall not last more than two (2) weeks per use, except as provided for hereafter.* **(Ordinance No. 998, 7-18-06)**

- 5.10.05.01 Temporary greenhouses.
- 5.10.05.02 Temporary structures as needed for sidewalk and other outdoor sales events.
- 5.10.05.03 Fireworks stands, provided the criteria are met as established by the City through separate Ordinances.
- 5.10.05.04 Buildings and uses incidental to construction work are permitted to remain until completion or abandonment of the construction work, at which time they shall be removed. **(Ordinance No. 998, 7-18-06)**
- 5.10.05.05 Temporary structure for festivals or commercial events.

5.10.06 Height and Lot Requirements:

- 5.10.06.01 The height and minimum lot requirements shall be as follows:

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Coverage	Lot
Permitted Uses	-	150'	25' ¹	10'	25'	45'	60%	
Permitted Conditional Uses	-	150'	25' ¹	10'	25'	45'	60%	
1. 25' front yard setback required only when no parking is present in the front yard. If parking is located in the front yard then front yard setback is a minimum of fifty (50) feet.								

5.10.07 Use Limitations:

- 5.10.07.01 When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within fifteen (15) feet of such district.
- 5.10.07.02 Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Section 7.17.04.

- 5.10.07.03 Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
- 5.10.07.04 Zoning and land use standards for smoke shops, tobacco stores, CBD stores, and liquor stores shall be as follows:
- Except as provided in subsection 5.10.07.04.04 below, the grouping of age sensitive uses (such as smoke shops, tobacco stores, CBD stores and liquor stores) shall be discouraged, and such uses shall be compatible with surrounding uses.
 - Except as provided in subsection 5.10.07.04.04 below, smoke shops, tobacco stores, CBD stores, and liquor stores shall not be located within three hundred (300) feet, measured property line to property line, from a school (public or private), family day care home, child care facility, youth center, community center, recreational facility or any other facility where children regularly gather or are present, or any park, church, religious institution, hospital, or other similar facility or uses.
 - Except as provided in subsection 5.10.07.04.04 below, smoke shops, tobacco stores, CBD stores, and liquor stores shall not be located within one thousand (1,000) feet, measured from property line to property line, from another smoke shop, tobacco store, CBD store, or liquor store in the same zoning district.
 - Wellness-oriented CBD stores engaged in the retail sale of cannabidiol ("CBD") and hemp oil products such as oils, skin care products, and other nutritional or therapeutic CBD based products, and that do not sell products to be smoked or vaped, or accessories or paraphernalia connected with smoking or vaping (such as bongs, glass or water pipes, vaporizers or dab rigs), shall not be subject to the requirements of Sections 5.10.07.04.01 through 5.10.07.04.03.

SECTION 3. Repeal of Section 2.20 and 5.10 as Previously Enacted. Section 2.20 and 5.10 of Ordinance No. 848 as previously enacted are hereby repealed.

SECTION 4. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 5. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

SECTION 6. This ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS 7TH DAY OF NOVEMBER 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

Zoning Text Amendments Red-lined Version

Section 2.20 - Definitions: S

SATELLITE DISH ANTENNA shall mean a round, parabolic antenna incorporating a reflective surface that is solid, open mesh, or bar configured and is in the shape of a shallow dish, or cone and used to transmit and/or receive radio or electromagnetic waves.

SCREENING shall mean a structure *or* planting that conceals from view from public ways the area behind such structure or planting.

SELF-SERVICE STORAGE FACILITY shall mean a building or group of buildings containing individual, compartmentalized, and controlled access stalls or lockers for storage.

SERVICE STATIONS shall mean buildings and premises where the primary use is the supply and dispensing at retail of motor fuels, lubricants, batteries, tires, and motor vehicle accessories and where light maintenance activities such as engine tune-ups, lubrications, and washing may be conducted, but not including heavy maintenance and repair such as engine overhauls, painting, and body repair.

SETBACK, FRONT YARD shall mean the line which defines the depth of the required front yard. Said setback line shall be parallel with the right-of-way line *or other access way*. (*Ordinance No. 1083, 2-17-09*)

SETBACK, REAR YARD OR SIDE YARD shall mean the line which defines the width or depth of the required rear or side yard. Said setback line shall be parallel with the property line, *offset* by the perpendicular distance prescribed for the yard in the district. (*Ordinance No. 1083, 2-17-09*)

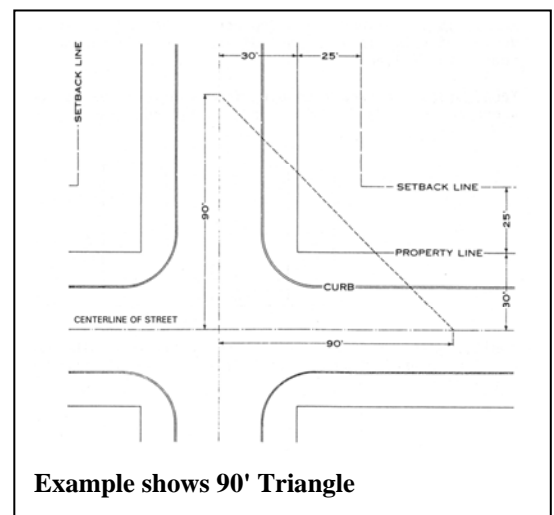
SHOPPING CENTER shall mean a group of commercial establishments planned, constructed, and managed as a total entity with customer and employee parking provided on-site, provisions for goods delivery that is separated from customer access, aesthetic considerations, and protection from the elements.

SHOPPING CENTER, COMMERCIAL STRIP shall mean a commercial development, usually one store deep, that fronts on a major street for a distance of one city block or more. Includes individual buildings on their own lots, with or without on-site parking and small linear shopping centers with shallow on-site parking in front of the stores.

SHOPPING CENTER, OUTLET shall mean a commercial development that consists mostly of manufacturers' outlet stores selling their own brands at a discounted price. This definition includes all forms of centers, such as strip style, enclosed mall style, and village clustered style centers.

SIGHT TRIANGLE is an area at a street intersection in which nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede vision between a height of two-and-a-half (2 ½) feet and ten (10) feet above the grades of the bottom of the curb of the intersecting streets, measured from the point of intersection of the centerline of the streets, sixty (60) feet in each direction along the centerline of the streets. At the intersection of major or *other* arterial streets, the sixty (60) foot distance shall be increased to ninety (90) feet for each arterial leg of the intersection. (*Ordinance No. 891, 2-04-03*)

SIGN shall mean and include any outdoor display, declaration, device, figure, drawing, illustration, message, placard, poster, billboard, insignia, or other things which are designed, intended, or used for direction, information, identification, or to advertise, to inform, or to promote any business, product activity, service, or any interest, except the following:



Example shows 90' Triangle

Signs less than fifty (50) square feet in area and less than twenty-five (25) feet in height of a public or quasi-public nature or other official notices that are authorized by the State of Nebraska, City of La Vista, or a Federal Government Agency, directional, informational, or other official signs or notices authorized by law.

SIGN, ANIMATED shall mean any sign that uses movement or change of lighting to depict action or create a special effect or scene.

SIGN AREA shall refer to that portion of a sign on which copy can be placed but not including the minimal supporting framework or bracing. The area of individually painted letter signs, individual letter signs or directly or indirectly illuminated individual letter signs, shall be calculated on the basis of the smallest geometric figure that will enclose the entire copy area of the sign. Any such calculation shall include the areas between the letters and lines, as well as the areas of any devices, illuminated or non-illuminated. (*Ordinance No. 1083, 2-17-09*)

SIGN, AUDIBLE shall mean any sign that conveys either a written message supported by an audible noise including music, spoken message, and / or sounds to attract attention to the sign. Audible signs also include signs conveying only the audible noise including music, spoken message, and / or sounds to attract attention.

SIGN, BANNER shall mean any sign of lightweight fabric or similar material that is permanently mounted to a pole or building by a permanent frame at one or more edges. National flags, state or municipal flags, or official flag of any institution or business shall not be considered banners. Banner signs shall not represent a commercial message.

SIGN, BILLBOARD shall mean a sign that identifies or communicates a commercial or noncommercial message related to an activity conducted, a service rendered, or a commodity sold at a location other than where the sign is located.



Sign, Banner

SIGN, BLADE shall mean a type of projecting sign that is perpendicular to the building, meant to gain visibility for large buildings, or to direct traffic within a pedestrian-oriented development.

SIGN, BUILDING MARKER shall mean any sign indicating the name of a building and date and incidental information about its construction, which sign is cut into a masonry surface or made of bronze or other permanent material.

SIGN, CANOPY shall mean any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy. (*Ordinance No. 1083, 2-17-09*)



Sign, Canopy

SIGN, CENTER IDENTIFICATION shall mean any sign erected to provide direction to a development including multiple uses and / or structures within the development. Center Identification signs shall include the name of said development and may include the names of major tenants of the development. Center Identification Signs shall typically be similar to Ground (Monument) signs. (*Ordinance No. 1083, 2-17-09*)

SIGN, CONSTRUCTION shall mean a temporary sign identifying an architect, engineer, contractor, subcontractor, and/or building material supplier who participates in construction on the property on which the sign is located. (*Ordinance No. 871, 10-15-02*); (*Ordinance No. 1083, 2-17-09*)

SIGN, ELECTRONIC MESSAGE BOARD shall mean *any sign capable of displaying words, symbols, figures, or images that can be electronically or mechanically changed by remote or automatic means. (Ordinance No. 1144, 5-17-11)*

SIGN, FLASHING shall mean a sign, which, by method or manner of illumination, flashes on or off, winks or blinks, shows motion, or creates the illusion of being on or off.

SIGN, FREESTANDING shall mean any sign supported by uprights or braces placed on or in the ground, which is used principally for advertising or identification purposes and is not supported by any building.

SIGN, IDENTIFICATION shall mean a sign giving the nature, logo, trademark, or other identifying symbol; address; or any combination of the name, symbol, and address of a building, business, development, or establishment on the premises where it is located.

SIGN, ILLUMINATED shall mean a sign illuminated in any manner by an artificial light source.

SIGN, INCIDENTAL shall mean a sign, generally informational, that has a purpose secondary to the use of the zone lot on which it is located, such as “no parking,” “entrance,” “loading only,” “telephone,” and other similar directives. No sign with a commercial message legible from a position off the zone lot on which the sign is located shall be considered incidental. Incidental signs may be attached or painted on the wall, *or they may be freestanding signs. (Ordinance No. 1083, 2-17-09)*

SIGN, MARQUEE shall mean a sign affixed to or made part of any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.

SIGN, MONUMENT shall mean a sign mounted directly to the ground with a maximum height not to exceed ten (10) feet.

SIGN, NAMEPLATE shall mean a sign not exceeding two (2) square feet for each dwelling.

SIGN, NONCONFORMING shall mean any sign that does not conform to the requirements of this ordinance

SIGN, OFF-PREMISES shall mean a sign including the supporting sign structure which directs the attention of the general public to a business, service, or activity not usually conducted, or a product not offered or sold, upon the premises where such sign is located.

SIGN, ON-PREMISE shall mean a sign, display, or device-advertising activities conducted on the property on which such sign is located.

SIGN, PENNANT shall mean any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move in the wind.

SIGN, POLE shall mean a sign that is mounted on a freestanding pole or other support so that the bottom edge of the sign face is six (6) feet or more above grade.



**Sign, Monument
Sign, Electronic Message
Sign, Flashing**



Sign, Monument

SIGN, PORTABLE shall mean a sign, usually of a temporary nature, not securely anchored to the ground or to a building or structure and which obtains some or all of its structural stability with respect to wind or other normally applied forces by means of its geometry or character. Examples are: menu and sandwich board signs, balloons used as signs, umbrellas used for advertising, and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operations (deliveries and transportation of personnel) of the business. This definition also includes any and all sandwich boards supported by human beings or animals.

SIGN, PROJECT DIRECTORY shall mean a sign fronting on a road containing only the name of the principal use and directional arrow to the principal use. Project directory signs are intended to direct attention to planned multi-tenant developments which are not easily accessible off of such roads and where on-premise signage for that development (or any tenants within the development) would not otherwise be visible by the motorists traveling on nearby arterial or collector roads at the closest point of access. (*Ordinance No. 1144, 5-17-11*)

SIGN, PROJECTING shall mean a projecting sign attached to a building in such a manner that its leading edge extends more than eight (8) inches beyond the surface of such building or wall.

SIGN, REAL ESTATE shall mean a temporary sign that identifies property or properties that are for sale or lease.

SIGN, ROOF shall mean a sign identifying the name of a business, enterprise, district, or development, and erected on or over the roof of a building. (*Ordinance No. 1083, 2-17-09*)

SIGN SETBACK shall mean the horizontal distance from the property line to the nearest projection of the existing or proposed sign.

SIGN, SUBDIVISION shall mean a sign erected on a subdivision which identifies the platted subdivision where the sign is located.

SIGN SURFACE shall mean the entire area of a sign.

SIGN, SUSPENDED shall mean a sign that is suspended from the underside of a horizontal plane surface and is supported by such surface.

SIGN, TEMPORARY shall mean a sign constructed of cloth, fabric, or other material with or without a structural frame intended for a limited period of display, including displays for holidays or public demonstrations. Temporary signs shall include portable signs as defined in this section.



Sign, Projecting

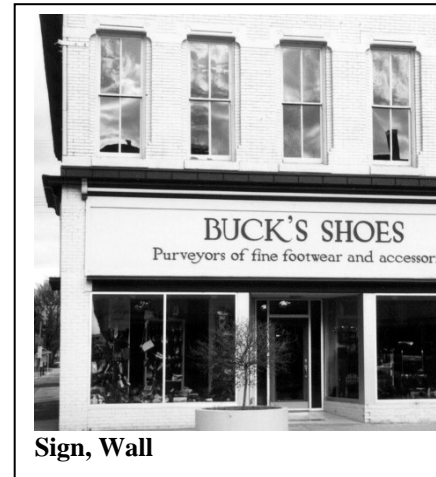


Sign, Subdivision

SIGN, VIDEO shall mean any on-premises or off-premises sign that conveys either a commercial or non-commercial message, including a business or organization name, through means of a television or other video screen. *This definition shall include electronic message board signs. (Ordinance No. 1083, 2-17-09)*

SIGN, WALL shall mean any sign attached parallel to, but within eight inches of, a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one sign surface.

SIGN, WINDOW shall mean any sign, pictures, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service, that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window.



SIGN BASE shall mean any decorative, functional element extending upward from grade to the start of the sign.

SIMILAR USE shall mean the use of land, buildings, or structures of like kind or general nature with other uses within a zoning district as related to bulk, intensity of use, traffic generation and congestion, function, public services requirements, aesthetics or other similarities.

SITE PLAN shall mean a plan, prepared to scale, showing accurately and with complete dimensioning, the boundaries of a site and the location of all buildings, structures, uses, drives, parking, drainage, landscape features, and other principal site development improvements for a specific parcel of land.

SMOKE SHOP, ~~AND TOBACCO STORE~~, AND CBD STORE each shall mean any premises dedicated to the display, sale, distribution, delivery, offering, furnishing, use or marketing of tobacco products, tobacco paraphernalia, electronic nicotine delivery systems, alternative nicotine products, or cannabidiol (CBD) products, or the sale, inhalation, ingestion, absorption, or other means of consumption or use of any such products, provided each such activity occurring on the premises is legally permissible under all applicable federal and State of Nebraska laws, rules, and regulations in existence on January 1, 2022; and provided, further, that any grocery store, supermarket, convenience store, or similar retail use that only sells conventional cigars, cigarettes, CBD products, or tobacco as an ancillary sale shall not be defined as a “smoke shop” ~~or~~, “tobacco store”, or “CBD store”. (Ordinance No. 1433, 12-7-21)

SOCIAL CLUB OR FRATERNAL ORGANIZATIONS shall mean an association of persons (whether or not incorporated), religious or otherwise, for a common purpose, but not including groups which are organized primarily to render a service carried on as a business for profit. (Ordinance No. 1083, 2-17-09)

SOLAR ENERGY CONVERSION SYSTEM (SECS) shall mean any device, such as a solar panel or solar collector or any combination thereof, which collects and converts solar energy to a form of usable energy. This includes both Building-Mounted Systems and Ground-Mounted System. (Ordinance No. 1389, 3-3-2020)

SOLID WASTE shall mean waste materials consisting of garbage, trash, refuse, rubble, sewage, offal, dead animals, or paunch manure.

SPECIAL or VOCATIONAL TRAINING FACILITIES shall mean a specialized instructional establishment that provides on-site training of business, commercial, and/or trade skills such as accounting, data processing, and computer repair. This classification excludes establishments providing training in an activity that is not otherwise permitted in the zone. Incidental instructional services in conjunction with another primary use shall not be included in this definition. (Ordinance No. 1083, 2-17-09)

SPECIALTY FOOD STORE shall mean a retail establishment that sells only specialized types or classes of staple foods and accessory foods including but not limited to bakeries, donut shops, ice cream stores, produce markets, meat markets, imported food stores, or boutique or health food grocery stores. (*Ordinance No. 1433, 12-7-21*)

SPECIFIED ANATOMICAL AREAS shall mean anatomical areas consisting of:
Less than completely and opaquely covered human genitals, pubic region, buttock, anus, or female breast(s) below a point immediately above the top of the areola; and,
Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

SPECIFIED SEXUAL ACTIVITIES shall mean activities consisting of the following:
Actual or simulated sexual intercourse, oral copulation, anal intercourse, oral-anal copulation, bestiality, direct physical stimulation of unclothed genitals, flagellation or torture in the context of a sexual relationship, or the use of excretory functions in the context of a sexual relationship, and any of the following sexually-oriented acts of conduct: Anilingus, buggery, coprophagy, coprophilia, cunnilingus, fellatio, necrophilia, pederasty, pedophilia, piquerism, sapphism, zooerasty; or
Clearly depicted human genitals in the state of sexual stimulation, arousal, or tumescence; or
Use of human or animal ejaculation, sodomy, oral copulation, coitus, or masturbation; or
Fondling or touching of nude human genitals, pubic region, buttocks, or female breast(s); or
Situation involving a person or persons, any of whom are nude, clad in undergarments or in sexually revealing costumes, and who are engaged in activities involving the flagellation, torture, fettering, binding, or other physical restraint or any such persons; or
Erotic or lewd touching, fondling, or other sexually-oriented contact with an animal by a human being; or
Human excretion, urination, menstruation, vaginal, or anal irrigation.

STATE shall mean the State of Nebraska.

STORAGE shall mean the keeping, in a roofed or unroofed area, of any goods, junk, material, merchandise, or vehicles on the same tract or premises for more than thirty (30) days.

STORY shall mean a space in a building between the surface of any floor and the surface of the floor above, or if there is not floor above, then the space between such floor and the ceiling or roof above.

STREET shall mean a public thoroughfare or right-of-way dedicated, deeded, or condemned for use as such, other than an alley, which affords the principal means of access to abutting property including avenue, place, way, drive, lane, boulevard, highway, road and any other thoroughfare except as excluded in this Regulation.

STREET, ARTERIAL shall mean a street designed with the primary function of efficient movement of through traffic between and around areas of a City, City, or county with controlled access to abutting property.

STREET, COLLECTOR shall mean a street or high way, which is intended to carry traffic from a minor street to major streets. Collector streets are usually the principal entrance streets to residential developments and the streets for circulation within the development.

STREET FRONTAGE shall mean the distance for which a lot line of a zone lot adjoins a public street, from one lot line intersecting said street to the furthest distant lot line intersecting the same street.

STREET, LOCAL shall mean a street designed for local traffic that provides direct access to abutting residential, commercial, or industrial properties.

STREET, PRIVATE shall mean an open, unoccupied space, other than a street or alley dedicated to the public, but permanently established as the principal means of vehicular access to abutting properties. (*Ordinance No. 1083, 2-17-09*)

STREETSCAPE shall mean the scene as may be observed along a street *right-of-way* composed of natural and man-made components, including buildings, paving, plantings, *poles, signs, benches, and other miscellaneous amenities.* (*Ordinance No. 1083, 2-17-09*)

STRUCTURE shall mean anything constructed or built, any edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, which requires location on the ground or is attached to something having a location on the ground, including swimming and wading pools and covered patios, excepting outdoor areas such as paved areas, walks, tennis courts, and similar recreation areas.

STRUCTURE, TEMPORARY shall mean a structure permitted as a temporary use. (*Ordinance No. 1083, 2-17-09*)

STRUCTURAL ALTERATION shall mean any change in the support members of a building, such as in a bearing wall, column, beam or girder, floor or ceiling joists, roof rafters, roof diaphragms, foundations, piles, or retaining walls or similar components.

SUBDIVISION shall mean the division of land, lot, tract, or parcel into two or more lots, parcels, plats, or sites, or other divisions of land for the purpose of sale, lease, offer, or development, whether immediate or future. (*Ordinance No. 1083, 2-17-09*)

Section 5.10 C-1 Shopping Center Commercial.

5.10.01 Intent: *The purpose and intent of the City of La Vista in establishing the C-1 Shopping Center Commercial District is to provide convenient local retail shopping and service areas within the city for all residents and to provide for the development of new local commercial districts where so designated. This includes uses such as retail stores, banks, theaters, business offices, restaurants, and taverns.(Ordinance No. 1253, 6-15-15)*

This district prohibits all exterior storage by a primary use unless a separate Conditional Use Permit is requested for the use and granted by the City.

5.10.02 Permitted uses:

- 5.10.02.01 *Medical/dental offices and business services including: attorneys, banks, insurance, real estate offices, postal stations, credit services, security brokers, dealers and exchange, title abstracting, finance services and investment services; but not including uses defined in Adult Establishment. (Ordinance No. 950, 3-1-05)*
- 5.10.02.02 Child care center.
- 5.10.02.03 Dance studio, not including uses defined in Adult Establishment.
- 5.10.02.04 Meeting hall, not including uses defined in Adult Establishment.
- 5.10.02.05 Museum, art gallery.
- 5.10.02.06 Retail business or service establishment supplying commodities or performing services, such as, or in compatibility with and including the following:
 - 1. Apparel shop.
 - 2. Appliance store.
 - 3. Antique store.
 - 4. Automobile parts and supply store.
 - 5. Bakery shop (retail).
 - 6. Barber and Beauty shop.
 - 7. Bicycle shop.
 - 8. Book store, not including uses defined in Adult Establishment.
 - 9. Brew-on premises store.
 - 10. Camera store.
 - 11. Communication services.
 - 12. Computer store.
 - 13. Confectionery.
 - 14. Dairy products sales.
 - 15. Drug store.
 - 16. Dry cleaning and laundry pickup.
 - 17. Exercise, fitness and tanning spa, not including uses defined in Adult Establishment.
 - 18. Food Sales (Limited).
 - 19. Food Sales (General).
 - 20. Floral shop.
 - 21. Mortuary.
 - 22. Furniture store or showroom.
 - 23. Gift and curio shop.
 - 24. Gunsmith.
 - 25. Hardware store.
 - 26. Hobby, craft, toy store.
 - 27. Jewelry store.
 - 28. Liquor store in conformance with Section 5.10.07.
 - 29. Locksmith.
 - 30. Meat market, retail.
 - 31. Music retail store.
 - 32. Newsstands, not including uses defined in Adult Establishment.
 - 33. Paint store.
 - 34. Photographer.

35. Picture framing shop.
36. Reservation center.
37. Restaurants: Sit-Down, Fast Casual, and Fast Food.
38. Second hand stores.
39. Shoe store.
40. Smoke shop ~~and~~, tobacco store, and CBD store in conformance with Section 5.10.07. (**Ordinance No. 1433, 12-7-21**)
41. Sporting goods.
42. Stamp and coin stores.
43. Tailors and dressmakers.
44. Tanning salon.
45. Travel agencies.
46. Video store, not including uses defined in Adult Establishment.
47. Social club and fraternal organizations, not including uses defined in Adult Establishment.
48. Telephone exchange.
49. Telephone answering service.
50. Public overhead and underground local distribution utilities.
51. *Publicly owned and operated facilities. (Ordinance No. 950, 3-1-05)*
52. *Adult Day Care Services (Ordinance No. 1328, 9-18-18)*
53. *Tutoring and Exam Preparation Services (Ordinance No. 1341, 2-5-19)*
54. *Personal Services, not including uses defined in Adult Entertainment Establishment. (Ordinance No. 1369, 10-1-19)*

5.10.03 Permitted Conditional Uses:

- 5.10.03.01 Recreational establishments.
- 5.10.03.02 Department Store.
- 5.10.03.03 Variety store, not including uses defined in Adult Establishment.
- 5.10.03.04 Amusement arcades.
- 5.10.03.05 Brew Pubs.
- 5.10.03.06 Coffee Kiosks.
- 5.10.03.07 Microbreweries when in conjunction with a restaurant.
- 5.10.03.08 Automated Teller Machines when not within the interior of a primary use.
- 5.10.03.09 Theater, indoor, not including uses defined in Adult Establishment.
- 5.10.03.10 Bowling center.
- 5.10.03.11 Business or trade school.
- 5.10.03.12 Commercial greenhouse.
- 5.10.03.13 Mail order services.
- 5.10.03.14 Pinball or video games business.
- 5.10.03.15 Tavern and cocktail lounge, not including uses defined in Adult Establishment.
- 5.10.03.16 Totally enclosed, automated and conveyor-style car washes.
- 5.10.03.17 Convenience store with limited fuel sales.
- 5.10.03.18 Garden supply and retail garden center.
- 5.10.03.19 Outdoor storage in conjunction with another primary use.
- 5.10.03.20 Pet Health Services, provided the following:
 1. Said use is totally enclosed within a building.
 2. Said services shall be provided for dogs, cats, birds, fish, and similar small animals customarily used as household pets.
 3. Typical uses include animal veterinary clinics with overnight boarding, only if medically necessary, not exceeding 48 hours.
 4. Grooming shall only be associated with medical appointment.
 5. This excludes uses for livestock and other large animals and uses for general grooming, dog bathing and clipping salons.
- 5.10.03.21 *Self-storage units, provided:*
 1. *Storage unit is an extension of an existing self-storage unit or facility.*

2. *The topography and access of the property will limit the development of identified commercial uses.*
3. *No outdoor storage.*
4. *Unit or facility provides perimeter fencing in accordance with this ordinance and a vegetative screen of at least six (6) feet in height and twenty (20) feet in width to any adjacent residential zoned property.*
5. *Lighting on site shall not be directed at or allowed to shine on any residential zoned property.*
6. *Applications for self-storage units under the terms of this Section shall be accompanied by evidence concerning the feasibility of the proposed request and its affect on surrounding property and shall include a site plan defining the areas to be developed with buildings and/or structures, the areas to be developed for parking, driveways and points of ingress and egress, the location and height of walls and fences, the location and type of landscaping, and the location, size and number of signs.*
7. *Such use shall not be located adjacent to the intersection of two or more arterial streets.*
8. *The property shall have at least one boundary line that is adjacent to other property that is zoned I-1 Light Industrial or I-2 Heavy Industrial.*
9. *Such use shall not include storage of explosives or hazardous materials and shall be in accordance with the intent, purpose and spirit of this ordinance and the Comprehensive Development Plan of La Vista, Nebraska.*

(Ordinance No. 954, 7-5-05)

5.10.03.22 *Event center, provided:*

1. *A conditional use permit would need to include specifics to the design and operation of the proposed center and individual activities, including, but not limited to, a detailed site plan and floor plan, a complete list of appointed or designated managers for each event at the center, and a complete description and duration of each event submitted to the city prior to each event.*
2. *Lighting on site shall not be directed at or allowed to shine on any residential zoned property.*
3. *Buildings utilized as event centers shall be accompanied by evidence concerning the feasibility of the proposed request and its affect on surrounding property and shall include a site plan defining the areas to be developed with buildings and/or structures, the areas to be developed for parking, driveways and points of ingress and egress, the location and height of walls and fences, the location and type of landscaping, and the location, size and number of signs.*
4. *All signage shall comply with the City's established regulations.*

(Ordinance No. 955, 7-19-05)

5.10.03.23 *Animal Specialty Services with or without overnight boarding of animals and outdoor exercise areas. (Ordinance No. 1253, 6-16-15)*

5.10.03.24 *Pet Shop. (Ordinance No. 1253, 6-16-15)*

5.10.04 Permitted Accessory Uses:

- 5.10.04.01 *Buildings and uses customarily incidental to the permitted uses.*
- 5.10.04.02 *Parking as allowed in Section 7.05 through 7.09.*
- 5.10.04.03 *Signs allowed in Section 7.01 through 7.04.*
- 5.10.04.04 *Landscaping as required by Section 7.17.*
- 5.10.04.05 *Solar Energy Conversion Systems as provided for in Section 7.15. (Ordinance No. 1389, 3-3-2020)*

5.10.05 Permitted Temporary Uses

Temporary Uses require a permit from the City of La Vista and shall be valid only for a specific amount of time as indicated on said permit. All platted lots or tracts of land may have a maximum number of four (4) temporary uses per calendar year. Such uses shall not last more than two (2) weeks per use, except as provided for hereafter. (Ordinance No. 998, 7-18-06)

- 5.10.05.01 Temporary greenhouses.
- 5.10.05.02 Temporary structures as needed for sidewalk and other outdoor sales events.
- 5.10.05.03 Fireworks stands, provided the criteria are met as established by the City through separate Ordinances.
- 5.10.05.04 Buildings and uses incidental to construction work *are permitted to remain until completion or abandonment of the construction work, at which time they shall be removed. (Ordinance No. 998, 7-18-06)*
- 5.10.05.05 Temporary structure for festivals or commercial events.

5.10.06 Height and Lot Requirements:

- 5.10.06.01 The height and minimum lot requirements shall be as follows:

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	-	150'	25' ¹	10'	25'	45'	60%
Permitted Conditional Uses	-	150'	25' ¹	10'	25'	45'	60%

¹. 25' front yard setback required only when no parking is present in the front yard. If parking is located in the front yard then front yard setback is a minimum of fifty (50) feet.

5.10.07 Use Limitations:

- 5.10.07.01 When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within fifteen (15) feet of such district.
- 5.10.07.02 Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Section 7.17.04.
- 5.10.07.03 Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
- 5.10.07.04 Zoning and land use standards for smoke shops, tobacco stores, CBD stores, and liquor stores shall be as follows:
 - Except as provided in subsection 5.10.07.04.04 below, the grouping of age sensitive uses (such as smoke shops, tobacco stores, CBD stores and liquor stores) shall be discouraged, and such uses shall be compatible with surrounding uses.
 - Except as provided in subsection 5.10.07.04.04 below, smoke shops, tobacco stores, CBD stores, and liquor stores shall not be located within three hundred (300) feet, measured property line to property line, from a school (public or private), family day care home, child care facility, youth center, community center, recreational facility or any other facility where children regularly gather or are present, or any park, church, religious institution, hospital, or other similar facility or uses.
 - Except as provided in subsection 5.10.07.04.04 below, smoke shops, tobacco stores, CBD stores, and liquor stores shall not be located within one thousand (1,000) feet, measured from property line to property line, from another smoke shop, tobacco store, CBD store, or liquor store in the same zoning district.
 - Wellness-oriented CBD stores engaged in the retail sale of cannabidiol ("CBD") and hemp oil products such as oils, skin care products, and other nutritional or therapeutic CBD based products, and that do not sell products to be smoked or vaped, or accessories or paraphernalia connected with smoking or vaping (such as bongs, glass or water pipes, vaporizers or dab rigs), shall not be subject to the requirements of Sections 5.10.07.04.01 through 5.10.07.04.03.

Zoning Text Amendments

Clean Version

Section 2.20 - Definitions: S

SATELLITE DISH ANTENNA shall mean a round, parabolic antenna incorporating a reflective surface that is solid, open mesh, or bar configured and is in the shape of a shallow dish, or cone and used to transmit and/or receive radio or electromagnetic waves.

SCREENING shall mean a structure *or* planting that conceals from view from public ways the area behind such structure or planting.

SELF-SERVICE STORAGE FACILITY shall mean a building or group of buildings containing individual, compartmentalized, and controlled access stalls or lockers for storage.

SERVICE STATIONS shall mean buildings and premises where the primary use is the supply and dispensing at retail of motor fuels, lubricants, batteries, tires, and motor vehicle accessories and where light maintenance activities such as engine tune-ups, lubrications, and washing may be conducted, but not including heavy maintenance and repair such as engine overhauls, painting, and body repair.

SETBACK, FRONT YARD shall mean the line which defines the depth of the required front yard. Said setback line shall be parallel with the right-of-way line *or other access way*. (*Ordinance No. 1083, 2-17-09*)

SETBACK, REAR YARD OR SIDE YARD shall mean the line which defines the width or depth of the required rear or side yard. Said setback line shall be parallel with the property line, *offset* by the perpendicular distance prescribed for the yard in the district. (*Ordinance No. 1083, 2-17-09*)

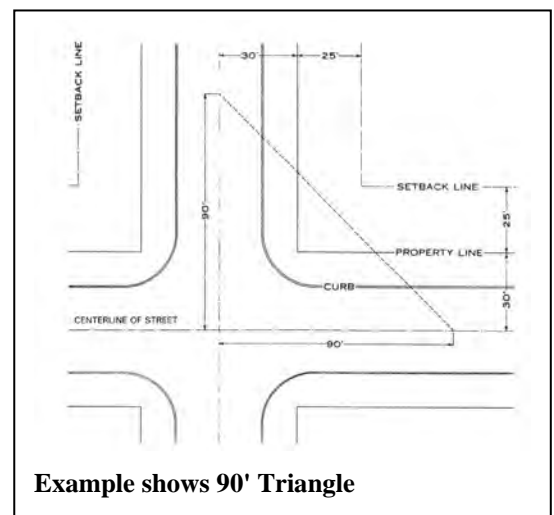
SHOPPING CENTER shall mean a group of commercial establishments planned, constructed, and managed as a total entity with customer and employee parking provided on-site, provisions for goods delivery that is separated from customer access, aesthetic considerations, and protection from the elements.

SHOPPING CENTER, COMMERCIAL STRIP shall mean a commercial development, usually one store deep, that fronts on a major street for a distance of one city block or more. Includes individual buildings on their own lots, with or without on-site parking and small linear shopping centers with shallow on-site parking in front of the stores.

SHOPPING CENTER, OUTLET shall mean a commercial development that consists mostly of manufacturers' outlet stores selling their own brands at a discounted price. This definition includes all forms of centers, such as strip style, enclosed mall style, and village clustered style centers.

SIGHT TRIANGLE is an area at a street intersection in which nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede vision between a height of two-and-a-half (2 ½) feet and ten (10) feet above the grades of the bottom of the curb of the intersecting streets, measured from the point of intersection of the centerline of the streets, sixty (60) feet in each direction along the centerline of the streets. At the intersection of major or *other* arterial streets, the sixty (60) foot distance shall be increased to ninety (90) feet for each arterial leg of the intersection. (*Ordinance No. 891, 2-04-03*)

SIGN shall mean and include any outdoor display, declaration, device, figure, drawing, illustration, message, placard, poster, billboard, insignia, or other things which are designed, intended, or used for direction, information, identification, or to advertise, to inform, or to promote any business, product activity, service, or any interest, except the following:



Example shows 90' Triangle

Signs less than fifty (50) square feet in area and less than twenty-five (25) feet in height of a public or quasi-public nature or other official notices that are authorized by the State of Nebraska, City of La Vista, or a Federal Government Agency, directional, informational, or other official signs or notices authorized by law.

SIGN, ANIMATED shall mean any sign that uses movement or change of lighting to depict action or create a special effect or scene.

SIGN AREA shall refer to that portion of a sign on which copy can be placed but not including the minimal supporting framework or bracing. The area of individually painted letter signs, individual letter signs or directly or indirectly illuminated individual letter signs, shall be calculated on the basis of the smallest geometric figure that will enclose the entire copy area of the sign. Any such calculation shall include the areas between the letters and lines, as well as the areas of any devices, illuminated or non-illuminated. (*Ordinance No. 1083, 2-17-09*)

SIGN, AUDIBLE shall mean any sign that conveys either a written message supported by an audible noise including music, spoken message, and / or sounds to attract attention to the sign. Audible signs also include signs conveying only the audible noise including music, spoken message, and / or sounds to attract attention.

SIGN, BANNER shall mean any sign of lightweight fabric or similar material that is permanently mounted to a pole or building by a permanent frame at one or more edges. National flags, state or municipal flags, or official flag of any institution or business shall not be considered banners. Banner signs shall not represent a commercial message.

SIGN, BILLBOARD shall mean a sign that identifies or communicates a commercial or noncommercial message related to an activity conducted, a service rendered, or a commodity sold at a location other than where the sign is located.



Sign, Banner

SIGN, BLADE shall mean a type of projecting sign that is perpendicular to the building, meant to gain visibility for large buildings, or to direct traffic within a pedestrian-oriented development.

SIGN, BUILDING MARKER shall mean any sign indicating the name of a building and date and incidental information about its construction, which sign is cut into a masonry surface or made of bronze or other permanent material.

SIGN, CANOPY shall mean any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy. (*Ordinance No. 1083, 2-17-09*)



Sign, Canopy

SIGN, CENTER IDENTIFICATION shall mean any sign erected to provide direction to a development including multiple uses and / or structures within the development. Center Identification signs shall include the name of said development and may include the names of major tenants of the development. Center Identification Signs shall typically be similar to Ground (Monument) signs. (*Ordinance No. 1083, 2-17-09*)

SIGN, CONSTRUCTION shall mean a temporary sign identifying an architect, engineer, contractor, subcontractor, and/or building material supplier who participates in construction on the property on which the sign is located. (*Ordinance No. 871, 10-15-02*); (*Ordinance No. 1083, 2-17-09*)

SIGN, ELECTRONIC MESSAGE BOARD shall mean *any sign capable of displaying words, symbols, figures, or images that can be electronically or mechanically changed by remote or automatic means. (Ordinance No. 1144, 5-17-11)*

SIGN, FLASHING shall mean a sign, which, by method or manner of illumination, flashes on or off, winks or blinks, shows motion, or creates the illusion of being on or off.

SIGN, FREESTANDING shall mean any sign supported by uprights or braces placed on or in the ground, which is used principally for advertising or identification purposes and is not supported by any building.

SIGN, IDENTIFICATION shall mean a sign giving the nature, logo, trademark, or other identifying symbol; address; or any combination of the name, symbol, and address of a building, business, development, or establishment on the premises where it is located.

SIGN, ILLUMINATED shall mean a sign illuminated in any manner by an artificial light source.

SIGN, INCIDENTAL shall mean a sign, generally informational, that has a purpose secondary to the use of the zone lot on which it is located, such as “no parking,” “entrance,” “loading only,” “telephone,” and other similar directives. No sign with a commercial message legible from a position off the zone lot on which the sign is located shall be considered incidental. Incidental signs may be attached or painted on the wall, *or they may be freestanding signs. (Ordinance No. 1083, 2-17-09)*

SIGN, MARQUEE shall mean a sign affixed to or made part of any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.

SIGN, MONUMENT shall mean a sign mounted directly to the ground with a maximum height not to exceed ten (10) feet.

SIGN, NAMEPLATE shall mean a sign not exceeding two (2) square feet for each dwelling.

SIGN, NONCONFORMING shall mean any sign that does not conform to the requirements of this ordinance

SIGN, OFF-PREMISES shall mean a sign including the supporting sign structure which directs the attention of the general public to a business, service, or activity not usually conducted, or a product not offered or sold, upon the premises where such sign is located.

SIGN, ON-PREMISE shall mean a sign, display, or device-advertising activities conducted on the property on which such sign is located.

SIGN, PENNANT shall mean any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move in the wind.

SIGN, POLE shall mean a sign that is mounted on a freestanding pole or other support so that the bottom edge of the sign face is six (6) feet or more above grade.



**Sign, Monument
Sign, Electronic Message
Sign, Flashing**



Sign, Monument

SIGN, PORTABLE shall mean a sign, usually of a temporary nature, not securely anchored to the ground or to a building or structure and which obtains some or all of its structural stability with respect to wind or other normally applied forces by means of its geometry or character. Examples are: menu and sandwich board signs, balloons used as signs, umbrellas used for advertising, and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operations (deliveries and transportation of personnel) of the business. This definition also includes any and all sandwich boards supported by human beings or animals.

SIGN, PROJECT DIRECTORY shall mean a sign fronting on a road containing only the name of the principal use and directional arrow to the principal use. Project directory signs are intended to direct attention to planned multi-tenant developments which are not easily accessible off of such roads and where on-premise signage for that development (or any tenants within the development) would not otherwise be visible by the motorists traveling on nearby arterial or collector roads at the closest point of access. (*Ordinance No. 1144, 5-17-11*)

SIGN, PROJECTING shall mean a projecting sign attached to a building in such a manner that its leading edge extends more than eight (8) inches beyond the surface of such building or wall.

SIGN, REAL ESTATE shall mean a temporary sign that identifies property or properties that are for sale or lease.

SIGN, ROOF shall mean a sign identifying the name of a business, enterprise, district, or development, and erected on or over the roof of a building. (*Ordinance No. 1083, 2-17-09*)

SIGN SETBACK shall mean the horizontal distance from the property line to the nearest projection of the existing or proposed sign.

SIGN, SUBDIVISION shall mean a sign erected on a subdivision which identifies the platted subdivision where the sign is located.

SIGN SURFACE shall mean the entire area of a sign.

SIGN, SUSPENDED shall mean a sign that is suspended from the underside of a horizontal plane surface and is supported by such surface.

SIGN, TEMPORARY shall mean a sign constructed of cloth, fabric, or other material with or without a structural frame intended for a limited period of display, including displays for holidays or public demonstrations. Temporary signs shall include portable signs as defined in this section.



Sign, Projecting

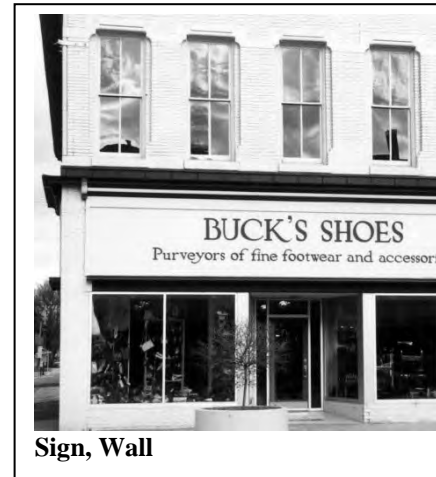


Sign, Subdivision

SIGN, VIDEO shall mean any on-premises or off-premises sign that conveys either a commercial or non-commercial message, including a business or organization name, through means of a television or other video screen. *This definition shall include electronic message board signs. (Ordinance No. 1083, 2-17-09)*

SIGN, WALL shall mean any sign attached parallel to, but within eight inches of, a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one sign surface.

SIGN, WINDOW shall mean any sign, pictures, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service, that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window.



SIGN BASE shall mean any decorative, functional element extending upward from grade to the start of the sign.

SIMILAR USE shall mean the use of land, buildings, or structures of like kind or general nature with other uses within a zoning district as related to bulk, intensity of use, traffic generation and congestion, function, public services requirements, aesthetics or other similarities.

