

LA VISTA CITY COUNCIL MEETING AGENDA
October 15, 2024
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**
- **Presentation: Mayor’s Award**

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 1, 2024 City Council Meeting**
3. **Request for Payment – Mackie Construction – Construction Services – Lot 12 LVCC Parking Lot – \$207,991.85**
4. **Request for Payment – Alvine and Associates, Inc. – Professional Services – Central Park Lighting – \$2,250.00**
5. **Request for Payment – DLR Group – Professional Services – City Centre Surface Parking Lot – \$10,836.00**
6. **Request for Payment – NL & L Concrete, Inc – Construction Services – East La Vista Sewer and Pavement Rehabilitation – \$1,079,419.23**
7. **Request for Payment – Olsson, Inc – Professional Services – City Park Pavilion Testing – \$900.00**
8. **Request for Payment – Olsson, Inc – Professional Services – City Park Pavilion Testing – \$900.00**
9. **Request for Payment – TitleCore National – Professional Services – \$1,100.00**
10. **Request for Payment – Kissel, Kohout, ES Associates LLC – Professional Services – Legislative - \$10,812.55**
11. **Request for Payment – BCDM Architects – Professional Services – Library Renovation – \$3,000.00**
12. **Request for Payment – Benesch – Professional Services – Giles Road Widening – \$39,439.40**
13. **Request for Payment – Western Engineering Co. – Professional Services – 2024 Overlay Project – Granville East – \$39,236.68**
14. **Request for Payment – Thompson Dreessen & Dorner, Inc. – Professional Services – Central Park Improvements – \$919.60**
15. **Request for Payment – Thompson Dreessen & Dorner, Inc. – Professional Services – Central Park Improvements – \$40,162.50**
16. **Resolution – Authorize Payment – Salt Storage Facility Repair**
17. **Resolution – Authorize Payment – Welder Replacement**
18. **Resolution – Authorize Payment – Public Works Truck Repair**
19. **Approval of Claims**

B. Reports from City Administrator and Department Heads

B. Zoning Text Amendments – Sections 5.17 & The Gateway Corridor District Design Guideline Booklet

1. **Public Hearing**
2. **Ordinance – Approve Zoning Text Amendments**

C. Comprehensive Plan Amendment – Annexation Section – Chapter 3

1. **Public Hearing**
2. **Ordinance**

D. Amend Various Sections of the La Vista Municipal Code

1. **Ordinance – Amend Sections 30.15, 30.43, 30.46**
2. **Ordinance – Amend Sections 31.01, 31.04, 31.23, 31.30**
3. **Ordinance – Amend Sections 35.02, 35.50**
4. **Ordinance – Amend Sections 73.01, 73.02, 73.38, 73.42**
5. **Ordinance – Amend Section 150.70**

E. Ordinance – Amend Compensation Ordinance

F. Ordinance – Amend Master Fee Ordinance

- G. Resolution – Authorize Municipality Financial Agreement – Nebraska Department of Transportation – Harrison Street Bridge**
- H. Resolution – Approve Plans & Specifications and Authorize SID 237 – Portal Ridge Bank Stabilization North and South**
- I. Resolution – Authorize Request for Proposals – Printing & Mailing Services**
- J. Resolution – Authorize Purchase – Citizen Reporting Software**
- K. Resolution – Authorize Purchase – Gym Wall Pads**
- L. Resolution – Authorize Purchase – Wheel Loader**
- Comments from the Floor**
- Comments from Mayor and Council**
- Adjournment**

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

LA VISTA CITY COUNCIL MEETING AGENDA
October 15, 2024
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**
- **Presentation: Mayor’s Award**

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 1, 2024 City Council Meeting**
3. **Request for Payment – Mackie Construction – Construction Services – Lot 12 LVCC Parking Lot – \$207,991.85**
4. **Request for Payment – Alvine and Associates, Inc. – Professional Services – Central Park Lighting – \$2,250.00**
5. **Request for Payment – DLR Group – Professional Services – City Centre Surface Parking Lot – \$10,836.00**
6. **Request for Payment – NL & L Concrete, Inc – Construction Services – East La Vista Sewer and Pavement Rehabilitation – \$1,079,419.23**
7. **Request for Payment – Olsson, Inc – Professional Services – City Park Pavilion Testing – \$900.00**
8. **Request for Payment – Olsson, Inc – Professional Services – City Park Pavilion Testing – \$900.00**
9. **Request for Payment – TitleCore National – Professional Services – \$1,100.00**
10. **Request for Payment – Kissel, Kohout, ES Associates LLC – Professional Services – Legislative - \$10,812.55**
11. **Request for Payment – BCDM Architects – Professional Services – Library Renovation – \$3,000.00**
12. **Request for Payment – Benesch – Professional Services – Giles Road Widening – \$39,439.40**
13. **Request for Payment – Western Engineering Co. – Professional Services – 2024 Overlay Project – Granville East – \$39,236.68**
14. **Request for Payment – Thompson Dreessen & Dorner, Inc. – Professional Services – Central Park Improvements – \$919.60**
15. **Request for Payment – Thompson Dreessen & Dorner, Inc. – Professional Services – Central Park Improvements – \$40,162.50**
16. **Resolution – Authorize Payment – Salt Storage Facility Repair**
17. **Resolution – Authorize Payment – Welder Replacement**
18. **Resolution – Authorize Payment – Public Works Truck Repair**
19. **Approval of Claims**

B. Reports from City Administrator and Department Heads

B. Zoning Text Amendments – Sections 5.17 & The Gateway Corridor District Design Guideline Booklet

1. **Public Hearing**
2. **Ordinance – Approve Zoning Text Amendments**

C. Comprehensive Plan Amendment – Annexation Section – Chapter 3

1. **Public Hearing**
2. **Ordinance**

D. Amend Various Sections of the La Vista Municipal Code

1. **Ordinance – Amend Sections 30.15, 30.43, 30.46**
2. **Ordinance – Amend Sections 31.01, 31.04, 31.23, 31.30**
3. **Ordinance – Amend Sections 35.02, 35.50**
4. **Ordinance – Amend Sections 73.01, 73.02, 73.38, 73.42**
5. **Ordinance – Amend Section 150.70**

E. Ordinance – Amend Compensation Ordinance

F. Ordinance – Amend Master Fee Ordinance

- G. Resolution – Authorize Municipality Financial Agreement – Nebraska Department of Transportation – Harrison Street Bridge**
- H. Resolution – Approve Plans & Specifications and Authorize SID 237 – Portal Ridge Bank Stabilization North and South**
- I. Resolution – Authorize Request for Proposals – Printing & Mailing Services**
- J. Resolution – Authorize Purchase – Citizen Reporting Software**
- K. Resolution – Authorize Purchase – Gym Wall Pads**
- L. Resolution – Authorize Purchase – Wheel Loader**
- Comments from the Floor**
- Comments from Mayor and Council**
- Adjournment**

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

MINUTE RECORD

A-2

No. 729 — REDFIELD DIRECT E2106195KV

LA VISTA CITY COUNCIL MEETING October 1, 2024

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 1, 2024. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Also in attendance were City Attorney McKeon, Assistant City Administrator Ramirez, City Clerk Buethe, Director of Administrative Services Pokorny, Finance Director Harris, Community Development Director Fountain, Police Captain Barcal, Library Director Barcal, Recreation Director Buller, Human Resources Director Lowery and City Engineer Dowse.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on September 18, 2024. Notice was simultaneously given to 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.

APPOINTMENT – PARK & RECREATION ADVISORY COMMITTEE – JOSEPHINE POHL – FILL VACANCY

Mayor Kindig stated, with the approval of the City Council, he would like to appoint Josephine Pohl to the Park & Recreation Advisory Committee to fill a vacancy. Councilmember Thomas motioned the approval, seconded by Councilmember Sheehan. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

OATHS OF OFFICE - MAYOR'S YOUTH LEADERSHIP COUNCIL

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

A. CONSENT AGENDA

1. **APPROVAL OF THE AGENDA AS PRESENTED**
2. **APPROVAL OF THE MINUTES OF THE SEPTEMBER 17, 2024 CITY COUNCIL MEETING**
3. **REQUEST FOR PAYMENT – NL & L CONCRETE, INC – CONSTRUCTION SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION – \$299,793.70**
4. **REQUEST FOR PAYMENT – LEAGUE OF NEBRASKA MUNICIPALITIES – MEMBERSHIP DUES – \$55,098.00**
5. **APPROVAL OF CLAIMS**

ACCO UNLIMITED, supplies	2,415.22
ACTIVE NETWORK, services	138.42
ADAM BOGGS ART, services	15,300.00
ADP, payroll & taxes	415,812.11
AKRS EQUIP, maint.	3,439.59
ALFRED BENESCH & CO, services	25,509.89
ALKEMA, L, training	164.00
AMAZON, supplies	10,815.40
AMERICAN HERITAGE LIFE INS, services	927.18
ARNOLD MOTOR, maint.	2,439.85
ASPEN EQUIP, maint.	191.52
AT&T, phones	98.42
AYALA, B, training	244.00
B STREET COLLISION CTR, maint.	437.00
BABER, B, training	284.00
BACHMAN, R, training	276.50
BAKER & TAYLOR, media	142.26

MINUTE RECORD

No. 729 — REDFIELD DIRECT E2108195KV

October 1, 2024

BARCAL, R, training	352.00
BATTERIES PLUS, supplies	174.98
BISHOP BUSINESS EQUIP, supplies	1,591.15
BIZCO, supplies	1,741.30
BLACK HILLS ENERGY, utilities	1,420.15
BLUERIDGE ARMOR, supplies	7,770.00
BOK FINANCIAL, services	281,446.25
BOOT BARN, apparel	150.00
BSN SPORTS, supplies	974.35
BUETHE, P, training	653.20
BURT, Z, training	244.00
CALENTINE, J, training	2,506.57
CELLEBRITE, services	6,450.00
CENTER POINT, books	48.54
CENTURY LINK/LUMEN, phones	985.81
CHRISTINE R LOWERY, services	600.00
CINTAS, services	1,164.42
CITY OF OMAHA, services	311,417.05
CITY OF PAPILLION, services	246,596.00
COLONIAL LIFE INS, services	2,084.30
COMMONWEALTH ELEC, services	1,150.93
CONCRETE SUPPLY, services	10,461.76
CONVERGINT TECH, supplies	2,855.04
COX, services	1,220.53
CPI TELECOM, bldg & grnds	280.00
CROUCH RECREATION, services	4,835.00
CUMMINS, bldg & grnds	350.90
CVS, refund	935.00
D & K PRODUCTS, supplies	4,683.50
DAIGLE LAW GROUP, services	320.00
DEARBORN NAT'L LIFE INS, services	18,019.97
DFC FLOORING SPEC, bldg & grnds	7,473.25
DOG AND PONY PROD, services	4,000.00
DOSTALS CONSTRUCTION, services	30,288.00
DULTMEIER SALES, maint.	162.50
ECHO GROUP, bldg & grnds	137.93
EDGEWEAR SCREEN PRINTING, services	332.70
ELEVATE ROOFING, bldg & grnds	306.27
FASTENAL CO, services	584.75
FERGUSON US HOLDINGS, maint.	99.70
FIRST RESP OUTFITTERS, apparel	135.48
FIRST WIRELESS, phones	115.00
FITZGERALD SCHORR, services	33,081.10
FOP, services	3,930.00
GALE, books	332.88
GALLS, supplies	2,795.49
GALVION BALLISTICS, supplies	2,807.92
GENERAL FIRE & SAFETY, services	1,313.75
GENUINE PARTS CO, supplies	198.96
GOPHER SPORT, supplies	226.86
GREAT PLAINS COMM, services	2,168.38
GREATAMERICA FINANCIAL SVCS, services	1,588.43
GREGG YOUNG CHEV, maint.	543.54
HAPPY MANGO BAKERY, services	86.40
HAPPY TREES, bldg & grnds	4,725.00

MINUTE RECORD

October 1, 2024

No. 729 — REDFIELD DIRECT E2108195KV

HGM ASSOCIATES, services	48,422.56
HOME DEPOT, supplies	766.94
HY-VEE, supplies	165.00
INDUSTRIAL SALES CO, bldg & grnds	85.70
INGRAM LIBRARY SVCS, books	2,543.76
J & J SMALL ENGINE, maint.	109.98
JANITOR DEPOT, supplies	161.00
JONES AUTOMOTIVE, maint.	5,327.91
JOSEPH HOLZAPFEL, services	200.00
K ELECTRIC, maint.	9,919.59
KEYMASTERS LOCKSMITH, services	81.50
KIESLER POLICE SUPP, supplies	3,379.00
KIMBALL MIDWEST, supplies	368.60
LABRIE, DONALD, services	337.50
LATITUDE SIGNAGE + DESIGN, services	413.00
LEAD INNOVATIONS, supplies	2,500.00
LEWIS, MELISSA, services	350.00
LINCOLN NAT'L LIFE INS, services	14,685.14
LOGAN CONTRACTORS, services	224.51
LOGO LOGIX, services	24.00
MAGNET FORENSICS, services	4,085.00
MAINTAINX, bldg & grnds	238.38
MARCO, services	153.87
MARTIN ASPHALT, maint.	372.00
MATHESON TRI-GAS, supplies	225.98
MCCASLAND, L, training	284.00
MEDICA INS CO, services	156,999.37
MENARDS, services	203.33
METLIFE, services	1,138.99
METRO AREA TRANSIT, services	954.00
MUD, utilities	24,878.17
MICHAEL TODD CO, supplies	69.72
MICROFILM IMAGING SYS, services	4,200.00
MID-AMERICAN BENEFITS, services	24,537.07
MIDWEST TAPE, media	268.15
MIDWEST TURF, services	2,453.68
MISSIONSQUARE RETIRE, services	70,057.71
MOBOTREX, services	3,507.00
MOTOROLA SOLUTIONS, phones	36,061.56
MSC INDUSTRIAL SUPPLY, maint.	216.38
NANCY PAINTER, book	33.98
NE BANK, services	43,878.92
NE DEPT OF REVENUE, tax	366.07
NMC GROUP, bldg & grnds	487.20
NSG LOGISTICS, maint.	2,138.96
OFFICE DEPOT, supplies	221.06
OMAHA GLASS PRO, maint.	380.00
OPPD, utilities	69,335.83
OMAHA TACTICAL, services	753.00
OMNI ENGINEERING, services	415.36
O'REILLY AUTO PARTS, supplies	3,015.93
PAPILLION SANITATION, services	2641.74
PAYROLL MAXX, payroll & taxes	2,488.25
PETROS PACE FINANCE, services	31,984.27
PETTY CASH, supplies	36.00