SITE PLAN shall mean a plan, prepared to scale, showing accurately and with complete dimensioning, the boundaries of a site and the location of all buildings, structures, uses, drives, parking, drainage, landscape features, and other principal site development improvements for a specific parcel of land.

SMOKE SHOP, TOBACCO STORE, AND CBD STORE each shall mean any premises dedicated to the display, sale, distribution, delivery, offering, furnishing, use or marketing of tobacco products, tobacco paraphernalia, electronic nicotine delivery systems, alternative nicotine products, or cannabidiol (CBD) products, or the sale, inhalation, ingestion, absorption, or other means of consumption or use of any such products, provided each such activity occurring on the premises is legally permissible under all applicable federal and State of Nebraska laws, rules, and regulations in existence on January 1, 2022; and provided, further, that any grocery store, supermarket, convenience store, or similar retail use that only sells conventional cigars, cigarettes, CBD products, or tobacco as an ancillary sale shall not be defined as a “smoke shop”, “tobacco store”, or “CBD store”. *(Ordinance No. 1433, 12-7-21)*

SOCIAL CLUB OR FRATERNAL ORGANIZATIONS shall mean an association of persons (whether or not incorporated), religious or otherwise, for a common purpose, but not including groups which are organized primarily to render a service carried on as a business for profit. *(Ordinance No. 1083, 2-17-09)*

SOLAR ENERGY CONVERSION SYSTEM (SECS) shall mean any device, such as a solar panel or solar collector or any combination thereof, which collects and converts solar energy to a form of usable energy. This includes both Building-Mounted Systems and Ground-Mounted System. *(Ordinance No. 1389, 3-3-2020)*

SOLID WASTE shall mean waste materials consisting of garbage, trash, refuse, rubble, sewage, offal, dead animals, or paunch manure.

SPECIAL or VOCATIONAL TRAINING FACILITIES shall mean a specialized instructional establishment that provides on-site training of business, commercial, and/or trade skills such as accounting, data processing, and computer repair. This classification excludes establishments providing training in an activity that is not otherwise permitted in the zone. Incidental instructional services in conjunction with another primary use shall not be included in this definition. *(Ordinance No. 1083, 2-17-09)*

SPECIALTY FOOD STORE shall mean a retail establishment that sells only specialized types or classes of staple foods and accessory foods including but not limited to bakeries, donut shops, ice cream stores, produce markets, meat markets, imported food stores, or boutique or health food grocery stores. (*Ordinance No. 1433, 12-7-21*)

SPECIFIED ANATOMICAL AREAS shall mean anatomical areas consisting of:
Less than completely and opaquely covered human genitals, pubic region, buttock, anus, or female breast(s) below a point immediately above the top of the areola; and,
Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

SPECIFIED SEXUAL ACTIVITIES shall mean activities consisting of the following:
Actual or simulated sexual intercourse, oral copulation, anal intercourse, oral-anal copulation, bestiality, direct physical stimulation of unclothed genitals, flagellation or torture in the context of a sexual relationship, or the use of excretory functions in the context of a sexual relationship, and any of the following sexually-oriented acts of conduct: Anilingus, buggery, coprophagy, coprophilia, cunnilingus, fellatio, necrophilia, pederasty, pedophilia, piquerism, sapphism, zooerasty; or
Clearly depicted human genitals in the state of sexual stimulation, arousal, or tumescence; or
Use of human or animal ejaculation, sodomy, oral copulation, coitus, or masturbation; or
Fondling or touching of nude human genitals, pubic region, buttocks, or female breast(s); or
Situation involving a person or persons, any of whom are nude, clad in undergarments or in sexually revealing costumes, and who are engaged in activities involving the flagellation, torture, fettering, binding, or other physical restraint or any such persons; or
Erotic or lewd touching, fondling, or other sexually-oriented contact with an animal by a human being; or
Human excretion, urination, menstruation, vaginal, or anal irrigation.

STATE shall mean the State of Nebraska.

STORAGE shall mean the keeping, in a roofed or unroofed area, of any goods, junk, material, merchandise, or vehicles on the same tract or premises for more than thirty (30) days.

STORY shall mean a space in a building between the surface of any floor and the surface of the floor above, or if there is not floor above, then the space between such floor and the ceiling or roof above.

STREET shall mean a public thoroughfare or right-of-way dedicated, deeded, or condemned for use as such, other than an alley, which affords the principal means of access to abutting property including avenue, place, way, drive, lane, boulevard, highway, road and any other thoroughfare except as excluded in this Regulation.

STREET, ARTERIAL shall mean a street designed with the primary function of efficient movement of through traffic between and around areas of a City, City, or county with controlled access to abutting property.

STREET, COLLECTOR shall mean a street or high way, which is intended to carry traffic from a minor street to major streets. Collector streets are usually the principal entrance streets to residential developments and the streets for circulation within the development.

STREET FRONTAGE shall mean the distance for which a lot line of a zone lot adjoins a public street, from one lot line intersecting said street to the furthest distant lot line intersecting the same street.

STREET, LOCAL shall mean a street designed for local traffic that provides direct access to abutting residential, commercial, or industrial properties.

STREET, PRIVATE shall mean an open, unoccupied space, other than a street or alley dedicated to the public, but permanently established as the principal means of vehicular access to abutting properties. (*Ordinance No. 1083, 2-17-09*)

STREETSCAPE shall mean the scene as may be observed along a street *right-of-way* composed of natural and man-made components, including buildings, paving, plantings, *poles, signs, benches, and other miscellaneous amenities.* (*Ordinance No. 1083, 2-17-09*)

STRUCTURE shall mean anything constructed or built, any edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, which requires location on the ground or is attached to something having a location on the ground, including swimming and wading pools and covered patios, excepting outdoor areas such as paved areas, walks, tennis courts, and similar recreation areas.

STRUCTURE, TEMPORARY shall mean a structure permitted as a temporary use. (*Ordinance No. 1083, 2-17-09*)

STRUCTURAL ALTERATION shall mean any change in the support members of a building, such as in a bearing wall, column, beam or girder, floor or ceiling joists, roof rafters, roof diaphragms, foundations, piles, or retaining walls or similar components.

SUBDIVISION shall mean the division of land, lot, tract, or parcel into two or more lots, parcels, plats, or sites, or other divisions of land for the purpose of sale, lease, offer, or development, whether immediate or future. (*Ordinance No. 1083, 2-17-09*)

Section 5.10 C-1 Shopping Center Commercial.

5.10.01 Intent: *The purpose and intent of the City of La Vista in establishing the C-1 Shopping Center Commercial District is to provide convenient local retail shopping and service areas within the city for all residents and to provide for the development of new local commercial districts where so designated. This includes uses such as retail stores, banks, theaters, business offices, restaurants, and taverns.(Ordinance No. 1253, 6-15-15)*

This district prohibits all exterior storage by a primary use unless a separate Conditional Use Permit is requested for the use and granted by the City.

5.10.02 Permitted uses:

- 5.10.02.01 *Medical/dental offices and business services including: attorneys, banks, insurance, real estate offices, postal stations, credit services, security brokers, dealers and exchange, title abstracting, finance services and investment services; but not including uses defined in Adult Establishment. (Ordinance No. 950, 3-1-05)*
- 5.10.02.02 *Child care center.*
- 5.10.02.03 *Dance studio, not including uses defined in Adult Establishment.*
- 5.10.02.04 *Meeting hall, not including uses defined in Adult Establishment.*
- 5.10.02.05 *Museum, art gallery.*
- 5.10.02.06 *Retail business or service establishment supplying commodities or performing services, such as, or in compatibility with and including the following:*
 - 1. *Apparel shop.*
 - 2. *Appliance store.*
 - 3. *Antique store.*
 - 4. *Automobile parts and supply store.*
 - 5. *Bakery shop (retail).*
 - 6. *Barber and Beauty shop.*
 - 7. *Bicycle shop.*
 - 8. *Book store, not including uses defined in Adult Establishment.*
 - 9. *Brew-on premises store.*
 - 10. *Camera store.*
 - 11. *Communication services.*
 - 12. *Computer store.*
 - 13. *Confectionery.*
 - 14. *Dairy products sales.*
 - 15. *Drug store.*
 - 16. *Dry cleaning and laundry pickup.*
 - 17. *Exercise, fitness and tanning spa, not including uses defined in Adult Establishment.*
 - 18. *Food Sales (Limited).*
 - 19. *Food Sales (General).*
 - 20. *Floral shop.*
 - 21. *Mortuary.*
 - 22. *Furniture store or showroom.*
 - 23. *Gift and curio shop.*
 - 24. *Gunsmith.*
 - 25. *Hardware store.*
 - 26. *Hobby, craft, toy store.*
 - 27. *Jewelry store.*
 - 28. *Liquor store in conformance with Section 5.10.07.*
 - 29. *Locksmith.*
 - 30. *Meat market, retail.*
 - 31. *Music retail store.*
 - 32. *Newsstands, not including uses defined in Adult Establishment.*
 - 33. *Paint store.*
 - 34. *Photographer.*

35. Picture framing shop.
36. Reservation center.
37. Restaurants: Sit-Down, Fast Casual, and Fast Food.
38. Second hand stores.
39. Shoe store.
40. Smoke shop, tobacco store, and CBD store in conformance with Section 5.10.07. (**Ordinance No. 1433, 12-7-21**)
41. Sporting goods.
42. Stamp and coin stores.
43. Tailors and dressmakers.
44. Tanning salon.
45. Travel agencies.
46. Video store, not including uses defined in Adult Establishment.
47. Social club and fraternal organizations, not including uses defined in Adult Establishment.
48. Telephone exchange.
49. Telephone answering service.
50. Public overhead and underground local distribution utilities.
51. *Publicly owned and operated facilities.* (**Ordinance No. 950, 3-1-05**)
52. *Adult Day Care Services* (**Ordinance No. 1328, 9-18-18**)
53. *Tutoring and Exam Preparation Services* (**Ordinance No. 1341, 2-5-19**)
54. *Personal Services, not including uses defined in Adult Entertainment Establishment.* (**Ordinance No. 1369, 10-1-19**)

5.10.03 Permitted Conditional Uses:

- 5.10.03.01 Recreational establishments.
- 5.10.03.02 Department Store.
- 5.10.03.03 Variety store, not including uses defined in Adult Establishment.
- 5.10.03.04 Amusement arcades.
- 5.10.03.05 Brew Pubs.
- 5.10.03.06 Coffee Kiosks.
- 5.10.03.07 Microbreweries when in conjunction with a restaurant.
- 5.10.03.08 Automated Teller Machines when not within the interior of a primary use.
- 5.10.03.09 Theater, indoor, not including uses defined in Adult Establishment.
- 5.10.03.10 Bowling center.
- 5.10.03.11 Business or trade school.
- 5.10.03.12 Commercial greenhouse.
- 5.10.03.13 Mail order services.
- 5.10.03.14 Pinball or video games business.
- 5.10.03.15 Tavern and cocktail lounge, not including uses defined in Adult Establishment.
- 5.10.03.16 Totally enclosed, automated and conveyor-style car washes.
- 5.10.03.17 Convenience store with limited fuel sales.
- 5.10.03.18 Garden supply and retail garden center.
- 5.10.03.19 Outdoor storage in conjunction with another primary use.
- 5.10.03.20 Pet Health Services, provided the following:
 1. Said use is totally enclosed within a building.
 2. Said services shall be provided for dogs, cats, birds, fish, and similar small animals customarily used as household pets.
 3. Typical uses include animal veterinary clinics with overnight boarding, only if medically necessary, not exceeding 48 hours.
 4. Grooming shall only be associated with medical appointment.
 5. This excludes uses for livestock and other large animals and uses for general grooming, dog bathing and clipping salons.
- 5.10.03.21 *Self-storage units, provided:*
 1. *Storage unit is an extension of an existing self-storage unit or facility.*

2. *The topography and access of the property will limit the development of identified commercial uses.*
3. *No outdoor storage.*
4. *Unit or facility provides perimeter fencing in accordance with this ordinance and a vegetative screen of at least six (6) feet in height and twenty (20) feet in width to any adjacent residential zoned property.*
5. *Lighting on site shall not be directed at or allowed to shine on any residential zoned property.*
6. *Applications for self-storage units under the terms of this Section shall be accompanied by evidence concerning the feasibility of the proposed request and its affect on surrounding property and shall include a site plan defining the areas to be developed with buildings and/or structures, the areas to be developed for parking, driveways and points of ingress and egress, the location and height of walls and fences, the location and type of landscaping, and the location, size and number of signs.*
7. *Such use shall not be located adjacent to the intersection of two or more arterial streets.*
8. *The property shall have at least one boundary line that is adjacent to other property that is zoned I-1 Light Industrial or I-2 Heavy Industrial.*
9. *Such use shall not include storage of explosives or hazardous materials and shall be in accordance with the intent, purpose and spirit of this ordinance and the Comprehensive Development Plan of La Vista, Nebraska.*

(Ordinance No. 954, 7-5-05)

5.10.03.22 *Event center, provided:*

1. *A conditional use permit would need to include specifics to the design and operation of the proposed center and individual activities, including, but not limited to, a detailed site plan and floor plan, a complete list of appointed or designated managers for each event at the center, and a complete description and duration of each event submitted to the city prior to each event.*
2. *Lighting on site shall not be directed at or allowed to shine on any residential zoned property.*
3. *Buildings utilized as event centers shall be accompanied by evidence concerning the feasibility of the proposed request and its affect on surrounding property and shall include a site plan defining the areas to be developed with buildings and/or structures, the areas to be developed for parking, driveways and points of ingress and egress, the location and height of walls and fences, the location and type of landscaping, and the location, size and number of signs.*
4. *All signage shall comply with the City's established regulations.*

(Ordinance No. 955, 7-19-05)

5.10.03.23 *Animal Specialty Services with or without overnight boarding of animals and outdoor exercise areas. (Ordinance No. 1253, 6-16-15)*

5.10.03.24 *Pet Shop. (Ordinance No. 1253, 6-16-15)*

5.10.04 Permitted Accessory Uses:

- 5.10.04.01 *Buildings and uses customarily incidental to the permitted uses.*
- 5.10.04.02 *Parking as allowed in Section 7.05 through 7.09.*
- 5.10.04.03 *Signs allowed in Section 7.01 through 7.04.*
- 5.10.04.04 *Landscaping as required by Section 7.17.*
- 5.10.04.05 *Solar Energy Conversion Systems as provided for in Section 7.15. (Ordinance No. 1389, 3-3-2020)*

5.10.05 Permitted Temporary Uses

Temporary Uses require a permit from the City of La Vista and shall be valid only for a specific amount of time as indicated on said permit. All platted lots or tracts of land may have a maximum number of four (4) temporary uses per calendar year. Such uses shall not last more than two (2) weeks per use, except as provided for hereafter. (Ordinance No. 998, 7-18-06)

- 5.10.05.01 Temporary greenhouses.
- 5.10.05.02 Temporary structures as needed for sidewalk and other outdoor sales events.
- 5.10.05.03 Fireworks stands, provided the criteria are met as established by the City through separate Ordinances.
- 5.10.05.04 Buildings and uses incidental to construction work *are permitted to remain until completion or abandonment of the construction work, at which time they shall be removed. (Ordinance No. 998, 7-18-06)*
- 5.10.05.05 Temporary structure for festivals or commercial events.

5.10.06 Height and Lot Requirements:

- 5.10.06.01 The height and minimum lot requirements shall be as follows:

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	-	150'	25' ¹	10'	25'	45'	60%
Permitted Conditional Uses	-	150'	25' ¹	10'	25'	45'	60%

^{1.} 25' front yard setback required only when no parking is present in the front yard. If parking is located in the front yard then front yard setback is a minimum of fifty (50) feet.

5.10.07 Use Limitations:

- 5.10.07.01 When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within fifteen (15) feet of such district.
- 5.10.07.02 Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Section 7.17.04.
- 5.10.07.03 Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
- 5.10.07.04 Zoning and land use standards for smoke shops, tobacco stores, CBD stores, and liquor stores shall be as follows:
 - Except as provided in subsection 5.10.07.04.04 below, the grouping of age sensitive uses (such as smoke shops, tobacco stores, CBD stores and liquor stores) shall be discouraged, and such uses shall be compatible with surrounding uses.
 - Except as provided in subsection 5.10.07.04.04 below, smoke shops, tobacco stores, CBD stores, and liquor stores shall not be located within three hundred (300) feet, measured property line to property line, from a school (public or private), family day care home, child care facility, youth center, community center, recreational facility or any other facility where children regularly gather or are present, or any park, church, religious institution, hospital, or other similar facility or uses.
 - Except as provided in subsection 5.10.07.04.04 below, smoke shops, tobacco stores, CBD stores, and liquor stores shall not be located within one thousand (1,000) feet, measured from property line to property line, from another smoke shop, tobacco store, CBD store, or liquor store in the same zoning district.
 - Wellness-oriented CBD stores engaged in the retail sale of cannabidiol ("CBD") and hemp oil products such as oils, skin care products, and other nutritional or therapeutic CBD based products, and that do not sell products to be smoked or vaped, or accessories or paraphernalia connected with smoking or vaping (such as bongs, glass or water pipes, vaporizers or dab rigs), shall not be subject to the requirements of Sections 5.10.07.04.01 through 5.10.07.04.03.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 7, 2023 AGENDA**

Subject:	Type:	Submitted By:
APPLICATION FOR REPLAT – LOTS 1 & 2 B&T ADDITION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CALE BRODERSON ASSOCIATE PLANNER

SYNOPSIS

A resolution has been prepared to approve a replat of Lots 880, 881, and 1301 La Vista, being replatted as Lots 1 and 2 B&T Addition. The applicants are seeking to incorporate a portion of vacated 78th Street right-of-way into their existing, adjoining properties.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

A resolution has been prepared for Council to consider an application submitted by Terry and Mary Frecks, and Wyatt and Elizabeth Buls for a replat, designated as B&T Addition to allow for them to obtain ownership from the City of a portion of unused 78th Street right-of-way that they have been maintaining. On November 16, 2021 La Vista City Council adopted Ordinance No. 1431 approving the vacation and conveyance of unused 78th Street right-of-way to the neighboring property owners who have been maintaining the right-of-way, contingent upon the replatting of the properties to incorporate the additional land into the existing properties. One of the applicants is seeking official ownership of the property to increase the buildable area on their lot, to allow for the future construction of an attached garage.

The required remonstrance period for the sale of the property was completed, without the filing of remonstrance, on 12/27/2021. The formal sale and transfer of the property may take place upon completion of the platting process. The application for a replat was submitted on January 11, 2022. City staff issued the initial review letter to the applicant on January 26, 2022, and the applicant resubmitted for further review on September 19, 2023.

A detailed staff report is attached.

The Planning Commission held a meeting on October 19, 2023, and voted 7-0 to recommend approval of the Replat, as the Replat request is consistent with the Subdivision Regulations.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOTS 880, 881, AND 1301 LA VISTA TO BE REPLATTED AS LOTS 1 AND 2 B&T ADDITION, A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described property applied for approval of a replat for Lots 880, 881, and 1301 La Vista to be replatted as Lots 1 and 2 B&T Addition; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on October 19, 2023, the La Vista Planning Commission held a meeting and reviewed the replat and recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat for Lots 880, 881, and 1301 La Vista to be replatted as Lots 1 and 2 B&T Addition, a subdivision located in the northwest quarter of Section 14, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located west of the intersection of S. 78th Street and Park View Boulevard, be, and hereby is, approved.

PASSED AND APPROVED THIS 7TH DAY OF NOVEMBER 2023.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, MMC
City Clerk



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

CASE #S: PSPP21-0001 & PSFP21-0001;

FOR HEARING ON: NOVEMBER 7, 2023

REPORT PREPARED ON: OCTOBER 31, 2023

I. GENERAL INFORMATION

A. APPLICANT(S):

Wyatt & Liz Buls
7801 Park View Blvd
La Vista, NE 68128

Terry & Mary Frecks
7741 Park View Blvd
La Vista, NE 68128

B. PROPERTY OWNERS:

Same as applicants

C. LOCATION: 7741 Park View Blvd and 7801 Park View Blvd, along Park View Blvd adjacent to S. 78th St.

D. LEGAL DESCRIPTION: Lots 880, 881, and 1301 La Vista, to be replatted as Lots 1 and 2 B&T Addition.

E. REQUESTED ACTION(S): Approval of a replat to incorporate a portion of vacated 78th Street right-of-way into two adjoining properties.

F. EXISTING ZONING AND LAND USE: R-1 Single Family Residential Zoning District.

G. PURPOSE OF REQUEST: Applicants are seeking to obtain ownership from the City of a portion of unused 78th Street right-of-way that they have been maintaining. As part of the right-of-way vacation process, the properties need to be replatted in order to incorporate the additional land into the two adjoining properties. One of the applicants is seeking official ownership of the property to increase the buildable area on his lot, to allow for the future construction of an attached garage.

H. SIZE OF SITE: Approximately 0.67 acres.

II. BACKGROUND INFORMATION

A. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

<u>Direction From Subject Property</u>	<u>Future Land Use Designation</u>	<u>Current Zoning Designation</u>	<u>Surrounding Development</u>
North	Urban Medium Intensity Residential	R-1 Single Family Residential	Single Family Homes; La Vista Subdivision
East	Urban Medium Intensity Residential	R-1 Single Family Residential	Single Family Homes; La Vista Subdivision
South	Urban Medium Intensity Residential	R-1 Single Family Residential	Single Family Homes; La Vista Subdivision
West	Parks & Open Space	R-1 Single Family Residential	Central Park

B. RELEVANT CASE HISTORY:

1. On November 16, 2021 La Vista City Council adopted Ordinance No. 1431 approving the vacation and conveyance of unused 78th Street right-of-way to Wyatt and Elizabeth Buls and Terry and Mary Frecks, neighboring property owners who have been maintaining the right-of-way, contingent upon the replatting of the properties.
2. The required remonstrance period for the sale of the property was completed, without the filing of remonstrance, on 12/27/2021. The formal sale and transfer of the property may take place upon completion of the platting process.
3. The application for a replat was submitted on January 11, 2022. City staff issued the initial review letter to the applicant on January 26, 2022. The applicant resubmitted for further review on September 19, 2023.

C. APPLICABLE REGULATIONS:

1. Section 5.06 of the City of La Vista Zoning Ordinance – R-1 Single-Family Residential
2. La Vista Subdivision Regulations

III. ANALYSIS

A. COMPREHENSIVE PLAN:

1. The Future Land Use Map of the La Vista Comprehensive Plan designates this property for urban medium intensity residential development.

B. OTHER PLANS: N/A.

C. TRAFFIC AND ACCESS:

1. Access to this site will not change, and will be maintained through separate driveway entrances to the two residential properties off of Park View Blvd.

D. UTILITIES:

1. The property has access to all necessary utilities.

E. PARKING REQUIREMENTS:

1. N/A

IV. REVIEW COMMENTS

- A.** A 30' drainage and utility easement is included on the final plat to ensure that adequate maintenance access is retained to the storm sewer line located under a portion of the right-of-way to be vacated.

V. STAFF RECOMMENDATION – REPLAT:

Staff recommends approval of the replat for Lots 880, 881, and 1301 La Vista, to be replatted as Lots 1 and 2 B&T Addition, as the replat is consistent with La Vista's Subdivision Regulations.

VI. PLANNING COMMISSION RECOMMENDATION – REPLAT:

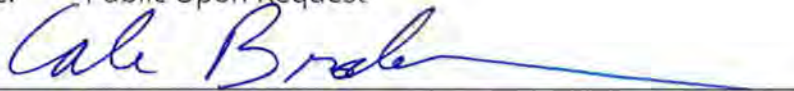
The Planning Commission met on October 19, 2023 and voted 7 for and 0 against to recommend approval of the replat for Lots 880, 881, and 1301 La Vista, to be replatted as Lots 1 and 2 B&T Addition, as the replat is consistent with La Vista's Subdivision Regulations.

VII. ATTACHMENTS TO REPORT:

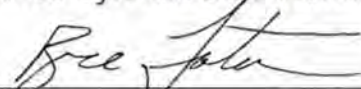
- A. Vicinity Map
- B. Review letter & Response Letter
- C. Preliminary Plat
- D. Final Plat

VIII. COPIES OF REPORT SENT TO:

- A. Wyatt and Liz Buls
- B. Terry and Mary Frecks
- C. Public Upon Request



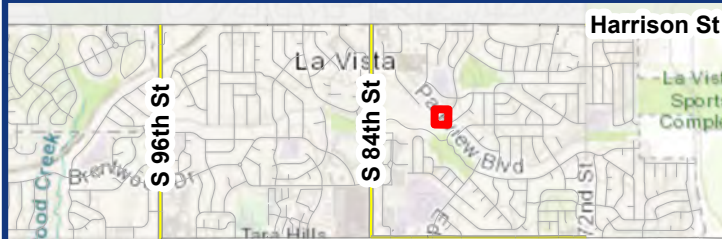
Prepared by: Associate Planner


Community Development Director

10/31/23
Date



Vicinity Map: Replat; B & T Addition



Legend

-  La Vista Parcels
-  Proposed Replat Boundary





January 26, 2022

Michael Frecks
TREKK Design Group, LLC
2858 Sprague Street
Omaha, NE 68111

RE: B&T Addition – Preliminary & Final Plat Applications – Initial Review Letter

Mr. Frecks,

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

1. It is believed that a 36" diameter storm sewer runs in the vicinity of the centerline of the ROW, or the proposed lot line between Lot 1 and Lot 2, B&T Addition. Attached is a hand drawn sheet provided from Public Works' files for your consideration. The 36" diameter storm sewer pipe will need an easement on either side of the alignment for Public Works to access the pipe.
2. Please state the flowlines and sizes of the existing public utilities (storm and sanitary sewer) within the proposed ROW vacation on the preliminary plat, per Section 3.03.10 of La Vista's Subdivision Regulations.
3. The existing OPPD power line varies from what would be considered a typical back lot easement through the vacated ROW. Please contact OPPD to confirm there are no concerns in terms of access to the line and/or if a back-lot utility easement should be dedicated through the area to be vacated.

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

Community Development
8116 Park View Blvd.
402.593.6400 P
402.593.6445 F

Library
9110 Giles Rd.
402.537.3900 P
402.537.3902 F

Police
7701 S. 96th St.
402.331.1582 P
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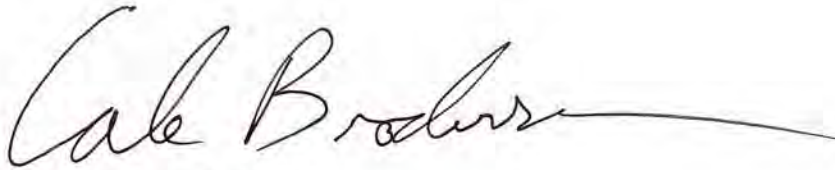
Public Works
9900 Portal Rd.
402.331.8927 P
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 P
402.331.0299 F

4. Please confirm there are no other private utilities running through the side lots of the former lot lines of Lot 1301 and Lot 880 that abuts the ROW vacation. If there are, additional easements may need to be granted for said utilities.
5. Per Section 3.05.11, the notarized dedication on the Final Plat should be revised to include a notary block for all parties having any titled interest in or lien upon the land (including mortgage holders).
6. Please provide a County Treasurer Approval Block on the Final Plat that is consistent with Section 10.07 of the Subdivision Regulations, stating that there are no regular or special taxes due or delinquent against the platted land use.
7. Please remove the Sarpy County Planning and Zoning and Sarpy County Commission blocks from the Final Plat. These are not required.
8. Please provide a La Vista Planning Commission approval block on the Final Plat consistent with Section 10.03 of the Subdivision Regulations.
9. Please revise the La Vista City Council approval block on the Final Plat to be consistent with Section 10.04 of the Subdivision Regulations.
10. The City of La Vista Planning and Zoning block can be removed.
11. Please see attached the review comments provided by Sarpy County Public Work. Please make the revisions as necessary, except please remove the Sarpy County Board of Commissioners title block in its entirety.
12. Please provide a 5" X 2.5" space in the upper right-hand corner to allow for the placement of a recording sticker to show acceptance by the Sarpy County Register of Deeds, per Section 10.05 of the Subdivision Regulations.
13. The La Vista City Council approved an ordinance to vacate the old 78th Street ROW on 11/16/2021, the ordinance was published on 11/24/2021, then subsequent notices of the real estate sale were published for three weeks (12/1, 12/8, and 12/15). The required 30-day remonstrance period following the publication of ordinance was concluded, without the filing of remonstrance, on 12/27/2021. The date and details of closing on this vacated right-of-way will be determined upon resubmittal of the Preliminary and Final Plats.

Please resubmit 2 paper copies of the revised Preliminary and Final Plats (along with electronic copies) to the City for further review. A timeline for review by the Planning Commission and City Council will be determined based on the timing of the resubmittal and the extent to which the issues noted this review have been sufficiently addressed. If you have any questions regarding these comments, please feel free to contact me at any time.

Thank you,

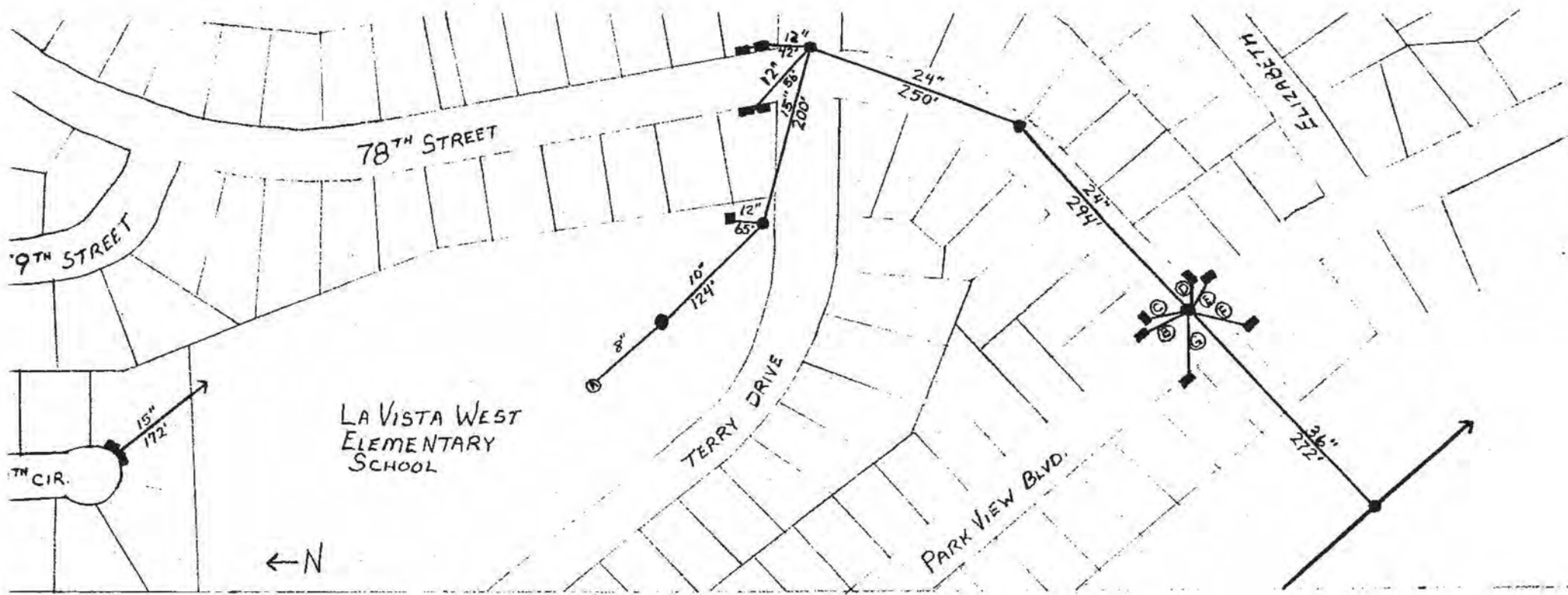
A handwritten signature in black ink, reading "Cale Brodersen", followed by a long horizontal flourish line.

Cale Brodersen, AICP
Assistant Planner
City of La Vista
cbrodersen@cityoflavista.org
(402) 593-6405

cc:

Terry Frecks, Property Owner
Wyatt Buls, Property Owner
Bruce Fountain, Community Development Director – City of La Vista
Christopher Solberg, Deputy Community Development Director – City of La Vista
Pat Dowse, City Engineer – City of La Vista

Enclosures



- - CURB IN-LET
- - MAINTENANCE HOLE
- - COLLECTION LINE
- - AREA IN-LET

- A - DRAINAGE FROM SCHOOL BUILDING
- B - 12" x 54'
- C - 12" x 42'
- D - 12" x 31'
- E - 12" x 32'
- F - 12" x 40'
- G - 12" x 61'



SARPY COUNTY

Dennis L. Wilson, P.E., PhD
Sarpy County Engineer

PUBLIC WORKS DEPARTMENT
15100 South 84th Street ♦ Papillion, NE 68046-2895
Phone (402) 537-6900 ♦ FAX (402) 537-6955 ♦ www.sarpy.com

TO: Cale Brodersen, City of La Vista, Assistant Planner
Meghan Enberg, City of La Vista, Permit Technician

FROM: Michael R. Sharp, RLS, Registered Land Surveyor

DATE: Thursday, January 13, 2022

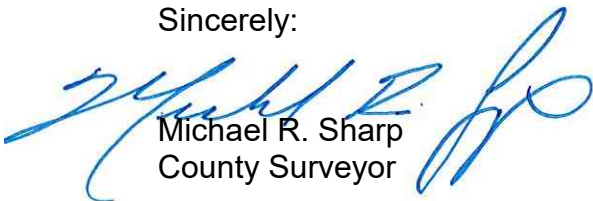
RE: B & T Addition

Sarpy County Public Works has reviewed the application, as submitted. Please see the attached plan with comments for the Final Plat.

- Add Lots (1 and 2) in caption below subdivision name.
- Insert Subdivision name in Property Description.
- Take out the Missouri Standards.
- Add Sarpy County Review Block (See Attached).
- Change to (Sarpy County Board of Commissioners).
- Take out (To be) in the vacation and add the Ordinance Number.
- Is the Easement with the Plat or separate document to be filed?

Any questions please contact me at (402)537-6909.

Sincerely:



Michael R. Sharp
County Surveyor



January 26, 2022

Michael Frecks
TREKK Design Group, LLC
2858 Sprague Street
Omaha, NE 68111

RE: B&T Addition – Preliminary & Final Plat Applications – Initial Review Letter

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1. It is believed that a 36" diameter storm sewer runs in the vicinity of the centerline of the ROW, or the proposed lot line between Lot 1 and Lot 2, B&T Addition. Attached is a hand drawn sheet provided from Public Works' files for your consideration. The 36" diameter storm sewer pipe will need an easement on either side of the alignment for Public Works to access the pipe. *Added Storm Line onto Prelim and an additional 15' Utility Esmt. on Lot 1.*
2. Please state the flowlines and sizes of the existing public utilities (storm and sanitary sewer) within the proposed ROW vacation on the preliminary plat, per Section 3.03.10 of La Vista's Subdivision Regulations. *DONE*
3. The existing OPPD power line varies from what would be considered a typical back lot easement through the vacated ROW. Please contact OPPD to confirm there are no concerns in terms of access to the line and/or if a back-lot utility easement should be dedicated through the area to be vacated.

Revised layout.

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4. Please confirm there are no other private utilities running through the side lots of the former lot lines of Lot 1301 and Lot 880 that abuts the ROW vacation. If there are, additional easements may need to be granted for said utilities. *No Known. See Utility Note.*
5. Per Section 3.05.11, the notarized dedication on the Final Plat should be revised to include a notary block for all parties having any titled interest in or lien upon the land (including mortgage holders). *DONE*
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Added Vacation Ordinance # onto FP



SARPY COUNTY

Dennis L. Wilson, P.E., PhD
Sarpy County Engineer

PUBLIC WORKS DEPARTMENT
15100 South 84th Street ♦ Papillion, NE 68046-2895
Phone (402) 537-6900 ♦ FAX (402) 537-6955 ♦ www.sarpy.com

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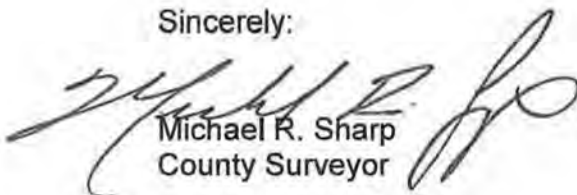
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- Insert Subdivision name in Property Description. *DONE*
- Take out the Missouri Standards. *DONE*
- Add Sarpy County Review Block (See Attached). *DONE*
- Change to (Sarpy County Board of Commissioners). *← Removed per City Comment #11*
- Take out (To be) in the vacation and add the Ordinance Number. *DONE*
- Is the Easement with the Plat or separate document to be filed? *Dedicated by Plat. See OWNER'S CERT.*

Any questions please contact me at (402)537-6909.

Sincerely:


Michael R. Sharp
County Surveyor



LOCATION MAP
LA VISTA, NEBRASKA
(NOT TO SCALE)

UTILITY NOTE

ONE CALL UTILITY LOCATION (811), TICKETING SERVICE WAS USED TO REQUEST THE LOCATION OF EXISTING UTILITIES.

NO WATER SERVICES WERE MARKED DURING REQUEST

TREKK DESIGN GROUP DOES NOT GUARANTEE THE ACCURACY AND COMPLETENESS OF EXISTING UTILITIES FOR THIS PROJECT. THERE MAY BE ADDITIONAL UTILITIES, WHETHER PRIVATE OR PUBLIC THAT WERE NOT ACCURATELY OR COMPLETELY LOCATED BY THE REQUEST FOR UTILITY LOCATES UTILIZING (811). ONLY VISIBLY MARKED UTILITY'S WERE GATHERED FOR THIS PROJECT AND ARE AS DISPLAYED.

OWNERS

OWNER LOT 1301, LA VISTA
(N/F): BULLS, WYATT & ELIZABETH
ADDRESS: 7801 PARK VIEW BLVD.
PARCEL# 010542337
SURVIVORSHIP WARRANTY DEED INST.#2014-18754

OWNER LOTS 880 & 881, LA VISTA
(N/F): FRECKS, TERRY L. & MARY H.
ADDRESS: 7741 PARK VIEW BLVD.
PARCEL# 010548803
CORPORATION WARRANTY DEED INST. #199206380

OWNER: PORTION OF UNDEVELOPED S. 78TH STREET
CITY OF LA VISTA, NEBRASKA
ADDRESS: (N/A)
PARCEL # (N/A)
DEDICATION BY PLAT

FLOOD PLAIN STATEMENT

THESE LOTS ARE LOCATED IN (ZONE X), 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE, PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY, COMMUNITY PANEL NUMBER 31153C0070H, EFFECTIVE DATE: MAY 3, 2010.

ZONING REGULATIONS

THESE LOTS ARE CURRENTLY ZONED "R-1"
SINGLE FAMILY RESIDENTIAL
PER THE CITY OF LA VISTA, NEBRASKA ZONING MAP

SECTION 5.06.03

HEIGHT AND LOT REQUIREMENTS; SINGLE FAMILY DWELLING (EXISTING DWELLING)

LOT AREA: 5,000 S.F.
LOT WIDTH: 60 FT. MINIMUM
FRONT YARD: 30 FT. MINIMUM
SIDE YARD: 5 FT. MINIMUM
REAR YARD: 30 FT. MINIMUM
MAX HEIGHT: 35 FT.
MAX LOT COVERAGE: 35%

HEIGHT AND LOT REQUIREMENTS; SINGLE FAMILY DWELLING (FUTURE DEVELOPMENT)

LOT AREA: 7,000 S.F.
LOT WIDTH: 70 FT. MINIMUM
FRONT YARD: 30 FT. MINIMUM
SIDE YARD: 10 FT. MINIMUM
REAR YARD: 30 FT. MINIMUM
MAX HEIGHT: 35 FT.
MAX LOT COVERAGE: 40%

PRELIMINARY PLAT

B & T ADDITION

LOTS 1 AND 2

BEING A REPLAT OF LOTS 880, 881 & 1301 OF LA VISTA SUBDIVISION
AND A VACATION OF A PORTION OF UNDEVELOPED S. 78TH STREET

CITY OF LA VISTA, SARPY COUNTY, NEBRASKA
NOVEMBER 26, 2021
REVISED: SEPTEMBER 19, 2023

GENERAL NOTES

- RECORD TITLE INFORMATION WAS NOT PROVIDED FOR THIS SURVEY.
- OWNERSHIP, PARCEL ID, ZONING AND DEED INFORMATION WAS GATHERED UTILIZING THE SARPY COUNTY, NEBRASKA, ONLINE GIS PORTAL.
- TRACT MAY BE SUBJECT TO EASEMENT'S, RESTRICTION'S, AND COVENANT'S, WHETHER OF RECORD OR NOT.
- NO ENVIRONMENTAL ISSUES ARE ADDRESSED IN THIS SURVEY.
- NO IRRIGATION EQUIPMENT (SPRINKLER SYSTEMS) ARE SHOWN FOR THIS SURVEY.
- THE PORTION OF THE EXISTING PLATTED 78TH STREET LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD HAS NOT BEEN DEVELOPED AND HAS MAINTAINED BY THE ADJOINING OWNERS.
- THE INTENT OF THIS SURVEY, IS TO HAVE THE PORTION OF THE EXISTING PLATTED 78TH STREET LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD, VACATED AND ADJUST THE LOT LINES FOR LOTS 1301, AND 880 - 881 TO THE CENTERLINE OF THE VACATED ROADWAY.

SCALE: 1" = 20'

BEARINGS ARE REFERENCED TO GRID NORTH OF THE NEBRASKA STATE PLANE COORDINATE SYSTEM (NAD-83) AS GATHERED FROM GPS OBSERVATION.

LEGEND

E	EXISTING 3/4" IRON PIPE (UNLESS OTHERWISE NOTED)	T	UNDERGROUND TELEPHONE
S	SET 1/2" REBAR WITH CAP "RLS-490" (UNLESS NOTED OTHERWISE)	S	SANITARY SEWER
o	IRON PIPE/REBAR (UNLESS NOTED OTHERWISE)	W	WATERLINE
■	PERMANENT MONUMENT (5/8" REBAR W/ALUM. CAP)	G	GAS LINE
■	STONE MONUMENT	OE	OVERHEAD ELECTRIC
X	DRILL HOLE WITH CHISELED "X"	UE	UNDERGROUND ELECTRIC
△	R/W MARKER	FO	FIBER OPTIC
R/W	RIGHT-OF-WAY	OTV	OVERHEAD CABLE TV
⊕	CENTERLINE	SS	EXIST. STORM SEWER
IP	IRON PIPE	OT	OVERHEAD TELEPHONE
RE	REBAR	PP	POWER POLE
(OTP)	OPEN TOP PIPE	●	LIGHT POLE
(CTP)	CHIMNEY TOP PIPE	●	BRACE POLE
(W)	MEASURED DISTANCE	+	GUY WIRE ANCHOR
(REC.)	RECORD MEASUREMENT	EMH	ELECTRIC MANHOLE
CALC	CALCULATED POSITION/DISTANCE	TMH	TELEPHONE/COMM MANHOLE
P.O.B.	POINT OF BEGINNING	TMED	TELEVISION PEDESTAL
P.O.C.	POINT OF COMMENCEMENT	TMED	TELEPHONE PEDESTAL
WD XXX-XXX	DEED RECORDED IN BOOK XXX, PAGE XXXX	GV	GAS VALVE
-X-	FENCE	GM	GAS METER
SM	SANITARY MANHOLE	SSM	STORM SEWER MANHOLE
⊙	SANITARY CLEAN OUT		
WM	WATER METER		
WV	WATER VALVE		
FD	FIRE HYDRANT		
WV	WATER SHUTOFF VALVE		

PROPERTY DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH PRINCIPAL MERIDIAN, LA VISTA, SARPY COUNTY, NEBRASKA, SAID TRACT BEING LOT 880, LOT 881, LOT 1301 AND A PORTION OF PLATTED SEVENTY-EIGHT (78TH) STREET LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD, AS SHOWN BY LA VISTA, A SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE 7 OF THE RECORDS OF THE REGISTER OF DEEDS OF SAID SARPY COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1301; THENCE WITH THE WEST LINE OF SAID LOT 1301, N42°45'34"E, 110.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1301 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD; THENCE LEAVING SAID WEST LINE AND WITH SAID SOUTHERLY RIGHT-OF-WAY LINE, S44°14'24"E, 95.00 FEET TO THE CENTERLINE OF SAID (78TH) STREET; THENCE CONTINUING WITH SAID SOUTHERLY RIGHT-OF-WAY LINE, S44°14'24"E, 111.26 FEET; THENCE 41.74 FEET ALONG A 504.80-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S41°52'16"E, 41.73 FEET TO THE NORTHEAST CORNER OF SAID LOT 881; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE AND WITH THE EAST LINE OF SAID LOTS 881 AND 880, S50°22'32"W, 123.68 FEET TO THE SOUTHEAST CORNER OF SAID LOT 880; THENCE LEAVING SAID EAST LINE AND WITH THE SOUTH LINE OF SAID LOT 880, AND PROJECTION THEREOF, N44°14'24"W, 143.00 FEET TO THE SAID CENTERLINE OF (78TH) STREET; THENCE LEAVING SAID SOUTH LINE, N17°40'30"W, 33.54 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1301; THENCE WITH SAID SOUTH LINE, N44°14'24"W, 65.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 29,157 SQUARE FEET (0.67 ACRES), MORE OR LESS.

PRELIMINARY PLAT

B & T ADDITION

BEING A REPLAT OF LOTS 880, 881 & 1301 OF LA VISTA SUBDIVISION
AND A VACATION OF A PORTION OF UNDEVELOPED S. 78TH STREET
CITY OF LA VISTA, SARPY COUNTY, NEBRASKA

DATE: SEPTEMBER 19, 2023

SCALE: 1" = 20'

PROJECT: 21-0196

DRAWN BY: CRH

MICHAEL FRECKS
PROFESSIONAL LAND SURVEYOR
RLS #490

JOB # 21-0196
PRELIMINARY PLAT - B & T ADDITION

TREKK
DESIGN GROUP, LLC
2808 SPRINGUE ST.
OMAHA, NE 68111
PH: (402) 330-2802
MFRECKS@TREKDESIGNGROUP.COM



LOCATION MAP
LA VISTA, NEBRASKA
(NOT TO SCALE)

LEGEND

- E EXISTING 3/4" IRON PIPE (UNLESS OTHERWISE NOTED)
- S SET 1/2" REBAR WITH CAP "RLS-490" (UNLESS NOTED OTHERWISE)
- o IRON PIPE/REBAR (UNLESS NOTED OTHERWISE)
- PERMANENT MONUMENT (5/8" REBAR W/ALUM. CAP)
- STONE MONUMENT
- X_{TH} DRILL HOLE WITH CHISELED "X"
- Δ R/W MARKER
- R/W RIGHT-OF-WAY
- CL CENTERLINE
- IP IRON PIPE
- RE REBAR
- (OTP) OPEN TOP PIPE
- (CTP) CRIMPED TOP PIPE
- (M) MEASURED DISTANCE
- (REC.) RECORD MEASUREMENT
- CALC. CALCULATED POSITION/DISTANCE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- WD XXX-XXX DEED RECORDED IN BOOK XXX, PAGE XXXX
- X- FENCE

LIEN HOLDER CONSENT

THE UNDERSIGNED HOLDER OF THAT CERTAIN LIEN AGAINST THE REAL PROPERTY DESCRIBED AS LOT 2 IN THE PLAT KNOWN AS B & T ADDITION, LOTS 1 AND 2 (HEREINAFTER "PLAT"), SAID LIEN BEING RECORDED IN THE OFFICE OF THE REGISTRY OF DEEDS OF SARPY COUNTY, NEBRASKA AS INSTRUMENT NO. 199206380 (HEREINAFTER "LIEN"), DOES HEREBY CONSENT TO THE DEDICATION OF AND SUBORDINATE THE LIEN TO ANY UTILITY (SANITARY SEWER, STORM SEWER, WATER, ELECTRIC, CABLE TV, TELEPHONE, NATURAL GAS) EASEMENTS, OR STREETS OR ROADS, PEDESTRIAN WAY EASEMENTS, AND ACCESS EASEMENTS AND ENCUMBRANCES TO ACCESS, DEDICATED TO PUBLIC, ALL AS SHOWN ON THE PLAT, BUT NOT OTHERWISE. THE UNDERSIGNED CONFIRMS THAT IT IS THE HOLDER OF THE LIEN AND HAS NOT ASSIGNED THE LIEN TO ANY OTHER PERSON.

NewRez LLC, (LIEN HOLDER)

BY: _____ (SIGNATURE)
STATE OF _____ } SS (PRINTED NAME)

ON THIS _____ DAY OF _____, 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AFORESAID COUNTY PERSONALLY APPEARED _____, KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE NAMES ARE AFFIXED TO THIS DEDICATION ON THIS PLAT AND ACKNOWLEDGED TO ME THAT THEY EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED AS SAID.

NOTARY PUBLIC
MY COMMISSION #
EXPIRES

ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF B & T ADDITION, LOTS 1 AND 2 WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ON THIS _____ DAY OF _____, 2023, IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

MAYOR

ATTEST: _____
CITY CLERK

APPROVAL OF THE PLANNING COMMISSION OF LA VISTA, NEBRASKA

THIS PLAT OF B & T ADDITION, LOTS 1 AND 2 WAS APPROVED BY THE LA VISTA PLANNING COMMISSION THIS _____ DAY OF _____, 2023.

CHAIRPERSON, LA VISTA PLANNING COMMISSION

B & T ADDITION

LOTS 1 AND 2
BEING A REPLAT OF LOTS 880, 881 & 1301 OF LA VISTA SUBDIVISION
AND A VACATION OF A PORTION OF UNDEVELOPED S. 78TH STREET
CITY OF LA VISTA, SARPY COUNTY, NEBRASKA



DATE:
SEPTEMBER 19, 2023
PROJECT:
21-0196

SCALE:
1" = 20'
DRAWN BY:
CRH

MICHAEL FRECKS
PROFESSIONAL LAND SURVEYOR
RLS #490

OWNERS

OWNER LOT 1301, LA VISTA
(N/F): BULLS, WYATT & ELIZABETH
ADDRESS: 7801 PARK VIEW BLVD.
PARCEL# 010542337
SURVIVORSHIP WARRANTY DEED INST.#2014-18754

OWNER LOTS 880 & 881, LA VISTA
(N/F): FRECKS, TERRY L. & MARY H.
ADDRESS: 7741 PARK VIEW BLVD.
PARCEL# 010549803
CORPORATION WARRANTY DEED INST.#199206380

OWNER: PORTION OF UNDEVELOPED S. 78TH STREET
CITY OF LA VISTA, NEBRASKA
ADDRESS: (N/A)
PARCEL # (N/A)
DEDICATION BY PLAT

FINAL PLAT B & T ADDITION

LOTS 1 AND 2
BEING A REPLAT OF LOTS 880, 881 & 1301 OF LA VISTA SUBDIVISION
AND A VACATION OF A PORTION OF UNDEVELOPED S. 78TH STREET
CITY OF LA VISTA, SARPY COUNTY, NEBRASKA
SEPTEMBER 19, 2023

LA VISTA (SUBDIVISION)
RECORDED IN PLAT BOOK 4, PAGE 7

SCALE: 1" = 20'
0 10 20 40

BEARINGS ARE REFERENCED TO GRID NORTH OF THE NEBRASKA
STATE PLANE COORDINATE SYSTEM (NAD-83) AS GATHERED FROM
GPS OBSERVATION.

FLOOD PLAIN STATEMENT

THESE LOTS ARE LOCATED IN (ZONE X), 0.2% ANNUAL CHANCE FLOOD HAZARD,
AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT
OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE, PER THE FEDERAL
EMERGENCY MANAGEMENT AGENCY, COMMUNITY PANEL NUMBER 31153C0070H,
EFFECTIVE DATE: MAY 3, 2010.

GENERAL NOTES

- RECORD TITLE INFORMATION WAS NOT PROVIDED FOR THIS SURVEY.
- OWNERSHIP, PARCEL ID, ZONING AND DEED INFORMATION WAS GATHERED UTILIZING THE SARPY COUNTY, NEBRASKA, ONLINE GIS PORTAL.
- TRACT MAY BE SUBJECT TO EASEMENT'S, RESTRICTION'S, AND COVENANT'S, WHETHER OF RECORD OR NOT.
- THE PORTION OF THE EXISTING PLATTED 78TH STREET LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD HAS NOT BEEN DEVELOPED AND HAS BEEN MAINTAINED BY THE ADJOINING OWNERS.
- THE INTENT OF THIS SURVEY, IS TO HAVE THE PORTION OF THE EXISTING PLATTED 78TH STREET LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD, VACATED AND ADJUST THE LOT LINES FOR LOTS 1301, AND 880 - 881 TO THE CENTERLINE OF THE VACATED ROADWAY.
- ALL CURVE DIMENSIONS ARE ARC MEASUREMENTS UNLESS NOTED OTHERWISE AS CH. FOR CHORD DIMENSIONS.

OWNERS CERTIFICATION

WE, THE UNDERSIGNED OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE LAID OUT, PLATTED AND SUBDIVIDED, AND DO HEREBY LAY OUT, PLAT AND SUBDIVIDED, SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS B & T ADDITION, LOTS 1 AND 2, AN ADDITION TO THE CITY OF LA VISTA, NEBRASKA. ALL STREETS AND ALLEYS AS SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC UNLESS SPECIFICALLY NOTED HEREIN. OTHER PUBLIC LANDS SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY RESERVED FOR PUBLIC USE.

CLEAR TITLE TO THE LAND CONTAINED IN THIS PLAT IS GUARANTEED. ANY ENCUMBRANCES OR SPECIAL ASSESSMENTS ARE EXPLAINED AS FOLLOWS:

THERE ARE STRIPS OF GROUND SHOWN OR DESCRIBED ON THIS PLAT AND MARKED EASEMENT, RESERVED FOR THE USE OF PUBLIC UTILITY'S AND SUBJECT TO THE PARAMOUNT RIGHT OF UTILITY OR CITY TO INSTALL, REPAIR, REPLACE AND MAINTAIN ITS INSTALLATIONS.

TERRY L. FRECKS } MARY H. FRECKS

STATE OF _____ } SS
COUNTY OF _____

ON THIS _____ DAY OF _____, 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AFORESAID COUNTY PERSONALLY APPEARED TERRY L. FRECKS & MARY H. FRECKS (HUSBAND AND WIFE), KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE NAMES ARE AFFIXED TO THIS DEDICATION ON THIS PLAT AND ACKNOWLEDGED TO ME THAT THEY EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED AS SAID.

NOTARY PUBLIC
MY COMMISSION #
EXPIRES

WYATT BULLS } ELIZABETH BULLS

STATE OF _____ } SS
COUNTY OF _____

ON THIS _____ DAY OF _____, 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AFORESAID COUNTY PERSONALLY APPEARED WYATT BULLS AND ELIZABETH BULLS (HUSBAND AND WIFE), KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE NAMES ARE AFFIXED TO THIS DEDICATION ON THIS PLAT AND ACKNOWLEDGED TO ME THAT THEY EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED AS SAID.

NOTARY PUBLIC
MY COMMISSION #
EXPIRES

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, AND THAT THIS PLAT MEETS OR EXCEEDS THE "MINIMUM STANDARDS FOR SURVEYS" ADOPTED BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS. FURTHER, I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MARKERS HAVE BEEN SET AT ALL LOT CORNERS, ANGLE POINTS AND AT THE ENDS OF CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS B & T ADDITION, LOTS 1 AND 2, BEING A REPLATTING OF LAND DESCRIBED AS FOLLOWS:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH PRINCIPAL MERIDIAN, LA VISTA, SARPY COUNTY, NEBRASKA, SAID TRACT BEING LOT 880, LOT 881, LOT 1301 AND A PORTION OF PLATTED SEVENTY-THIRD (78TH) STREET LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD, AS SHOWN BY LA VISTA, A SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE 7 OF THE RECORDS OF THE REGISTER OF DEEDS OF SAID SARPY COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1301; THENCE WITH THE WEST LINE OF SAID LOT 1301, N45°45'36"E, 110.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1301 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF PARK VIEW BOULEVARD; THENCE LEAVING SAID WEST LINE AND WITH SAID SOUTHERLY RIGHT-OF-WAY LINE, S41°14'24"E, 95.00 FEET TO THE CENTERLINE OF SAID (78TH) STREET; THENCE CONTINUING WITH SAID SOUTHERLY RIGHT-OF-WAY LINE, S41°14'24"E, 111.26 FEET; THENCE 41.74 FEET ALONG A 504.80-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S41°52'16"E, 41.73 FEET TO THE NORTHEAST CORNER OF SAID LOT 881; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE AND WITH THE EAST LINE OF SAID LOTS 881 AND 880, S50°22'32"W, 123.08 FEET TO THE SOUTHEAST CORNER OF SAID LOT 880; THENCE LEAVING SAID EAST LINE AND WITH THE SOUTH LINE OF SAID LOT 880, AND PROJECTION THEREOF, N44°14'24"W, 143.00 FEET TO THE SAID CENTERLINE OF (78TH) STREET; THENCE LEAVING SAID SOUTH LINE, N17°40'30"W, 33.54 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1301; THENCE WITH SAID SOUTH LINE, N44°14'24"W, 65.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 29,157 SQUARE FEET (0.67 ACRES), MORE OR LESS.

SURVEY AND PLAT BY

TREKK
DESIGN GROUP, LLC
2808 SPRAGUE ST.
OMAHA, NE 68111
PH. (402) 339-2982
MFRECKS@TREKDESIGNGROUP.COM

MICHAEL FRECKS RLS #490

STATE OF _____ } SS
COUNTY OF _____

SUBSCRIBED AND AFFIRMED BEFORE ME THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC
MY COMMISSION #
EXPIRES

JOB # 21-0196
FINAL PLAT - B & T ADDITION

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 7, 2023 AGENDA**

Subject:	Type:	Submitted By:
INTERLOCAL COOPERATION AGREEMENT – CITY PARK FIELD USAGE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JASON ALLEN PARKS SUPERINTENDENT

SYNOPSIS

A resolution has been prepared to approve an interlocal cooperation agreement with the Papillion-La Vista School District for use of ball fields at City Park.

FISCAL IMPACT

Minimal maintenance and utility costs.

RECOMMENDATION

Approval.

BACKGROUND

In 2015 the Papillion-La Vista School District approached the City regarding the potential of using ball fields at City Park for the girls' high school softball program. Under Title IX regulations the District is required to provide comparable facilities for all of its boys and girls athletic programs. Rather than construct an entirely new facility, the District investigated available options and ultimately determined that La Vista's City Park fields provided the best alternative.

In April of 2015 an Interlocal Cooperation Agreement was approved by the City Council and the School District regarding the use of City Park Field #2 as the home field for the Papillion-La Vista High School girls softball team. The School District agreed to make improvements to the field as part of that interlocal and they have fulfilled that obligation. The City has been responsible for field maintenance and utility costs.

Recently the School District approached the City again with a request to enter into a new interlocal agreement that would provide for additional improvements to City Park Field #2. The details of the proposed improvements are outlined in the interlocal cooperation agreement and include the installation of artificial turf, new stadium bleachers, and a new backstop. The City retains ownership of the fields and all improvements made thereon and will continue to be responsible for some maintenance and the utilities.

The new agreement has been reviewed by the City Attorney and his recommendations have been incorporated. On October 9, 2023, the Papillion-La Vista School Board approved the interlocal cooperation agreement. A school district representative will be attending the Council meeting to answer any questions.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE PAPILLION-LA VISTA SCHOOL DISTRICT FOR FIELD USAGE AT CITY PARK.

WHEREAS, the School District has a need for athletic fields for the girls high school softball program; and

WHEREAS, the City has fields available at City Park that would satisfy the School District's needs without interfering with City programs; and

WHEREAS, the School District would make significant permanent improvements to fields at City Park at no cost to the City; and

WHEREAS, these types of cooperative efforts between public entities are an efficient use of taxpayer resources; and

WHEREAS, an interlocal agreement between the City of La Vista and Sarpy County School District 27 for a period of twenty five years has been proposed.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the proposed interlocal agreement between Sarpy County School District 27 and the City of La Vista for field usage at City Park is hereby approved, and that the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 7TH DAY OF NOVEMBER 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

INTERLOCAL COOPERATION AGREEMENT - CITY PARK FIELD

THIS INTERLOCAL COOPERATION AGREEMENT (hereinafter referred to as the "Agreement") is made on the 9 day of October, 2023, between the CITY OF LA VISTA, Nebraska, a municipal corporation (hereinafter referred to as the "City") and the PAPILLION LAVISTA SCHOOL DISTRICT NO. 27 OF SARPY COUNTY, NEBRASKA, (hereinafter referred to as "PLSD") (collectively, the "Parties").

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq. (the "Act") of the State of Nebraska, provides that two or more public entities may enter into an agreement for shared or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act and other Nebraska laws, and no separate legal or administrative entity is created for any of the cooperative undertakings established under this Agreement;

WHEREAS, the Parties have purposes for cooperative action as provided herein;

WHEREAS, the Parties desire to enter into an interlocal cooperation agreement to accomplish those purposes; and

WHEREAS, by entering into this Agreement, the City and PLSD intend to provide for PLSD's maintenance and use of City Park Field 2 ("City Park Field 2") located within the City Park Field Complex in La Vista, Nebraska, at 7629 Josephine St. ("City Park Field Complex") and depicted as the area within the solid black line on the attached Exhibit "A", situated on real estate owned and controlled by the City.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **INTERLOCAL COOPERATIVE.** In consideration of the covenants expressed herein, the City and PLSD agree to a cooperative undertaking relating to the use, improvement, maintenance and operation of City Park Field 2 that is located within the City Park Field Complex, which complex includes four (4) playing fields, parking, and other facilities and improvements as generally shown on Exhibit "A". City Park Field Complex is primarily a baseball/softball facility and complex which will be used from time to time by PLSD for school and athletic purposes. PLSD agrees to upgrade the facilities and to maintain City Park Field 2 as described below to meet the needs of PLSD's softball program and, in return for such upgrades and maintenance, shall be entitled to use of City Park Field 2 for its softball games, practices and clinics as provided herein.

2. **TERM OF AGREEMENT.** Subject to the prior approval of this Agreement by the La Vista City Council, the term of this Agreement shall be twenty-five (25) years, commencing on November 1, 2023 (the "Effective Date"), and ending exactly twenty-five (25) years from that date (the "Term of Use"), unless this Agreement is sooner terminated, modified, or extended in writing, as hereinafter provided. On the Effective Date this Agreement shall supersede and replace that certain Interlocal Agreement dated as of April 22, 2015 entered into between the Parties which is also related to a cooperative undertaking with respect to the City Park Field Complex.

3. **RENT.** In lieu of monetary payment, in consideration for being permitted to use City Park Field 2, PLSD agrees to perform the maintenance and other duties provided under this Agreement. The Parties agree that PLSD's said maintenance and other duties reasonably approximate the value of the field usage rights granted hereunder.

4. PROGRAM ADMINISTRATORS. Except as otherwise provided herein, this City Park Field Complex usage cooperative undertaking shall be administered by a program administrator from PLSD and a program administrator from the City (the "Program Administrator(s)"). The City hereby designates the City of La Vista Parks Superintendent as its Program Administrator for this cooperative undertaking. PLSD hereby designates the Assistant Superintendent of Business Services as its Program Administrator for this cooperative undertaking. The Program Administrators shall be directly responsible for making decisions, administering and managing, on a day-to-day basis, this cooperative undertaking and the City's and PLSD's use during the Term of Use of this cooperative undertaking. The Program Administrators shall also oversee, collaborate on and approve the scheduling and, in consultation with the City Engineer, the final design, plans, specifications, construction contracts and acceptance for PLSD Improvements. A party's Program Administrator may be changed from time to time by said party appointing a successor Program Administrator upon no less than seven (7) days advance written notice to the other party.

5. PERMITTED USE. PLSD agrees to use City Park Field 2 solely for recreational and park purposes, and to take all reasonable actions to maintain, preserve and display City Park Field 2 in a first-class manner. The Parties agree that PLSD may reasonably use City Park Field 2 for itself, or allow third parties to use City Park Field 2 with prior approval by the City, for recreational or park purposes. In addition, PLSD may conduct fundraising events for the promotion and development of City Park Field 2. The Parties further agree that the City may reasonably use City Park Field 2 from time to time for events for and by the City; provided, however, that the City shall provide PLSD with written notice of any such event at least three (3) business days prior to the event to obtain PLSD's approval for the use of City Park Field 2, which approval shall not be unreasonably withheld by PLSD. The Parties agree that they will not use City Park Field 2 or permit any other person or organization to use City Park Field 2 in violation of any applicable law, ordinance, or public regulation. PLSD may set reasonable rules and regulations which set restrictive capacity limits and govern the use of City Park Field 2. Such rules and regulations may not be less restrictive than those provided by the City of La Vista Municipal Code.

In return for the agreement by PLSD to make the contributions provided for herein, City agrees that during the Term of Use PLSD shall be entitled to priority use of City Park Field 2 from August 1 through October 31 each year without additional cost or expense consistent with its past usage of approximately 30 games per year plus summer clinics and practices. Summer clinics and practices must take place in the mornings and conclude by 1:00 PM. PLSD shall also be entitled to the periodic use of City Park Fields 1, 3 and 4 without additional cost or expense as needed and upon request and approval of the City's Program Administrator. City will have access to and use of Fields 1 through 4 for its recreational sport programs, which generally run from April through early July each year and for other recreational programming needs. Field use shall be coordinated by the Program Administrators taking into consideration program changes, PLSD and City needs and PLSD and City growth during the Term of Use.

During the Term of Use, PLSD shall be entitled to charge admission fees, sell memorabilia or other nonfood related items at any of its contests or during its use of City Park Field 2 and shall be entitled to keep all funds or revenue generated therefrom. The City currently has a food and beverage concession contract at City Park Field Complex which will remain in place until or unless otherwise modified or superseded. The City at all times shall have exclusive rights to all food and beverage concession sales, and PLSD will not be entitled to use the concession area or sell food, beverages or other concessions at City Park Field Complex.

6. BUILDING CONSTRUCTION, IMPROVEMENTS, AND MAINTENANCE. PLSD at its sole cost will make the following contributions with respect to City Park Field 2

("Improvements"): PLSD shall be responsible for all construction, improvements and maintenance of City Park Field 2 and other permanent structures placed on City Park Field 2 during the term of the Agreement. PLSD agrees that the City may, but shall not be obligated to, perform general maintenance on City Park Field 2 and other permanent structures on City Park Field 2 at its own cost as the City deems necessary and in its sole discretion. After the Effective Date, on a timeframe mutually agreed upon by the Parties, PLSD will construct at its expense the following Improvements to City Park Field 2: artificial turf, new stadium bleachers, new backstop, and improvements to the batting cages. The artificial turf installed on City Park Field 2 shall be maintained in good condition and repair during the Term of Use. The Parties agree that the artificial turf installed on City Park Field 2 by PLSD as provided above will be replaced with new artificial turf at PLSD's expense on a timeframe mutually agreed upon by the Parties, which timeframe is anticipated to be on or before the thirteenth (13th) year of the Term of Use. Plans, specifications, contracts and principal subcontracts for the Improvements will be submitted to the City for approval prior to commencing construction, and substantial completion of construction of the Improvements shall be subject to City approval. PLSD shall not make any other improvements or alterations to City Park Field 2 without first obtaining written consent of the City.

The City shall maintain ownership of City Park Field 2 and any Improvements thereon upon completion shall become the property of the City of La Vista. City's Program Administrator (as such term is defined herein above) shall be authorized to execute such easements or other documents or instruments as required to allow PLSD to construct said Improvements.

PLSD shall not place any additional buildings or permanent structures on the City Park Field Complex without the City's written approval. PLSD also promises that the Improvements on City Park Field 2 and any additional buildings or permanent structures erected on the City Park Field Complex by PLSD will be placed and supported on a solid foundation, and that any opening between the ground and such additional buildings or permanent structures will comply with fire regulations. PLSD promises that all buildings and structures maintained or constructed by PLSD on the City Park Field Complex will conform to all applicable laws, ordinances, or other public and fire regulations. The Parties agree that any building or structure constructed on the City Park Field Complex shall be considered to become part of the City Park Field Complex, unless otherwise agreed to in writing by the Parties. Any additional buildings or permanent structures shall be bound by the terms provided herein.

7. GROUNDWORK AND MAINTENANCE. During the term of this Agreement, PLSD agrees to provide all maintenance of City Park Field 2 at its own cost. Such maintenance provided by PLSD shall include, but shall not be limited to, the following:

- a. City Park Field 2;
- b. Press box;
- c. All structures, equipment and field surfaces within the perimeter chain link fence of City Park Field 2;
- d. Bleachers, grandstands and dugouts;
- e. Batting cages;
- f. Windscreens; and
- g. Structures and equipment outside of the perimeter chain link fence that are directly related to City Park Field 2 use, including scoreboard and controls, light poles and lights, and foul poles.

During the term of this Agreement, the City of La Vista's Parks Superintendent will assess periodically the condition of the field turf surface of City Park Field 2 and if warranted, inform PLSD of any changes or repairs that need to be made to maintain a high standard of quality, safety, and

playability. Conditioning and care of, as well as any necessary maintenance to the artificial turf on City Park Field 2 are the responsibility of PLSD. The first instance of an unsatisfactory maintenance issue will be communicated orally to PLSD's Program Administrator. If the issue continues to persist, a letter will be submitted to PLSD asking for the issue to be corrected within two (2) weeks. If, after the second notice, the issue persists a third and final warning will be sent to PLSD's Program Administrator requesting immediate attention or, if not remedied, the termination of the Agreement. The termination procedure in this section shall be effective and be used for purposes of this section, notwithstanding the other general rules on default set forth elsewhere in this Agreement.

PLSD promises not to make any material modifications to City Park Field 2, such as changes to landscaping design or the addition of landscaping materials on City Park Field 2 without first obtaining written consent of the City.

The City shall maintain at its cost restrooms, drinking fountains, electrical systems and plumbing systems on the City Park Field Complex. Restrooms and drinking fountains shall remain open seasonally for use by the general public, notwithstanding any events occurring on City Park Field 2. The City shall provide maintenance and snow removal for sidewalks and parking lots and any other maintenance deemed necessary. It is further agreed that the above referenced contribution by the City shall be its only responsibility during the Term of Use of this Agreement unless otherwise agreed to by both Parties.

PLSD also promises to pay for all Improvements, equipment and materials attached by PLSD in any way to City Park Field 2, additional buildings or permanent structures installed by PLSD on City Park Field 2, and to fully pay all charges for labor on City Park Field 2. PLSD shall not permit any mechanic's or construction lien to be enforced against City Park Field 2 if the lien is for services or materials requested by or on behalf of PLSD. PLSD will fully indemnify the City for any liens, claims, demands, costs, and expenses of any nature connected to any work done on City Park Field 2 by PLSD.

8. PREMISE CONDITION. PLSD shall keep City Park Field 2 in good repair and in a neat and tidy condition, free from any fire hazards or anything that gives City Park Field 2 an untidy appearance, and shall keep City Park Field 2, additional buildings and permanent structures in good repair. PLSD shall not permit any posters, signs, or advertisements to be displayed on City Park Field 2 except notices and signs that are displayed for events occurring on City Park Field 2, or as otherwise approved by the City. All notices and signs on City Park Field 2 shall be kept neat and properly maintained.

9. ASSIGNMENT. PLSD agrees that it shall not assign this Agreement, or any rights or obligations under this Agreement, without the express written approval of the City. Any transfer or assignment of this Agreement, or any rights or obligations under this Agreement, even if it is caused by the operation of the law, without the City's approval, shall be void. Without limiting the foregoing provisions of this section, PLSD agrees that it shall not assign its rights to use City Park Field 2 or the City Park Field Complex without the City's express written approval, and PLSD shall use City Park Field 2 and the City Park Field Complex only for such uses and events permitted by this Agreement.

10. INSURANCE. PLSD, at its expense, agrees that during the term of this Agreement it shall purchase and maintain an insurance policy with respect to the City Park Field Complex in a form approved by the City to provide insurance coverage against all risks of liability, loss or damage from every cause whatsoever, and such insurance policy shall include general liability insurance with a limit of no less than Five Million (\$5,000,000) general aggregate and Two Million

(\$2,000,000) per occurrence (which may include both primary and excess or umbrella coverage). Such insurance policy shall name the City as an additional insured, and shall provide that such insurance may not be materially changed or cancelled without at least ten (10) days prior written notice to City. Within ten (10) days of the execution of this Agreement and annually thereafter during the Term of Use of this Agreement, PLSD shall furnish to City the appropriate certificate(s) evidencing that such insurance is in force and that City is an additional insured thereunder. The insurance policy required to be obtained by PLSD under the terms of this Agreement shall be underwritten by an insurance carrier or carriers authorized to do business in the State of Nebraska and rated "A" or better by A.M. Best & Company.

11. PREMISE REPAIRS. In the event there is any damage requiring repairs or restoration on City Park Field 2 due to any cause, event or occurrence of any nature, PLSD agrees to pay the cost of all damages, repairs and restoration of City Park Field 2 and to improvements or alterations made to City Park Field 2. If PLSD does not restore City Park Field 2 to its pre-damaged or pre-altered condition within 90 days after the City has demanded the same in writing, the City shall be authorized to undertake such repairs and restoration and, following demand therefor, shall be reimbursed by PLSD for the reasonable cost thereof for the City's related costs. PLSD shall be responsible for repairing and restoring the following areas:

- a. City Park Field 2;
- b. Press box;
- c. All structures, equipment and field surfaces within the perimeter chain link fence of City Park Field 2;
- d. Bleachers, grandstands and dugouts;
- e. Batting cages;
- f. Windscreens; and
- g. Structures and equipment outside of the perimeter chain link fence that are directly related to City Park Field 2 use, including scoreboard and controls, light poles and lights, and foul poles.

12. PERSONAL PROPERTY. All personal property on City Park Field 2 shall be at the risk of PLSD. The City shall not be or become liable for any damage to said personal property, to City Park Field 2 or to any person or property caused by water leakage, steam, sewage, gas, or odors or any other damage whatsoever, or for any damages occasioned by water, snow, or ice being upon City Park Field 2, or for any damage arising from any act or neglect of other users, occupants, invitees or employees of PLSD or arising by reason of the use of, or any defect in, City Park Field Complex or any fixtures, equipment or appurtenances therein, or by the act of neglect of any person or cause in any other matter whatsoever.

13. INDEMNIFICATION. PLSD shall protect, indemnify, defend and hold harmless the City, its officers, mayor, council members, employees, agents, servants, successors and assigns from and against any and all third-party claims, actions, damages, losses, liability and expense (including attorneys' fees) in connection with loss of life, bodily injury and/or damage to property arising from or out of any occurrence in, on, or about the City Park Field Complex, including the buildings and their contents, or which arises from, out of or in connection with PLSD's use, occupancy, operation or maintenance of City Park Field Complex or any part thereof, or which arises from, out of or in connection with the presence of any of PLSD's invitees, employees, agents, contractors or subcontractors thereon, or occasioned wholly or in part by any act or omission of PLSD, its invitees, employees, agents, contractors or subcontractors, including a breach of any of PLSD's obligations under this Agreement, except as may be caused by the gross negligence of the City, its officers, agents, or employees. If any action or proceeding is brought against the City, its officers, council members, employees, agents, servants, successors or assigns

by reason of any of the aforementioned causes, PLSD upon receiving written notice thereof from the City, agrees to defend any such action or proceeding by competent counsel reasonably acceptable to City at PLSD's own expense.

14. ABANDONMENT. In the event that PLSD abandons City Park Field 2, this Agreement shall terminate and the City may take possession of City Park Field 2. The City and PLSD agree that City Park Field 2 will be considered abandoned if City Park Field 2 is not used as intended and permitted by this Agreement for a period of one (1) year or more and the City has provided written notice to PLSD of such non-use. After receipt of such notice of abandonment, PLSD can request the City's written permission to continue such non-use within sixty (60) days of receipt of the notice. The City's permission to continue such non-use shall not be unreasonably withheld. The City and PLSD agree that upon PLSD's abandonment of City Park Field 2, the City has the authority, in its discretion, to remove any or all PLSD's property or structures from City Park Field 2.

15. DEFAULT. If PLSD fails to keep any promise made in this Agreement or fails to do anything required herein, then the City may declare that PLSD has breached this Agreement. If a breach is declared, the City shall give PLSD written notice specifying the nature of the breach and thereafter PLSD shall have 90 days after receiving such notice to cure the breach by correcting the deficiency or performing the required act. If PLSD does not cure the breach within the 90 day cure period, PLSD will immediately lose all rights it has under this Agreement and City may deem the Agreement to be terminated and cause PLSD to cease use of the City Park Field 2. If the Agreement is terminated for any reason, the City may pursue any and all other remedies available at law or in equity that are not inconsistent with the terms of this Agreement. In the event that the City chooses not to declare a breach of the Agreement when it has the right to do so, such action by the City will not prevent the City from subsequently declaring a breach or exercising any of its rights under this Agreement.

16. TERMINATION OF AGREEMENT. Upon termination of this Agreement for reasons outlined in this Agreement, PLSD promises to leave City Park Field 2 and give the City complete possession of City Park Field 2 without any dispute. All Improvements, additions and alterations by PLSD shall become the property of City and shall not be removed from City Park Field 2, unless request is made by City to remove any such Improvements, additions or alterations. If the City makes a request for removal of any Improvements, additions or alterations, such shall be removed by PLSD within 90 days after receipt of such request. PLSD shall remove all foundations and fill in all excavations and pits and remove all debris and rubbish at its own expense, if directed to do so by the City. The City and PLSD agree that if PLSD does not complete such removal and restoration within 90 days after receipt of such request, or as otherwise agreed by the Parties in writing, the City shall have the right to immediately take possession and title to City Park Field 2 and other structures and property remaining on City Park Field 2, and thereafter the City may perform the removal and restoration or sell any building, structure, or property on City Park Field 2, in which case PLSD agrees to reimburse the City its expenses (less the fair market value of any buildings or property sold by the City) within thirty (30) days after receiving a bill for the same from the City. Nothing herein shall require the City to remove any part of City Park Field 2 or other structures or personal property from City Park Field 2.

17. APPROVAL PROCESS. Requests for approval from the City shall be submitted to the City's Program Administrator.

18. NOTICES. Unless otherwise expressly provided herein, all notices, certificates, requests, demands and other communications between or among the Parties hereto in connection with this Agreement shall be in writing and shall be (a) personally delivered, (b) sent by first class

United States mail, (c) sent by overnight courier of national reputation, or (d) transmitted by email verified as being received, in each case addressed to the party to whom notice is being given at its address as set forth below and, if transmitted by email, transmitted to that party at its email address hereafter designated by that party in a written notice to the other party complying as to delivery with this section:

Papillion LaVista School District:
Superintendent of Schools
Papillion LaVista School District
420 S. Washington Street
Papillion, NE 68046

City of La Vista:
City Administrator
8116 Park View Blvd
La Vista, NE 68128

with copy to:

Fitzgerald Schorr PC LLC
Attn: Thomas J. McKeon
10050 Regency Circle, Suite 200
Omaha, NE 68114

Such notice shall be deemed to have been given at the time it is personally delivered or emailed to such address, three (3) days after the same is sent by certified United States mail, or one (1) day after the same is sent by a nationally recognized overnight courier providing proof of delivery, in each instance addressed in the manner prescribed herein.

19. MISCELLANEOUS.

- a. This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska.
- b. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous, written or oral negotiations, agreements, negotiations, correspondence and understandings between the Parties respecting the subject matter of this Agreement.
- c. This Agreement may be modified only by an instrument in writing duly executed by both Parties.
- d. The Section headings in this Agreement are inserted for convenience of reference only and shall not be used in interpreting this Agreement.
- e. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent or a partnership or a joint venture between the Parties.
- f. All provisions of this Agreement have been negotiated by both Parties at arm's length and neither party shall be deemed the author or drafter of this Agreement. This Agreement shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision of this Agreement.
- g. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

h. This Agreement may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.

[Remainder of page intentionally left blank. Signature page follows.]

EXHIBIT "A"

The area depicted below within the solid black line includes City Park Field 2 and other areas to which PLSD is assigned maintenance duties under the Agreement to which this Exhibit "A" is attached

[Appropriate map/diagram to be attached]

Exhibit "A"

Enlarged view
La Vista City Fields
78th and Josephine
La Vista, NE



**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 7, 2023 AGENDA**

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT- 84 TH STREET REDEVELOPMENT FINAL BRIDGE DESIGN, TRAILS & ROW	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing a Professional Services Agreement with Design Workshop (subconsultant Schemmer & Associates) to provide engineering design services for a portion of the 84th Street Redevelopment Project that is a federal-aid project designated as Project No. DPS-77(67) in an amount not to exceed \$571,518.10.

FISCAL IMPACT

The FY23/FY24 Budget provides funding for this project.

RECOMMENDATION

Approval.

BACKGROUND

In 2010, the City completed *A Vision Plan for 84th Street* (Vision 84), which included an extensive public process and the adoption of a master plan identifying the vision for 84th Street as the creation of a downtown for the community. The Vision 84 plan called for “Unique streetscape enhancements along 84th Street” as one of the goals of the master plan. Consequently, a streetscape design was completed and implementation of various components of that plan has begun.

Design Workshop, along with their subconsultant Schemmer, have been working on the streetscape project plans and specifications since 2017. A federal grant was applied for and received in the amount of \$5 million, which will fund a portion of this project including construction of the bridge (underpass), construction of the trails from Giles Road to Harrison Street and the acquisition of ROW to facilitate said construction. Due to the requirements of the congressional grant funding, the project is now being processed through the NDOT Local Projects and the City has been working with the NDOT to format the project into a federal aid project.

A preliminary design concept for the underpass has been completed, reviewed, and approved for advancement to final design. The project has also been approved to receive federal resources for the design and construction. As such, the Scope of Work associated with this agreement is intended to provide final design documents for the trails and underpass that meet the approved concept and the requirements of a federal aid project let through the NDOT process.

The attached resolution is in the format prescribed by the Nebraska Department of Transportation authorizing the execution of a Professional Services Agreement between the City of La Vista and Design Workshop and Exhibit A of that resolution outlines the Scope of Services to be performed.

Note: You will see the project referred to as “84th Street Trails, Giles to Harrison” in the attached Resolution and documentation from the NDOT. When the federal grant application was submitted, this was the title given to the project and it will continue to be referred to that way in all of the paperwork. Although there is no reference to the underpass in the title, it is included in the grant and the scope of services.

K:\APPS\City Hall\CNCLRPT (Blue Letters)\23file\23 PW PSA 84th Street Trail, Giles To Harrison 11.7.2023.Doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH DESIGN WORKSHOP TO PROVIDE ADDITIONAL SERVICES RELATED TO PROJECT NO. DPS-77(67) THE 84TH STREET TRAIL, GILES TO HARRISON, IN AN AMOUNT NOT TO EXCEED \$571,518.10.

WHEREAS, the City Council of the City of La Vista has determined that additional services related to Project No. DPS-77(67), the 84th Street Trail, Giles to Harrison are necessary; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize the Mayor to execute a professional services agreement with Design Workshop to provide additional services related to Project No. DPS-77(67), the 84th Street Trail, Giles to Harrison in an amount not to exceed \$571,518.10.

PASSED AND APPROVED THIS 7TH DAY OF NOVEMBER 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

LPA/CONSULTANT LOCALLY FUNDED
PROFESSIONAL SERVICES, CONSULTANT
PRELIMINARY ENGINEERING SERVICES

CITY OF LA VISTA, NEBRASKA
DESIGN WORKSHOP
PROJECT NO. DPS-77(67)
CONTROL NO. 22885
84TH ST TRAIL, GILES - HARRISON, LA VISTA

THIS AGREEMENT, made and entered into by and between the City of La Vista, Nebraska, hereinafter referred to as the "LPA", and Design Workshop, hereinafter referred to as the "Consultant," and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the LPA is in the process of developing a federal-aid transportation project, and

WHEREAS, LPA intends to engage the Consultant to render professional services for the above-named project, and

WHEREAS, the above-named project is solely the responsibility of the LPA; the Nebraska Department of Transportation (NDOT) involvement in this project is for the sole purpose of acting as the representative of the FHWA for eligibility of the federal funding for future phases of work; and

WHEREAS, the LPA will fund the professional services under this agreement with LPA funds only, and has obtained funding approval from the NDOT to do so, based on the LPA meeting all federal-aid eligibility requirements for all phases of the project, and

WHEREAS, NDOT will pay the Consultant directly and bill the LPA for 100% of the agreement amount, and

WHEREAS, the Consultant is qualified to do business in Nebraska and has met all requirements of the Nebraska Board of Engineers and Architects to provide consultant engineering services in the State of Nebraska, and

WHEREAS, Consultant is willing to perform the services in accordance with the terms hereinafter provided, is presently in compliance with Nebraska law, and hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work under this agreement.

NOW THEREFORE, in consideration of these facts, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS

Wherever in this agreement the following terms are used, they will have the meaning here given:

"CONSULTANT" means Design Workshop and any employees thereof, whose business and mailing address is 1390 Lawrence Street, Suite 100, Denver, Colorado 80204.

"SUBCONSULTANT/SUBCONTRACTOR" means the firm of The Schemmer Associates, Inc., whose business and mailing address is 1044 North 115th Street, Suite 300, Omaha, Nebraska 68154.

"STATE" means the Nebraska Department of Transportation in La Vista, Nebraska, its Director, or authorized representative. The State represents the United States Department of Transportation on federally funded transportation projects sponsored by a sub recipient of federal funds and any reference to the "State" in this Agreement shall mean the State on behalf of the United States Department of Transportation.

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

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

To "ABANDON" the work means that the LPA has determined that conditions or intentions as originally existed have changed and that the work as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the work means that the LPA has determined that progress is not sufficient, or that the conditions or intentions as originally existed have changed, or the work completed or submitted is unsatisfactory, and that the work as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the LPA determines to abandon or terminate the work or to reinstate it under the conditions as defined in this agreement.