MINUTE RECORD

No. 729 — REDFIELD DIRECT E2106195KV

October 1, 2024

PITNEY BOWES, postage	1,277.00
POINT C HEALTH, services	7,089.35
POKORNY, K, training	352.00
POLICE & FIREMEN'S INS, services	511.32
POMP'S TIRE SERVICE, supplies	2,184.95
PORT-A-JOHNS, services	180.00
PORTER LEE CORP, services	13,155.59
POWERDMS, services	10,618.93
PRIMA DIST, supplies	193.56
RAMIREZ, R, training	416.00
RED EQUIPMENT, maint.	130.95
RED WING, apparel	150.00
REED TRAILER SALES, supplies	3,650.00
REGAL AWARDS, supplies	20.00
REVOLUTION WRAPS, services	15,448.64
RTG BUILDING SVCS, bldg & grnds	6,765.00
SECURITY EQUIP, bldg & grnds	3,814.08
SEILER INSTRUM & MFG, supplies	3,952.26
SIGN IT, supplies	2,754.90
SITE ONE LANDSCAPE, supplies	4,300.28
SOUCIE, J, training	1,527.65
STERLING COMPUTER, services	9,945.55
SUN COUNTRY DIST, supplies	47.66
SUNSET LAW ENF, supplies	2,007.90
TACTICAL MED SOL, supplies	437.96
THE ASTRO THEATER, services	1,752.00
THE COLONIAL PRESS, services	15,626.67
THE SCHEMMER ASSOC, services	857.50
THE WALDINGER CORP, bldg & grnds	3,906.51
TD2, services	437.70
TRACTOR SUPP, supplies	89.98
TRADE WELL, maint.	4,180.00
TRAFFIC SAFETY WHSE, supplies	1,520.88
TRAVELERS, services	374.00
ULINE, supplies	198.20
UBT, services	100.00
USPS, services	237.38
UNMC, services	851.00
US BANK NAT'L ASSOC, supplies	61,299.32
VERIZON WIRELESS, phones	445.95
WELDON PARTS, maint.	2,772.43
WESTLAKE HARDWARE, supplies	1,710.82
WASTE MGMT, services	2,071.98

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Recreation Director Buller reported on the pool demolition.

Communication Manager Beaumont reported on Oktoberfest.

Deputy Director of Public Works Calentine reported on the Public Works Expo.

MINUTE RECORD

October 1, 2024

No. 729 -- REDFIELD DIRECT E2106195KV

Park Superintendent Allen provided an update on the shelter project.

LIFT UP SARPY COUNTY REPORT

Tanya Gifford with Lift Up Sarpy County presented the report of what Lift Up Sarpy has done.

PRESENTATION – HEALTH PLAN FUNDING

Assistant City Administrator Ramirez gave an overview of the health plan funding. Lisa Daniels provided information on advantages of a self-funded plan. Council discussion was held.

B. RESOLUTION – APPROVE SATELLITE KENO LOCATION

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-115 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING A SATELLITE KENO LOCATION FOR THE CITY'S KENO LOTTERY GAME PIZZOPIE LLC DBA PIZZA WEST, 12040 MCDERMOTT PLAZA LA VISTA NEBRASKA EFFECTIVE UPON RECEIPT OF THE KENO LICENSE FROM THE STATE.

WHEREAS, the current Keno Lottery Operator Agreement between the City of La Vista and La Vista Keno, Inc., dated August 8, 2008, and assigned and assumed to and by LVK Holdings LLC on April 5 2016 requires LVK Holdings LLC to obtain prior written consent of the City to establish a satellite location; and further that the satellite location shall comply with such qualification standards as adopted by the City pursuant to Nebraska Statutes, Section 9-642.01, governing lottery sales outlet locations, and such other terms and conditions determined necessary or advisable; and

WHEREAS, the City of La Vista, by Ordinance No. 1073, set forth qualification standards for Keno Lottery Sales Outlet Locations, which includes satellite locations ("Ordinance"); and

WHEREAS, LVK Holdings LLC has proposed a satellite location for the City's keno lottery game under new ownership PizzOPie LLC dba Pizza West, 12040 McDermott Plaza, La Vista, Nebraska pursuant to a Satellite Agreement between said parties dated September 6, 2024, a copy of which has been presented at this meeting ("Satellite Agreement"); and

WHEREAS, the requirements of the Lottery Operator Agreement and other Keno Requirements as defined in the Ordinance are incorporated into the Satellite Agreement pursuant to said Ordinance; and

WHEREAS, the City Clerk has determined that the standards for the Keno Lottery Sales Outlet Location at PizzOPie LLC dba Pizza West, 12040 McDermott Plaza, La Vista NE, have been met.

NOW, THEREFORE, BE IT RESOLVED: that the Mayor and City Council of the City of La Vista, Nebraska, hereby authorize and approve a satellite keno location under new ownership for the City's keno lottery game at PizzOPie LLC dba Pizza West, 12040 McDermott Plaza, La Vista NE, and further approve the owner and operator thereof, PizzOPie LLC, effective upon receipt of the keno license from that State and subject to the following:

- a. Submittal of all Exhibits to the Satellite Agreement in form and content satisfactory to the City;
- b. Any change of ownership or control of the satellite, JJC Inc. or any stock of JJC Inc., shall require prior written approval of the City of La Vista;

MINUTE RECORD

No. 729 — REDFIELD DIRECT E2106195KV

October 1, 2024

- c. The satellite, PizzOPie LLC. and stockholders of PizzOPie LLC. shall be bound by the Lottery Operator Agreement between the City of La Vista and LVK Holdings LLC and owe to LVK Holdings LLC all responsibilities and obligations which LVK Holdings LLC and its owner by said Lottery Operator Agreement, as secured, owe to the City of La Vista. The City of La Vista shall be a beneficiary entitled to enforce such responsibilities and obligations of the satellite, PizzOPie LLC and its stockholders;
- d. City of La Vista shall have access at any time to the satellite location and keno-related funds, documents and records in the possession or control of the satellite owner or operator;
- e. City of La Vista shall be named as an additional named insured on any insurance required of the satellite owner or operator by the Satellite Agreement;
- f. City of La Vista, as owner of the La Vista keno game, retains authority over use of the term "La Vista keno"; and all uses of said term shall be subject to review and approval of the City and cease upon termination of the Satellite Agreement;
- g. Funds of the La Vista keno game handled by the satellite shall be the sole and exclusive property and held in trust for the benefit of the City of La Vista until properly paid in accordance with the Lottery Operator Agreement or Satellite Agreement; and
- h. Ongoing satisfaction by the satellite owner and operator of the Satellite Agreement and this Resolution, as well as the Lottery Operator Agreement, Ordinance, and other Keno Requirements, as defined in said Ordinance.

BE IT FURTHER RESOLVED that, in addition to devices for satellite keno, the following gambling devices are hereby authorized at the satellite premises pursuant to Section 2(H) of the Ordinance: pickle card device.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign such documents, including, but not limited to, Nebraska Department of Revenue Form(s) 50G, and take such further actions as necessary or appropriate to carry out the actions approved herein.

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

C. RESOLUTION – APPROVE LEASE – CITY COPIERS

Councilmember Sell introduced and moved for the adoption of Resolution No. 24-116 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE LEASE OF COPIERS FOR USE IN THE CITY HALL, LIBRARY, RECREATION DEPARTMENT, COMMUNITY DEVELOPMENT, POLICE DEPARTMENT AND PUBLIC WORKS DEPARTMENT FROM BISHOP BUSINESS IN AN AMOUNT NOT TO EXCEED \$615/MONTH FOR 63 MONTHS.

WHEREAS, the City Council has deemed that a need exists to continue leasing copy machines; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for said leases; 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.

MINUTE RECORD

October 1, 2024

No. 729 — REDFIELD DIRECT E2106195KV

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, does hereby authorize the lease agreement for copiers for use in the City Hall, Library, Recreation Department, Community Development, Police Department and Public Works Department amount not to exceed \$615/month for 63 months and in form and content satisfactory to the City Administrator.

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

D. 2024 OVERLAY PROJECT – GRANVILLE EAST

1. RESOLUTION – CHANGE ORDER NO. 1

Councilmember Quick introduced and moved for the adoption of Resolution No. 24-117 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT WITH WESTERN ENGINEERING COMPANY, HARLAN, IOWA TO PROVIDE FOR ADDITIONAL ITEMS OF WORK FOR PAVEMENT REHABILITATION RESULTING IN AN INCREASED AMOUNT OF \$221,548.60 AND A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$1,569,467.10.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined that the Pavement Rehabilitation project for Edgewood Blvd, Valley Rd and Greenleaf Dr is necessary; and

WHEREAS, the change order will be funded through savings from other projects; 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 Western Engineering Company, Harlan, Iowa to provide for additional items of work resulting in an increased amount of \$221,548.60 and a total contract amount not to exceed \$1,569,467.10.

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

2. REQUEST FOR PAYMENT – WESTERN ENGINEERING – PROFESSIONAL SERVICES – EDGEWOOD BLVD, VALLEY RD AND GREENLEAF DR PAVEMENT REHABILITATION – \$272,947.55

Councilmember Hale made a motion to approve a request for payment for Western Engineering – Professional Services – Edgewood Blvd, Valley Rd and Greenleaf Dr Pavement Rehabilitation in the amount of \$272,947.55. Seconded by Councilmember Quick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

E. RESOLUTION – AUTHORIZE REQUEST FOR BIDS – REFLECTIONS PLAZA

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-118 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR THE CONSTRUCTION OF PHASE ONE OF REFLECTIONS PLAZA IN CENTRAL PARK.

WHEREAS, the Mayor and Council have determined that the construction of the Reflections Plaza is necessary; and

MINUTE RECORD

No. 729 -- REDFIELD DIRECT E2106195KV

October 1, 2024

WHEREAS, the FY25/FY26 Biennial Budget provides funding for this project; and

WHEREAS, the schedule for awarding this contract is as follows:

Publish Notice to Contractors	October 9, 2024 and October 16, 2024
Open Bids	October 25, 2024 at 10:00am at City Hall
City Council Award Contract	November 5, 2024

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 the construction of Phase 1 of Reflections Plaza in Central Park.

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

F. RESOLUTION – AUTHORIZE PURCHASE – FIELD LIGHTS – SPORTS COMPLEX

Councilmember Sell introduced and moved for the adoption of Resolution No. 24-119 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE AND INSTALLATION OF REPLACEMENT LIGHTING AT THE SPORTS COMPLEX FROM MUSCO SPORTS LIGHTING, LLC, OSKALOOSA, IOWA IN AN AMOUNT NOT TO EXCEED \$950,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase and installation of a replacement lighting is necessary; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for the proposed purchase and installation; 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 authorizing the purchase and installation of replacement lighting for the Sports Complex from Musco Sports Lighting, LLC in an amount not to exceed \$950,000.00.

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

G. SETTING THE PROPERTY TAX LEVY FOR FY25

1. PUBLIC HEARING

At 7:06 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on Setting the Property Tax Levy for FY25.

At 7:07 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

2. RESOLUTION

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-120 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA SETTING THE CITY'S PROPERTY TAX REQUEST FOR THE FISCAL YEAR 2024-2025.

MINUTE RECORD

October 1, 2024

No. 729 — REDFIELD DIRECT E2106195KV

WHEREAS, Nebraska Revised Statutes (NRS) provide that, after a joint public hearing is held in which the City participates and notice of such hearing is provided in compliance with NRS subsection 77-1633(3), the Governing Body of the City of La Vista may pass a resolution in compliance with NRS subsection NRS 77-1633(4) setting the City's property tax request including an increase in excess of the allowable growth percentage; and

WHEREAS, notice was provided, and the joint public hearing was held in which the City participated in accordance with NRS section 77-1633.

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

1. The 2024 – 2025 property tax request be set at \$12,983,446.00.
2. The total assessed value of property differs from last year's total assessed value by 5.4%.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$.5131 per \$100 of assessed value.
4. The City of La Vista proposes to adopt a property tax request that will cause its tax rate to be \$.54 per \$100 of assessed value; and
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of La Vista will decrease from last year's budget by 19%.
6. A copy of this resolution be certified and forwarded to the Sarpy County Clerk on or before October 15, 2024.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Mayor and City council of the City of La Vista Nebraska that the property tax to be distributed as follows:

General Fund - \$12,021,710.00 (\$0.50 mill levy)

Bond Fund - \$961,737.00 (\$0.04 mill levy)

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

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

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

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

COMMENTS FROM THE FLOOR

Devon Wheat commented on having issues with trespassing by Code Enforcement.

Mike McCormick 12501 Giles Road commented on issues with directions to his Haunted House.

H. EXECUTIVE SESSION – CONTRACT NEGOTIATIONS

At 7:20 p.m. Councilmember Quick made a motion to go into executive session for the protection of the public interest for contract negotiations. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 7:30 p.m. the Council came out of executive session. Councilmember Quick made a motion to reconvene in open and public session. Seconded by Councilmember Hale.

MINUTE RECORD

No. 729 — REDFIELD DIRECT E2106195KV

October 1, 2024

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

COMMENTS FROM MAYOR AND COUNCIL

There were no comments from the Mayor and Council.

At 7:31 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 15TH DAY OF OCTOBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page One of Two Pages **A-3**

TO (CONTRACTOR): PROJECT: #24056
City of La Vista City of La Vista City Centre
8116 Park View Boulevard
La Vista, NE 68128
FROM (SUB-CONTRACTOR): VIA (ARCHITECT):
Mackie Construction Inc
14565 Portal Cir STE 117
LaVista NE 68046
CONTRACT FOR: Flatwork and Foundations

APPLICATION NO: ONE (1)
PERIOD TO: Oct 2, 2024
CONTRACT NO. 0

Distribution to:
OWNER
ARCHITECT
XXX CONTRACTOR

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$458,438.56
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$458,438.56
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$231,102.05
5. RETAINAGE:	
a. 10% of Completed Work (Column D/E on G703)	\$23,110.21
b. 10% of Stored Material (Column F on G703 x Rate)	\$0.00
TOTAL RETAINAGE (Lines 5a + 5b or Total in Column J of G703)	\$23,110.21
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$207,991.85
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$207,991.85
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$250,446.72

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

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 here is now due.

CONTRACTOR SIGNATURE:

By: Kurt Mackie

Date: 9/27/24

State of: Nebraska

County of: Sarpy

Subscribed and sworn to before me this date: September 27, 2024
Notary Public: Jenna P. Buyer
My Commission expires: Oct 20, 2024



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.....\$ 207,991.85

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

ARCHITECT:

By: Lana Bayless

Date: 10/3/2024

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.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE TWO OF Three PAGES

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

APPLICATION NUMBER: 1
APPLICATION DATE: September 27, 2024
PERIOD TO: Oct 2, 2024
ARCHITECT'S PROJECT NO: 0

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE 10.00%
1	SWPP Sign	\$354.90				\$0.00	\$354.90	\$0.00
2	Install Silt Fence	\$1,106.84		\$1,106.84		\$1,106.84	\$0.00	\$110.68
3	Area Inlet Protection	\$216.69		\$216.69		\$216.69	\$0.00	\$21.67
4	Curb Inlet Protection	\$702.78				\$0.00	\$702.78	\$0.00
5	Install Construction Entrance	\$878.45		\$878.45		\$878.45	\$0.00	\$87.85
6	Install Walltie	\$767.25				\$0.00	\$767.25	\$0.00
7	Concrete Washout	\$591.50		\$591.50		\$591.50	\$0.00	\$59.15
8	SWPPP Maintenance	\$1,815.48				\$0.00	\$1,815.48	\$0.00
9	Clear & Grub	\$4,996.77		\$4,996.77		\$4,996.77	\$0.00	\$499.68
10	Remove 15"-18" Sewer Pipe	\$2,330.56				\$0.00	\$2,330.56	\$0.00
11	Remove 6" Pavement	\$16,677.50		\$16,677.50		\$16,677.50	\$0.00	\$1,667.75
12	Remove Sidewalk	\$559.35		\$559.35		\$559.35	\$0.00	\$55.94
13	Remove Gravel Surface	\$1,600.38		\$1,600.38		\$1,600.38	\$0.00	\$160.04
14	Remove Telephone Pedestal	\$76.14		\$76.14		\$76.14	\$0.00	\$7.61
15	Remove UG-Catv-Tele Cables	\$547.55		\$547.55		\$547.55	\$0.00	\$54.76
16	Perimeter Construction Fencing	\$6,500.00		\$6,500.00		\$6,500.00	\$2,860.50	\$650.00
17	Install Vehicle Fence Gates	\$761.33				\$0.00	\$761.33	\$0.00
18	Ex On-site	\$1,659.00		\$1,659.00		\$1,659.00	\$0.00	\$165.90
19	Ex Haul Off	\$63,042.00		\$63,042.00		\$63,042.00	\$0.00	\$6,304.20
20	Subgrade Prep Driveway	\$5,854.80		\$5,854.80		\$5,854.80	\$0.00	\$585.48
21	Sub Grade Prep Sidewalk	\$1,443.75		\$1,443.75		\$1,443.75	\$0.00	\$144.38
22	Construct 2" Pavement	\$34,631.70				\$0.00	\$77,324.80	\$7,500.00
23	Construct 8" Curb & Gutter	\$3,415.00		\$3,415.00		\$3,415.00	\$0.00	\$341.50
24	Construct 4" PCC Sidewalk	\$23,151.20		\$3,027.20		\$3,027.20	\$20,124.00	\$302.72
25	Construct 6" High Thickend Edge	\$4,263.08				\$0.00	\$4,263.08	\$0.00
26	Construct 0" High Thickend Edge	\$171.68				\$0.00	\$171.68	\$0.00
27	Construct PCC Corp Ramp	\$951.15				\$0.00	\$951.15	\$0.00
28	Construct Defectable Warning Panel	\$656.64				\$0.00	\$656.64	\$0.00
PAGE TOTALS		\$334,908.77	\$0.00	\$187,192.92	\$0.00	\$187,192.92	\$147,715.85	\$18,719.29

DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT - 1992 EDITION - AIA - © 1992
AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE Three OF Three PAGES

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

APPLICATION NUMBER: 1
APPLICATION DATE: September 27, 2024
PERIOD TO: Oct 2, 2024
ARCHITECT'S PROJECT NO: 0

In tabulations below, amounts are stated to the nearest dollar.
Use Column I on contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE 10.00%
30	Construct Curb Inlet	\$8,549.40		\$8,549.00		\$8,549.00	\$0.40	\$854.90
31	Connect Existing 18" SD Line to New Inlet	\$5,785.49		\$5,785.49		\$5,785.49	\$0.00	\$578.55
32	Adjust Storm Sewer Manhole to grade	\$585.84		\$585.84		\$585.84	\$0.00	\$58.58
33	Removal Top Soil	\$8,989.00		\$8,989.00		\$8,989.00	\$0.00	\$898.90
34	Place Top Soil	\$6,177.60				\$0.00	\$6,177.60	\$0.00
35	Top Soil Test	\$234.28				\$0.00	\$234.28	\$0.00
36	Amend Top Soil	\$22,487.40				\$0.00	\$22,487.40	\$0.00
37	Install Seeding	\$1,855.00				\$0.00	\$1,855.00	\$0.00
38	Install Mulching	\$1,190.00				\$0.00	\$1,190.00	\$0.00
39	Roller Erosion Control	\$1,351.10				\$0.00	\$1,351.10	\$0.00
40	Construct Steel Guard Post W/Eye Bolts	\$1,834.22				\$0.00	\$1,834.22	\$0.00
41	Remove Marking Lines	\$1,267.20				\$0.00	\$1,267.20	\$0.00
42	4" White	\$1,721.75				\$0.00	\$1,721.75	\$0.00
43	Type 3 4" Tape Marking	\$1,113.40				\$0.00	\$1,113.40	\$0.00
44	Type 3 12" Tape Marking	\$458.82				\$0.00	\$458.82	\$0.00
45	Type 3 24" Tape Marking	\$2,342.80				\$0.00	\$2,342.80	\$0.00
46	Type Only	\$468.51				\$0.00	\$468.51	\$0.00
47	Type Directional	\$1,639.80				\$0.00	\$1,639.80	\$0.00
48	Install Traffic Signage & Decorative Posts	\$2,775.94				\$0.00	\$2,775.94	\$0.00
49	Remove Existing Sign & Install New Sign @ Existing Post	\$242.05				\$0.00	\$242.05	\$0.00
50	Install ADA Signage & Posts	\$913.62				\$0.00	\$913.62	\$0.00
51	Install Wheel Stop	\$618.45				\$0.00	\$618.45	\$0.00
52	Install Parking Lot Pole Single	\$7,337.18		\$3,000.00		\$3,000.00	\$4,337.18	\$300.00
53	Install Parking Lot Post Double	\$17,750.84		\$6,000.00		\$6,000.00	\$11,750.84	\$600.00
54	1" Schedule 80 PVC Directional Bore	\$2,882.25				\$0.00	\$2,882.25	\$0.00
55	1" Schedule 80 PVC Direct Bury	\$5,309.20				\$0.00	\$5,309.20	\$0.00
56	Temp Traffic Control	\$4,072.53		\$2,000.00		\$2,000.00	\$2,072.53	\$200.00
57	Mob/De-Mob	\$13,578.34		\$9,000.00		\$9,000.00	\$4,578.34	\$900.00
58						\$0.00	\$0.00	\$0.00
Page Totals		\$123,529.79	\$0.00	\$43,909.13	\$0.00	\$43,909.13	\$79,620.66	\$4,380.91
GRAND TOTALS		\$458,438.56	\$0.00	\$231,102.05	\$0.00	\$231,102.05	\$227,336.51	\$23,110.21

DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT - 1992 EDITION - AIA - © 1992
AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

G703 - 1992

Approved to Pay

CAS 10/3/2024

05.71.0917.000 CMDV24001

FY 24 (prior to 10/1)

All items except Item #22

\$156,102.05 completed, \$15,610.21 retainage

PayApp 1 Amt = \$140,491.85

Note Fiscal year breakOut

FY 25 (10/1 and after)

Item 22:

\$75,000 completed, \$7,500 retainage

PayApp 1 Amt = \$67,500.00

Total PayApp 1 Amt = \$207,991.85

Alvine and Associates, Inc *← Pay to*

INVOICE

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

Invoice Number: 62622
Date: September 23, 2024
Project Number: 20241285

City of La Vista
8116 Park View Blvd
La Vista, NE 68128
La Vista Central Park Site Lighting Construction Administration

For Professional Services Rendered Through: September 13, 2024

Fee is based on a lump sum of \$7,500.00.

Fee Services

	Contract Amount	Percent Complete	Fee Earned	Prior Billings	Current Billings
Construction	\$7,500.00	30.00	\$2,250.00	\$0.00	\$2,250.00
Administration					
	\$7,500.00		\$2,250.00	\$0.00	\$2,250.00
					\$2,250.00
Invoice Total					\$2,250.00

Approved to Pay
CAS 10/2/2024
16.71.0917.000-PARK17006

Invoice

6457 Frances Street, Suite 200
Omaha, NE 68106
402-393-4100 Fax 402-393-8747

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

October 04, 2024
Project No: 10-17105-42
Invoice No: 0239640

Project 10-17105-42 La Vista CC Lot 12 Surface Parking Lot

Billing Period: September 01, 2024 to September 30, 2024

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Schematic Design	4,875.00	100.00	4,875.00	4,875.00	0.00
Construction Documents	26,000.00	100.00	26,000.00	26,000.00	0.00
Bid Negotiation	1,625.00	100.00	1,625.00	1,625.00	0.00
Construction Services	27,090.00	40.00	10,836.00	0.00	10,836.00
Total Fee	59,590.00		43,336.00	32,500.00	10,836.00
Total Fee					10,836.00
Total this Invoice					\$10,836.00

Outstanding Invoices

Number	Date	Balance
0236905	7/31/2024	12,025.00
Total		12,025.00

Billings to Date

	Current	Prior	Total
Fee	10,836.00	32,500.00	43,336.00
Totals	10,836.00	32,500.00	43,336.00

We appreciate your confidence in us and thank you in advance for your payment.
Being environmentally friendly, we encourage payments via Wire Transfer.
Routing number: 121000248 Account Number: 4945435436 Swift Code:
WFBUS6S

Approved to Pay
CAS 10/7/2024
05,71,0917.000 CMDV24001

WEEKLY PROGRESS REPORT

CONTRACTOR NL & L

PROJECT East La Vista Sewer and Pavement Rehab.

WEEK ENDING DATE

09/28/24

PROJECT NO. M378(228)

PROJECT STATUS: IN PROGRESS

REPORT NO.