To "TERMINATE" or the "TERMINATION" of this agreement is the cessation or quitting of this agreement based upon action or failure of action on the part of the Consultant as defined herein and as determined by the LPA.

SECTION 2. SCOPE OF SERVICES

The Consultant shall provide Preliminary Engineering Services for Project No. DPS-77(67), C.N. 22885, in Sarpy County, Nebraska.

Upon receiving a written notice to proceed from the LPA, the Consultant shall perform all work required under this agreement as outlined in Exhibit "A", Consultant Work Order and

Scope of Services, and Exhibit “B”, Consultant’s Fee Proposal, which are attached and hereby made a part of this agreement.

For work beyond the agreed Scope of Services the consultant shall document the additional work, estimate the cost to complete the work, negotiate a supplement agreement and receive written approval from the LPA before beginning work. Any work performed by the consultant prior to approval will be done at the expense of the consultant.

SECTION 3. CONSULTANTS PERSONNEL (OPTIONAL)

The Consultant shall notify the LPA of any need to replace the project manager or significant personnel changes. Personnel who are added as replacements must be persons of comparable training and experience. Personnel added as new personnel and not replacements must be qualified to perform the intended work. The LPA reserves the right to accept or reject the personnel change. Failure on the part of the Consultant to provide acceptable replacement personnel as determined by the LPA will be cause for termination of this agreement, with settlement to be made as provided in the SUSPEND, ABANDON AND TERMINATE section of this agreement.

SECTION 4. NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. The Consultant hereby agrees to contractually require any Subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.

If the Consultant is an individual or sole proprietorship, the following applies:

1. The Consultant must complete the United States Citizenship Attestation form and attach it to this agreement. The form is available on the Department of Roads website at www.transportation.nebraska.gov/projdev/#save.
2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Consultant understands and agrees that lawful presence in the United States is required, and the Consultant may be disqualified, or the contract terminated, if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 5. NOTICE TO PROCEED AND COMPLETION

The LPA, or the State on behalf of the LPA, will issue the Consultant a written Notice-to-Proceed (NTP) upon full execution of this agreement. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

The Consultant shall do all the work according to the schedule included in attached EXHIBIT "A", Scope of Services, and Exhibit "B", Consultant's Fee Proposal, and shall complete all work required under this agreement promptly and in a satisfactory manner by August 28, 2025.

The completion time will not be extended because of any avoidable delay attributed to the Consultant, but delays attributable to the LPA or State may constitute a basis for an extension of time.

LPA authorized changes in the scope of work, which increase or decrease work hours or services required of the Consultant, will provide the basis for a change of time and/or changes to the total costs of the services under this agreement.

SECTION 6. FEES AND PAYMENTS

- A. For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$9,466.20, as defined in paragraph D of this section, and up to a maximum amount of \$562,051.90 for actual costs as defined in paragraph E of this section, that are allowable subject to the terms of this

agreement and to all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31). The total agreement amount is \$571,518.10.

- B. The fixed fee is computed upon the direct labor costs (wages) and overhead costs. The fixed fee is not allowable upon direct non-labor costs. The fixed-fee for profit is calculated by multiplying the sum of the direct labor costs and overhead costs billed by the negotiated fixed-fee-for-profit.
- C. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.
- (1) Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.
- (a) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's straight time hourly rate for the pay period in which the work was performed. For salaried employees, the hourly earnings rate shall be their normal hourly rate as established by the company's compensation plan, except for those pay periods where the employee works more hours than normally expected. In those pay periods, the hourly rate for project billing purposes shall be the actual rate determined by dividing the actual compensation for that pay period by the actual hours reported, including paid absences, for that pay period. Hours worked includes paid absences, such as: holiday, vacation, sick leave, administrative leave, etc.
- (b) Time records: The hours charged to the project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire pay period, and there must be a system in place to ensure that time charged to each activity is accurate.
- (2) Direct Non-Labor Costs charges in this category include actual allowable expenses for personnel away from their base of permanent assignment, communication costs, reproduction and printing costs, computer charges, special equipment and materials required for the project, special insurance premiums if required solely for this agreement, and such other similar items. A non-labor cost cannot be charged as a direct cost and also be included in the Consultant's overhead rate. If for reasons of practicality, the consultant is

treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

Payment for eligible direct non-salary costs must be made on receipted invoices whenever possible, or on certified billings of the Consultant. For purposes of standardization on this agreement, the following expenses will be reimbursed at actual costs, not to exceed the rates as shown below.

Company Automobile/Pick-up truck - The reimbursement for automobile/pick-up truck mileage shall be the prevailing standard rate as established by the Internal Revenue Services through its Revenue Procedures. Privately Owned Vehicle - Actual reimbursement to employee, not to exceed rates shown for company vehicles outlined above

Automobile Rental - Actual reasonable cost

Air fare - **Actual reasonable cost**, giving the LPA all discounts

Lodging - **Actual cost – excluding taxes and fees**: Not to exceed the federal lodging reimbursement guidelines, as periodically determined by the U.S. General Services Administration.

Meals - **Actual cost – including tax and gratuity**: Not to exceed the federal per meal reimbursement guidelines, as periodically determined by the U.S. General Services Administration.

For the Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast: (a) Employee is required to depart at or before 6:30 a.m., or
(b) Employee is on overnight travel.

Lunch: (a) Employee must be on overnight travel. No reimbursement for same day travel.
(b) Employee is required to leave for overnight travel at or before 11:00 a.m., or
(c) Employee returns from overnight travel at or after 2:00 p.m.

Dinner: (a) Employee returns from overnight travel or work location at or after 7:00 p.m., or

(b) Employee is on overnight travel.

Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.

The Consultant shall note the actual lodging and meal costs in a daily diary, expense report, or on the individual's time report along with the time of departure to the project and time of return to the headquarters town. The Consultant will maintain and provide a copy of the direct non-labor costs.

(3) Overhead Costs include indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with 48 CFR 31.

Overhead costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable overhead rate. Overhead rate increases which occur during the project period will not be cause for an increase in the maximum amount established in paragraph A of this section. When an audit is performed by the LPA at the completion of the work, the actual allowable overhead rate for the year the project labor was incurred will be applied to the direct labor costs for that year. If a particular year's actual overhead has not yet been computed or approved by the LPA, the most recent year's accepted rate will be applied. The audit may result in additional funds due the Consultant or a cost due from the Consultant to the LPA.

D. The Consultant shall submit invoices to the NDOT at a minimum of monthly intervals.

The invoices must present actual direct labor, actual overhead, actual direct non-labor costs, as well as the fixed fee based upon the actual direct labor and overhead costs billed for that period. The invoices must identify each employee by name and classification, the hours worked, and each individual's actual labor cost. Direct non-labor expenses must be itemized and provide a complete description of each item billed.

Each monthly invoice must be substantiated by a progress report which is to include/address, as a minimum:

1. A description of the work completed for that period
2. A description of the work anticipated for the next pay period
3. Information needed from LPA

4. Percent of work completed to date
5. A completed "Cost Breakdown Form" which is located on the State's webpage at www.transportation.nebraska.gov/rfp.

If the Consultant does not submit a monthly invoice, it shall submit its progress report monthly.

- E. The NDOT will make every effort to pay the Consultant within 30 days of receipt of the Consultant's invoices. Payments are dependent upon whether the monthly progress reports provide adequate substantiation for the work and whether the LPA determines that the work submitted is satisfactory. Upon determination that the work was adequately substantiated and satisfactory, payment will be made in the amount of 100 percent of the billed actual costs. Upon completion acceptance of the work required under this agreement a final audit of all invoiced amounts may be completed by the LPA or its authorized representative if required by local policy. The Consultant agrees to reimburse NDOT for any overpayments discovered by the LPA or its authorized representative.

The acceptance by the Consultant of the final payment will constitute and operate as a release to NDOT for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this agreement or any part thereof.

- F. The Consultant shall maintain, and also require that its Subconsultants/Subcontractors maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final cost settlement by FHWA under this agreement. Such materials must be available for inspection by the State, FHWA, or any authorized representative of the federal government, and when requested, the Consultant shall furnish copies.

SECTION 7. PROFESSIONAL PERFORMANCE

The Consultant understands that the LPA will rely on the professional performance and ability of the Consultant. Any examination by the LPA or any acceptance or use of the work product of the Consultant, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product of the Consultant which would relieve the Consultant from any liability or expense that would be connected with the

Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this agreement. That further, acceptance or approval of any of the work of the Consultant by the LPA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the plans, specifications, and estimates are found to be in error or there are omissions therein revealed during the construction of the project and revision or reworking of the plans is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the LPA's notice of any errors or omissions within 24 hours and give immediate attention to these corrections to minimize any delays to the construction contractor. This may involve visits by the Consultant to the project site, if directed by the LPA. If the Consultant discovers errors in its work, it shall notify the LPA of the errors within seven days. Failure of the Consultant to notify the LPA will constitute a breach of this agreement. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

SECTION 8. SUSPEND, ABANDON AND TERMINATE

The LPA has the absolute right to abandon the project or to change the general scope of work at any time and such action on its part will in no event be deemed a breach of agreement. The LPA can suspend or terminate this agreement at any time.

If the LPA abandons or subtracts from the work, or suspends or terminates the agreement as presently outlined, the Consultant will be reimbursed for work completed up to the date of suspension, abandonment or termination of the agreement, provided however, that in case of suspension, abandonment, or termination for breach of this agreement or for tender of improper work, the LPA can suspend payments, pending the Consultant's compliance with the provisions of this agreement. In determining the percentage of work completed, the LPA will consider the work performed by the Consultant prior to abandonment or termination to the total amount of work contemplated by this agreement. The ownership of all project plans and supporting documents completed or partially completed at the time of such termination or abandonment will be retained by the LPA and the Consultant shall immediately deliver all project plans and supporting documents to the LPA.

SECTION 9. OWNERSHIP OF DOCUMENTS

All surveys, plans, specifications, maps, computations, charts, electronic data, and other project data prepared or obtained under the terms of this agreement are the property of the LPA and the Consultant shall deliver them to the LPA without restriction or limitation as to further use.

LPA acknowledges that such data may not be appropriate for use on an extension of the work covered by this agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the LPA's sole risk and without legal exposure or liability to Consultant.

SECTION 10. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

Certain information provided by the LPA or the State to the Consultant is "Confidential Information" contained within "Privileged Documents" protected by 23 U.S.C. §409. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by the LPA or the State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications. This confidential and privileged information is vital and essential to the Consultant in order that the Consultant adequately design the project at hand on behalf of the LPA.

The Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for the LPA for the project at hand only. The Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. The LPA agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information:

"CONFIDENTIAL INFORMATION: Federal Law, 23 U.S.C §409, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The LPA has not waived any privilege it may assert as provided by

that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient.”

The Consultant agrees to obtain the written approval of the LPA, with the concurrence of the State prior to the dissemination of any privileged or confidential information or documentation if it is unclear to the Consultant whether such information or documentation is in fact privileged or confidential.

The Consultant and the LPA agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant will create liability on the part of the Consultant to the LPA for any damages that may occur to LPA or the State as a result of the unauthorized dissemination. The Consultant agrees to hold harmless, indemnify, and release the LPA, or when applicable, the State for any liability that may ensue on the part of the LPA or the State for any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant.

SECTION 11. CONFLICT OF INTEREST

The Consultant shall review the conflict-of-interest provisions of 23 C.F.R. 1.33 and any other applicable provisions and agrees to fully comply with all the conflict of interest provisions in order to insure that the project remains fully eligible for state or federal funding. By signing this agreement, the Consultant certifies that it has no financial or other interests in this project or the outcome of this project. For further federal interpretation of these provisions, see “PE/CE Consultant Conflict of Interest Frequently Asked Questions” located on the State’s Local Federal Aid Projects’ Frequently Asked Questions webpage:

<http://www.transportation.nebraska.gov/gov-aff/faq.html>

SECTION 12. FORBIDDING USE OF OUTSIDE AGENTS

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the LPA has the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 13. NON-RAIDING CLAUSE

The Consultant shall not engage the services of any person or persons presently in the employ of the LPA for work covered by this agreement without the prior written consent of the employer of the persons.

SECTION 14. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work.

SECTION 15. DISPUTES

Any dispute concerning a question of fact in connection with the work not disposed of by this agreement will be referred for determination to the LPA or a duly authorized representative, whose decision in the matter will be final and conclusive on the Parties to this agreement, using the process set out in section 4.4.3.5 of the Nebraska LPA Manual for Federal Aid Projects.

SECTION 16. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless the LPA from all claims and liability due to the activities of the Consultant or those of the Consultant's agents, employees, Subconsultants, or anyone working on Consultant's behalf, in the performance of work under this agreement. In this connection, the Consultant shall for the life of this agreement, carry insurance as outlined in Exhibit "C" and attached hereto, and hereby made a part of this agreement. In any contract Consultant has with a Subconsultant, Consultant shall require that the insurance requirements outlined in Exhibit "C" must be met by the Subconsultant.

SECTION 17. PROFESSIONAL REGISTRATION

The Consultant shall affix the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all plans, documents, and specifications prepared under this agreement as required by the Nebraska Engineers and Architects Regulations Act, Neb.Rev.Stat §81-3401 et. seq.

SECTION 18. SUCCESSORS AND ASSIGNS

This agreement is binding on successors and assigns of either party.

SECTION 19. DRUG-FREE WORKPLACE POLICY

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

SECTION 20. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126, which is hereby made a part of and included in this agreement by reference.

SECTION 21. DISABILITIES ACT

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

SECTION 22. DISADVANTAGED BUSINESS ENTERPRISES

The Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subagreements financed in whole or in part with federal funds under this agreement.

Consequently, the disadvantaged business requirements of 49 CFR 26 are hereby made a part of and included in this agreement by reference.

The Consultant shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of FHWA-assisted contracts. Failure of the Consultant to carry out the requirements set forth above will constitute a breach of this agreement and, after the notification of the FHWA, may result in termination of this agreement by the LPA or such remedy as the LPA deems appropriate.

SECTION 23. TITLE VI, NONDISCRIMINATION

- A. Compliance with Regulations: During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference.
- B. Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.
- C. Solicitations for Subagreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier

shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.

- D. Information and Reports: The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA, State or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the LPA, State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, the State will impose such agreement sanctions as it or the State and FHWA may determine to be appropriate, including but not limited to withholding of payments to the Consultant under this agreement until the Consultant complies, and/or cancellation, termination, or suspension of this agreement, in whole or in part.
- F. Incorporation of Provisions: The Consultant shall include the provisions of paragraphs A through E of this section in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subagreement or procurement as the LPA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a Subconsultant/Subcontractor as a result of such direction, the Consultant may request that the LPA enter into such litigation to protect the interests of the LPA and, in addition, the Consultant may request that the LPA and United States enter into such litigation to protect the interests of the LPA and United States.

SECTION 24. SUBLETTING, ASSIGNMENT, OR TRANSFER

24.1 The Subconsultant will provide engineering services.

- 24.2 Any other subletting, assignment, or transfer of any professional services to be performed by Consultant is hereby prohibited unless prior written consent of State, on LPA's behalf is obtained.
- 24.3 At LPA's or State's discretion, Consultant may enter into an agreement with any subconsultants/subcontractors for work covered under this Agreement. All subconsultant/subcontractor agreements for work covered under this Agreement must contain identical or substantially similar provisions to those in this Agreement. No right-of-action against LPA or State will accrue to any Subconsultant/Subcontractor by reason of this Agreement.
- 24.4 As outlined in SECTION 22. DISADVANTAGED BUSINESS ENTERPRISES, Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other services must include documentation of efforts to employ a disadvantaged business enterprise.

SECTION 25. LPA CERTIFICATION

By signing this agreement, I, do hereby certify that, to the best of my knowledge, the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this project involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 26. ALL ENCOMPASSED

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

EXHIBIT "A"

Scope of Services

Project Name 84th St. Trail, Giles to Harrison, La Vista

Project No. DPS-77(67)

CN: 22885

Engineering Design Services

Text shown below that has been struck through (~~example~~) is not a part of this scope and has been left in this document simply as a place holder.

Upon receipt of notice to proceed from State and/or LPA, Consultant agrees to complete all the following services as part of developing construction plans that are ready for State's use in a bid-letting for this project.

PROJECT DESCRIPTION

<general scope of project and description of work>

The original design contract with the City of La Vista included effort for producing construction documents for trail construction, landscaping, and Underpass Preliminary Development and Final Design. The scope included a limited number of coordination meetings and concept development effort. The scope for final bridge design was based on a basic simple span bridge without a full definition of what the desired underpass would entail.

A preliminary design concept for the underpass has been completed, reviewed and approved for advancement to final design. The project has also been approved to receive federal resources for the design and construction. As such, this Scope of Services is intended to address the effort required to design the trail and underpass meeting the approved concept and revising all existing design sheets meeting the requirements of a federal aid project let through the Nebraska Department of Transportation (NDOT) process.

TASKS AND TASK ASSIGNMENTS

Projects located in the jurisdictional area of a Metropolitan Planning Organization (MPO) and has a Responsible Charge (RC) who is an employee of the respective Local Public Agency will manage the project. Nebraska Department of Transportation (NDOT) will manage the project and will act as the RC when located outside of the MPO.

It is anticipated the project will require the following major tasks:

- a. Environmental Documents and coordination (Design Consultant/NEPA Consultant)
- b. Project Management and Quality Control
- c. Update Field Survey
- d. Roadway Design (~~including Right-of-Way Design~~)
- e. Hydrology and Hydraulic Design

- f. Bridge Design and Concrete Box Culvert Design.
- g. When NDOT is the Responsible Charge (RC) the National Pollutant Discharge Elimination System/ and the Storm water Pollution Prevention Plan/SWPPP will be prepared by the NDOT's Roadside Stabilization Unit. The erosion control plans will be designed by the Design Consultant. NDOT's Roadside Stabilization Unit will submit the Notice of Intent, NPDES permit and the SWPPP.
- h. PS&E Submittals
- i. Project Meetings (~~Kick-off meeting~~, Progress, Plan in Hand (PIH) meeting, Utility meeting, and Project Coordination meetings)
- j. Public Involvement
- k. Geological Studies

APPLICABLE PUBLICATIONS

Overview: Work shall be done in accordance with the most current version of the following materials. The most current versions of the NDOT materials can be obtained from the NDOT Website.

- 1) LPA Guidelines Manual for Federal-Aid Projects. NDOT April 2009
- 2) A Policy on Geometric Design of Highways and Streets 2018 (AASHTO)
- 3) Federal Emergency Management Agency (F.E.M.A.) National Flood Insurance, Flood Boundary and Floodway Map, and Flood Insurance Study (FIS)
- 4) Manual on Uniform Traffic Control Devices (FHWA), 2009 Edition
- 5) MUTCD - Nebraska 2011 Supplement to the MUTCD
- 6) Nebraska Minimum Design Standards – Counties, Municipalities, State - 2016 (or most current) (Nebraska Administrative Code Title 428; Rules and Regulations of the Board of Public Roads Classifications and Standards
- 7) Nebraska State Plane Coordinate System Datum Adjustment Computations Lambert Conformal System Manual
- 8) Roadside Design Guide, 2011 (AASHTO)
- 9) Standard Specifications for Highway Construction 2017 (or latest edition) (NDOT)
- 10) NDOT Hydraulic Analysis Guidelines for Consultant
- 11) NDOT Roadway Design Manual & Drainage Design and Erosion Control Manual
- 12) Bridge Office Policies and Procedures Manual
- 13) NDOT Geotechnical Policies and Procedures Manual
- 14) Uniform Relocation Assistance and Real Property Acquisition Act (the Uniform Act)

SOFTWARE AND EQUIPMENT REQUIREMENTS

- 1. The Consultant's design and drafting software and design files must be compatible with NDOT's design and drafting software. Information on NDOT's design

protocol can be found on NDOT's website on the Roadway Design page;
<https://dot.nebraska.gov/business-center/design-consultant/>.

2. The Consultant's roadway design must be accomplished using the design software OPENROADS but no version later than that in use by NDOT. The consultant's design must follow NDOT's drafting procedures, guidelines, and file naming convention using the appropriate version of OpenRoads. Format CAD software. Consultant's use of an earlier version of Bentley OpenRoads may be approved for specific activities with written permission of NDOT and at NDOT's sole discretion.
3. Reports and documents must be submitted in a form compatible with Microsoft Office products unless otherwise directed.
4. The Consultant will provide all software and computer equipment required to complete the work including any analysis software required to perform the bridge design work.
5. All project document submittals (non CAD/OpenRoads) are to be uploaded into the **State's FTP site**. Modeling files to be located within ProjectWise.
6. Bridge and retaining wall design will be accomplished and detailed utilizing MicroStation v8i.
7. Existing design work for the trail, streetscape plan, plantings, and drainage performed in AutoCAD may remain in AutoCAD.

EXPECTATIONS FOR THE DELIVERABLES

1. The consultant shall provide to NDOT acceptable final plans, specifications, and estimates (PS&E) for use in a bid letting and construction of the project. The Consultant shall seal and sign the final plans and applicable deliverables in accordance with the Nebraska Engineers and Architects Regulation Act. Consultant shall also provide to NDOT all applicable supporting documentation and reports as described in the Task Order.
2. Plans and special provisions shall be developed in compliance with the manuals, guidelines and specifications as listed in the Qualifications, Knowledge and Experience.
3. Consultant shall submit to the NDOT roadway design plans at the following stages, when applicable: before the plan-in-hand field inspection, before public meetings, at draft PS&E completion stage, and final PS&E package. Deliverables must be completed and submitted in accordance with the schedule set out in the Task Order.
4. Deliverables must be submitted in electronic form as outlined in the Task Order.
5. Submittals will be reviewed and approved by NDOT. Consultant shall address all issues raised by NDOT's review and make all necessary changes to the work.

DESIGN PLAN PREPARATION AND ASSEMBLY

Overview. These tasks are to develop design plans and assembly of design plans of items not shown in the Roadway Design section. Items to be included, but not limited to, can be found in the NDOT Roadway Design Manual under Highway Plans Assembly. These are the plans which will be let to contract; therefore, plans should be thoroughly checked for completeness, accuracy, and formatting by the design technician, the roadway designer, and other contributing parties.

Drafting Procedures. Consultants using MicroStation will follow the State's CADD drafting procedures and guidelines in preparing plans. File names must follow the State's CADD naming convention. Line weights, line styles, text size and leveling must follow the State's guidelines.

NDOT's CADD drafting standards do not apply for projects developed in AutoCAD, however, the Consultant shall make an effort to follow the State's CADD drafting procedures and guidelines in preparing plans.

Existing CADD effort that has been completed in AutoCAD conforming to the City of Omaha specifications shall remain in AutoCAD. The drawings shall incorporate NDOT border sizes and NDOT standard pay items.

The Consultant shall revise existing plan sheets that reference LPA standard pay items that are not compatible with NDOT standard pay items.

Format of Project Plans

1. The Consultant shall prepare plan and profile plan sheets on a scale of 1" = 20' and "J" (enlarged detail) sheets on a scale of 1" = 50' (rural) or 1" = 20' (urban).
2. All full-sized plan sheets must be approximately 24" x 36". The border sheet information is on NDOT's website. All half-size plan sheets must be 11" x 17".
3. Any materials submitted to the State by the Consultant must be ~~on~~-equivalent to white bond.
4. Any material which does not produce an acceptable reproduction will be returned to the Consultant for rectification.
5. The Consultants shall follow the State's CADD Drafting procedures and guidelines in preparing the project plans.
 - a. Sheets must be set up according to the State's procedures.
 - b. File names must follow the State's CADD naming convention.
 - c. Line weights, line styles, text size and leveling must follow the State's guidelines.
6. The CADD files must also conform to the following standards and conventions:
 - (a) Working units must be:
 1. Master Units = Survey Feet (sf)
 2. Sub Units = inches (in)
 3. Resolution = 1000 per survey foot
 4. Accuracy = 0.1234
 5. Working Area = 813.442402 miles
 - (b) The Consultant shall tie the project into the State Plane Coordinate System using NAD 1983 for horizontal control. Consultant shall coordinate with the Geodetic Survey office for the Project Datum Adjustment Factor (DAF). Prepare all topography information in a MicroStation. Line weights, line styles, text sizes and leveling will follow NDOT's guidelines

Format of cross-sections

1. Plot all cross-sections. This includes labeling stations on the right side of the sheet, labeling existing and design centerline elevations at centerline and labeling offset distances every 5 or 10 feet at the bottom of each sheet.
2. Plot cross-sections on standard size sheets (same size as project plan sheets) according to the State's standards.
3. Stamp or plot in the upper right corner of each sheet the control number, horizontal and vertical scale. Plot the roadway cross-sections at the scale of 1" = 10' H & V, or 1" = 20'H & V.
4. Plot cross-sections with stations progressing upward from the bottom to the top of the sheet.
5. Plot the cross-sections so that there is room for the improvement cross-section. Do not overlap cross-sections.
6. Cut cross-sections at 100-foot intervals (maximum) and at other locations as needed.
7. Plot a cross-section at each location when there may be a drainage structure needed and at driveways, intersections, or other unusual features.
8. Plot drainage structure cross-sections and keep them separate from roadway cross-sections.
9. Plot drainage structure cross-sections at the following scales:
 - a. Storm Sewer 1" = 10' H & V.
 - b. Roadway Culverts 1" = 10' H & V.
10. Plot computer roadway cross-sections in the following manner:
 - a. Plot original ground with a dashed line.
 - b. Plot design template with a solid line.
11. Plan Sheets. The consultant will refer to NDOT Roadway Design Manual for a complete list of plans sheets to be included in the plan set. The Consultant will develop special plans. Standard plans are not included with the plan set, but a current up to date list of Standard Plans used for the project will be included to be placed on the Title Sheet.

The State or LPA Shall Provide:

PRELIMINARY ITEMS

1. As-built or design plans of the existing and adjacent roadways (if available).
2. Existing work already completed including traffic study, geotechnical report, and survey.
3. Any drainage studies completed in the area (if available).
4. Names of known utilities, addresses and permits listing use and occupancy permit data along the project.
5. Electronic files of current aerial photographs (if available).
6. Existing cadastral maps, plat maps, etc. electronic right-of-way files of the project area (if available).
7. Section Corner Ties to corner monuments.

8. Existing benchmark information.
9. ROW negotiations and acquisitions.
10. Local Public Agency (LPA) Project Programming Request (NDOT Form 530)
11. Probable Class of NEPA Action (NDOT 53) Form.

Consultant Shall Provide:

PROJECT MANAGEMENT AND QUALITY CONTROL

Coordination of Design Professional and Scheduling. The Consultant Project Manager will serve as point of contact, maintain project schedule and coordinate work of sub-Consultants

THE CONSULTANT SHALL NOTIFY THE LPA AND NDOT OF ANY CHANGES MADE TO THE DESIGN OR PLANS AFTER THEY HAVE BEEN SUBMITTED TO AND/OR REVIEWED BY THE BOTH THE LPA AND STATE. SUCH CHANGES ARE DISCOURAGED, UNLESS THEY ARE IMPERATIVE OR AT THE REQUEST OF THE LPA AND/OR STATE.

1. **Project Management.** This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices, prepare monthly progress reports and prepare project correspondence with the Responsible Charge (RC) and to NDOT and maintain project records.
2. **Project Description/ Purpose and Need/ Project Details:** The Consultant shall work with the NDOT and the NEPA Consultant when updates or corrections are needed to the existing approved corresponding documents.
3. **Quality Assurance/Quality Control.** The Consultant will perform QA/QC checks at various stages of the project including prior to any official submittal.

MEETINGS

1. **Plan-In-Hand Meeting** the Consultant will schedule and attend a plan-in-hand meeting to review the thirty (30) percent the preliminary roadway design plans. (On-site meeting)
2. **Project Coordination Meetings** the Consultant will meet with the LPA and NDOT to discuss the status of plan development and coordinate design activities at different stages throughout the project. The consultant should anticipate **six** meetings (PCMs 20, 30, 35, 50, 70, and 90). The Consultant will be responsible for preparing meeting minutes.

3. **Meetings with Utilities.** _____1_____ Utility review meetings will be scheduled. The Utility Meeting will be conducted once all utilities have been identified and surveyed and will include all utility owners within the project footprint. The meeting will aid in developing the Utility Coordination Plan and establish a Schedule for any utility relocation that may be necessary. Effort is also included for coordination via the phone and up to __2__ total one-on-one meetings with affected utilities.

4. **Public Informational Meetings.** _____1_____ Public Meeting is assumed to be held. The Consultant shall coordinate with NEPA consultant to provide visual boards and posters for display. One person shall attend.

Survey

1. Update Field Survey. The topographic survey previously completed for the 84th St. project will be updated to incorporate changes to existing conditions since the original survey was completed in 2020. These changes mainly consist of new utilities and new buildings which have since been constructed along the east side of 84th Street.

2. Digital Terrain Model. An updated Digital Terrain Model will be provided for use in cross-section creation. Natural topographic features and man-made features above ground (including existing adjacent building limits) will be recorded. All above and below ground utilities will be located once Digger's Hotline marks them. Sanitary and storm sewer manholes will have rim and flow line elevations surveyed.

3. Base Map Preparation. Consultant will supplement the base maps using the topographic survey data.

4. Horizontal and Vertical Control. The design consultant will establish control points along the project corridor at regular intervals and provide control "reference" point ties to topographic features of permanent nature.

- a) Horizontal control points will be established and referenced to existing section corners. The control points will be permanent in nature and tied to Nebraska State Plane Coordinate system.
- b) Vertical control points will be established and referenced to USGS NAVD88 datum. There will be a minimum of three permanent benchmarks established with additional temporary benchmarks set along the project corridor at intervals not to exceed 500 feet.

5. Section/Property Corners. The consultant will locate necessary section corners, quarter section and property corners for use in drafting existing right-of-way and property lines. The Consultant will work with the County Surveyor on any corners not found to be set by the County Surveyor.

6. Update Existing Utilities. The consultant will call in a One-Call utility locate ticket. Utilities will be shown based on visible, above ground, evident in the field and utility locator's markings. LPA owned utilities will be identified, surveyed, and incorporated into the plan

data. The project liaison will assist in providing utility locations and contact information.

7. PIH Staking the Right of Way. For the PIH field visit the Consultant will stake new and existing right of way, assume ___12___ tract (s):

8. Signal Interconnect. The existing traffic control interconnect will be located and surveyed.

ROW staking should be done to clearly and accurately represent information that is illustrated on the ROW plans. When a tract requires ROW staking the following items should be staked:

1. Existing ROW
2. Existing Control of Access.
3. Existing Control of Access Breaks.
4. Existing Permanent Easements (except utility easements are generally not staked).
5. New ROW
6. New Permanent Easements
7. New Temporary Easements.
8. New Control of Access Breaks

For each line the ROW staking should at a minimum include the staking of points at the following:

1. The ends of each line.
2. Their intersection with a property line.
3. Their intersection with lot lines, section, quarter section line, etc.
4. Any deflection points within the line (turn points).
5. If a line involves a long straight run interim stakes along the line should be placed as needed to clearly denote the line in the field.
6. Any critical points along a line such as the portion coming close to a significant feature such as a structure, center-pivot, well, etc.
7. The stakes should be clearly visible in the field and denote the type of line(s) it is representing. Information to be included on the stakes include.
8. A color identification (surveyors' tape and/or paint) unique to the type of line.
Generally, Orange for ROW and Yellow - Green for easements.
9. The line designation (ROW, PE, TE, CA, etc.)
10. The distance to Centerline.
11. The Station

See NDOT's Construction Manual for additional ROW staking information.

Preliminary Final Roadway and ROW Design

Overview. The following task will be used to accomplish Roadway Design and in the development of design plans. This task includes roadway design services during the Plan-in-Hand phase and in the development of Final Design plans. Design tasks are associated with the construction requirements of the bridge and retaining walls.

The Design shall be in conformance to “Nebraska Minimum Design Standards” for New and Reconstructed Projects, 3R Standards (Resurfacing, Restoration and Rehabilitation) and the “NDOT, Standard Specifications for Highway Construction”. Reference to local standard plans and specifications is not allowed, such plans and specifications must be included within the PS&E package as special plan sheets or special provisions.

The consultant is to make every effort to use NDOT standard items, standard plans, and products from the NDOT approved product list in the design of the project. Items unique to the project and not on the standard item list, will need a special provision stating the method of construction, the unit of measure, and method of payment. Specialty items not on the approved product list will require the consultant to provide a list of 3 or more products/suppliers and an “or approved equal statement”. Approval by NDOT is needed before the item may be incorporated into the project.

1. **Data Collection and Review.** For gathering, reviewing, and organizing data for the project such as review of the as-built plans, survey data, current roadway conditions, and other supportive documentation.
2. **Roadway Horizontal Alignment.** This task includes the design and drafting of the horizontal alignments(s). Task includes creation of the Control Point/PI/Curve Data F sheet(s); the Consultant will create Horizontal Alignment and Orientation (F Sheets) on any design alignments. 84th Street alignment, retaining wall alignments, and other alignments, that are necessary for bridge related construction.
3. **Roadway Vertical Alignment.** This task includes the design and drafting of the vertical alignment(s) and/or adjustment of vertical alignment(s). A proposed profile will be developed to match the existing 84th Street elevation. The profile is estimated at 400-ft to include the length of walls adjacent to the bridge.
4. **Template Roadway Cross Sections.** Develop the design templates necessary to template the cross sections, including design of special ditches. 800-ft of modeling will be included to capture the earthwork necessary for bridge, retaining wall, and guardrail construction and grading.
5. **Limits of Construction.** This task includes efforts to create LOCs for the project. The Consultant will define and draft the limits of construction on the plan sheets. These limits are to be used to determine environmental impacts and right-of-way requirements. This task will be proportioned between bridge, roadway, and civil disciplines.

6. **Earthwork.** Determine earthwork balance factor. Process the earthwork for each alignment, including any extra earthwork due to large driveways, guardrail, or any other cause for earthwork. Calculate earthwork quantities and produce earthwork summary and plan notes.
7. **Roadway Geometric Design.** This task includes the geometric design of all Roadway alignments, intersections, driveways, parking lot reconstruction, sidewalks, and pavement transitions, which includes setting up all the geometric sheets for the project and labeling.
8. **Storm Sewer and Drainage:** This task includes hydrologic and hydraulic analysis for design of the new storm sewer system for the new and reconstruction portion of the project. This would include hydrologic review to determine drainage areas and discharges to the roadways for multiple storm events; development of a hydraulic model; identification of outlet storm sewers or drainage ways; and required improvements to outlet storm sewers or drainage ways necessary to drain the reconstructed highway. The storm sewer design will review the 10-year storm event to determine if a reasonable and practical storm sewer system can be provided to meet the current criteria. If it is determined that it is not practical to meet a 10-year storm event, a practical design approach will be used to determine a reasonable design that meets or exceeds the capacity required to convey a 2-year design storm. The design of the storm sewer will be developed in a manner to accommodate phased construction of the project that will maintain existing roadway drainage while providing outlets for the new storm sewer being constructed. This work also includes of drainage plans and storm sewer profiles. Storm sewer design will be based upon the new and reconstruction urban segment.
9. **Roadway and Driveway Culverts.** This task is for roadway and driveway culverts and includes the preparation of a drainage map outlining all drainage areas and completion of the following for each area. NDOT's Pipe Policy will be followed.
 - a. Compute area size and Q.
 - b. Determine allowable H.W.
 - c. Size culvert and compute H.W.
 - d. Using design cross sections, determine length of culvert.
 - e. For each culvert, show the Station, D.A., Q., H.W., Size and Length.
 - f. Determine location of new/existing culverts with special ditch locations
 - g. Draft culvert build notes
10. **Construction and Removal.** Development of Construction and Removal notes detailing construction and removal items not specifically identified elsewhere in this scope. NDOT CAD standards and construction/removal notes/tabs are to be used.
11. **Utility Coordination/Verification.** The Consultant will draft utilities on the plans that were not included in the preliminary plotting and for limited coordination with the utilities, to verify the location and type of utility. In addition, the Consultant will coordinate and schedule a Utilities meeting to identify and work through potential conflicts identified in the preliminary Plan-In-Hand plans and prepare NDOT Standard Utility contracts and

pole tab sheets. (LPA is responsible to coordinate utility agreement negotiations with utilities) as well as prepare call reports of all correspondence with contacted utilities. Consultant shall prepare a Utility Coordination Plan (for information only) which shows all existing utilities in color following the APWA Uniform Color Code. Special attention will be shown for all utilities in the footprint of the underpass where deep excavation is expected. This may include additional effort coordinating utility "pot holing" to identify utility depths.

12. **Construction Phasing/Detour Route/Temporary Roads.** The Consultant shall develop traffic phasing concepts to allow for reasonable access during construction for highway and local traffic that may include detours and staging of construction. The Consultant shall prepare a written description of the Construction Phasing, noting detour routes if applicable. This phasing plan shall be submitted at the time of the first submittal. Phasing plans will be developed providing vehicular and pedestrian access at all times with phased bridge construction. The phasing will include median crossover quantities and details. Temporary traffic control plans will be detailed to support one lane of traffic in each direction via the median crossovers.
13. **Erosion Control.** This task includes effort required to design and draft both temporary and permanent erosion control measures for the project. The consultant will submit the erosion control plans to the LAD of NDOT for review and concurrence by NDOT Roadside Stabilization Unit.
14. **Quantities/Estimates.** Develop and tabulate all the preliminary quantities. Computation sheets will be submitted with all Quantities to the RC and/or the LAD of NDOT for all submittals, including Pre/Post Plan-in-Hand and Final Plans, using NDOT standard bid items, NDOT Project Information sheet (NDOT Form 342), and NDOT quantities forms (NDOT Form 343 and NDOT Form 355). In addition to these submittals, opinion of probable cost will be updated and submitted yearly (**January 31**) throughout the preliminary engineering and final design phases. Estimate of probable cost will be prepared by the Consultant using recent bid tabulations and other available information.
15. **Typical Sections.** This includes design and drafting the typical cross sections and other details as needed for the project.
16. **Update Trail Layout.** Revise existing plan sheets detailing trail geometry, layout, and associated trail items to conform to NDOT standard letting items and sheet format.
17. **Update Landscape Architecture.** Revise existing plan sheets detailing plantings, vegetation, and hardscape to conform to NDOT standard letting items and format.
18. **E Sheets.** This task includes developing the wetland aerial plan sheets ("E" Sheets) from the ortho. This task will include effort to illustrate and label wetlands, restricted areas, channels, alignments, impacted areas, reference files, and other wetland features. This task includes effort to illustrate sensitive areas including, but are not

limited to, 4(f) properties, Section 106 sites, and T&E areas.

19. **Guardrail.** This task includes effort to analyze existing cable ~~potential~~ guardrail locations and design new guardrail at locations that do not meet current standards or are affected by other elements of the project. Guardrail will be designed to meet current NDOT standards unless justified by an accepted design as governed by the current Roadside Design Guide. It is anticipated that geometric improvements will be incorporated to remove the need for guardrail projects, such as flattening for slopes and placing retaining wall with fence at right-of-way line,
20. **Electrical.** This task includes the design and layout of ornamental lighting above and below the bridge deck. This includes the proposed column lighting on the bridge and proposed trail lighting directly under the bridge. Includes identifying the source of power, designing all circuits and wiring, conduits & junction boxes, and coordination with Omaha Public Power District (OPPD). All work will be in conformance with OPW lighting standards and applicable codes.
21. **Floodplain Permitting Identification.** This task includes the following:

Determine if the project will have construction occurring in a floodplain, whether crossing or parallel. The Consultant determines if the project crosses or occurs within a mapped floodplain, or in the case of parallel floodplains determines and quantifies the highway embankment work that will encroach into the area mapped as a floodplain.
22. **Floodplain Permit** if a Floodplain Permit is required, the Design Consultant will prepare a Floodplain Certification Package. The package is to include a memo describing the project and its impacts on the floodplain, a location map showing the boundary of the project, FIRMette maps with floodplains and structures identified and a certification form signed, sealed and dated by a professional engineer certifying compliance with floodplain and floodway regulations. A FIRMette is a legal to scale copy of a portion of a Flood Insurance Rate Map (FIRM). FIRMette can be printed in either letter legal or ledger size paper and found at the following website, <http://msc.fema.gov>. The LPA with assistance from the Consultant is to apply for the permit.
23. **Plan-In-Hand Report.** The Consultant will prepare and submit a draft Plan-in-Hand report within two (2) weeks of the meeting summarizing the findings and decisions made regarding the project design. The draft PIH report will be submitted and routed for review and comments. The consultant will address the comments (within 2 weeks) and submit the final PIH report.
24. **Working Day Calculations.** Working Days for construction activities will be calculated at the Plan in Hand plan stage and incorporated into the draft PIH report and updated at the Draft Final PS&E plan stage.
25. **Pavement Determination.** The Consultant shall provide complete documentation of the structural pavement design analysis used for the project. The pavement analysis must be a nationally recognized method, such as AASHTO, AIM, PCA, etc. The Pavement

Determination Data Sheet (supplied by NDOT) shall be completed by the Consultant and included as part of the documentation

Deliverables

- a) Meeting Minutes for all meetings to be summarized emailed to the Client, NDOT and applicable stakeholders within (2) days of meetings.
- b) Hydraulic Report and Data Sheet
- c) Deliverables for the Plan-in-Hand Phase include:
 - i) Preliminary Waterway Permit Data Sheet, NDOT Form 290
 - ii) Erosion Control Plan-in-Hand Checklist, Exhibit G of the NDOT Roadway Design Process Outline (DPO), if applicable
 - iii) FAA Form 7460-1 when applicable
 - iv) Plan-in-Hand Plans
 - v) Project Information Sheet, NDOT Form 342
 - vi) Project Quantity Sheet, NDOT Form 343E
 - vii) Draft Plan-in-Hand Report (pdf format)
 - viii) Plan-in-Hand plans with comments consolidated on one set
- d) Final Plan-in-Hand Report (pdf format)
- e) Plans/display showing project in relation to mapped floodplains/floodways, if applicable
- f) Opinion of Probable Construction Cost
- g) Construction and working day estimates
- h) Updated project description, project details, and purpose and need as necessary
- i) Pavement Determination
- j) Working Day Calculations
- k) Cost Estimates
- l) KMZ file at each plan submittal
- m) Utility Call Reports or equivalent documentation

Refer to last page of this Scope of Services for detailed list of required plan sheets at each phase of project.

Post Plan in Hand Plans

1. **Post Plan in Hand plans** incorporate review comments needing revisions identified during the plan in hand and serves as a mid-point check of the design.

2. **Post Plan in Hand Plan Submittal** the following plans with the limits of construction are to be submitted to the LAD PC at the completion of the functional design. Below is the order the plans are to be arranged in the plan set.

Draft PS&E Submittal Plan review

NOTE: upon receipt of the Draft PS&E Plans on projects NDOT has assumed the duties of the Responsible Charge (typically projects located outside of MAPA and LCLC) the NDOT's Right of Way Division will prepare the ROW Cost Estimate.

1. **Incorporate review comments** the Consultant will address and incorporate review comments from the Post Plan in Hand Plan review.