78

DAY/DATE	ACTIVITY	Hours	CHARGE	SUMMARY	
	02 Jan 2024 Start of Phase 2. Calendar/Work Days will reflect the phase 2 calendar day quantity and percentages			Paving - Total Value of Work This Period	\$568,763.10
SUNDAY		0	y	Sewer - Total Value of Work This Period	\$12,065.00
	No work on site, No pay items			Paving - Total Value of Work To Date	\$2,178,333.58
09/22/24				Sewer - Total Value of Work To Date	\$2,000,561.65
MONDAY	Temps 72/48, NLL 0700-1730, HGM 0730-1730, Omni 0700-1700, Sewer crew Backfilled manholes, set chimneys and backfilled, Paving crew installed new pavement sidewalks/drives west side of street, started removal operations 110+113+22 NB lane. Omni started asphalt overlay 6 60th st, La Vista dr, Florence, S 71st Ave. Pay Items: #23 TTC Sewer and pavement .39, 3P rem drive 71 sy, 4P rem edwtk 902 st, 24P const edwtk 486 sf, 15P const drive 99.10 sy, 8 asphalt install 870.41 tons, 21 frame seal 2 ea, 22 frame and cover 2 ea, CO1A 55 In/4 rebuild junction box 4.175 ea. See comment for CO1A 56 breakdown	12	Y	Pro-rated Adjustment to Value of Stored Materials This Period	\$0.00
09/23/24				Total Value of Stored Materials Remaining To Date	\$0.00
TUESDAY	Temps 78/54, NLL 0700-1700, hgm 0800-1645, Sewer crew cont work on new main and serv lats, Paving crew subgrade prep NB, Thiele multiple trips and tests. Installed new pavement 114+19 to 113+22 RT, Pay Items: CO2 58 instll 8" sanitary main, 11p const 134.72 sy, 2P rem pavement 134.72 sy, 17P subgrade prep 134.72 sy, co2 58 inst new 8" main 14.0 in ft	13	Y	Estimated Contract Value	\$ 4,822,962.10
09/24/24				Percent Complete By Value	87%
WEDNESDAY	Temps 61/49, nll 0700-1700, hgm 0700-1800, thiele, omni 0700-1800, Sewer crew cont new main and serv lat install work. Paving crew install pavement 110+80 to 113+22, Omni cont asphalt overlay install, S 71st ave, gertrude, 70th st, Josephine. Pay Items: 2P rem pavement 336.11 sy, 17P subgrade prep 336.11 sy, 11P 7" pcc pavement 336.11 sy, 24P const sidewalk 108 sf, 15P const drive 31.97 sy, co2 58 14 in ft, 8 1043.00	12	Y	Contract Calendar / Work Days	551
09/25/24				Calendar / Work Days This Period	7
THURSDAY	Temps 82/51, nll 0700-1630, hgm 0700-1800, omni 0700-1600, sewer crew cont serv lat and new main work 7213 house, paving crew installed drives and walks east side 89th, Omni finished asphalt installation la vista, gertrude, edna. Pay Items: 24P const sidewalk 265.8 sf, 15P const drive 59.22 sy, 8 590.01 tons, 33 rem serv 13', 34 inst serv lat 28 ft, CO2 58 8" main 14	12	Y	Calendar / Work Days Used To Date	545
09/26/24				Percent Time Used	99%
FRIDAY	Temps 85/50, NLL 0700-1530, hgm 0800-1500, Sewer crew cont new main installation 7210 house number, paving crew removing forms pavement previously installed. Pay Items CO2 58 14ft, 33 rem serv lat 10', 34 inst serv lat 5.0 ft	9	Y	% Retained Paving/Sewer	10.0000%
09/27/24				Amount Retained to Date Paving	\$217,833.36
				Amount Retained To Date Sewer	\$200,056.17
SATURDAY	Temp 88/54, NLL 0700-1100, Paving crew removing forms sidewalks/drives west side st, backfilling. Hgm check and open NB lanes and drives west side. No pay items	4	Y	Net Amount Due To Date	\$3,761,005.70
09/28/24				Total Incentive Earned / Disincentive Assessed To Date	\$0.00
<u>Other Comments</u> Note: CIPP reviewed, Engineer stamped design and analysis submitted. Installed quantities to be paid, note some areas have needed repair of lateral openings. Contractor notified of the repair work needed. Payments to follow. As noted, liner installed has noted defects that need to be corrected for acceptance. Agreed to VF price for new manholes of \$750. per VF, 23.38 VF installed Josephine x \$700.0 = 16366.00. 16366/4200=3.897 ea.		Net Amount Due To Date Including Incentive Earned / Disincentive Assessed		\$3,761,005.70	
		Total Previous Payments To Date		\$2,681,588.47	
		Amount Due To Date		\$1,079,419.23	

CONTRACTOR / DATE

Paula Pogge, HGM Associates, INC. 30 Sept 2024

PROJECT REPRESENTATIVE / DATE

Paula Pogge

Digitally signed by Paula Pogge
Date: 2024.10.01 07:19:25 -05'00'

PROJECT MANAGER / DATE

10/1/24

CITY CONSTRUCTION ENGINEER / DATE

OK TO PAY
PMD 10/1/24
02.71.0917.000 - SEWER 13001
SEWER = 229,165.65
STREET = 850,253.58

WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
1	Paving 1	Mobilization/Demobilization	1.00	\$156,000.00	LS	-	\$0.00	100.0%	1.00	\$156,000.00
2	Paving 2	Remove Pavement	7,747.00	\$11.00	SY	470.83	\$5,179.13	103.0%	7,947.84	\$87,424.04
3	Paving 3	Remove Concrete Driveway	701.00	\$11.00	SY	71.00	\$781.00	141.0%	987.93	\$10,867.23
4	Paving 4	Remove Sidewalk - Paving	7,396.00	\$2.00	SF	902.00	\$1,804.00	139.0%	10,279.86	\$20,559.72
5	5	Remove Concrete Curb and Gutter	1,750.00	\$12.00	LF	-	\$0.00	163.0%	2,851.70	\$34,220.40
6	6	Perform Cold Planning-Asphalt	25,920.00	\$6.50	SY	-	\$0.00	84.0%	21,818.72	\$141,821.68
7	7	Perform 2" Cold Planning - Concrete	50.00	\$7.00	SY	-	\$0.00	336.0%	168.00	\$1,176.00
8	8	Construct Asphalt Surface Course SPR (PG 64-34)	2,860.00	\$187.11	Ton	2,503.15	\$468,364.40	88.0%	2,503.15	\$468,364.40
9	9	Construct Asphalt Surface Wedge SPR 3/8" Fine (PG 64-34)	72.00	\$188.00	Ton	-	\$0.00	0.0%	-	\$0.00
10	10	Concrete Base Repair	5,400.00	\$72.00	SY	-	\$0.00	38.0%	2,049.78	\$147,584.16
11	Paving 11	Construct 7" Concrete Pavement - Type L65 - Paving	7,575.00	\$75.00	SY	470.83	\$35,312.25	109.0%	8,259.46	\$619,459.50
12	12	Construct 7" Concrete Pavement - Type L 85 - Paving	100.00	\$78.00	SY	-	\$0.00	0.0%	-	\$0.00
13	13	Construct 10" Concrete Pavement - Type L65	96.00	\$92.00	SY	-	\$0.00	35.0%	33.33	\$3,066.36
14	14	Construct Concrete Curb and Gutter	1,750.00	\$42.00	LF	-	\$0.00	163.0%	2,851.70	\$119,771.40
15	Paving 15	Construct 6" Driveway - Type L65 - Paving	841.00	\$59.00	SY	190.29	\$11,227.11	113.0%	950.79	\$56,096.61
16	16	Construct 6" Driveway - Type L85	50.00	\$62.00	SY	-	\$0.00	0.0%	-	\$0.00
17	Paving 17	Subgrade Preparation - Paving	9,537.00	\$3.50	SY	470.83	\$1,647.91	38.0%	3,591.80	\$12,571.30
18	18	Adjust Utility Valve to Grade	12.00	\$800.00	EA	-	\$0.00	33.0%	4.00	\$3,200.00
19	19	Adjust Manhole to Grade	30.00	\$800.00	EA	-	\$0.00	3.0%	1.00	\$800.00
20	20	Remove & Replace Curb inlet Top	5.00	\$3,200.00	EA	-	\$0.00	120.0%	6.00	\$19,200.00
21	21	Install Manhole Ring and Cover	8.00	\$700.00	EA	2.00	\$1,400.00	50.0%	4.00	\$2,800.00
22	22	Install External Frame Seal	8.00	\$750.00	EA	2.00	\$1,500.00	25.0%	2.00	\$1,500.00
23	23	Traffic Control - Sewer and Pavement Construction	1.00	\$50,000.00	LS	0.3900	\$19,500.00	94.0%	0.9374	\$46,870.00
24	Paving 24	Construct 4" PCC Sidewalk - Paving	5,021.00	\$8.75	SF	839.60	\$5,667.30	170.0%	8,525.99	\$57,550.43
25	25	Construct 6" PCC Sidewalk	524.00	\$7.50	SF	-	\$0.00	192.0%	1,006.15	\$7,546.13
26	26	Construct PCC Curb Ramp	1,370.00	\$14.00	SF	-	\$0.00	66.0%	898.36	\$12,577.04
27	27	Construct Detectable Warning Panel	441.00	\$45.00	SF	-	\$0.00	60.0%	264.00	\$11,880.00
28	28	Construct Sidewalk Curb Wall	241.00	\$40.00	LF	-	\$0.00	343.0%	826.50	\$33,060.00
29	29	Install Seeding - Type A	1,922.00	\$3.75	SY	-	\$0.00	46.0%	879.29	\$3,297.34
30	30	Install Rolled Erosion Control - Type 1	1,922.00	\$3.00	SY	-	\$0.00	53.0%	1,020.12	\$3,060.36

WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
31	31	Install Curb Inlet Protection	2.00	\$125.00	EA	-	\$0.00	350.0%	7.00	\$875.00
32	32	Install Concrete Washout	1.00	\$3,500.00	EA	-	\$0.00	0.0%	-	\$0.00
52	P 52	Construct Temporary Aggregate Surface Course	200.00	\$20.00	Ton	-	\$0.00	527.0%	1,053.52	\$21,070.40
S1	Sewer 1	Sewer Mobilization/Demobilization	1.00	\$144,000.00	LS	-	\$0.00	100.0%	1.00	\$144,000.00
S2	Sewer 2	Remove Pavement - Sewer	5,052.00	\$11.00	SY	-	\$0.00	185.0%	9,345.45	\$102,799.95
S3	Sewer 3	Remove Concrete Driveway - Sewer	3,940.00	\$11.00	SY	-	\$0.00	26.0%	1,017.40	\$11,191.40
S4	Sewer 4	Remove Sidewalk - Sewer	7,152.00	\$2.00	SF	-	\$0.00	35.0%	2,499.20	\$4,998.40
S11	Sewer 11	Construct 7" Concrete Pavement - Type L65 - Sewer	7,077.00	\$75.00	SY	-	\$0.00	125.0%	8,863.29	\$664,746.75
S15	Sewer 15	Construct 6" Driveway - Sewer	1,915.00	\$59.00	SY	-	\$0.00	55.0%	1,053.00	\$62,127.00
S17	Sewer 17	Subgrade Preparation - Sewer	7,121.00	\$3.50	SY	-	\$0.00	26.0%	1,842.58	\$6,449.03
S24	Sewer 24	Construct 4" PCC Sidewalk - Sewer	7,152.00	\$6.75	SF	-	\$0.00	34.0%	2,410.20	\$16,268.85
33	33	Remove & Dispose 12" or Smaller Sewer Pipe	5,390.00	\$20.00	LF	23.00	\$460.00	73.0%	3,921.42	\$78,428.40
34	34	Construct 6" PVC Sanitary Sewer Pipe (Service Line)	4,885.00	\$65.00	LF	31.00	\$2,015.00	74.0%	3,635.09	\$236,280.85
35	35	Construct 6" Sanitary Sewer Service Riser (Over 12' Depth)	467.00	\$70.00	VF	-	\$0.00	3.0%	14.00	\$980.00
36	36	Construct 8" PVC Sanitary Sewer Pipe SDR 26 (Point Repairs)	24.00	\$175.00	LF	-	\$0.00	1239.0%	297.33	\$52,032.75
37	37	Construct 8" PVC Sanitary Sewer Pipe SDR 26 (Point Repairs, Over 15' Depth)	12.00	\$175.00	LF	-	\$0.00	42.0%	5.00	\$875.00
38	38	Construct 8" Sanitary Sewer Concrete Cradle	1.00	\$1,200.00	EA	-	\$0.00	100.0%	1.00	\$1,200.00
39	39	Install 8" CIPP Liner	10,138.00	\$45.00	LF	-	\$0.00	64.0%	6,531.14	\$293,901.30
40	40	Install 15"CIPP Liner	927.00	\$65.00	LF	-	\$0.00	57.0%	529.69	\$34,429.85
41	41	Re-Install Service lines	310.00	\$100.00	EA	-	\$0.00	61.0%	189.00	\$18,900.00
42	42	CIPP End Seal, 8-in	79.00	\$195.00	EA	-	\$0.00	61.0%	48.00	\$9,360.00
43	43	CIPP End Seal, 15-in	9.00	\$260.00	EA	-	\$0.00	67.0%	6.00	\$1,560.00
44	44	Perform Pre-CIPP CCTV Pipeline inspection	11,794.00	\$4.50	LF	-	\$0.00	77.0%	9,047.00	\$40,711.50
45	45	Perform Post-CIPP CCTV Pipeline Inspection	11,065.00	\$3.00	LF	-	\$0.00	64.0%	7,060.83	\$21,182.49
46	46	Jet Existing Sanitary Sewer	11,065.00	\$2.75	LF	-	\$0.00	82.0%	9,047.00	\$24,879.25
47	47	Perform Cementitious Manhole Rehabilitation 48" Dia Type A	337.00	\$250.00	VF	-	\$0.00	0.0%	-	\$0.00
48	48	Perform Cementitious Manhole Rehabilitation 48" Dia Type B	124.00	\$300.00	VF	-	\$0.00	0.0%	-	\$0.00
49	49	By-pass pumping	1.00	\$30,000.00	LS	-	\$0.00	61.0%	0.61	\$18,300.00
50	50	Traffic Control - Sewer CIPP Liner Install	1.00	\$20,000.00	LS	-	\$0.00	28.0%	0.28	\$5,600.00
51	51	Mobilization/Demobilization Sewer CIPP Liner Install	1.00	\$40,000.00	LS	-	\$0.00	100.0%	1.00	\$40,000.00

WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
61	CO1 53	Install 15" RCP Storm Sewer - CO 1	98.00	\$73.00	LF	-	\$0.00	163.0%	160.00	\$11,680.00
62	CO1 54	Excavation for Pipe,	22.00	\$200.00	HR	-	\$0.00	200.0%	44.00	\$8,800.00
63	CO1 55	3/4" Limestone Pipe Bedding	217.00	\$29.50	Ton	-	\$0.00	75.0%	162.85	\$4,804.08
64	CO1A 56	Rebuild curb inlets/junction box	4.00	\$4,200.00	ea	3.90	\$16,380.00	273.0%	10.90	\$45,780.00
65	CO1A 57	Remove existing inlets	3.00	\$500.00	ea	-	\$0.00	200.0%	6.00	\$3,000.00
66	CO2 58	Remove and replace 8" Sanitary Sewer Main S 71st St.	729.00	\$137.00	LF	70.00	\$9,590.00	109.0%	798.24	\$109,358.88
67	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
68	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
69	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
70	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
71	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
72	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
73	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
74	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
75	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
76	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
77	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
78	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
79	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
80	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
81	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
82	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
83	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
84	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
85	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
86	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
87	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
88	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
89	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
90	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00

WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED

Line	Item Number		Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
91	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
92	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
93	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
94	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
95	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
96	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
97	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
98	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
99	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
100	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
101	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
102	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
103	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
104	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
105	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
106	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
107	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
108	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
109	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
110	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
111	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
112	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
113	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
114	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
115	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
116	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
117	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
118	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
119	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
120	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00

WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED

Line	Item Number		Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
121	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
122	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
123	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
124	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
125	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
126	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
127	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
128	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
129	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
130	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
131	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
132	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
133	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
134	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
135	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
136	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
137	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
138	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
139	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
140	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
141	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
142	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
143	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
144	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
145	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
146	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
147	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
148	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
149	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
150	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00

WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED

Line	Item Number		Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
151	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
152	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
153	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
154	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
155	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
156	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
157	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
158	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
159	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
160	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
161	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
162	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
163	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
164	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
165	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
166	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
167	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
168	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
169	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
170	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
171	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
172	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
173	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
174	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
175	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
176	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
177	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
178	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
179	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
180	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00

WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED

Line	Item Number		Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
181	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
182	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
183	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
184	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
185	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
186	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
187	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
188	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
189	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
190	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
191	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
192	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
193	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
194	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
195	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
196	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
197	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
198	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
199	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
200	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
201	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
202	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
203	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
204	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
205	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
206	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
207	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
208	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
209	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
210	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00

WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED

Line	Item Number		Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
211	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
212	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
213	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
214	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
215	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
216	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
217	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
218	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
219	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
220	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
221	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
222	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
223	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
224	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
225	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
226	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
227	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
228	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
229	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
230	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
231	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
232	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
233	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
234	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
235	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
236	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
237	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
238	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
239	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
240	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00

WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED

Line	Item Number		Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
241	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
242	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
243	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
244	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
245	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
246	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
247	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
248	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
249	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
250	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
251	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
252	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
253	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
254	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
255	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
256	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
257	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
258	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
259	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
260	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
261	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
262	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
263	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
264	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
265	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
266	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
267	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
268	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
269	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
270	0	0		-	\$0.00	0	-	\$9.00	#VALUE!	-	\$0.00

WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED

Line	Item Number		Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
271	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
272	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
273	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
274	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
275	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
276	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
277	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
278	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
279	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
280	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
281	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
282	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
283	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
284	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
285	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
286	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
287	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
288	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
289	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
290	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
291	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
292	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
293	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
294	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
295	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
296	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
297	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
298	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
299	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
300	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00

WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED

Line	Item Number		Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
301	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
302	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
303	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
304	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
305	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
306	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
307	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
308	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
309	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
310	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
311	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
312	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
313	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
314	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
315	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
316	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
317	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
318	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
319	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
320	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
321	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
322	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
323	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
324	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
325	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
326	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
327	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
328	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
329	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00
330	0	0		-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00

Invoice

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

olsson

August 15, 2024
 Invoice No: 507404

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

Invoice Total	\$900.00
---------------	----------

Olsson Project # 022-03277 La Vista City Park Pavilion Testing
 Professional services rendered through August 3, 2024 for work completed in accordance with our Agreement dated June 1, 2022.

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	\$900.00
--------------------------------	-----------------

Email invoices to: pdowse@cityoflavista.org

Authorized By: Douglas Carey

OK TO PAY
 PMP 10/6/24
 16.71.0917.ccc - PARK 18001

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Invoice

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

olsson

September 19, 2024
Invoice No: 511518

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

Invoice Total \$900.00

Olsson Project # 022-03277 La Vista City Park Pavilion Testing
Professional services rendered through September 7, 2024 for work completed in accordance with our Agreement dated June 1, 2022.

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 \$900.00

Outstanding Invoices

Number	Date	Balance
507404	8/15/2024	900.00
Total		900.00

Email invoices to: pdowse@cityoflavista.org

Authorized By: Douglas Carey

OK TO PAY
PMD 10/8/24

16,710,917.00 - PARK/ECCL

TitleCore National, LLC
 8701 West Dodge Road
 Suite 150
 Omaha, Nebraska 68114
 402-333-8100



Invoice

Date: 09/27/2024
 Number: 4617

City of La Vista
 9900 Portal Road
 La Vista, NE 68128-2198

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
24-119605-C-9	83rd & Giles Pads, LLC, a Nebraska limited liability company		Title Certificate	Wilham Place Replat 1, Lot 1, La Vista, NE 68128	\$275.00
					<hr/>
					Total \$275.00
					<hr/>
					Total Due \$275.00

OK TO PA-1
 PMD 10/8/24
 16.71.0917.CCA- START 14008
 (FY24)

TitleCore National, LLC
8701 West Dodge Road
Suite 150
Omaha, Nebraska 68114
402-333-8100



Invoice

Date: 09/27/2024
Number: 4618

City of La Vista
9900 Portal Road
La Vista, NE 68128-2198

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
24-119605-C-8	Federal Savings C/O Bank of The West, Commercial		Title Certificate	Wilham Place, Lot 1, La Vista, NE 68128	\$275.00
Total					\$275.00
Total Due					\$275.00

OK TO PAY
PMD 10/8/24
16-71-0917-000-51RT19008
(F/24)

TitleCore National, LLC
8701 West Dodge Road
Suite 150
Omaha, Nebraska 68114
402-333-8100



Invoice

Date: 10/03/2024
Number: 4630

City of La Vista
9900 Portal Road
La Vista, NE 68128-2198

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
24-119605-C-1	K and E Limited Partnership, an Illinois limited partnership		Title Certificate	Willow Brook, Lot 2a4c, La Vista, NE 68128	\$275.00
Total					\$275.00
Total Due					\$275.00

OK TO PAY
PMD 10/8/24
16.71.0917.000 - STAT 190000

TitleCore National, LLC
8701 West Dodge Road
Suite 150
Omaha, Nebraska 68114
402-333-8100



Invoice

Date: 10/07/2024
Number: 4636

City of La Vista
9900 Portal Road
La Vista, NE 68128-2198

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
24-119605-C-17	Shakti Fuels, L.L.C., a Nebraska limited liability company		Title Certificate	La Vista, Lot 1354, La Vista, NE 68128	\$275.00
Total					\$275.00
Total Due					\$275.00

OK TO PAY
PMD 10/8/24
16-71-0917.000 - START 190008



Kissel, Kohout,
ES Associates LLC

301 South 13th Street Suite 400
Lincoln, Nebraska 68508
kisselkohoutes.com
Phone: 402-476-1188
Fax: 402-476-6167

INVOICE

October 1, 2024

Inv. #UCSC-L-1024

Bill To: United Cities of Sarpy County
Brenda Gunn, City Administrator
City of LaVista
8116 Park View Blvd
LaVista, Nebraska 68128

LEGISLATIVE SERVICES

Current Due:

October 1, 2024 – September 30, 2025 \$10,812.55
\$54,107.00- \$44.24 / 5 cities = \$10,812.55

Total Due: \$10,812.55

Please remit, net 30, to
Joseph D. Kohout
Kissel Kohout ES Associates LLC
301 S. 13th Street, Suite 400
Lincoln, NE 68508

*OK 10-15-24
Consent
1-11-0314*

A 2% service charge per month (24% per annum) will be charged on all overdue accounts after that date. Thank you for your business!

We now accept all major credit cards as a method of payment. Please email Joe Kohout at jkohout@kisselkohoutes.com if you desire to take advantage of this option!

Consent Agenda 10/15/2024



1015 North 98th Street, Suite 300
Omaha, NE 68114-2357
(402) 391-2211

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

Invoice number 5524-00-001
Date 10/04/2024

Project 5524-00 City of La Vista Public Library
Renovation

Professional Services through September 30, 2024

Study

Lump Sum Fee: \$9,500.00

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Study	9,500.00	31.58	3,000.00	0.00	3,000.00
Total	9,500.00	31.58	3,000.00	0.00	3,000.00

Invoice total **3,000.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
5524-00-001	10/04/2024	3,000.00	3,000.00				
	Total	3,000.00	3,000.00	0.00	0.00	0.00	0.00

05.71.0917.000-LIBR23001

R. Ramirez
10/8/24



Value Focused. Community Minded. Quality Driven.

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

October 09, 2024

Project No: 0000-120869.00

Invoice No: 297505

Preliminary & Final Design
Giles Road, BNSF Bridge to Interstate 80 Eastbound On-Ramp Improvements
M376(230) STRT-17-003

Professional Services from August 26, 2024 to September 30, 2024

Task 00001 PM, Coordination, Meeting & QC

Professional Personnel

	Hours	Rate	Amount	
Project Engineer II				
Barahona, Alejandro	5.00	150.00	750.00	
Totals	5.00		750.00	
Total Labor				750.00
			Total this Task	\$750.00

Task 00002 Site Inv, Traffic Eng & Alternative Eval

Professional Personnel

	Hours	Rate	Amount	
Project Engineer II				
Barahona, Alejandro	1.00	150.00	150.00	
Totals	1.00		150.00	
Total Labor				150.00

Unit Billing

9/11/2024	2020 Chevy Silverado 1500-YFK873 23CVN2	20.0 Miles @ 0.67	13.40	
Total Units			13.40	13.40
			Total this Task	\$163.40

Task 00004 Final Design & Bid Package Development

Professional Personnel

	Hours	Rate	Amount	
Sr Project Manager				
Sockel, Jeffery	3.50	270.00	945.00	
Sr Project Manager				
O'Bryan, Timothy	10.00	220.50	2,205.00	
Project Manager II				
Carpenter, Daniel	46.50	198.00	9,207.00	
Project Engineer II				
Barahona, Alejandro	28.00	150.00	4,200.00	

Project	0000-120869.00	La Vista Giles Rd BNSF Bridge to I-80			Invoice	297505
Designer II						
Najera, Gabriel		147.00	132.00	19,404.00		
Intern						
Goff, Alexander		38.00	67.50	2,565.00		
Totals		273.00		38,526.00		
Total Labor						38,526.00
				Total this Task		\$38,526.00
Billing Limits		Current	Prior	To-Date		
Total Billings		39,439.40	127,059.26	166,498.66		
Limit				211,749.82		
Remaining				45,251.16		
				Total this Invoice		\$39,439.40

CHTC PAY
pmd 10/9/24

05.71.0917.000 - STRT 17003

PAYMENT RECOMMENDATION NO. 3 ON CONTRACT FOR
LA VISTA MILL AND OVERLAY LA VISTA - GRANVILLE EAST

Owner: The City of LaVista, Nebraska
8116 Park View Boulevard
LaVista, NE 68128

Contractor: Western Engineering Co.
P. O. Box 350
Harlan, IA 51537

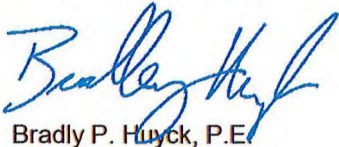
ORIGINAL CONTRACT AMOUNT: \$1,347,918.50
REVISED CONTRACT AMOUNT: \$1,569,467.10
AMOUNT OF PREVIOUS PAYMENT RECOMMENDATION(S): \$1,490,993.75

Item	Description	Approx. Quantities	Unit Price	Amount
1	Mobilization/Demobilization	1 L.S.	\$ 135,000.00 / L.S.	\$ 135,000.00
2	Traffic Control	1 L.S.	\$ 5,800.00 / L.S.	\$ 5,800.00
3	Remove Combination Curb & Gutter	4,395 L.F.	\$ 15.50 / L.F.	\$ 68,122.50
4	Perform 2" Cold Planing - Asphalt (105.003) or Concrete (105.013)	31,917 S.Y.	\$ 2.90 / S.Y.	\$ 92,559.30
5	Remove & Replace Curb Inlet Top - Type I/II/III	23 EA.	\$ 2,650.00 / EA.	\$ 60,950.00
6	Remove & Replace Curb Inlet Top - Irregular	9 EA.	\$ 3,550.00 / EA.	\$ 31,950.00
7	Remove Driveway Pavement	287 S.Y.	\$ 13.50 / S.Y.	\$ 3,874.50
8	Remove Sidewalk Pavement	6,893 S.F.	\$ 2.05 / S.F.	\$ 14,130.65
9	Construct 2" Asphalt Surface Course Type SPR (PG64-34)	3,969.49 TONS	\$ 115.50 / TONS	\$ 458,476.10
10	Construct 5" PCC Sidewalk	7,293 S.F.	\$ 6.15 / S.F.	\$ 44,851.95
11	Construct PCC Curb Ramp	1,708 S.F.	\$ 16.40 / S.F.	\$ 28,011.20
12	Construct Detectable Warning Panel	496 S.F.	\$ 30.50 / S.F.	\$ 15,128.00
13	Construct 5" PCC Stamped Pavement	800 S.F.	\$ 6.25 / S.F.	\$ 5,000.00
14	Construct 6" Concrete Driveway (Type L65)	293 S.Y.	\$ 64.50 / S.Y.	\$ 18,898.50
15	Construct 10" Combination Curb & Gutter	4,395 L.F.	\$ 41.00 / L.F.	\$ 180,195.00
16	Install Curb Inlet Protection	0 EA.	\$ 26.00 / EA.	\$ 0.00
17	Maintain Curb Inlet Protection	0 EA.	\$ 26.00 / EA.	\$ 0.00
18	Remove Curb Inlet Protection	0 EA.	\$ 26.00 / EA.	\$ 0.00
19	Install Sodding	1,100 S.Y.	\$ 8.20 / S.Y.	\$ 9,020.00
20	Permanent Paint Marking (4" White)	0 L.F.	\$ 1.05 / L.F.	\$ 0.00
21	Permanent Paint Marking (4" Yellow)	0 L.F.	\$ 1.05 / L.F.	\$ 0.00

Item	Description	Approx. Quantities		Unit Price			Amount
22	Permanent Paint Marking (24" White)	0	L.F.	\$	6.50 /	L.F. \$	0.00
23	Furnish and Install Traffic Posts & Signs	0	EA.	\$	360.00 /	EA. \$	0.00
24	Remove & Reinstall Sign	6	EA.	\$	190.00 /	EA. \$	1,140.00
Alternate Bid #1 (Lantana Court)							
25	Remove Combination Curb & Gutter	74	L.F.	\$	31.00 /	L.F. \$	2,294.00
26	Perform 2" Cold Planing - Asphalt	830	S.Y.	\$	5.25 /	S.Y. \$	4,357.50
27	Remove Sidewalk Pavement	99	S.F.	\$	2.10 /	S.F. \$	207.90
28	Construct 2" Asphalt Surface Course, Type SPR (PG64-34)	100	TONS	\$	125.00 /	TONS \$	12,500.00
29	Construct 5" PCC Sidewalk	64	S.F.	\$	6.30 /	S.F. \$	403.20
30	Construct 10" Combination Curb & Gutter	74	L.F.	\$	42.00 /	L.F. \$	3,108.00
31	Subgrade Preparation	325	S.Y.	\$	2.60 /	S.Y. \$	845.00
32	Remove & Construct 9" Concrete Base (Type L85) with Integral Curb	325	S.Y.	\$	88.00 /	S.Y. \$	28,600.00
Alternate Bid #2							
33	Subgrade Preparation	3,443	S.Y.	\$	2.60 /	S.Y. \$	8,951.80
34	Remove & Construct 9" Concrete Base (Type L85) with Integral Curb	3,443	S.Y.	\$	89.00 /	S.Y. \$	306,427.00
SUBTOTAL CONTRACT							\$ 1,540,802.10
Change Order No. 1 Additions							
CO.1	Junction Box Remove & Rebuild	1	L.S.	\$	19,425.00 /	L.S. \$	19,425.00
CO.2	Adjust Manhole	11	EA.	\$	840.00 /	EA. \$	9,240.00
SUBTOTAL CHANGE ORDER NO. 1 Additions							\$ 28,665.00
TOTAL							\$ 1,569,467.10
LESS 2.5% RETAINED							\$ 39,236.68
LESS PREVIOUS PAYMENT RECOMMENDATION(S)							\$ 1,490,993.75
AMOUNT DUE CONTRACTOR							\$ 39,236.68

We recommend that payment in the amount of **\$39,236.68** be made to Western Engineering Co.

Respectfully submitted,


Bradly P. Huyck, P.E.

THOMPSON, DREESSEN & DORNER, INC.

BPH/alj

cc: Western Engineering Co.

OK TO PAY
PMD 10/10/24
05.71.0917000-START 24005



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

INVOICE

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

TD2 South Dakota Office
5000 S. Minnesota Ave., Unit 312, Sioux Falls, SD 57108
Office: 605/951-0886

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

Invoice number 166081
Date 10/10/2024
Project 0171-422 CENTRAL PARK
IMPROVEMENTS

Professional Services from August 21, 2024 through September 30, 2024

Description	Current Billed
Construction Staking	919.60
Set control points	
Task A3.0 - Central Park Road Construction Plans	0.00
Task A3.1 - Central Park Road Construction Observation	0.00
Total	919.60

Invoice total 919.60

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
166081	10/10/2024	919.60	919.60				
	Total	919.60	919.60	0.00	0.00	0.00	0.00

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

CHYO PAY
PMD 10/10/24
05.71.0917.000 - STRT 24006



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

INVOICE

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

TD2 South Dakota Office
5000 S. Minnesota Ave., Unit 312, Sioux Falls, SD 57108
Office: 605/951-0886

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

Invoice number 166078
Date 10/10/2024

Project 0171-425 STREET RESURFACING - 2024

Professional Services from August 5, 2024 through September 30, 2024

	Amount	
Surveying Services		
Contract Amount	25,500.00	
Percent Complete	100.00	
Total Billed	25,500.00	
Prior Billed	25,500.00	
	Current Billed	0.00
Civil Engineering Services		
Contract Amount	55,000.00	
Percent Complete	100.00	
Total Billed	55,000.00	
Prior Billed	55,000.00	
	Current Billed	0.00
Geotechnical, Materials Testing, and Construction Observation		
Contract Amount	59,500.00	
Percent Complete	97.50	
Total Billed	58,012.50	
Prior Billed	17,850.00	
	Current Billed	40,162.50
	Total	40,162.50
	Invoice total	40,162.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
166078	10/10/2024	40,162.50	40,162.50				
	Total	40,162.50	40,162.50	0.00	0.00	0.00	0.00

OK TO PAY
PMD 10/10/24
05.71.0917.000 - STAD 4005

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

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 15, 2024 AGENDA**

Subject:	Type:	Submitted By:
PAYMENT AUTHORIZATION – SALT STORAGE FACILITY REPAIR	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing payment to the City of Papillion for replacement of the Salt Storage Facility cover in an amount not to exceed \$29,362,83.

FISCAL IMPACT

The FY25/FY26 Biennial Budget provides funding for the proposed payment.

RECOMMENDATION

Approval.

BACKGROUND

On June 16, 2015, the Cities of La Vista and Papillion entered an Interlocal and License Agreement for the construction of a Salt Storage Facility and Fueling Island. The agreement called out that all maintenance and repairs be split between the agencies 50/50.

The Clear Span Salt Storage Facility cover has an expected life of approximately 10-15 years. This is the first time the cover has been completely replaced. Repairs were made to a portion of the cover in 2018 from storm damage that year.

RESOLUTION NO. ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING PAYMENT TO THE CITY OF PAPILLION FOR THE REPLACEMENT OF THE COVER AT THE SALT STORAGE FACILITY IN AN AMOUNT NOT TO EXCEED \$29,362.83.

WHEREAS, the Interlocal and License Agreement with the City of Papillion for construction of the salt shed stated that all maintenance repairs would be split 50/50 between the agencies; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for the proposed purchase; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize payment to the City of Papillion for the replacement of the tarp cover at the salt storage facility in an amount not to exceed \$29,362.83.

PASSED AND APPROVED THIS 15TH DAY OF OCTOBER 2024.

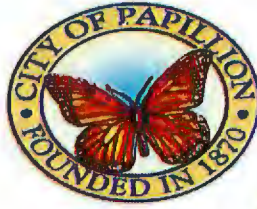
CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

CITY OF PAPILLION
22 E 3rd St.



INVOICE

Papillion NE 68046
Phone: 402-597-2024 Fax: 402-827-6614

Date	Number	Page
09/17/2024	2024322	1

Bill To: City of La Vista
8116 Park View Blvd
La Vista NE 68128

Customer No. 344

Attention: Pamela A Buethe

Terms: Due Upon Receipt

Quantity	Description	Unit Price	Net Amount
1.0000	Cost of salt shed roof replacement	29362.8300	29,362.83
Thank you!		Amount	29,362.83
		Freight	
		Balance Due	<u>29,362.83</u>

OK for Payment
01.20 0401
JS

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 15, 2024 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – WELDER REPLACEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRADY SMALL STREET SUPERINTENDENT

SYNOPSIS

A resolution has been prepared authorizing payment to Matheson, Omaha, Nebraska for emergency replacement of a welder for the Public Works Department in an amount not to exceed \$5,925.

FISCAL IMPACT

The FY25/FY26 Biennial Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval.

BACKGROUND

The welder will be replacing 21-year-old existing welder. This welder is to make repairs on all city equipment and is essential for repairs on winter equipment.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING PAYMENT TO MATHESON, OMAHA, NEBRASKA FOR EMERGENCY REPLACEMENT OF A WELDER IN AN AMOUNT NOT TO EXCEED \$5,925.00.

WHEREAS, the City Council of the City of La Vista has determined replacement of the welder is necessary; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for the proposed purchase; and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator 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 approve payment to Matheson, Omaha, Nebraska for emergency replacement of a welder in an amount not to exceed \$5,925.00.

PASSED AND APPROVED THIS 15TH DAY OF OCTOBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



MATHESON
The Gas Professionals

QUOTATION

38894304782

QUOTE

FOR CHEMICAL EMERGENCY
SPILL, LEAK, FIRE, EXPOSURE, OR ACCIDENT
CALL CHEMTREC - DAY OR NIGHT
800-424-9300

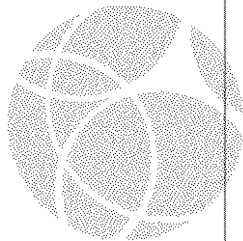
For calls originating outside the Continental U.S.:
202-483-7616 - Washington, DC, Collect
ALL CALLS ARE RECORDED

CAUTION: Use no oil or lubricant of any kind on oxygen cylinders, valves, gauges, regulators, or other fittings as such is dangerous and may cause explosions.

S H I P T O
CITY OF LAVISTA/PUBLIC WORKS
8116 PARK VIEW BLVD
LAVISTA NE 68128-2132

S O L D B Y
MATHESON TRIGAS INC
8990 F STREET
OMAHA NE 68127
402-331-1400

QTE		26-SEP-24 03:48PM kkaup		000-000-0000		Ship Date: 09/26/24		A46		KMK	
ORDER 0040356118-00		DATE 09/26/24		TERR 270013		SALES 000B80		SHIP VIA WILL CALL		UPS 0 PAGE 001 OF 001	
CUST 98356		NAMECITY OF LA VISTA		BRN270013		HDGD P/O 17-0052				OTHZN 00 COL PPD X	
QTY SHIPPED	UOM	H M	DESCRIPTION HAZARD CLASS & I.D. NUMBER	LINE NO.	ITEM NUMBER	QTY ORDERED	QTY BKORD	BIN LOC	WEIGHT	UNIT AMOUNT	EXTENDED AMOUNT
1	EA		We reserve the right, in our sole and exclusive discretion, to refuse to sell our products to anyone for any reason. ***** QUOTE ***** Quote Expiration Date: 10/26/24 ** Location: 270013 ** MILLER MULTIMATIC 255 WITH EZ LATCH DUAL RUNNING GEAR AND TIG MFG PART #:951768 *** Serial Numbers Required ***	1	MIL 951768	1	0			5925.0000	5925.00N
										Subtotal	5925.00
										Tax	0% .00
										Total Sale	5925.00



MATHESON
The Gas Professionals

NOTE	<input type="checkbox"/> CARRIERS VEHICLE PLACARDED ACCORDING TO EXISTING REGULATIONS	CASH RECEIVED \$
	TOTAL EMPTY CYLINDERS RETURNED SUBJECT TO INSPECTION AT SELLER PLANT	
	RECEIVED - FOR SELLER	ACCEPTED - FOR ABOVE VENDEE

ORDER #

CUSTOMER #

This is to certify that the herein-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

PLACARDS OFFERED FOR CARRIER VEHICLES ACCORDING TO EXISTING REGULATIONS

ALL SALES ARE SUBJECT TO MATHESON TERMS AND CONDITIONS, POSTED AT www.mathesongas.com. NO TERMS AND CONDITIONS CAN BE MODIFIED EXCEPT BY A WRITING SIGNED BY AN AUTHORIZED OFFICER OF SELLER AND BUYER. UNLESS OTHERWISE NOTED, QUOTATION IS VALID FOR 30 DAYS.