2. **Draft PS&E Submittal** the Consultant shall submit a draft PS&E package, to the Project Liaison and LAD PC for final review. The package will include the plan set and total project quantities.

The only revisions to the Draft PS&E plans would be modifications resulting from right of way negotiations, design modifications due to unknown utility conflicts or revisions requested by an affected railroad.

Final PS&E Submittal/Blue Line Corrections

1. **Final PS&E Submittal.** Upon incorporating review comments into the plan set and special provisions, the Consultant shall prepare and submit all drawings, special provisions, and an estimate of quantities to the LAD Project Coordinator for the final PS&E review. The completed PS&E plans to be submitted by the Consultant shall include the following:

- i. Electronic Plan Data for the Contractor:
- ii. Slope staking information at locations where grading is to be completed to flatten slopes, construct guardrail and mailbox turnouts, and construct new erosion control curb and flumes. The Consultant shall provide the State with samples of these items for approval of the formats and information. Final construction information to be submitted as directed by the NDOT Project Coordinator.
- iii. Subgrade and finish grade information for new construction (previously blue tops and paving grades).

2. **Address comments or questions** during PS&E Review this includes the effort of addressing any questions or comments that arise during the PS&E review. And making corrections per PS&E Comments (not to include errors or omissions), this includes corrections based on PS&E comments that make the plans biddable (bluelines).

3. **Electronic CADD files** after PS&E corrections, the Consultant shall upload all electronic CADD files to the State's FTP Site (ProjectWise). The following should also be included:

- a. Documentation File (metadata about the files provided, descriptions, etc.)
- b. CADD Files (*.DGN format)
 - 1) Alignment File(s), GPK file
 - 2) Roadway Design Feature File(s)
 - 3) ROW Feature File, if applicable
 - 4) Wetlands Feature File
 - 5) Topography Cross Sections (when available)
 - 1) Existing Ground

- 2) Proposed Finished Grade
- 3) Proposed Grading Surface
- c. Super-elevation Transition Diagrams
- 1) Super Diagram or Word Document

4. **Printing** this includes effort to print and resubmit any sheets that change based on PS&E comments (not to include errors or omissions).

5. **SWPPP** When required by the NPDES Construction Stormwater Permit, the Consultant shall provide a Stormwater Pollution Prevention Plan (SWPPP) for the project. The SWPPP must be developed using NDOT's SWPPP template that will be provided by the Roadside Stabilization Unit. The Roadside Stabilization Unit will complete a redline review of the SWPPP and Erosion Control Plans. The Consultant shall incorporate comments received from the Roadside Stabilization Unit prior to delivery of the final documents.

6. **Letting Task**

- a. Answering questions received from Contractors during Letting Phase
- b. Supplying Information to NDOT for preparing addendums (*will be supplemented with future contract if needed*)
- c. Shop drawing review/approvals (*will be supplemented with future contract if needed*)

DELIVERABLES FOR FINAL PLANS (PS&E) PHASE INCLUDE

- a. Revised Waterway Permit Data Sheet, NDOT Form 290
- b. Floodplain Certification Package
- c. Opinion of Probable Construction Cost
- d. Two full-size sets of Final Plan electronic files (one stamped/signed and one unstamped/unsigned both with preliminary stamp removed).
- e. Project Information Sheet, NDOT Form 342
- f. Project Quantity Sheet, NDOT Form 343E
- g. Summary of Quantity Sheets, NDOT Form 355
- h. Guardrail Summary, NDOT Form 195
- i. Summary of Quantities and Locations of Surfaced Driveways/Intersections
- j. Table of Drainage Summary Items, "Horse blankets"
- k. Length Sheet, NDOT Form 415
- l. PS&E Required Sheet, NDOT Form 280
- m. Grading Item Summary, NDOT Form 64E
- n. Special Provisions
- o. Standard Plan listing
- p. Special Plan listing
- q. Certification of Compliance, NDOT Form 366

- r. Floodplain Certification and Permit (If applicable)
- s. Construction and working day estimates

RIGHT-OF-WAY DESIGN SERVICES

Overview: The following tasks will be completed to establish the existing Right-of-Way and to design the proposed Right-of-Way. The LPA will provide title research, existing right-of-way base and legal descriptions.

Qualifications, Knowledge and Experience. The Services must be completed by, or under the direct supervision of a registered abstractor who is qualified and in good standing to complete the Services in Nebraska. Consultant must be knowledgeable and have substantial experience completing Services of this type.

Software, Equipment, and Submission Requirements. Title researcher will be responsible for providing all necessary equipment, supplies, materials, and software to complete the Services. The Certificate of Title reports shall be signed, converted to pdf format and submitted in readable electronic form. Supporting documents shall be submitted in pdf, jpeg or tiff format. All deliverables shall be submitted using the specified file naming convention.

Format of Right-of-Way plans The Consultant shall submit all Right-of-Way plans as half-size plans plotted at the appropriate scale. They must measure the standard 11"x17" paper that is used in any normal Xerox machine. The margins must measure as follows: left margin must be approx. 1-inch, right margin must be approx. 5/16 inch, and the top and bottom margins must be approx. 3/8 inch. The border used must be the one supplied with the ROW cell file. It measures approximately 15 5/8 inches x 10 3/8 inches when plotted at 1" = 200' scale. The scale of the ROW plan sheets will match the scale of the roadway plan sheets. Any materials submitted to the State by the Consultant must be on or equivalent to white bond. Any material, which does not produce an acceptable reproduction, will be returned to the Consultant for rectification. The Consultant shall follow the State's "CADD Drafting procedures and guidelines" in preparing the project plans. Sheets must be set up according to the State's procedures. File names must follow the State's CADD naming convention. Line weights, line styles, text size and leveling must follow the State's guidelines. The CADD files must conform to the following standards and conventions:

Graphic elements must be placed in accordance with the State MicroStation Right-of-Way element attributes standards. Working units must be:

- 1. Master Units = Ft
- 2. Sub Units = 1000 TH
- 3. Position Units = 1

File names must use State CADD naming convention.

Data Transfer It shall be the Consultant's responsibility to obtain the necessary software to translate to and from the specified format for all electronic files supplied by the State and for all electronic files prepared by the Consultant and supplied to the LPA/State. The State and the Consultant shall transfer all Graphic files in a MicroStation dgn. Format. A data sheet must accompany all electronic file submittals listing the file names and detailing the method of placement so the State will know how to restore the data in our system. All computer files shall be provided on either compact disk (CD) or loaded to State's FTP site unless otherwise specified. The State will provide instructions and password for FTP site with final contract documents.

- 1) **Existing Right-of-Way Base.** This task involves certified title research including collecting the Plat drawings, reviewing property titles, reviewing survey data, and other necessary information to establish the existing Right-of-Way, including easements, for the properties abutting the project. Title Searches to be completed by a certified abstractor. Ownership plans will be developed from this information and the ~~consultant~~ LPA will have this task completed prior to the plan-in-hand meeting.
- 2) **Proposed Right-of-Way.** The Consultant will determine the easements (temporary and permanent) and right-of-way required to construct the project. It is estimated that there will be up to ____1____ tracts associated with this project.
- 3) **Right-of-Way Plan Sheets.** The Consultant will prepare right-of-way plan sheets to include in the plan set. The sheets will include existing property lines and all proposed right-of-way ownerships, easements and takings will be tabulated and shown on the sheets. Tract Maps with all legal description will be provided by the Consultant.
- 4) **Title Research.** All title research services will be completed in compliance with the Uniform Relocation Assistance and Real Property Acquisition Act (the Uniform Act) and with the NDOT Right-of-Way Manual. The Services must be completed by, or under the direct supervision of a registered abstractor who is qualified and in good standing to complete the Services in Nebraska. ~~Consultant~~ LPA must be knowledgeable and have substantial experience completing Services of this type. The State will provide instructions and password for FTP site with final contract documents. ~~Consultant~~ LPA will be responsible for providing all necessary equipment, supplies, materials, and software to complete the Services. The Certificate of Title reports shall be signed, converted to pdf format, and submitted to State in readable electronic form. Supporting documents shall be submitted in pdf, jpeg, or tiff format. All deliverables shall be uploaded to an ftp site specified by State using State's file naming convention.

ROW Deliverables at the Post Plan in Hand Design Stage.

- a) The title researcher shall review the title research study area ("Study Area") and search the County real estate records to identify each separate parcel of land located within the Study Area. A separate parcel of land is all contiguous land owned by the same owner and held in the same title (e.g., sole owner, joint tenants, tenants in common, etc.).

- b) The title researcher shall provide a copy of the title-vesting document for the current owner of each parcel of land in the Study Area.
- c) The title researcher shall list all owners of record of the parcel within the preceding 5-years and include a copy of each additional instrument conveying title to each owner identified.
- d) Title researcher shall provide a Certificate of Title Report for each parcel within the study area. This Title Report shall be on the State's approved Certificate of Title Report form (or a preapproved form) to report such information. Each Title Report shall also include the following information:
 - i) The name of the current parcel owner(s) and how the title is held, exactly as shown on the title vesting document(s).
 - ii) The owner's mailing address as shown in the County Assessor or Treasurer's records.
 - iii) If the owner of record is known to be deceased, the Case Number of the Deceased's Probate along with the name(s) of court appointed Personal Representative(s) if available.
 - iv) Active Mortgages, Deeds of Trusts, and other financing documents, and any assignments of such documents.
 - v) Active liens, agreements, conditions, limitations, restrictions or covenants affecting title.
 - vi) Easements such as private water, sewer, ingress/egress (access), cell towers, flood, and irrigation or others that encumber or restrict the use of the land. Consultant should not provide easements for public utilities (water, sanitary sewer, power, gas, cable, telephone, and telegraph).
 - vii) All recorded leases except oil and gas leases.
 - viii) List the document recording information for each record listed in the title report to include the date of record and instrument number.
 - ix) The legal description for the subject parcel of land.
 - x) Comments the abstractor believes are necessary for a full understanding of the information reviewed for the parcel.
 - xi) Name, signature, and license number of abstractor and title effective date.
- e) Provide copies of all supporting documentation (deeds, easements, etc.) that are listed in the title report in an electronic format type using the document naming convention as specified. Consultant should not provide copies of the active mortgages, deeds of trust or assignments that are listed on the Title Report.
- f) If applicable, Consultant shall provide copies of subdivision plats and surveys of irregular tracts and tax lots with metes and bounds field notes.
- g) Provide copies of deeds, easements, dedications, plats, etc., for any property acquired by or conveyed to governmental entities.
- h) Provide copies of County Cadastral Maps in counties that do not have a GIS website.

Title Report and Supporting Document Naming Convention. For each parcel - two separate electronic files must be submitted as detailed below:

1. For each parcel - One electronic file containing the Title Report

2. For each parcel - One electronic file containing all supporting documents. This file should include all documents as specified under the above ROW Deliverables at the Post Plan in Hand Plan Stage.
3. For each electronic file - file names should be simple, easy, and logical. File names should include last name of private owner or first name of company.

Examples of File Names

Vesting Owner	Title Report File Name	Documents File Name
Joe Smith	Smith TR	Smith Documents
Lincoln Methodist Church	Methodist Church TR	Methodist Church Documents
MSD LLC	MSD TR	MSD Documents
Sam Jones and Doug Peters	Jones TR	Jones Documents
AJ Brown Auto Body	Brown TR	Brown Documents

The Consultant is to submit a geographically oriented base file in MicroStation *.dgn format showing the following information for the entire project. Files may be submitted in one file or in reference files, all necessary reference files need to be in the submittal.

- Surveyed Topography
- All construction items (feature file)
- Limits of construction.
- ROW Survey (section corners, lot corners, etc.)
- Ownership information (property lines, owner names, lot numbers, lot lines, tract numbers, etc.)
- ROW Design (new ROW, PE's and TE's)
- ROW patterning (if placed in the base file)
- Air photo if used

~~On Projects that NDOT is acquiring ROW, the consultant shall submit a kmz file.~~

Prepare, Right of Way Cost Estimate

Overview NDOT will prepare the ROW Cost Estimate on projects located outside of the Metropolitan Planning Organizations (MPO) of Metropolitan Area Planning Agency, Omaha (MAPA) and of Lincoln City Lancaster County (LCLC). If project is within an MPO, ROW Cost Estimate will be completed by the LPA as detailed below.

If an LPA in MAPA or LCLC elect to outsource preparation of the ROW Cost Estimate, they may do so provided the ROW Cost Estimate is prepared by a real estate

professional knowledgeable of land values in the area of the project and the ROW Cost Estimate is prepared using the following criteria.

ROW Cost Estimates should include an estimate of the current value of the takings, any damage costs, incidental costs (such as appraisal fees, negotiator fees, title fees, etc.), relocation expenses, possible condemnation costs, and demolition fees, (ROW Cost Estimate form PA-4).

The following items are required in the estimate:

1. *Land Value* - The land value for all fee takings and easements shall be calculated on a square foot cost basis in urban areas and by the acre in rural areas. Each tract shall be evaluated as to zoning and type of use, such as business, residential, and public use. Not all tracts will be valued at the same square foot price.
2. *Damage Costs* - Damage costs must be determined for each tract. These will include cost to cure items and damages to the remainder of the property.
3. *Relocation Costs* - Any residential properties or businesses that will be acquired, as part of the project needs to be included in the ROW Estimate. The estimated value of the home or business and the additional relocation costs (relocation payments to the owner, tenant, and Consultant fees) for each tract will be identified on the Estimate as Relocation Costs.
4. *Administrative Costs and Incidental Expenses* – These costs will include the fees for the Appraisal, Appraisal Review, and Consultant negotiation fees. An incidental cost should be included for each tract on the project if the LPA is hiring ROW Consultants.
5. *Demolition Contracts* - should also include any costs associated with hazardous materials removal.
6. *Advertising Sign Cost* if applicable
7. *Condemnation Costs/Administrative Settlements* - indicate the anticipated percent of parcels affected by either condemnation costs or administrative settlements.

The ROW Cost Estimate includes the cost to research and acquire the right-of-way for the project, including easements. It includes the right-of-way costs for storm water management, wetland mitigation, and other work outside of the roadway prism. Contractual obligations with property owners to relocate fencing, reconstruct gates, relocate sprinkler systems, etc. are a ROW cost and are not to be a construction item.

The cost to repair sprinkler systems on public right-of-way is ineligible for federal participation. However, Local Public Agency policies may provide local funding to repair underground sprinkler systems located in the public ROW and damaged by a public project.

The cost to repair sprinkler systems on public property is ineligible for federal participation. However, Local Public Agency policies may provide for local funding to repair underground sprinkler systems located in the public ROW and damaged by a

public project. The ROW Cost Estimate is to note if local funding is available and the estimated cost of repair of the system in the public right of way.

If the extent of the right-of-way acquisition is not known, then a contingency should be added based upon historical settlements and awards for condemnation cases, which must include costs for attorneys, engineering research, witness research, survey, and staff time. The right-of-way acquisition schedule needs to be considered. Right-of-way acquisition costs will increase quickly in rapidly developing areas. Costs must include relocation assistance and benefits for displaced individuals, families, businesses, governments, and nonprofit organizations. Special acquisitions, such as those from government sites can be time consuming and costly. The LPA recognizes right-of-way estimates are dependent upon the accuracy and reliability of information concerning the locations of the right-of-way limits on a project. A small change in the locations of the right-of-way line, or a change in access control or drainage retentions placement, particularly in commercial areas, can affect the right-of-way cost estimate by millions of dollars because of required damage payments such as severance or business damages.

It is anticipated a ROW Cost Estimated is needed for _____ tracts.

Deliverables: ROW Cost Estimate form PA-4.

Bridge Design Services

Description

This scope provides for engineering services to provide {ex. Bridge Design Data Sheets and TS & L's, Final Bridge Design, Final Bridge Plans, Bridge Load Rating, and Construction Services for _____ and _____ Number TBD _____}.

State to:

1. Provide the latest copy of Bridge Office Policies and Procedures Manual. (BOPP Manual) (Available on NDOT website)
2. Provide MicroStation *.dgn. Format bridge design files, including base sheets, current design standards, libraries, etc. (Available on NDOT website)

Applicable Publications

The Consultant shall follow the criteria of the current applicable publications of the American Association of State Highway and Transportation Officials and design criteria furnished by the State. These publications and others which the Consultant shall use in this work are:

1. AASHTO LRFD Bridge Design Specifications (Ninth Edition)
2. Nebraska Minimum Design Standards, Board of Public Roads Classifications and Standards 2016 (or latest edition).
3. Nebraska Department of Transportation Standard Specifications for Highway Construction, 2017 (or latest edition)
4. Nebraska Department of Transportation Bridge Office Policies and Procedures Manual. (BOPP Manual)

Project Plans Formant, Convention and CADD

All full-sized plan sheets must be 24" x 36". The margin on the right will be ½", the margin on the top and bottom will be 1" and the margin on the left side (binding edge) will measure 2". The border will measure 22" x 33 1/2". Any materials submitted to the State by the Consultant must be on or equivalent to white bond. Any material which does not produce an acceptable reproduction will be returned to the Consultant for rectification.

The CADD files must also conform to the following standards conventions:

- Graphic elements must be placed according to NDOT-Bridge level conventions as described in the README DGN file.
- Working units must be:
- Master Units = Survey Feet, Label: '
- Sub Units = inches, Label: "
- Resolution = 1000 per distance survey foot
- File names must use NDOT-Bridge CADD naming convention as described in the Bridge Office Policies and Procedures Manual.

Data Transfer

The Consultant shall create and transfer all plan files to the State in MicroStation *.dgn. Format. It is the Consultant's responsibility to obtain the MicroStation *.dgn. Format software.

The MicroStation *.dgn. Format software files shall be transferred to the State via NDOT's FTP site.

1. Bridge Design Data Sheets and Bridge Type, Size and Location Plans (TS&L) for Hydraulic Structures

The Consultant shall prepare a Bridge Design Data Sheet and Type, Size, and Location plans (TS&L) for concrete and steel superstructure alternates (if applicable) for the structures listed below:

_____ TBD (New Bridge) _____

The Consultant shall prepare a general description/layout of the proposed bridges on each TS&L plan. This information shall include, but is not necessarily limited to the following:

- 1) Sectional Elevation View of Bridge
 - a. Span arrangement
 - b. Locations of substructure elements
 - c. Existing and/or design profiles of ground, roadways, railroads, etc. below and adjacent to bridge (where applicable).
 - d. Low girder/slab elevations
 - e. Grade elevations of bridge and other critical elevations
 - f. Top of pier footing elevations
 - g. Bottom of sheet pile or abutment wall elevation

- h. Bottom of pile bent encasement elevation
- i. H.W. Elevation (Q100)
- 2) General Plan View of Bridge
 - a. Span arrangement
 - b. Locations of substructure elements
 - c. Location of existing bridge
- 3) Typical Cross Section of Bridge Roadway/Superstructure
 - a. Girder type designation
 - b. Girder spacing
 - c. Clear roadway width of bridge
 - d. Phasing (if any)

Show all hydraulic information as shown in the hydraulic data sheet. Also, show elevation and plan view of riprap layout, channel shaping and channel transition back to the natural channel, to scale. Show ordinary high water (OHW) elevation. Existing Profiles, New Grade Profile Sketch, Structure Location Note The title block along the right side of the sheet shall include the information specified in Section 2.1.3 of the Bridge Office Policies and Procedures Manual. The Bridge Design Data Sheet shall be done in accordance with the Bridge Office Policies and Procedures Manual. The Consultant retains electronic TS&L plot data for reproduction if necessary.

2. Final Bridge Design

The Consultant shall prepare final bridge design plans for the structure(s) as described in this Scope of Services, and as detailed in the bridge design data sheets approved by the State. Because the bridges in this Scope of Services may be different types, some of the items in this section and the following section may not apply for each structure.

- 1) The Consultant shall compute quantities according to the standard bid items in the Standard Specifications.
- 2) The Consultant shall prepare a list of all current standard special provisions that pertain to this project. In addition, the Consultant shall prepare special provisions for any bid item not in accordance with the Standard Specifications.
- 3) If any proprietary items are specified in the final design plans, the Consultant shall list at least three manufacturers in the plans and special provisions, or a general specification eliminating any reference to proprietary names. In addition, the Consultant shall provide to the State any technical brochures pertaining to the proposed products.
- 4) *75% Bridge Plan Submittal.* The Consultant shall submit to the LAD PC PDF plans via **the State's FTP site** for the 75% review when the initial design and detailing is completed, but prior to the checking. To avoid delays in the design, during this period of preliminary review, the Consultant may proceed with the bridge design check.
- 5) *90% Bridge Plan Submittal.* The Consultant shall submit to the LAD PC PDF plans via the **State's FTP site** for the 90% review when the design and detail check is complete, and a draft copy of the special provisions.
- 6) *100% Final Bridge Plan Submittal.* The Consultant shall submit final drawings and final special provisions when all final corrections and quantity calculations

are completed. The consultant shall submit one complete set of design calculations and one complete set of check calculations, including copies of any computer output used in the design and check calculations. Also, to be submitted, is one complete set of quantity calculations and one complete set of quantity check calculations (including copies of any applicable computer output). All design/check calculations and all quantity/check calculations, the Word files for the special provisions, and a PDF of the final bridge plans shall be submitted via LAD PC.

- 7) The Consultant shall do the design check calculations and check quantity calculations independent from the original design calculations and original quantity calculations. All check calculations are to be performed by a person of equal professional status as the one who performed the original calculations.
- 8) The Consultant shall show the names of the individuals preparing and checking the work, along with the date on each sheet of the original design, design check calculations, and quantity calculations and check quantity calculations. The Consultant shall make sure that all calculations are properly indexed, arranged in a logical and orderly manner.
- 9) The Consultant shall provide shim data (deflections due to slab and curb/rail weight).
- 10) The Consultant shall design the bridge conforming to the conceptual design that includes aesthetics.
 - a. Planting basins separating the traffic lanes and pedestrian pathway shall be designed. The basin walls facing traffic shall meet AASHTO requirements for impact safety to the driver. The basin shall be self draining. Conduit is to be designed into the basins for electrical units.
 - b. The bridge shall be designed to include lighting. All electrical conduit and junction boxes shall be designed and incorporated into the bridge plans. Electrical conduit shall be positioned for underdeck lighting and for service to above deck lighting in accordance with the conceptual design.
 - c. The above deck lighting shall be vertical pillars located on the bridge deck between the traffic and pedestrians. The pillars are to be designed meeting all AASHTO safety requirements, meet the geometric confines of the aesthetic concept, and be serviceable for future maintenance.
- 11) Retaining walls are required for the bridge approach sections. These retaining walls are assumed to be constructed utilizing a soil nail or tied wall construction method. The consultant shall layout the retaining wall geometric requirements and specifications.
- 12) Secondary retaining walls along the pedestrian underpass trail shall be detailed in the bridge plans. These walls abut the bridge structure and provide secondary support at the toe of the approach fill.

3. Final Bridge Plans

Requirements for bridge design plans:

- 1) The Consultant shall prepare final bridge design plans on sheets in accordance with the format described in this Scope of Services.

- 2) The Consultant shall provide a title block along the right side of each sheet that is in conformance with the "Bridge Office Policies and Procedures Manual".
- 3) The Consultant shall draft all structural details at a scale which will clearly show all details, notes, and lettering when the plans are reduced to half size.
- 4) The Consultant shall put the seal and signature of a registered professional engineer licensed to practice in the State of Nebraska on all sheets of the final design plans.

4. Load Rating Services

Load Rating Services shall include the following:

1. Provide bridge rating using BrR software. A Load Rating Summary Sheet (BR Form 465, current version; form available on NDOT website) and the load rating calculations shall be provided for the bridge.
2. The load rating shall include analysis for the Special Haul Vehicles SU4, SU5, SU6 and SU7 Trucks shown in the latest version of the Manual for Bridge Evaluation. NDOT Rating Trucks shall also be included in the load rating analysis.

The load rating shall be performed in accordance with NDOT's Bridge Inspection Program Manual. The consultant should utilize the Load Rating Report checklist in this manual when completing the load rating.

5. Girder Shim Calculations *(will be handled as a supplement to this contract)*

- 1) The Engineer shall provide to the Consultant the height of instrument elevation and the rod readings taken on top of the girders at the points designated by the Consultant.
- 2) The Consultant shall calculate the girder shims of each point and provide the results to the Engineer.
- 3) The Consultant shall recommend any needed adjustments to the grade, shear connector embedment, etc. to provide for proper girder shims.

NOTE: The State may make suggestions or comments and will attempt to return the plans within approximately two weeks after receiving the plans from the Consultant for the above bridge plan submittals.

Environmental Services and Coordination

Environmental coordination requires the Design Consultant to work with the NEPA Consultant to ensure environmental commitments are met. The RC is responsible for coordinating these efforts.

- 1) **Review of NEPA documents and commitments.** The Design Consultant shall review the NEPA Documents for any commitments made that must be addressed during the design.

- 2) **NEPA exhibits.** The Design Consultant will provide the NDOT with exhibits as needed for the development of Public Involvement.
- 3) **Preliminary Waterway Permit Data Sheet.** The Design Consultant will complete form NDOT-290 for the project.
- 4) **Wetlands Impacts.** The Design Consultant will provide limits of construction to the Environmental Consultant for calculation of impacts to wetland areas delineated. This information shall be provided in the final plans on the E Sheet.
- 5) **Permits.** The Design Consultant shall prepare and submit on behalf of the LPA the following permits, certifications, and forms. The Consultant shall copy the RC (NDOT) on all applications submitted.
 - a. Floodplain Permit (Design Consultant)
 - b. Wetland Impact calculations form NDOT 290 Waterway Permit Data
 - c. The need or potential need for a FAA Form 7460-1 should be noted in the plan-in-hand report and added as a special provision in the PS&E package by the design consultant.

PUBLIC INVOLVEMENT

The Consultant) shall serve as the agent for the Client, representing the Client in all matters related to public involvement services for this project, with the exception of *(list any tasks to be conducted by the Client or others)*:

1. Civil Rights Analysis
2. Preparation of a distribution list of stakeholders and contiguous property owners
3. Preparation and dissemination of a press release in regard to public involvement
4. Ordering and posting temporary public meeting highway signs (if needed)

It is anticipated that the project will require the following major tasks *(include the following, as appropriate)*:

1. Public Information Meeting (PIM)

APPLICABLE PUBLICATIONS:

Work shall be done in accordance with the most current version of the following materials. The most current versions of the NDOT materials can be obtained from the NDOT website.

NDOT Public Involvement Procedure

<http://dot.nebraska.gov/media/3964/ndor-public-involvement-procedure.pdf>

CLIENT SHALL PROVIDE:

1. If applicable, cover any costs associated with securing or using meeting venue(s)
2. Distribution list of stakeholders and contiguous property owners
3. Press Release to be sent two weeks prior to public information meeting (optional)
4. Temporary signage to be installed 15 days prior to public information meeting (if needed)
5. Templates for standard reports, legal notices, handouts, comment response letters, etc., for materials being developed for Client

CONSULTANT SHALL PROVIDE THE FOLLOWING SERVICES:

Consultant will work with the Client to develop a Public Involvement Plan to address public notification, develop a database of project stakeholders and plan for the PIM, one-on-one meetings, or agency meetings that might be necessary. Consultant will assist the Client in conducting a Public Information Meeting (PIM) including setup, facilitation and teardown. Consultant will:

1. **Identify Venue** and arrange for booking. Provide a meeting venue floor plan including identification of ADA compliant access routes, location of display and presentation materials, and seating arrangement, if applicable;
2. **Prepare a Legal Notice** of meeting to include project location, purpose and need, planned construction, state if additional right of way or easements will be needed to construction the project, additional impacts and construction schedule
3. **Public Notice Publication**, verify local newspaper distribution schedule and critical dates and submittal information related to legal advertisements. **Client** will place advertising for the public notice in one local (Nebraska Press Association (NPA) certified paper at least 15 days prior to event with two affidavits of publication.
4. **Postal Outreach**, Prepare and distribute invitations to property owners directly adjacent to the project and other project stakeholders from a list provided by the Client, anticipate 12 invitations sent through the U.S. Postal Service.
5. **4f Informational Poster**, 2 posters showing publicly owned park and recreation areas that are open to the general public, publicly owned wildlife and waterfowl refuges, and public or privately owned historic sites. The term historic sites include prehistoric and historic districts, sites, buildings, structures or objects listed in, or eligible for, the National Register of Historic Places, if applicable;
6. **Prepare aerials** with proposed alternatives and potential impacts;
7. **Posters**, anticipate 2 other informational posters, note types of posters.

8. **Develop Advertising** for public meetings assisting LPS update information on City ~~___ radio ads, ___~~ website.
9. **Provided Translators** for public information meeting and for public meeting anticipate 0 documents (if needed).
10. **Prepare a Fact Sheet** suitable for a mailer or handout at the PIM; The Fact Sheet will be similar to the legal notice and include the project location, purpose and need, scope of work, traffic volumes, construction schedule, accommodations of traffic, ROW, potential impacts, additional costs, location map/detour map and appropriate logos (FHWA, NDOT, Client's logo, Preliminary Plan Stamp – NO consultant logos / branding);
11. **Prepare for and Attend the Public Meeting** meet approximately 15 minutes before the actual public meeting for the project team to review key facts/information and to go over any potential issues and to provide suggestions on how to approach questions and/or conflicts.
12. **Prepare a matrix** summarizing general comments and concerns from the public meeting and written comments. The client will identify those comments which warrant a response. The Consultant will prepare 1 draft responses and revise them as needed based on the Clients review comments. The approved responses will be mailed by U.S. Postal Service. The Consultant is to anticipate responses.
13. **Summary Memo**, the Summary Memo is summary of what done to involve and inform the public of the proposed improvements and to solicit the public's comments and concerns.
14. **Public Involvement Report**, (which will include a summary of the outreach performed [tools used, information about the distribution list, legal notice publication dates, specified comment period date, etc.], a table of summarized comment/responses, and attachments that consist of what the public received in their project information packet, the comments received, and the final signed responses to the comments. The public involvement report/summary memo and attachments shall be attached to the CE. [Additional deliverables shall be inserted for various levels of public outreach.]
15. **Public Information Packet**. Consultant will assist the Client in the development of a Public Information Packet, as described by NDOT's PI Reports outline. Consultant will:
- Prepare Cover Letter
 - Develop Comment Form
 - Include the **Legal Notice**

- Include the **Fact Sheet** in the packet

16. Packet Distribution. Consultant will coordinate the mailing of the Public Information Packet, using a distribution list provided by the Client. The **Client** will coordinate hand delivery of packets to the businesses and property owners adjacent to the project

17. MEETINGS

Meetings anticipate;

___6_ Project status meeting(s)

___1_ Public meeting

___1_ Comment review meeting(s)

___2_ One on one meeting(s)

___2_ Agency meeting(s)

Other. (Additional project specific tasks may be added here).

DIRECT COST ITEMS

- Venue;
- Nametags, Sign-In Sheets, comment forms.
- Informational posters

DELIVERABLES:

1. Project Schedule
2. Monthly Invoices and Progress Reports
3. Meeting Minutes
4. Public Information Meeting Documents and Maps
5. Public Involvement Summary Memo of entire public involvement process, public comments and responses to written comments
6. Public Involvement Report
7. Stakeholder letters addressing Comments

WATERLINE/SANITARY SEWER RELOCATION/RECONSTRUCTION

The Consultant shall identify existing water mains or sanitary sewers that are in conflict with project improvements. Project improvements are to be designed around existing water mains and sanitary sewer lines; however, in some situations relocating the water main or sanitary line will produce an improved engineering design. Engineering judgment shall be used to determine when to relocate a public utility. This task involves minor reconstruction or relocation involving a public utility due to a roadway improvement and not a project initiated by the utility. Sometimes it is beneficial for municipalities (LPAs) to upgrade existing facilities concurrently with a transportation construction project. Federal aid Highway Transportation funds may not be used for

betterments to water or wastewater systems. Only portions of the system directly impacted by improvements to the roadway may receive Federal-aid Highway Transportation funds. The pay items for improvements to the water and wastewater systems will need to be separated out from the pay items for which Federal participation is allowed.

Consultant shall investigate the condition of the existing sanitary lines passing under 84th Street near the south end of the proposed retaining wall and embankment. A technical memo will be developed documenting the pipe condition and any potential impacts the construction may have on the existing pipes. Any effort for potential reconstruction or relocation will be handled through a supplemental agreement.

Geotechnical

Geotechnical Investigations Consultant will provide geotechnical investigations of the subgrade on areas to be surfaced; roadways, parking lots, trails with borings every 500 feet unless otherwise directed by the engineer and prepare the pavement determination.

1. Data Research

Based upon current site topography, the site grading is expected to be ~~minor~~-major, with cuts and fills sloped at 3H:1V or ~~flatter~~-steeper. Soil retaining walls are expected to be necessary due to roadway widening within a confined right of way. Borings will be taken, expect _11 additional_____ soil ~~test(s)~~ with borings for the project. The fee associated with these borings assumes the project site is a busy multi lane street for 6 borings that is easily accessible for truck-mounted drilling equipment but dangerous due to high levels of traffic, and and the other five borings will require rights of access ~~can~~ to be obtained from adjacent owners near the toe of the existing street embankment. These test borings will be in accordance with schedules located in the most recent NDOT Geotechnical Policy and Procedures Manual. The field exploration program consists of the following:

Number of Borings	Boring Depth (feet)	Planned Location
B-4	100 + 10' Rock Core	Bridge, Additional data required
B-5	120 + 10' Rock Core	Bridge, Additional data required
B-6	15	Roadway, north end taper
B-7	40	Roadway, slope stability, wall design
B-8	25	Roadway, slope stability, wall design
B-9	30	Slope Toe, slope stability, wall design
B-10	50	Slope Toe, slope stability, wall design
B-11	45	Slope Toe, slope stability, wall design
B-12	30	Slope Toe, slope stability, wall design
B-13	45	Roadway, slope stability, wall design
B-14	15	Roadway, south end taper

2. Geotechnical Report

The Consultant shall prepare and submit a geotechnical report to the LAD PC for routing and for review.

- i) The geotechnical engineering report shall include, as applicable, the following field and laboratory information:
 - (1) Discussion of geotechnical analysis
 - (2) Geotechnical recommendations
 - (a) for use in designing retaining walls, bridges, slopes, embankments, and pavements for the project
 - (3) Boring Logs
 - (4) Density and moisture content of undisturbed samples
 - (5) Unconfined compressive test, triaxial test, ~~direct shear test~~, and consolidation test reports
 - (6) Soil classification data
 - (7) Other information as requested by NDOT
 - (8) Settlement impacts to utilities near all proposed embankment work

Schedule

Project Timeline. The Consultant shall prepare a schedule for project milestone dates and the schedule will be updated upon Notice to Proceed as well as quarterly or if dates change. The consultant will show old dates with the updated schedule dates. The document will include the project name, the project number, project control number consultant firm name, project manager and date.

Notice to Proceed for PE	TBD
Submit Plan in Hand Plans with LOC's and existing ROW	10/05/2023
Start NEPA (Consultant)	07/01/2023
Submit Post Plan in Hand Plans	11/05/2023
Complete NEPA (Consultant)	11/01/2024
Submit Draft PS&E plans	11/29/2024
PS&E Turn in	04/16/2025
Let Project	08/28/2025

Nebraska Department of Transportation - Local Assistance
Division Plans Assembly (Current as of July 2021)

Sheet Number & Order	Plan Sheet (As Required)	Created By	Sheet Description <small>*See NDOT Roadway Design Manual</small>	Sheets Required for Plan Sets				
				DEH	Functional	Prelim PS&E	PS&E	
A	Title Sheet	Consultant/PDU	See Section 4.A	X	X	X	X	
B	Typical Cross-Sections	Consultant	See Section 4.B	X	X	X	X	
C	Summary of Quantities	PDU	See Section 4.C					X
D_	Summary of Soil and Materials Survey Information	Consultant	See Section 4.D					X
E_	Environmental or Aerial Sheets Including Wetlands (when applicable)	Consultant	See Section 4.E	X	X	X	X	
F	Horizontal Alignment and Control Points	Consultant	See Section 4.F	X	X	X	X	
G	General Information Sheets	Consultant	See Section 4.G	X	X	X	X	
H_	Phasing Plans	Consultant	See Section 4.H	X	X	X	X	
J1 Thru J_	Large Scale Plans:	Consultant	See Section 4.I					
J_	Geometrics and Grades	Consultant	See Section 4.I	X	X	X	X	
J_	Drainage	Consultant	See Section 4.I	X	X	X	X	
J_	Construction & Removal (on separate sheets if necessary)	Consultant	See Section 4.I	X	X	X	X	
J_	Erosion & Sediment Control w/ Wetland Areas	Consultant	See Section 4.I	X	X	X	X	
K	Utility Rehabilitation (project by project basis)	Consultant	See Section 4.J					
L	Plan and Profile or Plan Over Plan Sheets	Consultant	See Section 4.K	X	X	X	X	
M1	Traffic Control Plans	Consultant	See Section 4.L		X	X	X	
M	Temporary Pavement Marking Plan	Consultant	See Section 4.L			X	X	
M	Signing Plans	Consultant	See Section 4.L			X	X	
N_	Roadway Lighting Plans	Consultant	See Section 4.M	X	X	X	X	
O_	Intelligent Transportation Project Plans	Consultant/	See Section 4.N and Chapter Fourteen: Traffic, Section 5					X
P_	Landscaping	Consultant	See Section 4.O			X	X	
Q_	Earthwork Data Sheets	Consultant	See Section 4.P		X	X	X	
R	Drainage Structure Cross-Section Sheets	Consultant	See Section 4.Q	X	X	X	X	
S_	Bridge Plans (Bridge, Approach Slab, Paving Section)	Consultant	See Section 4.R	X	X	X	X	
T	Special Plans from Bridge (CBC, etc.)	Consultant	See Section 2.C			X	X	
U_	Special Plans from Roadway (Area Inlets, Guardrail etc.)	Consultant/ PDU	See Sections 2.B & 2.C			X	X	
V	Other Plans as Needed		See Section 2.C					
W1 Thru W_	Right-of-Way Plans	Consultant	See Sect. 4.S and Chap. Fifteen: <u>Right-of-Way</u>					
	Ownership	Consultant	Chap. Fifteen, Sect. 2.B	X	X			
	Appraisal	Consultant	Chap. Fifteen, Sect. 2.D		X	X		
	PS&E Turn-In	Consultant	Chap. Fifteen, Sect. 2.F					X
X1 Thru X_	Roadway Cross-Sections	Consultant	See Section 4.P	X	X	X	X	
Std. Plans	Standard Plans	Consultant PDU	See Section 2.A					X

Staffing Plan (CPFF)

Preliminary & Final Design

Project Name:

84th St. Trail, Giles to Harrison, La Vista

Consultant:

Design Workshop

Consultant PM:

Robb Berg, 720-907-9360, rberg@designworkshop.com

LPA RC:

Pat Dowse, 402-331-8927, pdowse@cityoflavista.org

NDOT PC:

Example: Jane Smith, 402-479-0001, jane.smith@nebraska.gov

Date:

Project Number:

DPS-77(67)

Control Number:

22885

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

#	Code	Classification	#	Code	Classification
1	PR	Principal	6	ENV	Environmental Scientist
2	PM	Project Manager	7	RLS	Registered Land Surveyor
3	PLA	Project Landscape Architect	8	SPC	Survey Party Chief
4	ENG	Engineer	9	SUR	Surveyor I
5	SDES	Sr. Designer/Technician	10	ADM	Administrative

Overhead Rate ^[1]
198.74%
Fee for Profit Rate ^[2]
14.30%
FCCM (if applicable)
0.30%

Blended Rates Table

Template: T-WB-B-2 LPA PE (rev 10-23-2019) CPFF

Employee Name	Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
Principal			
<div>Robb Berg</div>	<div>Principal, Landscape Architect</div>	<div>\$120.19</div>	<div>100%</div>
<div></div>			
Blended Rate:		\$120.19	
Project Manager			
<div>Kim Case</div>	<div>Associate, Landscape Architect</div>	<div>\$38.46</div>	<div>100%</div>
<div></div>			
Blended Rate:		\$38.46	
Project Landscape Architect			
<div>Samata Gyawali</div>	<div>Landscape Designer</div>	<div>\$29.81</div>	<div>80%</div>
<div>Kelsey Jones</div>	<div>Landscape Designer</div>	<div>\$29.81</div>	<div>20%</div>
<div></div>			
Blended Rate:		\$29.81	
Engineer			
<div></div>			
<div></div>			
Blended Rate:			
Sr. Designer/Technician			
<div></div>			
<div></div>			
Blended Rate:			
Environmental Scientist			
<div></div>			
<div></div>			
Blended Rate:			
Registered Land Surveyor			
<div></div>			
<div></div>			
Blended Rate:			
Survey Party Chief			
<div></div>			
Blended Rate:			
Surveyor I			
<div></div>			
<div></div>			
Blended Rate:			
Administrative			
<div></div>			
<div></div>			
<div></div>			
Blended Rate:			

Consultant's Estimate of Hours

Preliminary & Final Design

Project Name:

84th St. Trail, Giles to Harrison, La Vista

Project Number:

DPS-77(67)

Consultant:

Design Workshop

Control Number:

22885

Consultant PM:

Robb Berg, 720-907-9360, rberg@designworkshop.com

NDOT PC:

Date:

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	PLA	ENG	SDES	ENV	RLS	SPC	SUR	ADM	Total
I. Project Management	36	144	40								220
1. Project Management	12	100									112
2. Project Description / Purpose and Need / Project Details		12	16								28
3. Quality Assurance / Quality Control	24	32	24								80
II. Meetings	4	32	40								76
1. Plan-In-Hand Meeting	2	8	16								26
2. LPA/NDOT Coordination Meetings		12	12								24
3. Meetings with Utilities		4	4								8
4. Public Information Meetings	2	8	8								18
III. Survey											
1. Update Field Survey											
2. Digital Terrain Model											
3. Base Map Preparation											
4. Horizontal and Vertical Control											
5. Section / Property Corners											
6. Existing Utilities											
7. Note Reduction / Preliminary Plotting											
8. PIH Staking the Right of Way											
IV. Final Roadway Design (PIH)	10	40	120								170
1. Data Collection and Review											
2. Roadway Horizontal Alignment											
3. Roadway Vertical Alignment											
4. Template Roadway Cross sections											
5. Limits of Construction											
6. Earthwork											
7. Roadway Geometric Design											
8. Storm Sewer and Drainage											
9. Roadway and Driveway Culverts											
10. Construction and Removal											
11. Utility Coordination/Verification											
12. Construction Phasing/Detour Route/Temp Roads											
13. Erosion Control											
14. Quantities/Estimates											
15. Typical Sections											
16. Update Trail Layout	2	20	60								82
17. Update Landscape Architecture	8	20	60								88
18. E Sheets											
19. Guardrail											
20. Electrical											
21. Floodplain Permitting Identification											
22. Floodplain Permit											
23. Plan-In-Hand Report											
24. Working Day Calculations											
25. Pavement Determination											
V. Post Plan in Hand Plans		4	24								28
1. Post Plan in Hand Plans		2	16								18
2. Plan Submittal		2	8								10
VI. Draft PS&E Plan Review											

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	PLA	ENG	SDES	ENV	RLS	SPC	SUR	ADM	Total
1. Incorporate comments											
2. Draft PS&E Plan Submittal											
VII. Final PS&E Submittal/Blue Line Corrections											
1. Final PS&E Submittal											
2. Address comments or questions											
3. Electronic CADD files											
4. Printing											
5. SWPPP											
6. Letting Task											
VIII. Right of Way Design											
1. Existing Right-of-Way Base											
2. Proposed Right-of-Way											
3. Right-of-Way Plan Sheets											
4. Title Research											
IX. Bridge Design Services											
1. Design Data Sheets and TS&L											
2. Final Bridge Design											
3. Final Bridge Plans											
4. Load Rating Services											
5. Review Shop Drawings											
6. Construction Consultation											
7. Girder Shim Calculations											
X. Environmental Coordination											
1. Review of NEPA documents and commitments											
2. NEPA exhibits											
3. Preliminary Waterway Permit Data Sheet											
4. Wetlands Impacts											
5. Permits											
XI. Public Involvement	1	6	4								11
1. Public Information Meetings	1	6	4								11
XII. Water & SS Reconst / Geotechnical											
1. Waterline/Sanitary Sewer Relocation/Reconstruction											
2. Geotechnical - Data Research											
3. Geotechnical Report											
Total Days	6.38	28.3	28.5								63
Total Hours	51	226	228								505.0

Direct Expenses

Preliminary & Final Design

Project Name:

84th St. Trail, Giles to Harrison, La Vista

Project Number:

DPS-77(67)

Consultant:

Design Workshop

Control Number:

22885

Date:

Subconsultants:			Amount
The Schemmer Associates, Inc.			\$492,540.25
Subtotal			\$492,540.25
Printing and Reproduction:	Qty	Unit Cost	Amount
Subtotal			
Mileage/Travel:	Qty	Unit Cost	Amount
Mileage/Travel:		\$0.655	
Meetings/Site Visits	4	\$450.000	\$1,800.00
Subtotal			\$1,800.00
Lodging/Meals:	Qty	Unit Cost	Amount
Motel - Standard Rate \$96+tax		\$113.00	
Motel - Omaha/Douglas Co. \$110+tax	8	\$126.00	\$1,008.00
Meals & Incidentals (GSA Standard Rate, full days)	8	\$55.00	\$440.00
Meals & Incidentals (GSA Standard Rate, first and last days)		\$41.25	
Meals & Incidentals (GSA Std Rate, full days, Omaha/Douglas Co.)		\$61.00	
Subtotal			\$1,448.00
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Subtotal			
TOTAL DIRECT EXPENSES			\$495,788.25

Notes & Assumptions

Preliminary & Final Design

Project Name: 84th St. Trail, Giles to Harrison, La Vista

Consultant: Design Workshop

Date: _____

Project Number: DPS-77(67)

Control Number: 22885

[illegible]

Project Cost & Breakdown

Preliminary & Final Design

Project Name:

84th St. Trail, Giles to Harrison, La Vista

Project Number:

DPS-77(67)

Consultant:

Design Workshop

Control Number:

22885

Consultant PM:

Robb Berg, 720-907-9360, rberg@designworkshop.com

NDOT PC:

Date:

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal	51	\$120.19	\$6,129.69
Project Manager	226	\$38.46	\$8,691.96
Project Landscape Architect	228	\$29.81	\$6,796.68
Engineer			
Sr. Designer/Technician			
Environmental Scientist			
Registered Land Surveyor			
Survey Party Chief			
Surveyor I			
Administrative			
505		Subtotal	\$21,618.33

DIRECT EXPENSES	Amount
Subconsultants:	\$492,540.25
Printing And Reproduction:	
Mileage/Travel:	\$1,800.00
Lodging/Meals:	\$1,448.00
Other Miscellaneous Costs:	
Subtotal	\$495,788.25

TOTAL PROJECT COSTS		Amount
Direct Labor Costs		\$21,618.33
Labor Cost Escalation Factor for Multi-year Projects (if allowed): Y 2.0 years @ 5.0% / year = 2.50%		\$540.46
Overhead @ 198.74%		\$44,038.38
Facility Capital Cost of Money (FCCM) @ 0.300% (labor costs x FCCM%)		\$66.48
Direct Expenses		\$495,788.25
Fee for Profit Rate @ 14.30%		\$9,466.20
TOTAL COST		\$571,518.10

Staffing Plan (CPFF)

Preliminary & Final Design

Project Name:

84th St. Trail, Giles to Harrison, La Vista

Consultant:

The Schemmer Associates, Inc.