ORIGINAL COPY

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 15, 2024 AGENDA**

Subject:	Type:	Submitted By:
PAYMENT AUTHORIZATION – TRUCK REPAIR	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRADY SMALL STREET SUPERINTENDENT

SYNOPSIS

A resolution has been prepared authorizing payment to AAMCO Transmissions, Omaha, NE for transmission repair on the 2015 Chevy Pickup Truck in an amount not to exceed \$5,789.00.

FISCAL IMPACT

The FY25/FY26 Biennial Budget provides funding for the proposed payment.

RECOMMENDATION

Approval.

BACKGROUND

This a 2015 - 3500 Chevy Pickup with 57,012 miles. This pickup is used in daily operations for street repairs, hauling the skid steer trailer for panel replacements and roller trailer for the asphalt patching crew. This truck is equipped with a 2-yard sander and 10FT plow which is assigned to a district for plowing and sanding during winter operations. The trucks check engine light reported a problem and metal shavings were found in the transmission fluid.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING PAYMENT TO AAMCO TRANSMISSIONS, OMAHA, NEBRASKA FOR TRANSMISSION REPAIR ON THE 2015 CHEVY PICKUP TRUCK IN AN AMOUNT NOT TO EXCEED \$5,789.00.

WHEREAS, the City Council of the City of La Vista has determined that transmission repair on the 2015 Chevy Pickup truck is necessary; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for the proposed repair; 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 approve payment to AAMCO Transmissions, Omaha, Nebraska for transmission repair on the 2015 Chevy Pickup truck in an amount not to exceed \$5,789.00.

PASSED AND APPROVED THIS 15TH DAY OF OCTOBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

**Aam Trans Corp.**

1600 Avenue A
Council Bluffs, IA 51501
Tel: (712) 328-3818 • Fax: (712) 328-3601
6654@aamcoemail.com • <http://www.aamco-councilbluffs.com>

Repair Order J146289

Service Advisor: Mike Williams
Technician: MATT OLSEN
Date: 09-30-2024 08:28 AM
Estimate: Q140138

Customer Jeff Cox/ City Of Lavista (COX007)
9900 Portal Rd
La Vista NE 68128

Cell: 402-214-7880

JCOX@CITYOFLAVISTA.ORG

Vehicle 2015 Chevrolet Silverado 3500 HD WT
6.0 GAS - WHITE
1GB4KZCG2FF587966
6L90

Miles In: 57,012
Miles Out: 57,012
License Plate: 31792 NE

**Customer Issues and
Advisories**

Symptoms and Diagnostic Trouble Codes
HAS TCC CODE FLUID HAS METAL IN IT

Work to be Performed**Automatic Transmission 36/50,000 MILE LIMITED WARR**

Labor	Tech	Total
Remove & Replace - Automatic Transmission/ Transaxle - Automatic Transmission - Transmission, R&R		2,268.00
Remove & Replace - Automatic Transmission/ Transaxle - Automatic Transmission - Transmission, R&R - NOTE - To Flush Cooler Lines, Add		108.00
Remove & Replace - Automatic Transmission/ Transaxle - Automatic Transmission - Transmission, R&R - NOTE - To R&R Driveplate, Add		36.00

Parts	Part No	Qty	Price	Total
Transmission		1.00	3,288.00	3,288.00

Automatic Transmission 36/50,000 MILE LIMITED WARR SubTotal **\$5,700.00**

Total **Proposed Completed Date**
10-01-2024 4:30 PM

Labor 2,412.00
Parts 3,288.00
Hazmat* 0.00
Supplies* 89.00
Taxes 0.00

Repair Order Total \$5,789.00

* Shop Supply & Hazmat Fees: This charge represents costs and profits (where applicable) to this repair facility for miscellaneous shop supplies, and/or waste removal



INTERNATIONAL CUSTOMER SERVICE
410 Horsham Rd, Horsham, PA 19044
Call Toll Free 1-800-529-0401

Aam Trans Corp.

Tel: (712) 328-3818 • Fax: (712) 328-3601

Jeff Cox/ City Of Lavista (COX007) • 2015 Chevrolet Silverado 3500 HD WT

Repair Order J146289

Date: 09-30-2024 08:28 AM

Authorization

Original Estimate Total: 5,789.00

Authorization Method: In Person

Date: 10-01-2024 11:53 AM

Contact Details:

Authorized By: Jeff Cox/ City Of Lavista

X

Customer Signature

Save replacement parts for inspection or return? (Core may apply)

☐

Yes

☐

No

All Quotes / Estimates valid for 30 days.

User: LALKEMA

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
143346	10/02/2024	BARCAL, ROSE	160.00	N
143347	10/02/2024	IMAGE MARKET	356.80	N
143348	10/02/2024	LEAGUE OF NEBRASKA MUNICIPALITIE	55,098.00	N
143349	10/02/2024	METROPOLITAN COMMUNITY COLLEG	25,760.17	N
143350	10/02/2024	NL & L CONCRETE	299,793.70	N
143351	10/15/2024	ABE'S TRASH SERVICE	72.00	N
143352	10/15/2024	AMAZON CAPITAL SERVICES, INC.	5,075.89	N
143354	10/15/2024	ARCORO HOLDINGS CORP	1,733.33	N
143355	10/15/2024	ARNOLD MOTOR SUPPLY	494.66	N
143356	10/15/2024	ASPEN EQUIPMENT COMPANY	166.52	N
143357	10/15/2024	BAKER & TAYLOR LLC	47.42	N
143358	10/15/2024	BAUER BUILT INC	196.50	N
143359	10/15/2024	BRITE IDEAS DECORATING	35,520.70	N
143360	10/15/2024	BRODART COMPANY	73.52	N
143361	10/15/2024	BSN SPORTS LLC	4,260.00	N
143362	10/15/2024	BUETHE, PAM	59.90	N
143363	10/15/2024	CENTER POINT, INC.	242.10	N
143364	10/15/2024	CITY OF PAPILLION	16,556.50	N
143365	10/15/2024	COMP CHOICE INC	470.00	N
143366	10/15/2024	CONCRETE SUPPLY, INC.	3,204.50	N
143367	10/15/2024	CONVERGINT TECHNOLOGIES LLC	496.74	N
143368	10/15/2024	CROUCH RECREATION	66,470.00	N
143369	10/15/2024	D & K PRODUCTS	3,644.50	N
143370	10/15/2024	DEMCO INCORPORATED	65.55	N
143371	10/15/2024	DIAMOND VOGEL PAINTS	127.50	N
143372	10/15/2024	EDGEWEAR SCREEN PRINTING	3,774.00	N
143373	10/15/2024	ELEVATE ROOFING	1,892.64	N
143374	10/15/2024	FIKES COMMERCIAL HYGIENE LLC	165.00	N
143375	10/15/2024	FNIC	6,725.75	N
143376	10/15/2024	GALE	92.22	N
143377	10/15/2024	GENUINE PARTS COMPANY-OMAHA	72.32	N
143378	10/15/2024	GRAINGER	191.45	N
143379	10/15/2024	GUARDIAN ALLIANCE TECHNOLOGIES I	450.00	N
143380	10/15/2024	HARM'S CONCRETE INC	354.82	N
143381	10/15/2024	HOBBY LOBBY STORES INC	66.29	N
143382	10/15/2024	HONEYMAN RENT-ALL #1	745.72	N
143383	10/15/2024	HOTSY EQUIPMENT COMPANY	26.14	N
143384	10/15/2024	INGRAM LIBRARY SERVICES LLC	3,092.16	N
143385	10/15/2024	INTERNATIONAL CODE COUNCIL	69.00	N
143386	10/15/2024	JOHNSTONE SUPPLY CO	85.65	N
143387	10/15/2024	KANOPY, INC.	145.00	N
143388	10/15/2024	KIMBALL MIDWEST	572.58	N
143389	10/15/2024	LARSON, CRYSTAL	414.00	N
143390	10/15/2024	LILLIANNA SPANGLER	506.32	N
143391	10/15/2024	LUCY SPORT	200.00	N
143392	10/15/2024	MENARDS-RALSTON	93.93	N
143393	10/15/2024	METRO AREA TRANSIT	884.00	N
143394	10/15/2024	MIDWEST TAPE	56.07	N
143395	10/15/2024	MR. PICNIC	362.70	N
143396	10/15/2024	MSC INDUSTRIAL SUPPLY CO	536.98	N
143397	10/15/2024	MURPHY TRACTOR/POWERPLAN	1,330.10	N
143398	10/15/2024	NEBRASKA LIBRARY COMMISSION	1,347.40	N
143399	10/15/2024	O'REILLY AUTO PARTS	3,375.90	N
143400	10/15/2024	OCLC INC	11.99	N
143401	10/15/2024	OFFICE DEPOT INC	758.40	N
143402	10/15/2024	OLSON, KRISTEN	18.76	N
143403	10/15/2024	OMAHA WORLD-HERALD	188.79	N
143404	10/15/2024	PAPILLION SANITATION	630.46	N
143405	10/15/2024	PETTY CASH	299.59	N
143406	10/15/2024	POMP'S TIRE SERVICE, INC	1,865.28	N

User: LALKEMA

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
143407	10/15/2024	QUADIENT, INC	250.00	N
143408	10/15/2024	REACH SPORTS MARKETING GROUP, I	700.00	N
143409	10/15/2024	SARPY COUNTY COURTHOUSE	4,627.00	N
143410	10/15/2024	SARPY COUNTY FISCAL ADMINSTRTN	10,185.90	N
143411	10/15/2024	SCHOLASTIC INC.	91.00	N
143412	10/15/2024	SIGN IT	854.00	N
143413	10/15/2024	STAGEPAY SERVICES INC	2,046.19	N
143414	10/15/2024	SUBURBAN NEWSPAPERS INC	223.21	N
143415	10/15/2024	THE COLONIAL PRESS, INC	168.76	N
143416	10/15/2024	THE PENWORTHY COMPANY	259.54	N
143417	10/15/2024	THE SCHEMMER ASSOCIATES INC	495.00	N
143418	10/15/2024	TRANS UNION RISK AND ALT. DATA S	75.00	N
143419	10/15/2024	UNITE PRIVATE NETWORKS LLC	4,950.00	N
143420	10/15/2024	UNMC	400.00	N
143421	10/15/2024	VERIZON WIRELESS	18.02	N
143422	10/15/2024	VIERREGGER ELECTRIC COMPANY	1,667.50	N
143423	10/15/2024	VOIANCE LANGUAGE SERVICES, LLC	134.55	N
143424	10/15/2024	WALMART COMMUNITY BRC	1,594.64	N
143425	10/15/2024	WELDON PARTS INC.	610.25	N
143426	10/15/2024	WESTLAKE HARDWARE INC NE-022	989.89	N
143427	10/15/2024	WOODHOUSE FORD-BLAIR	2,281.77	N
1261890(E)	10/15/2024	ACTIVE NETWORK LLC	188.67	N
1261891(E)	10/15/2024	B&H PHOTO/VIDEO	120.69	N
1261892(E)	10/15/2024	BOK FINANCIAL	1,106,042.78	N
1261893(E)	10/15/2024	CENTURY LINK/LUMEN	80.43	N
1261894(E)	10/15/2024	COX COMMUNICATIONS, INC.	893.65	N
1261895(E)	10/15/2024	CULVERS RESTURANT	154.50	N
1261896(E)	10/15/2024	ESSENTIAL SCREENS	44.60	N
1261897(E)	10/15/2024	FONTENELLE FOREST	175.00	N
1261898(E)	10/15/2024	GREAT PLAINS COMMUNICATION	1,084.19	N
1261899(E)	10/15/2024	GREATAMERICA FINANCIAL SERVICES	1,678.68	N
1261900(E)	10/15/2024	MARCO INCORPORATED	153.87	N
1261901(E)	10/15/2024	MID-AMERICAN BENEFITS INC	2,115.96	N
1261902(E)	10/15/2024	PAYROLL MAXX	845.75	N
1261903(E)	10/15/2024	U.S. CELLULAR	2,271.33	N
1261904(E)	10/15/2024	WALMART	29.98	N
1261905(E)	10/15/2024	ADP INC	862,898.32	N
1261906(E)	10/15/2024	LOWES	665.05	N
1261907(E)	10/15/2024	MISSIONSQUARE RETIREMENT	151,071.66	N
1261908(A)	10/15/2024	FRATERNAL ORDER OF POLICE	1,965.00	N
1261909(A)	10/15/2024	POLICE & FIREMEN'S INSURANCE	255.66	N
1261910(A)	10/15/2024	UNION BANK & TRUST	50.00	N
TOTAL:			2,716,955.90	

APPROVED BY COUNCIL MEMBERS ON: 10/15/2024

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 15, 2024 AGENDA**

Subject:	Type:	Submitted By:
ZONING TEXT AMENDMENTS – SECTION 5.17 & THE GATEWAY CORRIDOR DISTRICT DESIGN	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and an ordinance prepared to amend Section 5.17 of the La Vista Zoning Ordinance and the Gateway Corridor District Design Guideline booklet to provide various updates and improvements.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

The current Gateway Corridor District Design Guidelines are well over a decade old and have not been updated since their incorporation into the zoning ordinance. Over the past year, city staff and our design review architect with Schemmer have worked to extensively refine the existing guidelines booklet. The resulting changes provide much more clarity to the requirements and options. These changes, combined with amendments to the application form, are designed to streamline the design review process.

Verbiage throughout Section 5.17 of the zoning ordinance has also been updated to reflect the modifications to the Gateway Corridor District Design Guideline booklet.