Consultant PM:

Darin Brown, 402-331-6348, dbrown@schemmer.com

LPA RC:

Pat Dowse, 402-331-8927, pdowse@cityoflavista.org

NDOT PC:

Example: Jane Smith, 402-479-0001, jane.smith@nebraska.gov

Date:

Project Number:

DPS-77(67)

Control Number:

22885

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

#	Code	Classification	#	Code	Classification
1	PR	Principal	6	ENV	Environmental Scientist
2	PM	Project Manager	7	RLS	Registered Land Surveyor
3	SENG	Sr. Engineer	8	SPC	Survey Party Chief
4	ENG	Engineer	9	SUR	Surveyor I
5	SDES	Sr. Designer/Technician	10	ADM	Administrative

Overhead Rate ^[1]
177.10%
Fee for Profit Rate ^[2]
12.40%
FCCM (if applicable)
0.30%

BLENDING RATES TABLE

Template: T-WB-B-2 LPA PE (rev 10-23-2019) CPFF

Employee Name	Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
Principal			
Doug Holle, PE		\$88.00	100%
Blended Rate:		\$88.00	
Project Manager			
Darin Brown, PE	Bridge Manager	\$65.25	70%
Matt Sutton, PE	Civil Manager	\$72.26	15%
Shane Swope, PE	Transportation Manager	\$72.26	15%
Blended Rate:		\$67.35	
Sr. Engineer			
Matt Rasmussen, PE	Structural Engineer	\$53.46	25%
Adam Sleeper, PE	DOT Transportation Team Leader	\$61.09	20%
Alex Roth, PE	Hydraulic Engineer	\$51.95	20%
Jonathan Fant, PE	Electrical Engineer	\$74.55	5%
Tyler Lerdahl	Transportation Engineer	\$50.50	15%
Loras Klostermann	Geotechnical Engineer	\$62.96	15%
Blended Rate:		\$56.72	
Engineer			
Ian Plummer, PE	Bridge Engineer	\$42.00	30%
Nessida Belemkoabka	Transportation Engineer EI	\$37.50	20%
Efrain Quintanilla	Tranportation Designer	\$50.50	30%
Charly Huddleston	QC Engineer	\$44.00	10%
Doug Burchett	Engineering CADD Manager	\$45.00	10%
Blended Rate:		\$44.15	
Sr. Designer/Technician			
Gavin Acker	Structural CADD Technician	\$24.00	60%
Leslie Steel	Manager of Testing & Materials	\$48.00	20%
Robert McClenahan	Lab Manager	\$40.00	20%
Blended Rate:		\$32.00	
Registered Land Surveyor			
Tony Bruckner	Registered Land Surveyor	\$46.20	100%
Blended Rate:		\$46.20	
Survey Party Chief			
Ray Flock	Crew Chief	\$35.00	100%
Blended Rate:		\$35.00	
Surveyor I			
Andrew Potter	Instrument Man	\$24.00	50%
Scot Gerwitz	Survey CADD Technician	\$29.00	50%
Blended Rate:		\$26.50	
Administrative			
Karen Keith	Admin	\$24.00	100%
Blended Rate:		\$24.00	

Consultant's Estimate of Hours

Preliminary & Final Design

Project Name: 84th St. Trail, Giles to Harrison, La Vista

Consultant: The Schemmer Associates, Inc.

Consultant PM: Darin Brown, 402-331-6348, dbrown@schemmer.com

NDOT PC:

Date:

Project Number: DPS-77(67)

Control Number: 22885

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	SENG	ENG	SDES	ENV	RLS	SPC	SUR	ADM	Total
I. Project Management	20	165	51	52						12	300
1. Project Management	20	85								12	117
2. Project Description / Purpose and Need / Project Details		28	16								44
3. Quality Assurance / Quality Control		52	35	52							139
II. Meetings	2	38	46	32							118
1. Plan-In-Hand Meeting		8	16	12							36
2. LPA/NDOT Coordination Meetings		18	18								36
3. Meetings with Utilities		4	4	4							12
4. Public Information Meetings	2	8	8	16							34
III. Survey			16	16			28	155	155		370
1. Update Field Survey			2					37	37		76
2. Digital Terrain Model							10				10
3. Base Map Preparation			1	8			8				17
4. Horizontal and Vertical Control							2	9	9		20
5. Section / Property Corners			2				8	42	42		94
6. Existing Utilities			10	8				30	30		78
7. Note Reduction / Preliminary Plotting											
8. PIH Staking the Right of Way			1					37	37		75
IV. Final Roadway Design (PIH)		34	334	370							738
1. Data Collection and Review			3	12							15
2. Roadway Horizontal Alignment		1	1	12							14
3. Roadway Vertical Alignment		1	1	8							10
4. Template Roadway Cross sections		2	16	32							50
5. Limits of Construction			2	12							14
6. Earthwork		1	4	16							21
7. Roadway Geometric Design		1	2								3
8. Storm Sewer and Drainage (incl channel drop)		1	90	16							107
9. Roadway and Driveway Culverts											
10. Construction and Removal		2	10	32							44
11. Utility Coordination/Verification		4	6								10
12. Construction Phasing/Detour Route/Temp Roads		2	8	40							50
13. Erosion Control		1	8	16							25
14. Quantities/Estimates		2	50	50							102
15. Typical Sections		1	2	6							9
16. Update Trail Layout		1	8	16							25
17. Coordinate Landscape Architecture		1	16	16							33
18. E Sheets		1	4	8							13
19. Guardrail		1	8	20							29
20. Electrical		2	55	30							87
21. Floodplain Permitting Identification		2	8	8							18
22. Floodplain Permit		2	12	8							22
23. Plan-In-Hand Report		2	8	8							18
24. Working Day Calculations		1	4	4							9
25. Pavement Determination		2	8								10
V. Post Plan in Hand Plans		4	22	48							74
1. Post Plan in Hand Plans		2	16	40							58
2. Plan Submittal		2	6	8							16
VI. Draft PS&E Plan Review		4	20	50							74

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	SENG	ENG	SDES	ENV	RLS	SPC	SUR	ADM	Total
1. Incorporate comments		2	8	32							42
2. Draft PS&E Plan Submittal		2	12	18							32
VII. Final PS&E Submittal/Blue Line Corrections		9	23	117						2	151
1. Final PS&E Submittal		2	8	32							42
2. Address comments or questions		2	6	36							44
3. Electronic CADD files		2		24							26
4. Printing				4						2	6
5. SWPPP		1	4	10							15
6. Letting Task		2	5	11							18
VIII. Right of Way Design		1		24	10						35
1. Existing Right-of-Way Base											
2. Proposed Right-of-Way		1		12							13
3. Right-of-Way Plan Sheets				12	10						22
4. Title Research											
IX. Bridge Design Services		2	218	267	360						847
1. Design Data Sheets and TS&L			20	28	55						103
2. Final Bridge Design			122	166	195						483
3. Final Bridge Plans			30	55	110						195
4. Load Rating Services			8	6							14
5. <i>Review Shop Drawings</i>		2	16	8							26
6. <i>Construction Consultation</i>			20								20
7. <i>Girder Shim Calculations</i>			2	4							6
X. Environmental Coordination		10	32	24						2	68
1. Review of NEPA documents and commitments		4	8								12
2. NEPA exhibits		2		24						2	28
3. Preliminary Waterway Permit Data Sheet		2	12								14
4. Wetlands Impacts			4								4
5. Permits		2	8								10
XI. Public Involvement	1	6	4							6	17
1. Public Information Meetings	1	6	4							6	17
XII. Water & SS Reconst / Geotechnical		1	186	58	74					10	329
1. Waterline/Sanitary Sewer Relocation/Reconstruction		1	16	16	6						39
2. Geotechnical - Data Research			10	8	10						28
3. Geotechnical Report			160	34	58					10	262
Total Days	2.88	34.3	119	132	55.5		3.5	19.4	19	4	390
Total Hours	23	274	952	1058	444		28	155	155	32	3,121.0

Direct Expenses

Preliminary & Final Design

Project Name:

84th St. Trail, Giles to Harrison, La Vista

Consultant:

The Schemmer Associates, Inc.

Date:

Project Number:

DPS-77(67)

Control Number:

22885

Subconsultants:			Amount
O'Malley Drilling Inc.			\$22,000.00
Subtotal			\$22,000.00
Printing and Reproduction:	Qty	Unit Cost	Amount
Subtotal			
Mileage/Travel:	Qty	Unit Cost	Amount
Mileage/Travel:			
Geotechnical:	340	\$0.655	\$222.70
Survey	432	\$0.655	\$282.96
Meetings/Site Visits	500	\$0.655	\$327.50
Subtotal			\$833.16
Lodging/Meals:	Qty	Unit Cost	Amount
Motel - Standard Rate \$96+tax		\$113.00	
Motel - Omaha/Douglas Co. \$110+tax		\$126.00	
Meals & Incidentals (GSA Standard Rate, full days)		\$55.00	
Meals & Incidentals (GSA Standard Rate, first and last days)		\$41.25	
Meals & Incidentals (GSA Std Rate, full days, Omaha/Douglas Co.)		\$61.00	
Subtotal			
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Subtotal			
TOTAL DIRECT EXPENSES			\$22,833.16

Notes & Assumptions

Preliminary & Final Design

Project Name: 84th St. Trail, Giles to Harrison, La Vista

Project Number: DPS-77(67)

Consultant:	The Schemmer Associates, Inc.	Control Number:	22885
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Date: _____

Notes & Assumptions

Project Cost & Breakdown

Preliminary & Final Design

Project Name:

84th St. Trail, Giles to Harrison, La Vista

Consultant:

The Schemmer Associates, Inc.

Consultant PM:

Darin Brown, 402-331-6348, dbrown@schemmer.com

NDOT PC:

Date:

Project Number:

DPS-77(67)

Control Number:

22885

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal	23	\$88.00	\$2,024.00
Project Manager	274	\$67.35	\$18,453.90
Sr. Engineer	952	\$56.72	\$53,997.44
Engineer	1058	\$44.15	\$46,710.70
Sr. Designer/Technician	444	\$32.00	\$14,208.00
Environmental Scientist			
Registered Land Surveyor	28	\$46.20	\$1,293.60
Survey Party Chief	155	\$35.00	\$5,425.00
Surveyor I	155	\$26.50	\$4,107.50
Administrative	32	\$24.00	\$768.00
3121		Subtotal	\$146,988.14

DIRECT EXPENSES	Amount
Subconsultants:	\$22,000.00
Printing And Reproduction:	
Mileage/Travel:	\$833.16
Lodging/Meals:	
Other Miscellaneous Costs:	
Subtotal	\$22,833.16

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$146,988.14
Labor Cost Escalation Factor for Multi-year Projects (if allowed): Y 2.0 years @ 5.0% / year = 2.50%	\$3,674.70
Overhead @ 177.10%	\$266,823.90
Facility Capital Cost of Money (FCCM) @ 0.300% (labor costs x FCCM%)	\$451.99
Direct Expenses	\$22,833.16
Fee for Profit Rate @ 12.40%	\$51,768.36
TOTAL COST	\$492,540.25

1. PAYMENT METHOD

Payments under this Agreement will be made based on a Cost-Plus-Fixed-Fee for Profit (CPFF) payment method. Consultant will be paid for acceptable actual services performed in accordance with Section 4. ALLOWABLE COSTS, plus a fixed fee for profit in accordance with Section 6. FIXED FEE FOR PROFIT.

2. MAXIMUM AGREEMENT AMOUNTS

The following are the maximum payment amounts established under this Agreement for each category of cost. Consultant shall not be paid for any cost that exceeds these amounts without prior written approval from LPA, or State on LPA’s behalf. The “indirect costs and direct expenses” category may be adjusted to exceed the amount listed below; however, any adjustment will not increase the total agreement amount.

AMOUNT	CATEGORY
\$ 22,158.79	for actual direct labor costs
\$ 539,893.11	for indirect costs and direct expenses
\$ <u>9,466.20</u>	for a fixed fee for profit
\$ 571,518.10	total agreement amount

3. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS

Over-run: Consultant shall require all subconsultants to notify Consultant any time it has been determined that a subconsultant’s costs will exceed its fee estimate (over-run). Consultant must provide an acceptable justification for the over-run and obtain LPA, or State on LPA’s behalf, prior written approval before incurring any cost over-run expenses. If approved by LPA, or State on LPA’s behalf, a supplemental agreement will be prepared to either shift funds from Consultant to its subconsultant(s) or increase the contract maximum. Contract increases will be considered when additional scope of services are required.

Under-run: If the amount of any subconsultant’s cost is less than its fee estimate (under-run), Consultant understands that the amount of the under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless LPA, or State on LPA’s behalf, gives prior written approval and, if necessary, approval from Federal Highway Administration (FHWA). If Consultant wishes to shift the balance of subconsultant’s fee to Consultant, justification must be provided to LPA and State. Shifting of funds may be approved by LPA, or State on LPA’s behalf, with no increase to the fixed fee for profit unless additional scope of services is required by Consultant, and additional fee is necessary to complete the work under this Agreement.

4. ALLOWABLE COSTS

Allowable costs are direct labor costs, indirect costs, and direct non-labor costs as defined below which Consultant has incurred within 180 days before State has received Consultant’s invoice. Costs that Consultant incurred to correct mistakes or errors attributable to Consultant’s or Subconsultant’s own actions are not allowable costs, even if those costs would not exceed the amounts listed in Section 2. MAXIMUM AGREEMENT AMOUNTS.

- A. Direct Labor Costs are the costs Consultant pays its employees for the time they are working directly on the project and are calculated by multiplying the hourly rate of pay by the hours worked (in increments not less than one quarter hour).
- 1) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee’s regular hourly pay rate during regular (40) hours of work per pay week. If

overtime hours are worked on this project, State will only pay for employee's regular hourly pay rate. State will not pay the premium pay portion of the overtime hours. For salaried employees, the hourly earnings rate shall be the employee's actual hourly rate as recorded in the Consultant's accounting books of record, multiplied by the hours worked.

The Staffing Plan must identify by name all employees of the Consultant who are reasonably expected to provide Services under this Agreement. Reference Staffing Plan Section of this Agreement regarding changes in personnel.

- 2) **Time Reports:** All hours charged to the project must be documented on time distribution records. The records must clearly indicate the daily number of hours each employee worked on any project or activities for the entire pay period. **Time reports must provide the employee's name and position, dates of service, and a clear, identifying link to the projects, such as project description, project number, control number, and pertinent work phase.** Consultant must establish an adequate system of internal controls to ensure that time charged to projects are accurate and have appropriate supervisory approval.

- B. **Indirect Costs (Overhead and FCCM)** are the indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with Federal Acquisition Regulations [48 CFR 31 \(Contract Cost Principles and Procedures\)](#). Indirect costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable Indirect Cost Rates (ICR); or if the ICR is unknown or unavailable, Consultant will be allowed to use the most recent provisional ICR approved by State. Changes in the ICR that occur during the project period will not be cause for a change in the total agreement amount established in Section 2. MAXIMUM AGREEMENT AMOUNTS.

- C. **Direct Non-Labor Costs (Direct Expenses)** are all necessary, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices, unless otherwise specified below. Direct non-labor costs include, but are not limited to, the following:

Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA, or State on LPA's behalf ; Special insurance premiums if required solely for this Agreement; Subconsultant costs; Such other allowable items as approved by LPA, or State on LPA's behalf.

- 1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If, for reasons of practicality, Consultant does treat a direct non-labor cost category in its entirety as an overhead cost, then such costs are not eligible to be additionally billed as a direct expense to this project.
- 2) Costs for subconsultants may not exceed the amounts shown on the attached Consultant's Fee Proposal for each subconsultant unless agreed upon in writing by the Consultant and LPA, or State on LPA's behalf. Consultant shall require subconsultant costs to have the same level of documentation as required of Consultant. Consultant must review subconsultants' invoices and progress reports to ensure they are accurate, include only allowable costs, and have proper documentation before sending to State.

- 3) The following direct non-labor costs (direct expenses) will be reimbursed at actual costs, not to exceed the rates as shown below.
- (a) TRANSPORTATION – Automobile rentals, air fares, and taxi/shuttle transportation will be reimbursed at the actual, reasonable cost and, if discounts are applicable, the Consultant shall give LPA and State the benefit of all discounts. Itemized receipts must be submitted with invoices. A bank card receipt that displays only the total cost of the transportation expense is not sufficient documentation. Tips must be included in the total fare amount claimed on the travel log form. Tips for complimentary transportation are considered an incidental expense and cannot be claimed as a transportation-related expense.
 - (b) MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately-owned vehicle (POV), is limited to the lesser of:
 - (i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use; or
 - (ii) The prevailing standard rate as established by the IRS.
- NOTE: When Consultant is seeking only reimbursement for mileage, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following information: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense. State's Travel log form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- (c) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at <http://www.gsa.gov/portal/category/100120>. Consultant shall give LPA and State the benefit of all lodging discounts. Lodging receipts must be submitted with invoices.
- 4) Meal and incidental (M&I) expenses will be reimbursed on a per diem basis, not to exceed the rates as shown below. The incidental expenses portion of the per diem rate includes, but is not limited to, courtesy transportation related tips, such as hotel, park and ride, or airport shuttles; and fees and tips to porters, hotel employees, baggage carriers, and flight attendants. No receipts are required for M&I expenses.
- (a) The State per diem rate for the destination of travel is 70% of the applicable Federal GSA per diem rate. The State per diem breakdown amounts for breakfast, lunch, dinner, and incidental expenses are 70% of the Federal GSA per diem breakdown amounts.
 - (b) The State per diem rate shall be reduced by the State meal breakdown amount(s) for any meal provided by others. Examples include:

- (i) Meals included in a conference or event fee
 - (ii) Meals provided by lodging facility
 - (iii) Meals purchased by 3rd Party
 - (iv) Meals charged directly to and paid for by the State
- (c) MULTI-DAY TRAVEL – Travel that includes at least one overnight stay.
- (i) M&I reimbursement on the first and last day of travel will be reduced to 75% of the State per diem rate.
 - (ii) Except for a meal provided by others (see paragraph 4)(b) above), all meals may be claimed on the first and last day of travel irrespective of the start and stop times for those days.
- (d) SAME DAY TRAVEL – Travel that does not include an overnight stay.
- (i) Employee shall not claim reimbursement for a meal that was purchased within 20 miles of the city or town of the employee's residence or primary work location.
 - (ii) M&I reimbursement for same day travel will be reduced to 75% of the State per diem breakdown amounts.
 - (iii) The following criteria must be met for Consultant and its employees to be eligible for the M&I reimbursement on same day travel.
 - (1) Breakfast - Employee leaves for same day travel at or before 6:30 a.m. or 1-1/2 hours before the employee's shift begins, whichever is earlier, the breakfast rate may be claimed.
 - (2) Lunch – No reimbursement is allowed.
 - (3) Dinner/Supper – Employee returns from same day travel or work location at or after 7:00 p.m., or 2 hours after the employee's shift ends, whichever is later, the evening meal rate may be claimed.
 - (4) Incidental Expenses – No reimbursement is allowed unless the employee is also approved for breakfast or dinner meal expenses.
 - (5) The time limitations set forth above do not include the time taken for the meal.
 - (iv) EXCEPTION to same-day travel meal reimbursement for Construction Engineering (CE) Services Agreements – For CE Services Agreements, Consultant will not be eligible for reimbursement for meals related to same-day travel.
- 5) EXTENDED STAY/LONG TERM TRAVEL
- No extended stay arrangements, such as apartments or weekly/monthly meal reimbursement rates, have been approved.

5. INELIGIBLE COSTS

State will not pay for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE Section of this Agreement, unless approved in writing by LPA, or State on LPA's behalf. **Per Section 4. ALLOWABLE COSTS, State will not pay for costs incurred, but not submitted to State within 180 days of the date incurred. Travel costs are deemed to have been incurred on the day the travel occurs. Subconsultant costs are deemed to have been incurred on the day the Subconsultant actually incurs the cost, not the day the subconsultant invoices the cost to the Consultant.**

6. FIXED FEE FOR PROFIT

- A. The fixed fee for profit amount payable to Consultant is identified in Section 2. MAXIMUM AGREEMENT AMOUNTS. For each invoicing period, the Consultant may invoice State a portion of the fixed fee for profit equal to the sum of the actual direct labor costs and overhead (Indirect Costs, excluding FCCM if applicable) for the period, multiplied by the profit rate of 14.30%. Upon completion of the services outlined in this Agreement, the Consultant may invoice State any remaining fixed fee for profit not previously invoiced. If all of the services under this Agreement are not completed for any reason, LPA, or State on LPA's behalf may decrease the amount of fixed fee for profit based on LPA's and State's determination of the actual percentage of services completed.
- B. Subconsultants fixed fee for profit (if applicable): Consultant must apply the above provisions regarding fixed fee for profit to all Subconsultant contracts that utilize the cost-plus-fixed-fee (CPFF) payment method. If all of the services allocated to Subconsultant(s) under this agreement are not completed for any reason, the fixed fee for profit paid to Subconsultant(s) must be reduced based on the LPA's and State's determination, or Consultant's determination with LPA's and State's concurrence, of the actual percentage of services completed by the Subconsultant.

7. INVOICES AND PROGRESS REPORTS

- A. Consultant shall promptly submit invoices to State based on Consultant's billing period but shall not submit more than one invoice per month. Invoices must include all allowable costs, and when applicable, the associated Fee for Profit, for services provided during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including subconsultant costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 180 days prior to State's receipt of the invoice. Accordingly, State retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.
- B. In the event Consultant has incurred otherwise allowable costs, and such costs would exceed the maximum direct labor costs or total agreement amount listed in Section 2. MAXIMUM AGREEMENT AMOUNTS, Consultant shall list such costs on the invoice, but they must be subtracted from the total invoice amount submitted to State for payment.
- C. Content of Invoice Package (Presented in this order)
 - 1) Consultant's Invoice:
 - (a) The first page of an invoice must identify the company's name and address, invoice number, invoice date, invoicing period (beginning and ending dates of services), and agreement or task order number.
 - (b) The invoice and, when applicable, accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the actual labor cost for each employee.
 - (c) Direct non-labor expenses:

- (i) Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed along with supporting receipts or invoices.
- (ii) Travel-related expenses must be summarized and submitted on NDOT Form 163 (see paragraph 7.C.4) below). Supporting receipts (excluding meal receipts) must be submitted with NDOT Form 163 when invoicing for these expenses.
- (iii) All supporting receipts must be kept as required in Section 18.

CONSULTANT COST RECORD RETENTION.

- (d) Time Records, as outlined in paragraph 4.A.2).
 - (e) Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to submit and retain.
- 2) **Progress Report:** A Progress Report must accompany the invoice package documenting Consultant's work during the service period. If an invoice is not submitted monthly, then a Progress Report must be submitted at least quarterly via email to LPA and State's Project Coordinator. All Progress Reports must include, but are not limited to, the following:
- (a) A description of the Services completed for the service period to substantiate the invoiced amount.
 - (b) A description of the Services anticipated for the next service period
 - (c) A list of information Consultant needs from LPA, or State on LPA's behalf
 - (d) Percent of Services completed to date
- NOTE: LPA or State's Project Coordinator may request more specific information or detail be included in Progress Reports.
- 3) **Cost Breakdown Form:** Each invoice package must include a current and completed "Cost Breakdown Form" (NDOT Form 162). This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Utilizing the Cost Breakdown Form helps reduce errors in calculating previously billed amounts and limitations on eligible costs billed.
- 4) **Travel Log:** If an invoice contains any travel-related expenses, then a current and completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Upon pre-approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as the current NDOT Form 163. The Travel Log must document the employee's name, vehicle identification (if applicable), date/time of departure to the project, date/time of return to the headquarters town, locations traveled, and expenses for transportation, meals, and lodging.
- 5) **Mileage Log** (when applicable): When Consultant is seeking reimbursement for mileage only, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense.

- D. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's OnBase Invoice Workflow System for review, approval, and payment. The user guide for the OnBase Invoice Workflow system, along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.
- E. Notice of Public Record: Documents submitted to State and LPA, including invoices, supporting documentation, and other information are subject to disclosure by State and LPA pursuant to the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq. ACCORDINGLY, CONSULTANT SHALL REDACT OR NOT SUBMIT TO STATE AND LPA INFORMATION THAT IS CONFIDENTIAL, INCLUDING, BUT NOT LIMITED TO, FINANCIAL INFORMATION SUCH AS SOCIAL SECURITY NUMBERS, TAX ID NUMBERS, OR BANK ACCOUNT NUMBERS. Consultant understands that State and LPA do not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State or LPA for the disclosure of such information.

8. PAYMENTS

State, on LPA's behalf, will pay Consultant after receipt of Consultant's invoice and determination by LPA, or State on LPA's behalf, that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services, or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

9. PROMPT PAYMENT CLAUSE

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract for work, including all lower tier subcontracts. The "Prompt Payment Clause" will require progress payments to all subconsultants for all work completed, within twenty (20) calendar days after receipt of progress payments from the State for said work. If Consultant fails to carry out the requirements of the "Prompt Payment Clause" without just cause, it will be considered a material breach of this Agreement. In such situation, State may withhold any payment due to Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), terminate this Agreement, or any other such remedy as State deems appropriate. Consultant may withhold payment to a subcontractor only for just cause and must notify the State in writing of its intent to withhold payment before actually withholding payment. Consultant shall not withhold, delay, or postpone payment without first receiving written approval from the State.

10. SUSPENSION OF PAYMENTS

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed, or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until

all remedial action is completed by Consultant to the satisfaction of State, at Consultant's sole cost.

11. ANNUAL OVERHEAD ADJUSTMENT (TRUE-UP) INVOICES

- A. After State receives Consultant's latest Indirect Cost Rate (ICR) submittal and State establishes an approved ICR for Consultant, it is State's preference that Consultant submit a separate Overhead Adjustment Invoice that reconciles the indirect costs billed during the past fiscal year covered by the latest ICR submittal. If reconciling the indirect costs requires the Consultant to reimburse State for overpayment of indirect costs, Consultant may request reimbursement of additional allowable costs that have not been already reimbursed, provided that the costs were documented and subtracted out on previous invoices. In no circumstance may Consultant request reimbursement of any costs incurred that are not in accordance with Section 4. ALLOWABLE COSTS.
- B. When uploading this invoice to OnBase, append "(OH ADJ)" to the invoice number when populating the invoice number keyword in OnBase. More information regarding Overhead Adjustment Invoices is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- C. Consultant shall require Subconsultant(s) to submit Overhead Adjustment Invoices to Consultant consistent with this Section. Consultant must include such subconsultant overhead adjustment invoices when Consultant submits their own invoices to State.

12. FINAL INVOICE, FINAL OVERHEAD (TRUE-UP) INVOICE, AND PAYMENT

- A. Upon completion of the Services under this Agreement, Consultant shall submit their final invoice to include all labor, expenses, and, if applicable, may include the balance of Fee for Profit.
- B. Consultant, and, if applicable, its subconsultant(s), shall review the indirect costs billed to-date to determine if the indirect cost rates (overhead and FCCM) used on prior invoices match the actual indirect cost rates applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on an Overhead Adjustment Invoice (**separate from final costs incurred invoice**). Refer to Section 11. OVERHEAD ADJUSTMENT INVOICE. If a particular year's actual overhead has not yet been computed or approved by State, the most recently approved yearly rate should be applied. Consultant shall submit any final Overhead Adjustment Invoice within 180 days of completion of the work under this Agreement, and if such invoice is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant. More information regarding Overhead Adjustment Invoices is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- C. After receipt of final invoice and Overhead Adjustment Invoice and determination by LPA, or State on LPA's behalf, that the final invoice and Progress Report adequately substantiate the Services provided and that the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant. Acceptance of the final payment by Consultant will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

13. AGREEMENT CLOSE-OUT

Upon submitting its final invoice and, if required, a final Overhead Adjustment invoice, the Consultant must complete and submit to LPA, or State on LPA's behalf, a Notification of Completion Form (NDOT Form 39). The form is generated and submitted electronically through State's OnBase Invoice Workflow System. Instructions for generating and submitting the NDOT Form 39 are available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Consultant shall submit NDOT 39 Form within 180 days of completion of the work under this Agreement, and if such Form is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant.

14. FEDERAL COST PRINCIPLES

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process, outlined Section 4.4.3.5 DISPUTE RESOLUTION of the LPA Manual, shall be used by the parties. For performance of Services as specified in this Agreement, State will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations [48 CFR 31 \(Contract Cost Principles and Procedures\)](#).

15. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS

- A. LPA, or State on LPA's behalf, may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA, or State on LPA's behalf, decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:
- 1) A description of the out-of-scope services,
 - 2) An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,
 - 3) An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on LPA's behalf, LPA or State must determine that the situation meets the following criteria:
 - (a) The out-of-scope services are not within the original Scope of Services and additional work effort is required; and
 - (b) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered; and
 - (c) It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

B. Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the State, on LPA's behalf, may issue a written notice to proceed prior to completing the supplemental agreement (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

- 1) The Consultant Work Order (CWO) – NDOT Form 250 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

16. TERMINATION COST ADJUSTMENT

If the Agreement is terminated prior to project completion, State and LPA will compare the percentage of work actually completed by Consultant to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on LPA's behalf, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

17. AUDIT AND FINAL COST ADJUSTMENT

Upon LPA's and State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

18. CONSULTANT COST RECORD RETENTION

Consultant, and all its subconsultants or subcontractors, shall maintain originals or copies of any document required to be completed in this Agreement, that substantiate any expense incurred, or changes any legal obligations for three (3) years from the date of final cost settlement by FHWA and project closeout by the State.

Documents include, but are not limited to: written approvals; time reports; detailed receipts; invoices; transportation costs; mileage; lodging costs; all NDOT forms including NDOT cost breakdown form and NDOT travel form; books; papers; electronic mail; letters; accounting records; supplemental agreements; work change orders; or other evidence pertaining to any cost incurred.

Such materials will be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and copies of any document(s) will be furnished when requested.

A. Consultant agrees to:

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to the expected scope of the work under this Agreement,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

B. General Liability –

- (1) Limits of at least:
 - a. \$ 1,000,000 Per Occurrence
 - b. \$ 2,000,000 General Aggregate
 - c. \$ 2,000,000 Completed Operations Aggregate (if applicable)
 - d. \$ 1,000,000 Personal/Advertising Injury
- (2) Consultant shall be responsible for the payment of any deductibles.
- (3) Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- (4) General Aggregate to apply on a Per Project Basis.
- (5) LPA and the State of Nebraska, Department of Transportation ("State") shall be named as Additional Insureds on a primary and non-contributory basis.
- (6) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy.
- (7) Contractual liability coverage must be on a broad form basis and not be amended by any limiting endorsements.
- (8) If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- (9) In the event that this contract provides for consultant to construct, reconstruct or produce a completed structure, building, or facility, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five (5) years after final acceptance and payment.
- (10) Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")

C. Pollution Coverage –

- (1) In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1,000,000 per occurrence or claim, and \$1,000,000 aggregate.
- (2) If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of Consultant.

D. Automobile Liability –

EXHIBIT "D"
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDERS (LPA PROJECTS)

- (1) Limits of at least:
 - a. \$ 1,000,000 CSL Per Accident
- (2) Coverage shall apply to all Owned, Hired, and Non-Owned Autos.
- (3) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of Subrogation in favor of LPA and State, shall be added to the policy.

E. Workers' Compensation –

- (1) Limits: Statutory coverage for the state where the project is located.
- (2) Employer's Liability limits:
 - a. \$100,000 Each Accident
 - b. \$100,000 Disease – Per Person
 - c. \$500,000 Disease – Policy Limit
- (3) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy

F. Professional Liability –

- (1) Limits of at least:
 - a. \$ 1,000,000 Per Claim
 - b. \$ 1,000,000 Annual Aggregate
- (2) Coverage shall be provided for three years after work/project completion.

G. Electronic Data and Valuable Papers –

- (1) Limits of at least:
 - a. \$100,000 Electronic Data Processing Data and Media
 - b. \$25,000 Valuable Papers

H. Umbrella/Excess –

- (1) Limits of at least:
 - a. \$ 1,000,000 Per Occurrence
 - b. \$ 1,000,000 Annual Aggregate
- (2) Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- (3) LPA and State shall be "Additional Insureds".
- (4) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy.

I. Additional Requirements –

- (1) If any of the work is sublet, equivalent insurance shall be provided by or on behalf of the subconsultant or subconsultants (at any tier).
- (2) Any insurance policy shall be written by a reputable insurance company acceptable to State or with a current Best's Insurance Guide Rating of A – and Class VII or better and authorized to do business in Nebraska.
- (3) Prior to consultant beginning work on a project under this agreement, Consultant shall provide LPA and State evidence of such insurance coverage in effect in the form of an ACORD (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance must show the LPA and State as the certificate holders.
- (4) For so long as insurance coverage is required under this agreement, Consultant shall notify LPA and State when Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse or may be canceled or

EXHIBIT "D"
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDERS (LPA PROJECTS)

terminated. Consultant shall forward any pertinent notice of cancelation or termination to State at the address listed below by mail (return receipt requested), hand-delivery or facsimile transmission within two (2) business days of receipt by Consultant of any such notice from an insurance carrier.

Copies of notices received by Consultant shall be sent to LPA, in care of LPA's

Responsible Charge, and to State at the following address:

Nebraska Department of Transportation
Consultant Services– Insurance
1500 Nebraska Parkway, P. O. Box 94759
Lincoln, NE 68509-4759
NDOT.ConsultantInsurance@nebraska.gov

- (5) Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this Agreement.
- (6) The Limits of Coverage's set forth in this document are minimum limits of coverage. The limits of coverage shall not be construed to be a limitation of the liability on the part of Consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving Consultant, subconsultant, or tier subconsultant of any responsibility of liability under the Agreement.
- (7) If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement will prevail.

**RESOLUTION
PRELIMINARY ENGINEERING SERVICES AGREEMENT – BK2340**

CITY OF LA VISTA

Resolution No. _____

Whereas: City of La Vista is developing a transportation project.

Whereas: City of La Vista and Design Workshop wish to enter into a Professional Services Agreement to provide Preliminary Engineering Services for the transportation project.

Be It Resolved: by the City Council of La Vista, Nebraska that:

Douglas Kindig, Mayor of the City of La Vista, is hereby authorized to sign the attached Preliminary Engineering services between City of La Vista and Design Workshop.

City of La Vista is committed to providing local funds for the project as required by the Project Program Agreement and any Supplemental Project Agreements.

NDOT Project Number: DPS-77(67)

NDOT Control Number: 22885

NDOT Project Description: 84th St Trail, Giles to Harrison, La Vista

Adopted this _____ day of _____, 20____ at _____ Nebraska.

The City Council of La Vista, Nebraska:

_____	_____
_____	_____
_____	_____

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed, and billed as adopted

Attest:

City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 7, 2023 AGENDA**

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – ♦ LA VISTA MUNICIPAL SWIMMING POOL DEMOLITION	RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing a professional services agreement with Thompson, Dressen & Dorner (TD2), Omaha, Nebraska for services related to demolition of the existing La Vista Municipal Swimming Pool, inclusive of topographic survey, hazardous materials survey, as well as demolition plans and specifications in an amount not to exceed \$20,000.

FISCAL IMPACT

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

RECOMMENDATION

Approval

BACKGROUND

As the 84th Street Trail pedestrian underpass and Central Park West plans materialize over the next few years, the swimming pool will need to be demolished. The FY24 Budget identifies funds for the design of said demolition plans, to which completion of said demolition is anticipated in conjunction with the timing of other projects. Also included in this work is additional survey work in and around Kelly Fields and Thompson Creek in the vicinity to provide topographic survey data for future projects within Central Park West. By completing the additional survey now, the future project(s) will realize cost savings associated with mobilization and data processing as well as reduce future design lag times.

Thompson, Dressen and Dorner (TD2) submitted the attached proposal for review and execution. TD2 has the experience and capacity to complete this design, to which final plans are anticipated to be completed in late Winter/early Spring of 2024.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THOMPSON, DRESSEN & DORNER FOR SERVICES RELATED TO DEMOLITION OF THE EXISTING LA VISTA MUNICIPAL SWIMMING POOL IN AN AMOUNT NOT TO EXCEED \$20,000.00.

WHEREAS, the City Council of the City of La Vista has determined that services related to demolition of the existing La Vista Municipal Swimming Pool are necessary; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize the Mayor to execute a professional services agreement with Thompson, Dressen & Dorner for services related to demolition of the existing La Vista Municipal Swimming Pool in an amount not to exceed \$20,000.00.

PASSED AND APPROVED THIS 7TH DAY OF NOVEMBER 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Bueth, MMC
City Clerk

October 24, 2023

Mr. Pat Dowse, P.E.
City Engineer
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

Sent via Email: pdowse@cityoflavista.org

RE: Proposal for Civil Engineering Services
La Vista Municipal Pool Demolition
7529 S 85th Street
La Vista, NE 68128
TD2 No. 171-426.1

Mr. Dowse:

Thank you for the opportunity to offer our services on this project. Based on the discussions with you at the kickoff meeting on September 28, 2023, we have prepared the following proposal for your review and consideration. We are confident that with our experience and commitment, we will be able to provide you with the level of support and professional services that will be needed to deliver a successful and timely completion to the project. The following paragraphs outline the services we propose to provide:

LAND SURVEY SERVICES:

TD2 will prepare a topographic survey of the property (7529 S 85th Street) and the abutting portions of property to the north, south, and west. This will include Kelly Fields to the west, Thompson Creek to the north, and a portion of the 84th Street right of way to the east. The survey will show the following:

- a. We will identify the location of the above ground visible improvements such as buildings, sidewalks and parking areas, retaining walls and other similar items. We will measure spot elevations at appropriate locations to define the site topography and the drawing will show contours at one-foot intervals referenced to North American Vertical Datum of 1988.
- b. We will contact the Nebraska One Call System to locate underground utilities and show the utilities located on the survey, along with a list of the utility companies that responded. The Nebraska One Call System will not locate privately owned utilities.
- c. We will show the location and elevation of sanitary and storm sewers on or immediately adjacent to the surveyed area where the sewers are evident and use existing records to determine pipe sizes and locations when there is no evidence of the sewers on the surface of the ground.
- d. We will identify trees as being either deciduous or coniferous and measure the diameter of the trunk two feet above ground.

- e. We will show easements of record on the survey provided to us by the Owner. If easements are not provided, we encourage you to have a title certificate prepared to determine easements of record to avoid potential conflicts. We can assist with acquiring a title search upon request.

Proposed Survey Area Exhibit



For services described in Land Survey Services, we propose to work for a lump sum fee of **\$10,500.00**.

CIVIL ENGINEERING SERVICES:

1. Demolition Plan: Utilizing the available topographic survey data, we will design and prepare demolition plan sheets for use by the contractor in completing the demolition necessary to remove the existing La Vista Municipal Pool.

The specific services included with this item are as follows:

- a. Prepare a single Demolition Plan for the Owner to review and approve prior to proceeding with final design and demolition document preparation.
- b. Demolition plan will include removal of all structures (including footings), utilities (to be removed, abandoned, or capped as necessary), pavements, trees (including root balls), fencing, and other miscellaneous items.
- c. Demolition Plan will be in coordination with the Hazardous Materials Survey (by others) for the removal and disposal of potentially hazardous materials (see Hazardous Material Survey section below).

2. Design and Draft a Grading and Erosion Control Plan: Utilizing the available topographic survey data we will design and prepare plan sheets for use by the contractor in completing the grading necessary for the proposed site demolition. It is estimated that this project will not disturb more than one (1) acre, therefore; TD2's scope does not include the preparation of a Storm Water Pollution Prevention Plan (SWPPP), City of La Vista Grading Permit, or Papillion Creek Watershed Partnership (PCWP) Grading Permit. However, erosion control BMPs will be included within the design for the grading and erosion control plans.

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

- a. Prepare a single Preliminary Grading Plan for the City to review and approve prior to proceeding with final design and construction document preparation.
 - b. Design grading plan for proposed site demolition included in TD2's scope.
 - c. Design erosion and sediment control features for site.
 - d. Prepare grading plan with contours and/or spot elevations deemed necessary by TD2.
 - e. Prepare bid documents and contract documents.
3. Construction Administration (Civil/Site Only): TD2 will provide Construction Administration (CA) services related to the civil/site improvements designed by TD2. These services will include the review of shop drawing submittals and the review/response to Requests for Information (RFI) as outlined below:

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

- a. Review shop drawing submittals for items specifically related to the items designed and specified on TD2's construction drawings. Multiple re-submittals caused by insufficient, inaccurate, or otherwise unacceptable information will be billed on an hourly basis.
- b. Review and respond to Requests for Information (RFI) relating to our work from the contractor selected for the project. Excessive RFI submittals or contractor requests for plan changes and/or alternatives will be billed on an hourly basis.
- c. Review payment applications submitted by the contractor and prepare payment recommendations to the City of La Vista.

For the Civil Engineering Services described in Items 1 through 3, we proposed to work for a lump sum fee of **\$8,000.00**.

HAZARDOUS MATERIALS SURVEY:

1. TD2 will engage the services of B2E Environmental (sub-consultant proposal is attached) to perform a hazardous materials survey for the existing building to be demolished. Based on the proposal received from B2E, the hazardous materials survey will include the following items:
 - a. Identify types of waste generated during demolition, estimated quantities, photographs, locations, and budgetary cost estimate in the Hazardous Materials Report.
 - b. NESHAP Pre-Demolition/Renovation asbestos inspections to determine presence of asbestos-containing materials located within buildings.
 - c. In-situ paint sampling to identify lead-based painted components.
 - d. Perform visual assessment to identify potentially hazardous waste.
 - e. Provide hazardous material abatement specifications.

For the services described in the Hazardous Materials Survey, the sub-consultant fee is **\$1,500.00.**

FEE SUMMARY:

Land Survey Services	\$ 10,500.00
Civil Engineering Services	\$ 8,000.00
Hazardous Materials Survey (B2E sub-consultant)	\$ 1,500.00

TOTAL FEE	\$ 20,000.00
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The scope of services outlined above represents the extent of professional services that TD2 proposes to provide as part of this proposal. However, the following is a summary of some additional professional services that TD2 has the in-house expertise to provide should you wish to incorporate them and have us provide an expanded proposal.

- a. Prepare easements for utility company installations.
- b. Construction phase services including (but not necessarily limited to) observation and testing.
- c. Phase 1 Environmental Assessment
- d. Special Inspections
- e. Monitoring and/or physical sampling of storm water runoff or sanitary sewer flows.

In addition to our numerous in-house professional services, TD2 also has extensive experience in obtaining and coordinating the professional services of other engineering disciplines. The following are just a few of the additional professional services that we could manage for you should you wish to have our proposal expanded to include them.

- a. Site lighting and/or electrical design or plans
- b. Traffic impact studies

Mr. Pat Dowse, P.E.
La Vista Municipal Pool Demolition
October 24, 2023
Page 5

- c. Irrigation System Design and/or Layout plans/specs
- d. Signage design and details

We propose to bill our services on a monthly basis and at the completion of each of the above-described tasks. All invoices shall be due within thirty days of the date of the invoice. If this proposal is acceptable, please sign and return a copy to this office. If the project becomes delayed or is terminated during design, we will bill a fee commensurate with the amount of design work completed prior to the time we are notified to suspend work on the project.

Submitted by,

THOMPSON, DREESSEN & DORNER, INC.



Trevor Veskrna, P.E.

TDV/bph

Attachment

This proposal is accepted this _____ day of _____, 2023 for:

CITY OF LA VISTA

Billing Address: _____


By: _____
(Signature)

Title: _____

Telephone No. / Facsimile No.

E-Mail Address



CLIENT PROPOSAL REQUEST	
CLIENT:	TVeskma@TD2CO.com
Company Name: Thompson,Dressen & Dorner,Inc.	Contact Name: Trevor Veskma
Address: 10836 Old Mill Road	
City: Omaha	State: NE Zip: 68154 Phone: 402.330.8860 Cell:
PROJECT LOCATION:	
Address: 7602 South 85 th Street – La Vista Municipal Pool	
City: La Vista	State: NE Zip: 68128 Project Name: Hazardous Materials Surveys
Contact Name: Same	Project Contact Number: Same
WORK TASKS REQUIRED:	
<p>Task 1) Perform hazardous materials surveys at the above referenced buildings to identify the types of waste generated during demolition/renovation. B2E will provide estimated quantities, photographs, locations and budgetary cost estimate in the Hazardous Materials Report.</p> <ul style="list-style-type: none">B2E will perform NESHAP Pre-Demolition/Renovation asbestos inspections to determine presence of asbestos-containing materials (ACM) located within the buildings. <p>Suspect materials to include roofing will be sampled utilizing a 48 hour turnaround time, unless otherwise directed. B2E is not responsible for patching the roof after sample collection. B2E can place a temporary patch Interior areas of equipment and electrical systems will not be sampled due to safety concerns. Survey work will be conducted by Nebraska-licensed inspectors. Samples will be analyzed by EMSL Analytical, Inc. (NVLAP lab #101048-0) using polarized light microscopy (PLM)</p> <ul style="list-style-type: none">B2E will perform in-situ paint sampling of predominant colors/substrates to identify lead-based painted components.B2E will perform a visual assessment to identify potential hazardous waste (listed and characteristic) to include PCB's, mercury, universal waste, ozone depleting substances and petroleum products.B2E will provide hazardous material abatement specifications. <p>Reports will be delivered via email in PDF.</p>	
B2E is a certified small business and a women business entity (WBE)	
PRICING:	
Tasks 1 <input type="checkbox"/> \$1,500 (lump sum)	
PROPOSAL	
Proposed by: Paul Virgillito, CHMM, CIEC, REP B2 Environmental Inc. 	I have read and agree to the above proposal requesting the specified consulting services and B2E's Terms and Conditions. I hereby authorize the work to be performed for the fee shown. Accepted by:
	Company Name
Signature	Signature
Associate	
Title	Title
10/24/2023	
Date	Date



**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 7, 2023 AGENDA**

Subject:	Type:	Submitted By:
CHANGE ORDER NO. 1 – EAST LA VISTA SEWER & PAVEMENT REHABILITATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to approve Change Order No. 1 to the contract with NL&L Concrete, Inc., Omaha, Nebraska to provide for the addition and subtraction of certain items of work resulting in an increased amount of \$81,013.05, bringing the total contract amount not to exceed \$4,796,092.10.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

A contract with NL&L Concrete Inc. was approved on December 6, 2022, to rehabilitate the existing sanitary sewers, storm sewer inlets, paving and ADA ramps within the original east side of the City, generally east of 72nd Street and between Harrison Street and Thompson Creek.

There have been a few areas of more extensive work than what was anticipated in the design, generally in the intersection of 70th Street and South 69th Street as well as 71st Street between Florence Street and Josephine Street. The intersection work at the intersection of 70th Street and South 69th Street required the reconstruction of existing storm sewer lines and inlets, and the work on 71st Street will require the complete reconstruction of the existing 8-inch diameter sanitary sewer line. This portion of work will reduce the amount of Cast in Place Pipe (CIPP) Lining and Asphalt Overlay work that will be required on 71st Street but will increase the amount of replacement sewer pipe and concrete pavement replacement. Overall, the net change in items of work results in a slight increase in the project costs but is a positive net benefit in terms of the long-term serviceability of the project.

Change Order No. 1 increases the contract amount by 1.7% or \$81,013.05 for a revised total contract amount not to exceed \$4,796,092.10. Change Order No.1 is attached for further review.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT WITH NL&L CONCRETE, INC., OMAHA, NEBRASKA TO PROVIDE FOR THE ADDITION AND SUBTRACTION OF CERTAIN ITEMS OF WORK RESULTING IN AN INCREASED AMOUNT OF \$81,013.05, BRINGING THE TOTAL CONTRACT AMOUNT NOT TO EXCEED \$4,796,092.10.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined that the East La Vista Sewer & Pavement Rehabilitation project is necessary; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve change order No.1 to the contract with NL&L Concrete, Inc., Omaha, Nebraska to provide for the addition and subtraction of certain items of work resulting in an increased amount of \$81,013.05, bringing the total contract amount not to exceed \$4,796,092.10.

PASSED AND APPROVED THIS 7TH DAY OF NOVEMBER 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

City of La Vista
Public Works Department

PROJECT NO.:	E La Vista Sewer and Pavement Rehab	CHANGE ORDER NO.:	1A
PROJECT LOCATION:	S 71st St. Sanitary Sewer Main Replacement		
CONTRACTOR:	NL & L Concrete	DATE:	2-Nov-23
COUNCIL RESOLUTION NO.:		DATE OF RESOLUTION:	

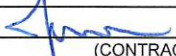
ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	CONTRACT PRICE	
					DECREASE	INCREASE
CO1 53	Install 15" RCP Storm Sewer <i>S 70th St. and S 69th St. Intersection</i>	LN Ft	98	\$73.00		\$7,154.00
CO1 54	Excavation for Pipe <i>S 70th St. and S 69th St. Intersection</i>	HR	22	\$200.00		\$4,400.00
CO1 55	3/4" Limestone Pipe Bedding <i>S 70th St. and S 69th St. Intersection</i>	Ton	48	\$29.50		\$1,416.00
CO1A 56	Rebuild curb inlets and Junction box <i>S 70th St. and S 69th St. Intersection</i>	Each	4	\$4,200.00		\$16,800.00
CO1A 57	Remove Existing Inlets <i>S 70th St. and S 69th St. Intersection</i>	Each	3	\$500.00		\$1,500.00
CO2 58	Remove and Replace 8" Sanitary Sewer Main, Solid Wall PVC, SDR 26 in accordance with ASTM D3034 for Type PSM Sewer pipe and fittings; <i>Including all 8" fittings, Wye fittings for service laterals, bedding material, excavation, disposal, and incidentals to complete the work</i>	Ln Ft	729.00	\$137.00		\$99,873.00
CO1 55	3/4" Limestone Aggregate pipe bedding - at 6" thick F3 Bedding per Standard Plate 701-01 <i>Quantity Adjustment - see attached documentation/calculations</i>	Ton	169.00	\$29.50		\$4,985.50
7P	Perform Cold Planning - Asphalt - EOR to MH A7070 - 889 Ln ft x 25 ft wide <i>Quantity adjustment EOR to MH A7070 Center Florence St</i>	SY	-2,470.00	\$6.50	-\$16,055.00	
8P	Construct Asphalt Surface Course SPR (PG 64-34) <i>Quantity adjustment</i>	Ton	-270.00	\$187.11	-\$50,519.70	
39S	Install 8" CIPP Liner <i>Quantity adjustment</i>	Ln Ft	-729.00	\$45.00	-\$32,805.00	
41S	Reinstate Service lines <i>Quantity adjustment</i>	EA	-22.00	-\$100.00	\$2,200.00	
42S	8" End Seal <i>Quantity adjustment</i>	EA	-4.00	\$195.00	-\$780.00	
46	Jet Existing Sanitary Sewer <i>Quantity adjustment</i>	Ln Ft	-729.00	\$2.75	-\$2,004.75	

45	Post Inspection CCTV CIPP <i>Quantity adjustment</i>	Ln Ft	-729.00	\$3.00	<i>-\$2,187.00</i>	
36	Point Repair <i>Not needed with full pipe replacement</i>	EA	-2.00	\$175.00	<i>-\$350.00</i>	
2S	Remove pavement (Assumed Average of 43 SY per house 24' x 16') <i>Required for the service lateral repair work 22 houses</i>	SY	-946.00	\$11.00	<i>-\$10,406.00</i>	
11S	Construct 7" PCC L65 pavement (Based on Assumed Average of 43 SY per house 24'x16') <i>Required for the service lateral repair work 22 houses</i>	SY	-946.00	\$75.00	<i>-\$70,950.00</i>	
11P	Construct 7" PCC L65 pavement (based on remaining pavement at each location for full panel repair 24 SY) <i>Required for the service lateral repair work (24'x9') 22 houses</i>	SY	-528.00	\$75.00	<i>-\$39,600.00</i>	
2P	Remove pavement (Assumed Average of 24 SY per house) <i>Required for the service lateral repair work (24'x9') 22 houses</i>	SY	-528.00	\$11.00	<i>-\$5,808.00</i>	
*2P/11P	Remove and Const 7" PCC pavement - 350 Ln ft at 25' wide <i>This is the sum of the average area in between each of the service lateral repair work that would not have been replaced calculated in sewer main repair quantity</i>	SY	972.00			
5P	Remove Curb and Gutter <i>Required for the service lateral repair work (Estimate Based on current conditions)</i>	Ln Ft	-100.00	\$12.00	<i>-\$1,200.00</i>	
14P	Construct Curb and Gutter <i>Required for the service lateral repair work (Estimate Based on current conditions)</i>	Ln Ft	-100.00	\$42.00	<i>-\$4,200.00</i>	
19	Adjust Manhole to Grade, MH A7090, MH A 7080 <i>Quantity adjustment</i>	EA	-2.00	\$800.00	<i>-\$1,600.00</i>	
2S	Remove Pavement <i>Sanitary sewer replacement, full width of roadway 729 ft x 25 ft, MH A7090 to MH A7070</i>	SY	2,025.00	\$11.00		\$22,275.00
11S	Construct 7" PCC L65 Pavement <i>Sanitary sewer replacement, full width of roadway 729 ft x 25 ft, MH A7090 to MH A7070</i>	SY	2,025.00	\$75.00		\$151,875.00
2P	Remove Pavement <i>Sanitary sewer replacement, Remaining roadway segment EOR Josephine to MH A7090 160 In ft x 25 ft</i>	SY	445.00	\$11.00		\$4,895.00
11P	Construct 7" PCC L65 Pavement <i>Sanitary sewer replacement, Remaining roadway segment EOR Josephine to MH A7090</i>	SY	445.00	\$75.00		\$33,375.00
*	<i>Additional pavement that during the service lateral work would not have been completed, but during the sewer main repair will be completed(in sewer main pavement calculation. 972 SY @ \$11/\$75 = \$83592 in paving, plus EOR to MH A7090</i>					

City of La Vista
Public Works Department

NOTE: 1	Measurement and payment for the Sanitary Sewer Main is per the City of Omaha Standard Specifications, Section 703.05, Please see attached documentation		
NOTE: 2	Item 52 Temporary Agg surface course will be paid as a line item pending no salvaged material on site. Salvaged agg surface course shall be utilized.		
NOTE:3	Time, Materials, and quantity verification during installation for final payment. Actual quantity to be paid at these unit prices upon completion and tentative acceptance of the work.		
TOTAL DECREASE IN CONTRACT PRICE		-\$236,265.45	
TOTAL INCREASE IN CONTRACT PRICE			\$317,278.50
NET DIFFERENCE			\$81,013.05
BASE BID PLUS PREVIOUS CHANGE ORDERS			\$4,715,079.05
(REVISED) CONTRACT PRICE			
CONTRACT FUNDS AVAILABLE			

Comments:	This change order was created to account or additional work areas added to the Contract as allowed by the Contract Documents and requested by the City of La Vista. Supporting documentation attached.
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ACCEPTED:	 (CONTRACTOR)	11-2-23	DATE:	
RECOMMENDED:	Paula Pogge (CONSULTANT/PROJECT MANAGER)		DATE:	
APPROVED:			DATE:	
APPROVED:			DATE:	
APPROVED:			DATE:	

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 7, 2023 AGENDA**

Subject:	Type:	Submitted By:
ADVERTISEMENT FOR BIDS – 73 RD AVE CULVERT REHABILITATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the advertisement for bids for culvert rehabilitation, including grouting of voids, invert repair, and placement of centrifugally cast concrete pipelining material within the existing culvert crossing of Thompson Creek at 73rd Avenue.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

As part of the Capital Improvement Plan, the above-mentioned culvert had been selected for rehabilitation. The culvert shows signs of deterioration inclusive of corrosion, void formation, and deformation. Following field inspection it was determined that centrifugally cast concrete pipe was the most appropriate rehabilitation method for the culvert.

Plans and specifications for this project have been completed by Houston Engineering, Inc (HEI). The Engineer's Estimate for the proposed items of work is \$293,170.90. The recommended schedule for bidding this work is:

Publish Notice to Contractors	November 15, 2023 and November 22, 2023
Open Bids	December 1, 2023 at 10:00am at City Hall
Council Award Contract	December 19, 2023

The Notice to Contractors will also be posted on the City's website at www.standardshare.com.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR CULVERT REHABILITATION, INCLUDING GROUTING OF VOIDS, INVERT REPAIR AND PLACEMENT OF CENTRIFUGALLY CAST CONCRETE PIPELINING MATERIAL WITHIN THE EXISTING CULVERT CROSSING OF THOMPSON CREEK AT 73RD AVENUE.

WHEREAS, the Mayor and Council have determined that the culvert rehabilitation is necessary; and

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

WHEREAS, the schedule for awarding this contract is as follows:

Publish Notice to Contractors	November 15, 2023 and September 20, 2023
Open Bids	December 1, 2023 at 10:00am at City Hall
City Council Award Contract	December 19, 2023

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska hereby authorize the advertisement for bids for culvert rehabilitation, including grouting of voids, invert repair and placement of centrifugally cast concrete pipelining material within the existing culvert crossing of Thompson Creek at 73rd Avenue.

PASSED AND APPROVED THIS 7TH DAY OF NOVEMBER 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

NOTICE TO CONTRACTORS

City of La Vista
La Vista, Nebraska

**THOMPSON CREEK CULVERT REHABILITATION PROJECT
S 73rd AVE & PARK VIEW BLVD
PROJECT NO. STRT23006**

Sealed proposals will be received by Pamela Buethe, Clerk of said City, at the City of La Vista, City Hall, 8116 Park View Boulevard, La Vista, NE 68128, until 10:00 AM on the 1st day of December, 2023, for the furnishing of all labor, materials, use of Contractor's equipment, plant and all else necessary to construct properly all of the improvements for THOMPSON CREEK CULVERT REHABILITATION PROJECT S 73rd AVE & PARK VIEW BLVD, PROJECT NO. STRT23006

At such hour, or as soon as practicable thereafter, the City of La Vista will proceed to publicly open in the presence of all bidders and consider the bids received for the furnishing of such labor, materials, and equipment necessary for the proper construction of such improvements.

The extent of the work consists of the construction or other effectuation of the items listed below and other related preparatory and subsidiary work from issuance of the Notice to Proceed:

Item	Description	Estimated Quantities	
1	MOBILIZATION	1	LS
2	HANDLING OF WATER	1	LS
3	COFFER DAM	1	EA
4	TRAFFIC CONTROL/SIGNAGE	1	LS
5	CULVERT CLEANING	30	LF
6	INJECTABLE GROUT TO FILL VOIDS	3	CY
7	INVERT REPAIR	288	SF
8	CENTRIFUGALLY CAST CONCRETE PIPE FOR 7X12 FT ARCHED CMP	32	LF
9	SEEDING AND MULCHING	0.3	AC
10	EROSION CONTROL BLANKET	725	SY
11	STABILIZED CONSTRUCTION ENTRANCE	1	EA
12	SWPPP MEASURES	1	LS
13	CONSTRUCTION FENCING	93	LF

All work called for in the drawings and specifications shall be furnished in strict accordance with the drawings and specifications prepared by Houston Engineering, and now on file with the City of La Vista City Clerk.

Each bid shall be accompanied in a SEPARATE SEALED ENVELOPE by a certified check or bid bond in an amount of not less than five percent of the amount bid and such certified check or bid bond shall be payable to the Treasurer of the City of La Vista, Nebraska as security that the bidder to whom the contract may be awarded will enter into a contract to build the improvement in accordance with this Notice to Contractors and will give a contract and maintenance bond in the amount of 100%

of the contract price. No bidder may withdraw his proposal for a period of sixty (60) days after the date set for the opening of bids.

The City of La Vista, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

Drawings, Specifications and Contract Documents may be examined online at <https://standarddigital.com>. Search for the project name in the Plan Room found at <https://standarddigital.com>. Downloadable PDF files and hardcopy prints may be procured from StandardSHARE or the offices of Standard Digital Imaging: 4424 South 108th Street, Omaha, NE 68137, 402-592-1292. All costs associated with obtaining documents are the responsibility of the bidder and are non-refundable. Project documents may also be examined at the office of the City Clerk of the City of La Vista, 8116 Park View Blvd., La Vista, NE 68128. In order to ensure bidders are aware of all issued documents pertaining to this opportunity – bids will be accepted only from those identified on the planholders list kept at the offices of Standard Digital Imaging/StandardSHARE.

The City reserves the right to waive informalities and to reject all or any bids.

CITY OF LA VISTA, NEBRASKA

Pamela Buethe, Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 7, 2023 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – FURNITURE FOR GENERAL EDUCATION DEGREE PROGRAM – LIBRARY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ROSE BARCAL LIBRARY DIRECTOR

SYNOPSIS

A resolution has been prepared to authorize the purchase of furniture for the General Education Degree Program (GED) from Cornhusker State Industries, Lincoln, Nebraska in an amount not to exceed \$6,743.

FISCAL IMPACT

Funding for the proposed purchase comes from a private donor (\$5,000) and state aid.

RECOMMENDATION

Approval.

BACKGROUND

The GED program recently moved into Room 145 at the library. Permanent furniture is being requested through the state contract via Cornhusker State Industries. GED Instructor Hannah Kasik has worked with CSI to select appropriate tables five (5) including an ADA compliant workstation and fourteen (14) chairs. A warranty is included as well as free shipping and handling.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF FURNITURE FOR THE GENERAL EDUCATION DEGREE PROGRAM FROM CORNHUSKER STATE INDUSTRIES, LINCOLN, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$6,743.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of furniture for the General Education Degree Program is necessary; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of furniture for the General Education Degree Program from Cornhusker State Industries, Lincoln, Nebraska, in an amount not to exceed \$6,743.00.

PASSED AND APPROVED THIS 7TH DAY OF NOVEMBER 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



Cornhusker State Industries
800 Pioneers Blvd.
Lincoln, NE 68502

Phone: (800) 348-7537

Fax: (402) 471-1236

Sales Consultant: NANCY CHANHDARA (DCS)

SALES QUOTE

Quote Date: 08/04/23
Quote Number: 7524 SQ
Page: 1 of 2
Print Date: 09/21/23
Customer PO:
Estimated Delivery Date: 08/04/23

SOLD TO:

A/B: 567205
LAVISTA PUBLIC LIBRARY
9110 GILES RD
LAVISTA NE 68128-3081

SHIP TO:

A/B: 567205
LAVISTA PUBLIC LIBRARY
9110 GILES RD
LAVISTA NE 68128-3081

Delivery Instructions:

Customer Contact: HANNAH KASIK
531-622-3925

NOTE: Item availability is subject to change. An acknowledgement will be sent after order placement stating the estimated delivery dates of the items.

Line#	Description	Item Number	QTY	UM	Price	Extended Price
1.000	CHR, NAVIGATOR, W/ARMS FABRIC: FUSE IRIS (S-UP-939)	42506-G-CR-601	8	EA	\$248.0000 Per EA	\$1,984.00
2.000	SITKA, 4LEG UPHOL S AND B FABRIC: FUSE IRIS (S-UP-939)	42506-G-CR-GLNAUBC	6	EA	\$268.0000 Per EA	\$1,608.00
4.000	TABLE, FLIP, 24X72,W/4 CASTERS LAMINATE: TRAVERTINE (S-PL-3526-58) FRAME: BLACK TMOLD: BLACK	42521-G-TB-VTT-2472RFP-C	3	EA	\$594.0000 Per EA	\$1,782.00
5.000	WS, ADJ, RECT,SIT/STAND,24X48 LAMINATE: TRAVERTINE (S-PL-3526-58) FRAME: BLACK TMOLD: BLACK	42594-G-TB-GSTR-2448SS	1	EA	\$646.0000 Per EA	\$646.00
6.000	TABLE, CUSTOM G-TB-VTT-4872FX-C LAMINATE: TRAVERTINE (S-PL-3526-58) FRAME: BLACK TMOLD: BLACK	42521-G-TB-999	1	EA	\$723.0000 Per EA	\$723.00

CSI-We Build Opportunity



Cornhusker State Industries
800 Pioneers Blvd.
Lincoln, NE 68502
Phone: (800) 348-7537
Fax: (402) 471-1236
Sales Consultant:

SALES QUOTE

Quote Date: 08/04/23
Quote Number: 7524 SQ
Page: 2 of 2
Print Date: 09/21/23
Customer PO:
Estimated Delivery Date: 08/04/23
Sold To - A/B: 567205
Ship To - A/B: 567205

Customer Contact: HANNAH KASIK
531-622-3925

NOTE: Item availability is subject to change. An acknowledgement will be sent after order placement stating the estimated delivery dates of the items.

Total Quote Amount:	<u><u>\$6,743.00</u></u>
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**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 7, 2023 AGENDA**

Subject:	Type:	Submitted By:
AMEND CITY PERSONNEL POLICY AND PROCEDURES MANUAL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

SYNOPSIS

A resolution has been prepared to approve an amendment to Section 3.9 (2) of the City of La Vista Personnel Rules & Regulations pertaining to Residency and Travel Time Requirements.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

Currently, the personnel rules & regulations require the Police Chief to live within the City or the city's zoning jurisdiction. The Public Works Director is allowed to reside within twenty (20) minutes of the Public Works building.

We believe this requirement may be a limiting factor in recruiting qualified applicants for the position as we begin the search for a new Chief of Police. Removing the requirement leverages the recruitment strategy to surrounding areas which candidates may not want to uproot their families from and will provide more options for those relocating.

Staff has surveyed police chief residency requirements for nine other 1st class cities in Nebraska and found a varying range of requirements, from no residency nor travel time requirement to 30- or 60-minute response time.

Because La Vista's housing market is limited in terms of options and availability, staff is recommending removing the residency requirement for the Police Chief and modifying the travel time requirement for both the Public Works Director and Police Chief to reside within a reasonable travel time distance to the City of La Vista. The City Administrator would make the determination of distances and locations that are within the radius of the allowed travel time to provide exceptional service, taking into account all the existing facts and circumstances of the particular case.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AMENDING SECTION 3.9 (2) OF THE CITY PERSONNEL POLICY AND PROCEDURES MANUAL PERTAINING TO RESIDENCY AND TRAVEL TIME REQUIREMENTS.

WHEREAS, the Mayor and City Council of the City of La Vista, Nebraska, has determined that a need exists to make changes to the existing La Vista City Personnel Policy and Procedures Manual as adopted on December 20, 2005; and

WHEREAS, it is being proposed that Subsection 3.9 (2) in the manual pertaining to Residency and Travel Time be amended; and

WHEREAS, it is the desire of the City Council to amend Section 3 of the Personnel Policy and Procedures Manual to incorporate the change to the above listed subsection.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the existing La Vista City Personnel Policy and Procedures Manual adopted on December 20, 2005, is hereby amended to reflect the proposed change to Subsection 3.9 (2) as submitted at the City Council meeting.

PASSED AND APPROVED THIS 7TH DAY OF NOVEMBER 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

SECTION III:	GENERAL PROVISIONS	READOPTED:	RESOLUTION No. 05-159
ADOPTED:	RESOLUTION No. 96-012	DATE:	DECEMBER 20, 2005
DATE:	FEBRUARY 6, 1996	AMENDED:	RESOLUTION No. 21-055
AMENDED:	RESOLUTION No. 96-051	DATE:	MAY 18, 2021
DATE:	MAY 21, 1996		
AMENDED:	RESOLUTION No. 97-092		
DATE:	JULY 15, 1997		
AMENDED:	RESOLUTION No. 98-092		
DATE:	MAY 19, 1998		
AMENDED:	RESOLUTION No. 00-152		
DATE:	DECEMBER 19, 2000		
AMENDED:	RESOLUTION No. 02-099		
DATE:	OCTOBER 1, 2002		

3.1 Organization for Personnel Administration:

- (1) **Mayor-City Council:** The Mayor and the City Council have ultimate policy-making authority for the City of La Vista in matters pertaining to personnel administration.
- (2) **The City Administrator:** The function of the City Administrator is to aid in the formulation of personnel policies, to prescribe procedures and to administer those policies and procedures with the aim of facilitating personnel administration for operating all City departments. The City Administrator is charged by the City Council to fairly administer the personnel program which shall include: recruitment, interviewing, job testing (where applicable), eligibility lists, appointments based on merit, the formulation and interpretation of personnel policies, maintenance and administration of the classification plan and pay plan, maintenance of employee records, supervision of the grievance procedures, promoting training programs and fostering good employee relations. The City Administrator shall also be responsible for administering discipline concerning City employees as provided in this Manual, and accomplishing such other personnel matters as deemed appropriate by the Mayor and City Council.

3.2 Administration of the Rules: The City Administrator is charged with the responsibility for the administration of these rules.

3.3 Departmental Regulations: These rules shall not be construed as limiting in any way the power and authority of any Department Head to make departmental rules and regulations governing the conduct and performance of employees. However, departmental rules and regulations shall not conflict with provisions of these rules. Departmental rules and regulations shall have the force and effect of rules of that department and disciplinary action may be based upon any breach of those rules and regulations. The City Administrator shall be provided copies of all departmental rules and regulations and shall have the authority to rescind any departmental rule or regulation.

3.4 Political Activities: Unless specifically prohibited from doing so by federal or state law, City employees may participate in local, state and federal political activities, provided they do so during

their non-working time and do not wear City uniforms or City clothing while participating in such activities. No City employee shall, simultaneously with such City employment hold the office of Mayor or City Council Member of the City. Any City employee elected or appointed to the office of Mayor or of City Council Member of the City shall be deemed, upon accepting and assuming such office of Mayor or City Council Member of the City, to have automatically and simultaneously resigned his or her position of employment with the City. No employee of the City shall be appointed as a member of any citizen board, commission or committee appointed by the Mayor or the City Council unless such appointment is required by ordinance or statute as a part of the composition of the board, commission or committee.

3.5 Prohibition of Discrimination:

- (1) No employee or applicant for employment with the City shall be appointed, promoted, demoted, removed, or advanced on any basis or for any reason other than qualification, merit and experience for service or lack thereof. An individual with a disability will be evaluated only on his or her ability to perform the essential functions of the position in question, with or without reasonable accommodation.
- (2) No employee shall use, or promise or attempt to use, directly or indirectly, any official authority or influence to secure or attempt to secure, for any person, an unmerited appointment or unmerited advantage in appointment to a position with the City or an unmerited increase in pay or any other unmerited advantage or benefit in employment in any such position.
- (3) No employee or appointing authority shall unlawfully discriminate against any individual in appointment, transfer, dismissal, discipline, compensation, promotion or other terms and conditions of employment because of race, color, religion, sex, national origin, age, disability, marital status or any other protected classification.

3.6 Diversity and Inclusion Statement

The City of La Vista is committed to a work environment that values diversity and inclusion. We believe that employees benefit from a diverse and inclusive work environment where they feel supported, welcomed, and valued. Employees should feel comfortable and encouraged to bring their own unique capabilities, experiences, and characteristics to their work in order to be productive, innovative, and able to achieve to their fullest potential. We will strive to proactively attract, hire, and maintain a diverse workforce that reflects our city's residents. We will continue to partner with community associations and groups so that the voices of our residents are heard and reflected in the work we do.

3.7 Unlawful Acts Prohibited:

- (1) No employee or applicant for a position shall willfully make any false statement, certificate, mark, rating, or report in regard to any application for employment, testing, certification or appointment held or made under these rules or ordinances of the City of La Vista, or in any manner commit or attempt to commit any fraud preventing the impartial execution of such personnel provisions or the rules and regulations made thereunder.

- (2) No person seeking appointment or promotion with the City shall either directly or indirectly give, promise, render or pay any money, service or other thing of value to any person for or on account of or in connection with, his/her test, appointment, proposed or desired appointment, promotion or proposed or desired promotion.

3.8 Nepotism Policy

Familial and personal relationships between employees create circumstances in which biased conduct, conflicts of interest, breaches of confidentiality, sexual harassment, and other unacceptable situations may occur. The City of La Vista therefore restricts and places conditions upon the employment of individuals who share familial or personal relationships.

The restrictions and conditions detailed in this Nepotism Policy apply to both current City employees and applicants for City employment. The City Administrator shall have final and discretionary authority regarding the interpretation and applicability of the provisions of this policy.

(1) Definitions

- (A) **“Employee”** includes any full-time regular, part-time regular, temporary, and seasonal employee of the City. “Employee” also includes an applicant for employment by the City. “Employee” does not include an employee within the Police Department if, but only to the extent that, the provisions of the Civil Service Act guarantee protected job status to the employee.
- (B) A **“Familial Relationship”** exists between an employee and the employee’s spouse, parents, children, siblings, grandchildren, grandparents, aunts and uncles (siblings of a parent), nieces and nephews (children of siblings of a parent), great-grandparents, and great-grandchildren. A familial relationship also exists between the employee and the employee’s spouse’s parents, children, siblings, grandparents, and grandchildren, as well as any spouse of the employee’s parents, children, siblings, grandparents, or grandchildren. A familial relationship, as defined above, exists without regard to age or dependent status, and regardless of whether the relationship exists as a result of blood, marriage, or legal adoption.
- (C) A **“Personal Relationship”** exists between employees engaged in a romantic or sexual relationship. This includes casual dating, serious dating, casual sexual involvement, and any other conduct or behavior normally associated with romantic, intimate or sexual relationships. This definition encompasses any employees engaged in such a relationship without regard to either employee’s gender or sexual orientation.
- (D) A **“Condition of Conflict of Interest”** exists where a familial or personal relationship might in any way induce or encourage action that contravenes or could contravene an employee’s duty to act in the best interest, financial or otherwise, of the City of La Vista.
- (E) **“Elected Official”** means an individual elected or appointed as Mayor or as a member of the City Council.

(2) **Grandfather Clause**

As of the date of adoption of this policy, some employees may share familial or personal relationships with elected officials or other employees. These individuals will be “grandfathered” under this policy, which means they will be permitted to continue their employment with the City as long as the employment status and position(s) of employment do not change, the relationship does not result in interpersonal conflict that interferes with job performance or the working environment, and no act of improper or unfair favoritism occurs. Any future changes to employment status and/or position(s) will be governed by the requirements and restrictions of this policy.

(3) **Nepotism in Hiring**

(A) **Disclosure**

An applicant for employment must disclose, on his or her application, all familial and personal relationships that exist between the applicant and any elected official or employee of the City. Failure to make a required disclosure will render the applicant ineligible for employment. If the non-disclosure is discovered after the applicant has been employed by the City, the non-disclosure may result in disciplinary action, up to and including termination, at the discretion of the City Administrator.

(B) **Prohibited Relationships**

(i) **Relationships with Elected Officials**

No individual who shares a familial or personal relationship with an elected official may be offered or accept employment with the City.

(ii) **Relationships with Mayoral Appointees**

No individual who shares a familial or personal relationship with a Mayor-appointed employee may be offered or accept employment with the City.

(iii) **Relationships with Managerial and Supervisory Employees**

No individual who shares a familial or personal relationship with a managerial or supervisory employee may be offered or accept a position of employment which places the individual within and under the managerial or supervisory employee’s chain of command. No managerial or supervisory employee of the City shall supervise, conduct a performance review of, or in any other manner affect the advancement, compensation, hours, assignment(s), or other terms and conditions of employment of an employee with whom the managerial or supervisory employee has a familial or personal relationship.

(iv) **Department Assignment**

No individual who shares a familial or personal relationship with a City employee may be offered or accept employment within the same department as the employee, regardless of the employee's seniority or supervisory level.

(v) **Exemption of Seasonal and Temporary Positions**

This policy does not apply to seasonal and temporary positions in certain programs within the Public Works and Recreation Departments, as designated or approved by the Human Resources Director.

(C) **Condition of Conflict of Interest**

The employment of an individual sharing a familial or personal relationship with a City employee, even if not expressly prohibited by this policy, may present a condition of conflict of interest. No individual who shares a familial or personal relationship with an employee shall be offered employment, accept employment or be allowed to continue in employment with the City, if a condition of conflict of interest exists. In any situation in which the Human Resources Director deems that a condition of conflict of interest may exist the Human Resources Director shall advise the City Administrator, who shall make the final determinations as to whether a condition of conflict exists and any appropriate action to be taken to eliminate the conflict.

(4) **Nepotism in Current Employment**

(A) **Required Disclosures**

When seeking a different position in City employment, an employee must disclose the name and assignment of any elected official and of any other City employee with whom the employee shares a familial or personal relationship. This disclosure must be made in writing with the individual's application for the different position or, if no formal application process is involved, the disclosure must be made in writing to the hiring supervisor before the selection is made.

Whenever a new familial or personal relationship is created between two employees or an employee and an elected official, the City employee (or both City employees, if applicable) shall disclose the relationship in writing to his or her department manager within 30 working days of creation of the relationship. The Department Manager shall then consult with the Human Resources Department to determine whether a relationship is prohibited and coordinate any further action that may be appropriate.

Failure to make a required disclosure will render an employee ineligible for transfer, promotion, or re-assignment, and may result in disciplinary action, up to and including termination, at the discretion of the City Administrator.

(B) Prohibited Relationships

(i) Relationships with Elected Officials

Any employee who develops a personal relationship with an elected official must tender a written resignation within 90 days. This does not include relationships that exist prior to the election of an official to office.

(ii) Relationships with Mayor-Appointed or Council-Appointed Employees

A non-appointed employee who comes to share or who develops a personal relationship with an appointed employee, must tender a written resignation within 90 days after the date the personal relationship was created. If a resignation is not tendered within such period, the Human Resources Director, in coordination with the City Administrator and the appropriate Managing Director, will terminate employment with the non-appointed employee.

In the case both employees are appointed employees, the City Administrator will advise the Mayor and City Council of the situation. The Mayor and City Council will select the appointed employee to dismiss.

(iii) Relationships with Managerial and Supervisory Employees

An employee who comes to share a familial or personal relationship with a managerial or supervisory employee (including but not limited to a Managing Director, Department Director or Department Head) may not occupy, be offered, or accept a position of employment with the City which places the employee within the chain of command or line of supervision of the managerial or supervisory employee, or which permits either employee to supervise or be supervised by the other. No managerial or supervisory employee shall supervise, conduct a performance review of, or in any other manner affect the advancement, compensation, hours, assignment(s), or other terms and conditions of employment of a City employee with whom the managerial or supervisory staff employee has a familial or personal relationship.

(iv) Department Assignment

Incumbent employees who share a familial or personal relationship will not normally be permitted to work in the same department. Prior written authorization from the Managing Director and the City Administrator shall be required for any employees who share a familial or personal relationship to work in the same department.

(C) Condition of Conflict of Interest

The employment of individuals sharing a familial or personal relationship, even if not expressly prohibited by this policy, may present a condition of conflict of interest. No employees who share a familial or personal relationship shall be employed in any capacity which permits such a conflict to exist or which in any way may pose a detriment to the interests of the City. In any situation in which the Human Resources Director deems that a condition of conflict of interest may exist, the Human Resources Director shall advise the City Administrator, who shall make the final determination as to whether a condition of conflict exists and any appropriate action to be taken to eliminate the conflict.

(5) Resolution of Prohibited Relationships

If any of the prohibitions of this policy apply, and timely disclosure of the relationship has been made, a decision shall be made as soon as practicable after the disclosure of a relationship occurs. The resolution may include, but is not limited to:

- (A) Voluntary movement of either (or both) individuals to open and available City position(s) for which the individual(s) is/are qualified;
- (B) Mandatory (ordered) re-assignment of one of the employees to another position in another department (if available); or
- (C) Resignation or dismissal of one of the employees.

Positions to which an employee may voluntarily move or be mandatorily re-assigned are subject to availability and employee qualifications.

If mandatory re-assignment or dismissal is determined to be necessary and only one department is involved, the Managing Director will make the decision as to which employee will be reassigned or dismissed. If more than one department is involved, the decision will be made by the Managing Directors of the departments in which the employees involved are employed, in coordination with the Human Resources Director. In all cases, however, the City Administrator retains the prerogative and discretion to review the decision(s) made and to approve, disapprove, or modify any decision(s) made.

If the City determines there is no suitable course of action that would remedy a situation that is contrary to this policy and which would allow both employees to remain employed by the City, and if neither employee is willing to resign to remedy the situation, the City Administrator will make the final decision as to which employee's employment will be terminated.

Any resolution of a prohibited relationship will comply with Nebraska Revised Statute 49-1499.03.

(6) **Date of Adoption**

This policy was adopted by action of the Mayor and City Council on May 18, 2021.

3.9 **Residency and Travel Time Requirements:** Persons holding certain positions of employment with the City shall, as a condition of employment, meet residency requirements.

- (1) **Residency — Appointed Officials:** The City Administrator ~~and Police Chief~~ shall reside within the City of La Vista or the zoning jurisdiction of the City of La Vista.
- (2) **Travel Time — Appointed Officials:** The Public Works Director and Police Chief shall reside within ~~twenty (20) minutes travel time by motor vehicle to the public works facility. a reasonable travel time distance to the City of La Vista. - Residency within the zoning jurisdiction of the City of La Vista shall in all cases satisfy the requirements of this policy.~~ The City Administrator shall make the determination of distances and locations that are within the radius of the allowed travel time to provide exceptional service, taking into account all then existing facts and circumstances of the particular case.
- (3) **New Hires & Transfers:** The City Administrator may establish a period of time up to a maximum of 24 months from the date of hire/transfer/promotion for an employee to comply with the residency and travel time requirements as provided herein.

3.10 **Outside Employment:** Employees of the City of La Vista may obtain outside employment if the outside employment does not conflict with the employee's normal working hours for the City, the employee's efficiency in his/her City work performance is not affected, and there is no conflict with the interest of the City. The employee shall advise his/her City department head of the nature of the outside employment, hours involved, and any other appropriate information requested. In any situation in which an extra City duty or extra City work hours are necessitated by an employee's position with the City, City work will take priority over the employee's outside employment.

The following activities, although not all-inclusive, are considered to be in conflict or incompatible with City employment:

- (1) Any employment, enterprise or activity which involves the use for private gain of the City's time, facilities, equipment or supplies, or the prestige or influence of a City office or equipment. This provision shall not apply to police-related off-duty employment of uniformed police officers in accordance with established policy.
- (2) Any activity which involves receipt or acceptance by an employee of any money or other consideration from anyone other than the City for the performance of an act or service which the employee is required or expected to render in the regular course of his/her City employment or his/her duty as a City employee.
- (3) Any outside activity which involves performance of a task or activity which may later be subject to the control, inspection, review or enforcement by the employee or the City department by which he/she is employed.

- (4) Any outside activity consisting of a business partnership between employees in the same City department.
- (5) Any activity which involves so much of the employee's time that it impairs his/her attendance or efficiency in the performance of his/her duties as a City employee.

The City Administrator shall make the final determination as to whether a specific activity is prohibited.

3.11 Appearance and Conduct: Employees of the City of La Vista shall:

- (1) Maintain a clean, well-groomed appearance in keeping with their positions and conducive to good public relations. Department heads shall develop, for their respective departments, requirements related to dress, personal appearance and hygiene.
- (2) Treat their supervisors with appropriate respect for the positions they hold and carry out all lawful directives and instructions to the best of their abilities without delay or argument.
- (3) Serve the public in a courteous, impartial, business-like manner and conduct themselves respectfully during work hours and in the performance of their duties. Rudeness or discourtesy toward members of the public is prohibited.
- (4) Be ethical, impartial, just and honorable in all their relations with each other. Employees shall not make false reports or gossip to the discredit or injury of another City employee or concerning City matters. Employees shall not act in a manner calculated to create any disturbance or dissension within City departments, including fighting.
- (5) Not consume, be under the influence of, or have in their possession while on duty, any alcoholic beverage or controlled substance (excluding prescription medicines being taken as directed by a physician).
- (6) Not harass, threaten or seek to intimidate or bully fellow employees or members of the public. The City will not tolerate any behavior toward fellow employees or members of the public that threatens physical or bodily harm or injury, harmful or offensive bodily contact or damage to public or private property. (This will not be interpreted to prohibit the use of or threat to use lawful and appropriate force in appropriate circumstances by members of the La Vista Police Department as may be allowed by Police Department rules and policies.)
- (7)
 - (A) Not at any time, while on City property or within City buildings or facilities, possess any firearm or other weapon on their persons (or in any package, container or vehicle that is in their possession or custody or under their control).
 - (B) Not at any time while on duty for the City, at any location, possess any firearm or other weapon on their persons (or in any package, container or vehicle that is in their possession or custody or under their control).

- (C) As used in the two preceding subparagraphs, “weapon” shall include but not be limited to any knife with a blade longer than three inches that is not the property of the City.
- (D) This prohibition on possession of weapons shall not apply to (a) City police officer to the extent he or she is required or ordered to carry firearms or other weapons as part of the duties and responsibilities of his or her employment by the City, or (b) City employee to the extent he or she is granted permission by his or her Department Head to possess a specific item while on duty. Example: The Department Head may grant a maintenance worker permission to carry in plain view a sheath knife having a blade longer than 3 inches in length for use in performing the maintenance worker’s job duties, or (c) Qualified active and retired law enforcement when they meet all requirement of the Federal H.R. 218 “Law Enforcement Officer Safety Act”.

Violation of any of the rules set forth in this Manual with respect to employee conduct or behavior may result in disciplinary action up to and including termination of employment.

- 3.12 **Attendance:** Employees shall be in attendance at their assigned places of work in accordance with the policies or their particular assignments regarding hours of work, holidays and leave. If an employee, for some unavoidable reason, cannot report for work, he/she shall notify his/her supervisor or department head as soon as possible. Except in unavoidable circumstances, such notice is required prior to the time the employee is scheduled to commence work, and absences from work are to be reported via an employee’s time off request submission in the timekeeping system . Noncompliance with these policies may result in disciplinary action.
- 3.13 **Hours of Work:** The normal work week is five (5) days of work, eight (8) hours per day for all employees except those of the Police Department. The FOP contract references the procedure by which the City establishes the normal work week for the Police Department. Each department shall establish and post work schedules for its employees in accordance with the needs of the department. Employees are subject to call out (i.e., being called in to work while off duty) as circumstances warrant. An employee’s failure to report when so called out may result in disciplinary action. Each department head shall advise the City Administrator of the department’s work schedule.
- 3.14 **Repair and Use of City Property:** Any employee of the City of La Vista found to be responsible for damage to or loss of City property through negligence or abuse shall be subject to disciplinary action and may be required to reimburse the City for such damages or loss. No City equipment, materials or supplies shall be removed from the City’s possession without the approval of the supervisor, department head or City Administrator.
- 3.15 **Use of City-Owned Vehicles:** Department heads and other employees as designated by the City Administrator shall be allowed to use city owned vehicles as transportation to their homes from their places of work in addition to use during normal duty hours. As an essential job function, employees may also be required to operate/drive city-owned motor vehicles during normal duty hours. Such vehicles shall not be used for other than official city business. They shall be kept clean and driven in a manner so as to conform with existing traffic regulations and not bring discredit upon the city.

Operators of city owned vehicles must possess a valid, current operators' license in accordance with state laws. The City may establish procedures to routinely inspect such licenses. Operators are expected to drive safely and observe all traffic laws. Seat belts must be worn by employees at all times while driving a City vehicle, while a passenger in a City vehicle, or while conducting City business utilizing a vehicle. Employees who receive a traffic ticket while conducting City business will be responsible for paying any associated fine and may be subject to disciplinary action.

Employees who have an accident with a city-owned vehicle shall first notify a law enforcement agency and then their supervisor or department head. This shall be done regardless of how minor the accident may be.

The City Administrator or his/her designee will review the ability of an employee to operate a city-owned motor vehicle if an employee has been involved in two or more traffic accidents and/or has received two or more moving violations while operating a city-owned vehicle within a twelve month time frame. The review may result in disciplinary action which may include but is not limited to driver's safety training, suspension from use of city-owned vehicles, suspension from work or demotion.

If driving a City vehicle is part of an employee's job duties for the City, the employee may be subject to disciplinary or other job action – such as termination of employment or transfer to a vacant position (with any applicable pay reduction) – if the City's insurer advises the City that the City will no longer have insurance coverage for accidents involving a vehicle operated by the employee.

- 3.16 **Safety:** Department heads shall ensure that safety rules and regulations are posted properly and that all employees of the department are trained to work safely. Designated City personnel shall periodically conduct safety inspections of work sites to detect hazardous areas or practices for correction as appropriate. A record of such inspections and results thereof shall be maintained by the department head.

Employees are expected to know and observe prudent safety precautions at all times, to wear required Personal Protective Equipment, to observe all posted safety rules and regulations and to keep the work place neat and clean.

- (1) **Safety Committee(s):** In accordance with Sections 48-443 through 48-445 of the Nebraska Revised Statutes, the City has established one or more Safety Committees consisting of management and non-management personnel. The duties of the committee(s) shall be in accordance with the cited Nebraska statutes and the rules and regulations promulgated thereunder by the Nebraska Department of Labor (Title 230, Chapter 6, of the Nebraska Administrative Code).
- 3.17 **Reporting Accidents and Injuries:** Employees shall report all accidents and injuries to their supervisors or department heads as soon as possible after the accident. Injuries of a minor first-aid nature may be treated at the work site or department office, but must be reported. Rescue squad services shall be used to transport employees to a hospital if the accident or injury results in the incapacitation of the employee. Within twenty-four (24) hours of any accident or incident the City employee or his/her supervisor shall file an accident-injury report with the City Clerk and Human

Resources Department. As stated in 3.14, employees involved in an accident with a city-owned vehicle must notify a law enforcement agency and their supervisor or department head, regardless of how minor an accident may be.

- 3.18 **Selling and Peddling:** No peddling, solicitation or sales for charitable purposes or other reason shall be allowed among or by City employees during working hours unless approved by the City Administrator.
- 3.19 **Conflict of Interest:** No employee shall engage in any activity or enterprise which conflicts with his/her duties as a City employee or with the duties, functions and responsibilities of the department in which he/she is employed or volunteers.

No employee of the City shall have any financial interest in the profits of any contract, service or other work performed by or for the City; nor personally profit directly or indirectly from any contract, purchase, sale or service between the City and any person or company; nor personally or as an agent provide any surety, bail or bond required by law or subject to the approval of the City Council. No officer or employee shall accept any free or preferred service, benefit, or concession from any person or company, other than a service, benefit or concession offered to members of the public-at-large. Violation of any of these provisions may result in disciplinary action.

- 3.20 **Maintenance of Records:** The City Administrator shall be responsible for maintaining records concerning each employee, to include pertinent personnel data such as name, address, telephone number, title of position held, the department to which assigned, current pay rate and changes in employment status and performance evaluations. Records shall also include information relative to completion of training schools, professional and technical courses, accomplishment of work, conformance to expected standards, awards and such other information as shall be deemed appropriate. Each employee shall be advised as to the content of his/her record upon request.

Personnel records shall be treated as confidential information not to be released without signed authorization of the employee except as required by law. However, internal release and use of personnel records by authorized offices and officers of the City is permitted.

- 3.21 **Reporting Changes in Name, Address and Dependents:** Employees shall report to their department head in writing any change of name and any change of dependents. Also, to be reported for tax and insurance purposes are any changes in address, telephone number or information which will have an impact on the personnel record of the employee. Department heads shall, in turn, notify the Human Resources Department of such changes.
- 3.22 **Promotion:** Insofar as determined by the City Administrator to be consistent with the City's interest, higher positions in a given department will be filled by promotions from among the lower ranks of employees within the same department. The factors in determining promotions will include, but not be limited to: competitive promotional examination where applicable, efficiency of service, education, experience and commitment to the City. This practice is observed so that both employees and the public will regard City service as a career; efficiency and ability will be recognized and turnover of personnel will be minimized.

- 3.23 **Transfer:** City employees shall have the privilege of requesting a transfer to another department whenever there is an existing vacancy for which they are qualified. The City Administrator will determine which employees are qualified for the vacancy and ascertain whether they are available for temporary or permanent transfer by consulting with the department head and receiving his/her recommendation based on the needs of the department. In all cases, needs of the department and of the City will prevail.
- 3.24 **Equal Employment Opportunity:** The City of La Vista is an equal opportunity employer. Unlawful discrimination on the basis of race, color, sex, national origin, religion, political affiliation, age, genetic information, marital status, sexual orientation, or gender identity with respect to terms and conditions of employment, including but not limited to recruitment, selection, hiring, promotion, demotion, lay off, recall, transfer and dismissal is prohibited. Discrimination on the basis of disability is also prohibited, except where the applicant or employee is unable to perform the essential functions of the position with or without reasonable accommodation, where a requested or necessary accommodation would impose an undue hardship on the City's operations or where a direct threat to health or safety would otherwise be presented.
- 3.25 **Employee Suggestions:** Employee and volunteer suggestions for improvement of City services are encouraged. The City Administrator and department heads shall take action to encourage and facilitate employee and volunteer suggestions. Suggestions submitted at the department level will be forwarded to the City Administrator by the department head. All signed, written suggestions shall receive a reply.
- 3.26 **Harassment Prohibited:**
- (1) The following policy is written primarily in terms of "sexual harassment." However, harassment of employees on the basis of or because of race, color, religion, age (age 40 or older), national origin, disability, genetic information, marital status, sexual orientation or gender identity is similarly unlawful and prohibited by the City. The following policy and procedures will be deemed to prohibit and apply to all such forms and bases of harassment.
 - (2) Sexual harassment in the workplace is unlawful and will not be tolerated by the City. Sexual harassment can fall into one or both of two categories: "quid pro quo" harassment (one thing in exchange of another) and "hostile environment" harassment.

"Quid pro quo" sexual harassment typically involves a supervisor using his or her supervisory authority to obtain sexual favors from an employee in exchange for the granting of favorable on-the-job treatment. "Hostile environment" sexual harassment most often arises when an employee is subjected to an intimidating, hostile or offensive work environment because of offensive sexually-based or sexually-oriented physical or verbal conduct. It is important to understand that "hostile environment" harassment includes harassment "because of" sex or gender, even if the harassing behavior itself is not in any way related to sex or sexuality. Similarly, harassing behavior toward a member of one race "because of" that person's race is prohibited, even if the "content" of the harassing behavior itself is not in any way related to race.
 - (3) Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature are considered sexual harassment (a) when submission to such conduct is made a

condition of an individual's employment; (b) when an individual's submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or (c) when such conduct has the purpose and/or the effect of unreasonably interfering with an individual's work performance through the creation of an intimidating, hostile or offensive working environment.

Anything that a reasonable person may perceive to be sexually (or racially, etc.) offensive may be unlawful harassment. Examples include (but are not limited to): offensive or vulgar jokes or language; inappropriate physical contact; comments, questions or innuendoes of a sexual nature; and the display of "pin-ups" or sexually-oriented pictures.

- (4) Employees who believe themselves to be victims of sexual or other unlawful harassment or who are aware of such harassment should immediately report such incidents to a supervisor or the Human Resources Director. An employee victim of harassment may discuss the offensive conduct with the offender(s) before reporting it to management, but is not required to do so. Further, the employee victim may make a complaint directly to the City Administrator or Mayor, if necessary to permit the employee to avoid having to discuss the matter with the offender(s).

The City will promptly and thoroughly investigate complaints or reports of sexual (or other) harassment. When warranted by the investigation, the City will take immediate and appropriate corrective action. Such action may include disciplinary action against the offender(s), which may range up to and include dismissal from employment, depending upon the severity of the conduct as assessed by the City. To the extent lawful and realistically feasible, the City will endeavor to handle harassment complaints in a manner that is as discreet and confidential as the circumstances allow; however, because of the nature of such situations, absolute confidentiality cannot be guaranteed.

- (5) No retaliation will be permitted against an employee who in good faith registers a complaint or reports a sexual (or other prohibited) harassment incident, or against any employee who in good faith provides testimony as a witness or who otherwise provides assistance to any complaining or reporting employee, or who in good faith provides assistance to the City in connection with the investigation of any complaint or report of harassment.
- (6) After the City has taken appropriate corrective action to resolve a complaint or report of harassment, the City may make follow-up inquiries after an appropriate interval to ensure that the harassment has not resumed and retaliation has not been suffered. However, victims and witnesses are not required to wait for follow-up. If harassment resumes or retaliation occurs, the victim or witness is encouraged to contact his/her supervisor, or the City Administrator, or any other appropriate City representative or official immediately, that the City might promptly and effectively act.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 7, 2023 AGENDA**

Subject:	Type:	Submitted By:
FIRST AMENDMENT INTERLOCAL AGREEMENT: LAW ENFORCEMENT TRAINING ACADEMY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	D. J. BARCAL ACTING CHIEF OF POLICE

SYNOPSIS

A resolution has been prepared to approve the First Amendment to the Interlocal Cooperation Agreement with the cities of Bellevue and Papillion, and Douglas and Sarpy Counties, for the addition of Metropolitan Community College (MCC) to the law enforcement training academy.

FISCAL IMPACT

No impact for the FY23/FY24 biennial budget.

RECOMMENDATION

Approval.

BACKGROUND

With the creation of a joint Sarpy-Douglas Law Enforcement Academy (SDLEA) in April 2017, recruits have been trained in the metro area by personnel from the five agencies. Classroom space has been made available at all five agency locations. Other necessary venues, such as a driving track and firearms training sites, are also included. Recruits commute daily.

At the time of the agreement an advisory board was formed comprised of the chief law enforcement officer for each of the five (5) participating agencies.

On October 24, 2023 the SDLEA Advisory Board voted unanimously to add MCC to the academy. MCC's portion of the tuition will be waived in lieu of providing the classroom/administration office. MCC will be providing Director Wagner with a vehicle. La Vista will still be the fiscal administrator for the SDLEA and Director Wagner will report to the La Vista Chief of Police.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT WITH BELLEVUE, DOUGLAS COUNTY, PAPILLION AND SARPY COUNTY, NEBRASKA, TO ADD THE METROPOLITAN COMMUNITY COLLEGE AS A PARTY AND SIGNATORY TO THE INTERLOCAL COOPERATION AGREEMENT, AND AS A MEMBER OF THE SDLEA.

WHEREAS, the cities of La Vista, Sarpy County, Nebraska; Bellevue, Sarpy County, Nebraska; Papillion, Sarpy County, Nebraska; and Sarpy County, Nebraska, and Douglas County, Nebraska wish to improve the joint Sarpy-Douglas Law Enforcement training academy (SDLEA) through with the addition of Metropolitan Community College (MCC); and,

NOW THEREFORE BE IT RESOLVED that the City Council of La Vista, Nebraska, hereby authorize the execution of the First Amendment Interlocal Cooperation Agreement with Bellevue, Douglas County, Papillion, and Sarpy County, Nebraska to add the Metropolitan Community College as a party and signatory to the Interlocal Cooperation Agreement, and as a member of the SDLEA.

PASSED AND APPROVED THIS 7TH DAY OF NOVEMBER 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into as of this 16th day of May, 2017, by and between the cities of Bellevue, Nebraska; La Vista, Nebraska; Papillion, Nebraska; Sarpy County, Nebraska; and Douglas County, Nebraska, on behalf of the law enforcement agency of each Party; herein collectively referred to as "Participating Agencies" or "Agencies". Each Participating Agency is a duly existing body, corporate, and politic in accordance with and by virtue of the laws of the State of Nebraska.

WHEREAS, the Participating Agencies wish to improve and otherwise provide for the training of law enforcement officers of each of the Participating Agencies by creating a law enforcement training academy; and,

WHEREAS, the Participating Agencies have not only common goals, staffing needs, training needs and other needs in common in the area of law enforcement, but also overlapping demands for Police responses; and,

WHEREAS, each of the Participating Agencies have expressed a desire to enhance local control and a more consistent training availability schedule; and,

WHEREAS, the Participating Agencies have long recognized that mutual aid and law enforcement training can be enhanced and made more flexible and effective by cooperation; and,

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS;

1. Definitions: As used herein the following terms shall have the following meanings:
 - a. "Sarpy-Douglas Law Enforcement Academy Advisory Board," "Advisory Board," or "Board" shall mean the five member board comprised of the chief law enforcement officer of each Participating Agency, or his or her designee, who shall be responsible for administering this cooperative undertaking.
 - b. "Participating Agencies," "Agencies," or "Parties" shall mean the parties signatory hereto, and "Participating Agency," "Agency," or "Party" shall mean any one of the Participating Agencies, Agencies, or Parties.
 - c. "Sarpy-Douglas Law Enforcement Academy," "Academy," or "SDLEA" shall mean the training program developed and agreed to by the Participating Agencies to deliver basic police certification.
 - d. "Recruit" shall mean a full-time or part-time paid law enforcement trainee in the employ of a Participating Agency.

- e. "Fiscal Agent" shall mean the entity responsible for managing the budget, receipts, and expenditures of the Academy, or otherwise performing any specified duties, under this Agreement.
 - f. "Fiscal Agent Governing Body" shall mean the governing body of the Fiscal Agent.
 - g. "Super majority" shall mean two-thirds of the members of the Advisory Board.
 - h. "Authorized Representative" shall mean the Bellevue Chief of Police, the La Vista Chief of Police, the Papillion Chief of Police, the Douglas County Sheriff and the Sarpy County Sheriff.
2. Authority: The authority of the Participating Agencies entering into this Agreement is that authority granted by law, including without limitation the general powers of each Agency, the Nebraska Interlocal Cooperation Act, Article 8 of Chapter 13, Neb. Rev. Stat §13-801 through 13-827 (1943) (Reissue 2012); and the authority granted under Neb. Rev. Stat. Sections 29-215 and 81-1401 et seq.
3. Purpose: The purpose of this Agreement is to formally establish a law enforcement certification training academy to deliver the State of Nebraska basic curriculum for law enforcement officers.
4. Sarpy-Douglas Law Enforcement Academy Advisory Board. This Agreement shall be administered by an Advisory Board consisting of the chief law enforcement officer of each Participating Agency, or his or her designee. The Advisory Board members shall be responsible for the overall policies and administration of this Agreement. The governing board shall be known as the Sarpy-Douglas Law Enforcement Academy Advisory Board. The Advisory Board shall generally provide operational governance of the Academy. The Board shall make any and all decisions based on the concurrence of at least a majority of the Board members after providing an opportunity for all Board members, to be involved in any and all such decisions. A Board member shall be deemed to have an opportunity to be involved in a decision if given a minimum of 14 days advance notice of the meeting and matter to be considered. The Sarpy-Douglas Law Enforcement Academy Advisory Board shall meet at least four times each year, with such additional meetings held as often as its members deem advisable. The Advisory Board shall annually in the month of September, from among themselves, elect a chairperson on a rotating basis. The Board shall establish and implement rules and procedures not inconsistent with the terms of this Agreement for implementation hereof.

The Advisory Board periodically will establish, evaluate and adjust the goals of the Academy as it determines advisable and in accordance with this Agreement. The Advisory Board is the final authority for developing, coordinating, disseminating, and implementing Sarpy-Douglas Law Enforcement Academy policy, except if otherwise determined by unanimous agreement of the governing bodies of the Participating Agencies.

5. Sarpy-Douglas Law Enforcement Academy: It is hereby formally established that the Participating Agencies form a law enforcement basic training police academy known as the Sarpy-Douglas Law Enforcement Academy (SDLEA).

- a. Coordinator and Instructors. The Sarpy-Douglas Law Enforcement Academy shall consist of:

Sarpy-Douglas Law Enforcement Academy Training Coordinator: The City of La Vista will select and hire a Training Coordinator. The Training Coordinator shall be employed by the City of La Vista and shall be directly supervised by the La Vista Chief of Police or his/her designee from the La Vista Police Department. Recommendations or concerns regarding employment matters, including performance and/or duties, of the Training Coordinator from Sarpy-Douglas Law Enforcement Academy Advisory Board members shall be communicated to the La Vista Chief of Police. The City of La Vista shall have full authority and make any final determinations on all matters concerning the employment of the Training Coordinator.

Instructor Specialists: The Sarpy-Douglas Law Enforcement Academy Advisory Board will select, develop, and support the necessary Instructor Specialists from among the employees of the Participating Agencies. Each member of the Advisory Board shall maintain a list of staff members from his/her agency who are certified to teach the various components of Training Academy instruction. Instructor Specialists will be utilized by the SDLEA on an as-needed basis for specific training sessions.

- Instructor Specialists will possess content-area competency as mandated and approved by the Nebraska Police Standards Advisory Council.
- Each of the Participating Agencies agrees to make available from the Agency's employees and assign, if selected, Instructor Specialists to instruct a minimum of twenty percent (20%) of the course of study for every Academy session, unless otherwise approved in advance by the Advisory Board and regardless of whether the Participating Agency has a law enforcement recruit enrolled. Salary, benefits, and supervision of Instructor Specialists employed by a Participating Agency remain the responsibility of the individual Participating Agency while said employee is assigned as an Academy Instructor Specialist.
- Within thirty days of the announcement of an Academy session, each Participating Agency shall submit to the Training Coordinator a list of Instructor Specialists available to teach during the specific Academy session. The Training Coordinator shall select and schedule Instructor Specialists from these lists for each Academy session in cooperation with each Participating Agency and in accordance with the terms of this Agreement. Participating Agencies shall have at least thirty (30) days advance notice of the Instructor Specialist schedule for each Academy session.

- Participating Agencies agree to assign, if needed, an Instructor Specialist for the entire duration of a training academy class the Participating Agency has a law enforcement recruit enrolled.
 - The Sarpy-Douglas Law Enforcement Academy Advisory Board and all Participating Agencies agree to support the ongoing training and development of Instructor Specialists in order to enhance individual expertise. Expenses for instructor development are the sole responsibility of the Participating Agency.
- b. Sarpy-Douglas Law Enforcement Academy Location and Facilities: The location and facilities used by the Participating Agencies of the SDLEA shall be determined and agreed upon by the Advisory Board. Each Participating Agency shall make classroom space available for an academy session. Any additional resources that require an expenditure will be procured and payment coordinated by the Academy Training Coordinator and Fiscal Agent (for example, range, driving track, other)
- c. SDLEA Budget: The Training Coordinator shall develop and submit a proposed Budget to the Fiscal Agent by May 1st of each calendar year. Annual Participating Agency contributions necessary to fund the SDLEA Budget will be divided among the Participating Agencies. The budget and contribution amounts will be determined each year by the Sarpy-Douglas Law Enforcement Academy Advisory Board and approved by the Fiscal Agent governing body according to the due dates set out in the Fiscal Agents budget schedule for that succeeding fiscal year based on the amount in the budget not covered by training fees. By April 1 of each year, a budget reconciliation calculation will be determined based on final prior fiscal year actual results compared to the SDLEA Budget for the year. Adjustments for any excess or shortfall will be carried out in the manner described in subsection "iii" below. Each Participating Agency's contribution to the SDLEA Budget for a budget year will be submitted to the Fiscal Agent by October 30 of such year. The Fiscal Agent will use such funds during the year to pay or reimburse shared expenses connected with the Academy. The Advisory Board will approve the budget Participating Agencies pay contributions to the Fiscal Agent.
- i. The Budget will not include the cost of classroom space provided at a Participating Agency for training or personnel assigned by a Participating Agency to the SDLEA. The Budget will reflect only the cost of shared expenses including but not limited to: compensation, benefits, insurance, payroll taxes, and all other personnel or other costs arising out of the employment of the Training Coordinator, equipment, office supplies, props, postage, instructional media, curriculum, and reference materials.
 - ii. Except for the Training Coordinator, each Participating Agency will be responsible for the personnel costs and obligations associated with the staff it assigns to the program, including base salary, overtime salary, and fringe benefits, Workers' Compensation, retirement, etc.

- iii. The City of La Vista will serve as the Fiscal Agent for the SDLEA. Participating Agencies shall remit their share of the budget to the Fiscal Agent in accordance with this Section. Expenses incurred for the SDLEA will be paid by the Fiscal Agent. The Budget year shall be from October 1 to September 30 of each fiscal year. Each Participating Agency will include its share of training costs in its respective annual budget request and will seek governing body approval of the same. The Fiscal Agent, starting with the proposed budget prepared by the Training Coordinator, shall prepare an annual budget and submit it to the Advisory Board no later than July 1st of each year. On or before August 1st of each year the budget and contribution to shared expenses of each Participating Agency shall be approved by a super majority vote of the Advisory Board members. Monies remaining at the end of a budget year will be carried forward to pay shared expenses of future budget years. Any shortfall with respect to any budget year will be remedied by increasing required contributions of Participating Agencies for the following budget year.
 - d. Training Fees: Each of the Participating Agencies shall be responsible for all fees payable to the Nebraska Law Enforcement Training Center for peace officer certification of such Participating Agency. Additionally, every Participating Agency shall pay a training fee as established by a super majority vote of the Advisory Board to the Fiscal Agent of the SDLEA for every law enforcement recruit the Participating Agency enrolls in a Recruit Class. The fee shall be used by the Fiscal Agent to offset expenses incurred with the Recruit Class.
 - e. Grants: Grant funds will be sought by the Training Coordinator and if/when awarded will be deposited with and used by the Fiscal Agent to pay or reimburse costs of the Academy. Grants will be figured in the annual budget reconciliation.
 - f. Policies and Procedures. SDLEA policies and procedures will be approved by the Sarpy-Douglas Law Enforcement Academy Advisory Board before any training is performed under the terms of this Agreement. The SDLEA policies and procedures may be amended from time to time by approval of a majority of the Sarpy-Douglas Law Enforcement Academy Advisory Board.
 - g. Annual Report. The SDLEA shall prepare and submit an annual report to the governing bodies detailing the operation of the training program, officers enrolled, certified and employed by the respective Participating Agencies and cost associated therein.
6. Dispute Resolution Process: In the event of a dispute arising under this agreement, the matter shall be referred to the Sarpy-Douglas Law Enforcement Academy Advisory Board for resolution. Any dispute which, in the judgment of a Party to this Agreement, involves or may affect the performance of such Party shall be reduced to writing and delivered to the each member of the Sarpy-Douglas Law

Enforcement Academy Advisory Board. As soon as possible thereafter, the Board shall schedule a face to face meeting with the authorized representative (or designee) of the Party and attempt to resolve the dispute in a satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within ten (10) business days after service of the written statement of dispute. The Advisory Board shall issue a decision within 30 days after the meeting. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein.

7. Terms of Agreement: This Agreement shall be effective for a term of five (5) years beginning on October 1, 2017 and ending September 30, 2022. Except as provided in paragraph 20 of this Agreement, during the initial five year term, this Agreement may only be terminated upon the mutual agreement of all Participating Agencies. At the end of the initial five year term, the agreement shall automatically renew for two (2) additional one year terms unless any Party to the Agreement gives written notice by April 1 prior to the effective date of the termination to the other participating agencies as to its desire to withdraw or terminate or amend the Agreement. During a renewal period, the Agreement may be terminated at any time upon the mutual agreement of all Participating Agencies. Each Participating Agency shall retain title to any and all property, resources, and equipment brought into the Agreement by the Agency and upon termination shall remove and retake possession of such property. Any property, resources, or equipment purchased or donated on behalf of the participating agencies collectively, shall be disposed of upon termination in accordance with the policies and procedures of the Advisory Board then in effect. In the absence of such guidelines, residual assets shall be distributed to each Participating Agency in equal shares. A decision to withdraw will not relieve the withdrawing Participating Agency of liability incurred prior to withdrawal, including any responsibilities for funding for a fiscal year beginning prior to written notice.
8. Liability Insurance: Each of the Participating Agencies agrees to be self-insured or to carry liability insurance written on an "occurrence" basis (as distinguished from "claims made" basis) covering all law enforcement personnel assigned by each Agency under this Agreement and insuring against liability for bodily injury, personal injury and property damage, in an amount not less than the maximum liability of such Agency under applicable law. No Party represents in any way that the insurance specified herein, whether in scope of coverage or limits, is adequate or sufficient to protect any Party or its interests. Each Party is solely responsible to determine its need for and to procure additional coverage which may be needed in connection with this Agreement. The procuring of insurance as required by this Agreement shall not be construed to limit any Party's liability hereunder or to fulfill the indemnification provisions of this Agreement.
9. Miscellaneous.
 - a. Other Agreements: The cooperative program hereby established is cumulative to and not in lieu of specific agreements heretofore or hereafter entered into between any of the Participating Agencies in respect to other aspects of public safety.

- b. Implementing Action. This Agreement shall be subject to each Participating Agency taking formal action by ordinance or resolution of its governing body approving this Interlocal Cooperative Agreement. Each Participating Agency shall furnish the other Participating Agencies executed copies of such authorizing action.
- c. Employer or Partner. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts or omissions of any Party or any personnel, employees, agents, contractors, or servants of a Party, pursuant to this Agreement shall be undertaken as an independent contractor and not as an employee or agent of any other Party. The Parties each shall, except as provided herein, act on its own behalf and not as agent, employee, partner, joint venture or associate of any other Party. An employee or agent of a Party shall not be deemed or construed to be the employee or agent of any other Party for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of any other Party. The Parties shall not provide any insurance coverage to any other Party or the employees of any other Party including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters with respect to its employees. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska with respect to the employees of a Party and any and all claims whatsoever on behalf of any such employee arising out of employment or alleged employment, including without limitation claims of discrimination shall in no way be the responsibility of any other Party. No Party shall have any authority to bind any other Party by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each Party shall be in its own name and not in the name of any other Party, unless otherwise provided herein. Notwithstanding anything in this Section to the contrary, a Party shall be responsible for any claims, costs or expenses proximately caused by the negligence of such Party or any officers, employees or agents of such Party.
10. Mutual Non-Discrimination Clause. In accordance with Neb. Rev. Stat. § 48-1122, each Party agrees that neither it nor any of its subcontractors or agents shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, because of age, color, disability, genetic information, marital status, military status, national origin, pregnancy, race religion, sex, or any other prohibited basis of discrimination
11. Entire Agreement. This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by any Party other than those that are expressly set forth herein. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior

course of dealings. No agent, employee or other representative of any Party is empowered to alter any of the terms hereof except as provided herein.

12. Amendments/Modification. This Agreement may be modified only by written amendment, approved by the governing bodies and duly executed by authorized officials of all 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.
13. Assignment. None of the Parties may assign its rights under this Agreement without the express prior written consent of all other Parties. An assignment without such prior written consent shall be a material breach of this Agreement.
14. Termination by Material Breach or by Agreement. Termination by Material Breach. A Party shall have the option to terminate this Agreement with respect to any other Party that commits a material breach of this Agreement. A Party seeking to terminate this Agreement for a material breach of another Party, shall notify the Participants in writing specifying the alleged breach and provide the breaching Party a minimum time of not less than thirty (30) days to cure the alleged breach. However, if the nature of the material breach is such that more than thirty (30) days are reasonably required for its cure, the breaching Party shall be in compliance with this provision if the breaching Party commences to cure within the thirty (30) day period, and thereafter diligently pursues such cure to completion. Unless a longer period of time is authorized, the termination shall be final and become effective at the end of a transition period of one hundred twenty (120) days following the failure to cure within the specified cure period (hereinafter referred to as "Termination Transition Period"), as extended; provided, however, the Termination Transition Period shall be extended (a) as the Participants deem necessary or appropriate in the interests of public safety, or (b) until one hundred twenty (120) days after final determination of any lawsuit, including appeals, affirming a termination pursuant to this Section 14. It is understood by the Participants, notwithstanding any termination or reason given therefore, that services and payments, if any, continue through the Termination Transition Period. Upon completion of the Termination Transition Period, the terminating Party's obligation for payment of its proportionate share under this Agreement shall terminate; provided, however, the terminating Party shall remain obligated for all payments owed under this Agreement.

Termination by Agreement. Unless terminated due to a material breach by a Party or the written consent of all Participants to terminate this Agreement, this Agreement shall not terminate before the end of the initial or any subsequent term.

15. Successors and Assigns Bound by Covenants. 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.
16. Waiver. The failure of a Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such

covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by a Party which it is not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

17. Severability. 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.
18. Indemnification. Each Party agrees to indemnify, defend, save and hold harmless, to the fullest extent allowed by law, each other Party, its officials, principals, officers, agents, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the negligent or wrongful acts or omissions of any Party's officials, principals, officers, agents, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from the performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including any loss of use resulting there from. The provisions of this section shall survive expiration or termination of this Agreement. These Indemnification provisions are not intended to waive a Party's sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.
19. No Third Party Rights. This Agreement is not intended to, nor shall it provide third parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that this Agreement's indemnification provision shall also inure to the benefit of a Party's employees, officers, agents and servants.
20. Authorized Representatives and Notice. In further consideration of the mutual covenants herein contained, the Parties hereto expressly agree that for purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following individuals shall be the authorized representatives of the Parties:

FOR DOUGLAS COUNTY
County Sheriff
Douglas County Sheriff's Office
3601 North 156th Street
Omaha, NE 68916
(402) 444-6641

FOR SARPY COUNTY
County Sheriff
Sarpy County Sheriff's Office
8335 Platteview Road
Papillion, NE 68046
(402) 593-2288

FOR CITY OF BELLEVUE
Chief of Police
Bellevue Police Department
1510 Wall Street
Bellevue, NE 68005
(402) 293-3100

FOR CITY OF LA VISTA
Chief of Police
La Vista Police Department
7701 South 96th Street
La Vista, NE 68128
(402) 331-1582

FOR CITY OF PAPILLION
Chief of Police
Papillion Police Department
1000 East 1st Street
Papillion, NE 68046
(402) 597-2035

Notice shall be in writing and shall be effective upon receipt by the authorized representative. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by facsimile with a signed return facsimile acknowledging receipt.

20. Unavailability of Funding language: Due to possible future reductions including but not limited County, State and/or Federal appropriations, a Party cannot guarantee the continued availability of funding for this Agreement, notwithstanding the consideration stated in this Agreement. In the event funds to finance this Agreement become unavailable either in full or in part due to such involuntary reduction in appropriations, a Party may terminate the Agreement or reduce the consideration upon notice in writing to the other Parties. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery, to the Authorized Representatives. A Party shall be the final authority as to the availability of its funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice as the date of service of the notice or the actual effective date of the County, State and/or Federal funding reduction, whichever is later. Provided, that reduction shall not apply to payments made for services satisfactorily completed prior to the effective date. In the event of a reduction of consideration, any other Party may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the other Parties.
21. Drug Free Policy. Parties assure each other that each has established and maintains a drug free workplace policy.
22. New Employee Work Eligibility Status (Neb. Rev. Stat. § 4-114). Each Party is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

23. Public Benefits. With regard to Neb.Rev.Stat. §§4-108-113, no Party is an individual or sole proprietorship. Therefore, no Party is subject to the public benefits attestation and related requirements of Neb.Rev.Stat. §§4-108-113.
24. Joint Work Product. This Agreement is the joint work product of the Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party by reason of document preparation.
25. Authority. Each of the persons signing below warrant and represent that they have the authority to enter into this Agreement and to bind the parties hereto.
26. No Separate Legal Entity. This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act, this Agreement shall be administered jointly by the Parties, in the event of a conflict, the majority decision of the Participating Agencies shall govern. This Agreement does not contemplate acquiring, holding or disposing of joint property nor does it contemplate the levying or collecting of any tax.
27. Multiple Counterparts: This agreement, involving numerous parties, may be executed in multiple counterparts each of which may bear the signatures of less than all of the parties hereto, and it shall be in full force and effect even if so executed.
28. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any section.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Agreement to be so executed by them and their duly authorized Officers, effective as of the day and year first above written.

ATTEST

CITY OF BELLEVUE, NEBRASKA

Aebuna Okumachit
City Clerk

[Signature]
(Mayor)

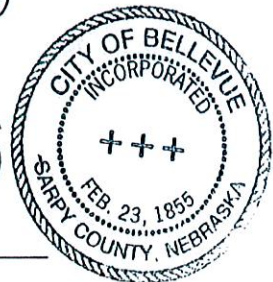
ATTEST

CITY OF LA VISTA, NEBRASKA

Ramelah Buehler
City Clerk



[Signature]
(Mayor)



ATTEST

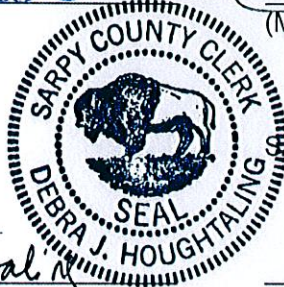


CITY OF PAPIILLION, NEBRASKA

Ricole Brown
City Clerk

[Signature]
(Mayor)

ATTEST



SARPY COUNTY, NEBRASKA

[Signature]
County Clerk

[Signature]
(Board Chairman)

4/25/17

ATTEST

DOUGLAS COUNTY, NEBRASKA

Daniel A. Enk
County Clerk

[Signature]
(Board Chairman)

APPROVED AS TO FORM:

[Signature]
Deputy County Attorney

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

This First Amendment to the Interlocal Cooperation Agreement entered into on or about April 8, 2017 (hereinafter “Interlocal Cooperation Agreement”), for the sole purpose of creating the Sarpy Douglas Law Enforcement Academy (hereinafter “SDLEA”) pursuant to the authority granted to the parties under Nebraska Revised Statute 13-801, *et seq.*, by and between Sarpy County, Nebraska (hereinafter “Sarpy”), Douglas County, Nebraska (hereinafter “Douglas”), the City of Bellevue, located in Sarpy County, Nebraska (hereinafter “Bellevue”), the City of Papillion, located in Sarpy County, Nebraska (hereinafter “Papillion”), the City of La Vista, Nebraska, located in Sarpy County, Nebraska (hereinafter “La Vista”) and referred to collectively as the Parties, is hereby amended for the sole purpose of adding the Metropolitan Community College Area, a body corporate and political subdivision of the state of Nebraska with presence in the counties of Dodge, Douglas, Sarpy, and Washington counties in Nebraska (“hereinafter “MCC”), as a party and signatory to the Interlocal Cooperation Agreement, and a member of the SDLEA.

WHEREAS, Sarpy, Douglas, Bellevue, Papillion and La Vista desire to amend the Interlocal Cooperation Agreement to add MCC as a party to the Interlocal Cooperation Agreement, and MCC desires to become a party to the Interlocal Cooperation Agreement.

It is mutually agreed between the parties that the following terms and conditions of the Interlocal Cooperation Agreement are hereby amended for the sole purpose of adding the Metropolitan Community College Area as a signatory and party to the Interlocal Cooperating Agreement and a member of the SDLEA to read as follows (deletions are stricken through and additions are underlined):

1. Definitions: As used herein the following terms shall have the following meanings:
 - a. “Sarpy-Douglas Law Enforcement Academy Advisory Board,” “Advisory Board,” or “Board” shall mean the six member board comprised of the chief law enforcement officer of each Participating Agency, or his or her designee, who shall be responsible for administering this cooperative undertaking.
 - h. “Authorized Representative” shall mean the Bellevue Chief of Police, the La Vista Chief of Police, the Papillion Chief of Police, the Douglas County Sheriff, the Sarpy County Sheriff, and the Metropolitan Community College Area Chief of Police.
20. Authorized Representatives and Notice. (The following shall be added to section 20 as the authorized representative for MCC)

METROPOLITAN COMMUNITY COLLEGE

Chief of Police

Metropolitan Community College

5300 North 30th Street

Omaha, NE 68111

All other terms and conditions of the Interlocal Cooperation Agreement shall remain unchanged and in full force and effect.

SARPY COUNTY SHERIFF'S OFFICE:

COUNTY OF SARPY, NEBRASKA,
A Nebraska Political Subdivision

By: _____
Sarpy County Board Chair

Date: _____

Attest:

Deb Houghtaling, County Clerk

Approved as to Form:

Chief Deputy Sarpy County Attorney

COUNTY OF DOUGLAS, NEBRASKA,
A Nebraska Political Subdivision

By: _____
Douglas County Board Chair

Date: _____

Attest:

County Clerk

Approved as to Form:

Douglas County Attorney

PAPILLION POLICE DEPARTMENT:

CITY OF PAPILLION, NEBRASKA
A municipal corporation and Nebraska Political Subdivision

By: _____
David P. Black, Mayor

Date: _____

Attest:

City Clerk

LA VISTA POLICE DEPARTMENT:

CITY OF LA VISTA, NEBRASKA
A municipal corporation and Nebraska Political Subdivision

By: _____
Douglas Kindig, Mayor

Date: _____

Attest:

Pamela A. Buethe, City Clerk

BELLEVUE POLICE DEPARTMENT:

CITY OF BELLEVUE, NEBRASKA
A municipal corporation and Nebraska Political Subdivision

By: _____
Rusty Hike, Mayor

Date: _____

Attest:

City Clerk

METROPOLITAN COMMUNITY COLLEGE AREA

A body corporate and political subdivision of the State of
Nebraska

By: _____
Randy Schmailzl, College President

Date: _____

Approved as to Form:

MCC General Counsel