ORDINANCE NO. ____

AN ORDINANCE TO AMEND SECTION 5.17 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTION 5.17 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 5.17. Section 5.17 of the Ordinance No. 848 is hereby amended to read as follows:

Section 5.17 GATEWAY CORRIDOR DISTRICT (OVERLAY DISTRICT)

5.17.01 Intent:

The City of La Vista has established basic site and building development criteria to be implemented within the boundaries of this overlay district *for all multi-family, industrial, and commercial building projects*. The Gateway Corridor District has been established in order to implement the policies developed in the Future Land Use Plan portion of the Comprehensive Development Plan. These criteria include, but are not limited to the following: landscaping, building material selection, lighting, and interior street development. The purpose for regulating these issues is to provide for cohesive and properly developed entrances into the City corridor. Guiding development in this manner promotes the general health, safety and welfare of the residents within the zoning jurisdiction of the City, by providing quality design and construction which will also aid in the protection of past and future investment in the corridor. **(Ordinance No. 1172, 3-20-12)**

Within the Gateway Corridor Overlay District there is a sub-area secondary overlay centered on the intersection of 96th and Giles Road (see Official Zoning map). The purpose of this secondary overlay evolves around a partnership between the City of La Vista and Metropolitan Community College which have made a significant investment in the community with the new La Vista Public Library / MCC Sarpy Center. The City's desire is that this district be the standard of quality for all *multi-family, industrial, and commercial building* projects within this *geographically defined area*. See Section 5.17.06 for special design criteria for this sub-area. **(Ordinance No. 1048, 10-2-07)**

5.17.02 Purpose:

The purpose of these criteria is to establish a checklist of those items that affect the physical aspect of La Vista's environment. Pertinent to appearance is the design of the site, building and structures, planting, signs, street hardware, and miscellaneous other objects that are observed by the public.

The criteria contained herein are not intended to restrict imagination, innovation or variety, but rather to assist in focusing on design principles that can result in creative solutions that will develop a satisfactory visual appearance within the city, preserve taxable values, and promote the public health, safety and welfare.

5.17.03 Geographic Area:

For a geographically defined area of the Gateway Corridor Overlay District, see the Official Zoning Map. If a site is partially covered by said overlay district, then the entire site is to be covered by these regulations. **(Ordinance No. 1048, 10-2-07) (Ordinance No. 1172, 3-20-12)**

The sub-area secondary overlay -area occurs within all developments that front on the 96th Street and Giles Road corridors including:

- Giles Road Corridor – from 90th Street to 108th Street.
- 96th Street Corridor – from Harrison Street to *Portal* Road

If a site is partially covered by said sub-area secondary overlay district, then the entire portion of the site facing 96th and/or Giles Road is to be covered by these regulations. See Section 5.17.06 for special design criteria for this geographic area. *For a geographically defined area, see the Official Zoning Map. (Ordinance No. 1048, 10-2-07)*

5.17.04 Criteria for Application:

5.17.04.01 New construction and modification of existing buildings, including the structure and the surrounding property, are required to have compliance reviewed through the design review process.

5.17.04.02 Exceptions:
Conformance to this Building Criteria shall not apply if the project consists of one of the following:

1. Construction or modification of a single-family residence or duplex, unless such single-family residence or duplex is part of/located within a Planned Unit Development (PUD), or redevelopment area.
2. Structural Modification which will not be visible from outside the structure.

5.17.05 Criteria for Appearance

5.17.05.01 Relationship of Buildings to Site.
The site shall be planned to accomplish a desirable transition with the streetscape and to provide for adequate planting, safe pedestrian movement, and parking areas.

1. Site planning is encouraged to provide an interesting relationship between buildings.
2. Building and site designs shall relate to and promote pedestrian scale.
3. Parking areas shall be treated with decorative elements, building wall extensions, plantings, berms, or other innovative means so as to screen parking areas from view from public ways and adjacent properties.
4. Without restricting the permissible limits of the applicable zoning district, the height and scale of each building shall be compatible with its site and existing (or anticipated) adjoining buildings. Multi-story facades shall be divided providing pedestrian scale.

5. Newly installed utility services, and service revisions necessitated by exterior alterations, shall be underground.
6. Public art, if included in the design, should be integrated into the design of outdoor environments at a scale that is appropriate to the surrounding area.
7. Additional Considerations for Residential Uses:
 - A.** Units should be clustered to define public open spaces and activity areas.
 - B.** Parks and open space should be integrated into the overall design of the project.
 1. Open space and recreational areas should be designed as an integral part of the project, not as an afterthought.
 2. Open space areas should be planned as a community amenity.
 3. Greater visual, pedestrian and bicycle connectivity use and access should be encouraged.
 - C.** Buildings should be placed to create a street presence and enhance neighborhood character.
 1. When adjacent to single-family residences, side and rear setbacks shall allow for a sufficient planter area to buffer impacts and screen undesirable views.
 - D.** Pedestrian, bicycle and vehicle linkages should be provided to adjacent developments and uses.

5.17.05.02 Relationship of Buildings and Site to Adjoining Area (Outside Of Subdivision).

1. Adjacent buildings of different architectural styles shall be made compatible by such means as screens, sight breaks, and materials.
2. Attractive landscape transitions shall be designed to be compatible to adjoining properties.
3. Harmony in texture, lines, and masses is required. Monotony shall be avoided.

5.17.05.03 Landscape and Site Treatment.

Landscape elements included in these criteria consist of all forms of planting and vegetation, ground forms, rock groupings, water patterns, and all visible construction except buildings and utilitarian structures.

1. Where natural or existing topographic patterns contribute to beauty and utility of a development, they shall be preserved and developed. Modification to topography will be permitted where it contributes to good site design and development. All modifications to topography shall be designed to provide varied and more natural grading practices. Consistent, even topography that provides an engineered feel is not acceptable.
2. Grades of walks, parking spaces, terraces, and other paved areas shall provide an inviting and stable appearance for walking and, if seating is provided, for sitting.

3. Landscape treatments shall be provided to enhance architectural features, strengthen vistas and important axis, and provide shade. Spectacular effects shall be reserved for special locations only.
4. Unity of design shall be achieved by repetition of certain plant varieties and other materials and by correlation with adjacent developments. All projects need to use a minimum of the following listed plant varieties of the plants listed in Appendix A of the Gateway Corridor District Design Guideline Booklet.
 - A minimum of two species listed under the deciduous tree category
 - A minimum of one species listed under the coniferous tree category
 - A minimum of one species listed under the deciduous shrubs category
 - A minimum of one species listed under the coniferous shrubs category
5. Plant material shall be selected for interest in its structure, texture, and color and for its ultimate growth. Plants that are indigenous to the area and others that will be hardy, harmonious to the design, and of good appearance shall be used.
6. The landscape plan shall be designed to provide natural undulating landscape forms. Avoid consistent straight line pairings.
7. Irrigation of all landscape elements as defined above, and turf area is required. Provide specification or information showing compliance in the design submittal.
8. Parking areas and traffic ways shall be enhanced with landscaped spaces containing trees or tree groupings.
9. Following Crime Prevention Through Environmental Design (CPTED) best practices, the 2' X 6' rule for landscaping should be adhered to around building entrances, trails, and gathering spaces, to ensure adequate sight lines and avoid obstructions to uniform lighting. The 2' X 6' rule means that bushes and ground cover are not to be higher than 2', and tree canopies are not to be lower than 6'.
10. Screening of service yards and other places that tend to be unsightly shall be accomplished by use of walls, fencing, planting, or combinations of those. Screening shall be equally effective in winter and summer.
11. Exterior lighting, when used, shall enhance the building design and the adjoining landscape. Lighting standards and fixtures for the parking areas and drives within the building area shall be similar in appearance and quality level as the light fixtures identified in Appendix B of the Gateway Corridor District Design Guideline Booklet. Building fixtures shall be of a design and size compatible with the building and adjacent areas.

Lighting shall be restrained in design and excessive brightness avoided. Wall Pack lighting and exterior lighting with visible lamps is not permitted. Lighting shall be Dark Sky compliant and limit wash onto abutting properties. Exceptions to Dark Sky compliance may

be made for specific emergency lighting situations. Fixture, poles, and/or other support cut sheets are required in the design submittal for all exterior lighting fixtures to be utilized.

Building entrances, travel paths/public walkways, and other highly trafficked pedestrian areas shall be lit for safety and security. Uniform, LED pedestrian-scale lighting should be incorporated in outdoor areas such as pedestrian walkways, plazas, play lots and parking areas.

12. Storm water management shall be integrated into the design of the site and landscaping. Storm water management criteria are found in the following reference materials:

- Papillion Creek Watershed Partnership Storm Water Management Policies
- Storm Water Management Regulations, Chapter 154 of the City of La Vista Municipal Code
- City of La Vista Subdivision Regulations, 2003 edition and latest amendments.
- Omaha Regional Storm Water Design Manual, Draft Revision of Chapter 8 dated June 2012, or latest edition.
- Nebraska Bioretention and Rain Garden Plants Guide, 2010 or latest edition as published by the UNL Extension Office

Plant selection shall take into consideration the depth and duration of storm water ponding in water quality detention areas and shall take into consideration long term operation and maintenance requirements to remove accumulated pollutants and/or to replace amended soils.

5.17.05.04 Building Design – Guidelines for All Uses

1. Architectural style is not restricted: however, architectural style should be consistent throughout the neighborhood. See Appendix C for photos of existing Gateway Corridor-compliant buildings.
Evaluation of the appearance of a project shall be based on the quality of its design and relationship to surroundings and provide a comfortable pedestrian experience.
2. Buildings shall have good scale and be in harmonious conformance with permanent neighboring development.
3. Building components, such as windows, doors, eaves and parapets, shall have good proportions and relationships to one another.
4. Colors shall be harmonious and shall include only compatible accents.
5. Portions of low slope roofs of less than 1/12 may be allowed. They may be either adhered or ballasted. If adhered, the membrane shall be in the lighter color ranges, such as white, to be more energy conscious and less absorptive. An SRI of 29 or greater is required.
6. Equipment Screening: Mechanical equipment or other utility hardware on roof, ground, or buildings shall be screened from public view with materials harmonious with the building, or they shall be so located as not to be visible from the elevation view and all angles associated with any public view. A section view shall be provided

demonstrating appropriate screening. Mechanical screening shall match building elements and materials.

7. Exterior lighting shall be part of the architectural concept. Fixtures, standards, and all exposed accessories shall be harmonious with building design. Use of more energy conscious lamps, such as LEDs or similar, is encouraged.
8. If used, fencing and site furniture, including waste cans, directories, ash urns, bike racks, guard rails or railing enclosures, shall be similar to those as shown in Appendix C of the Gateway Corridor District Design Guideline Booklet. The color of the site furnishings shall blend with the colors of the rest of the building/site.
9. Refuse and waste removal areas, service yards, storage yards, and exterior work areas shall be screened from view from public ways, using materials as stated in criteria for equipment screening. Doors for access shall remain closed except when personnel are present. Designers may consider convenient alternate access for daily pedestrian use such as a side door with closer.
10. All landscaping shall be in compliance with the Landscaping Requirements from the City of La Vista Zoning Ordinance.
11. Monotony of design in single or multiple building projects shall be avoided. Variations of detail, form, and siting shall be used to provide visual interest. In multiple building projects, variable siting of individual buildings may be used to prevent a monotonous appearance.
12. Exterior ladders are not allowed within the Gateway Corridor District.
13. Exterior bracing of parapets or other features shall be screened from elevation views. Screening shall match building elements and materials.

5.17.05.05 Building Design – Commercial and Mixed-Use Buildings

1. Architectural style is not restricted; however architectural style should be consistent throughout the neighborhood. See Appendix C for photos of existing Gateway Corridor-compliant buildings. **Evaluation of the appearance of the projects shall be based on the quality of its design and relationship to surroundings and provide a comfortable pedestrian scale experience.**
2. Commercial and Mixed-Use Buildings shall meet the Guidelines for All Uses (Section IV) and the following use-specific guidelines.
3. All buildings are to be designed from a four-sided (360 degree) structure perspective, thus requiring the same caliber of finishes and design attention on all facades of the building. Large areas of blank exterior are to be avoided and are grounds for non-compliance.
4. Building Materials:
 - a. The primary building material of all portions of the building shall be brick (clay or stone) with its color selected for harmony of the building with adjoining buildings within its subdivision. The City may allow other primary building material of good architectural character. (i.e. integral colored split faced concrete block) for industrial buildings or portions of the building not visible from public view (i.e. facades that back up to landscape buffer

between commercial buildings and residential.) Other secondary building materials shall have good architectural character and shall be selected for harmony of the building with adjoining buildings. Prefinished metal is acceptable for upper levels of multi-story buildings.

- b. Prefinished metal materials shall not utilize exterior fasteners.
 - c. Materials shall be selected for suitability to the type of buildings and the design in which they are used. Buildings shall have the same materials, or those that are architecturally harmonious, used for all building walls and other exterior building components wholly or partly visible from public ways.
 - d. Materials shall be of durable quality such as prefinished or integral color for long life with minimal maintenance. Any material requiring a field-applied finish shall have long life, i.e. coatings such as "TNEMEC" or equal. Product data shall be submitted for review.
 - e. In any design in which the structural frame is exposed to view, the structural materials shall be compatible within themselves and harmonious with their surroundings.
5. Drive-through locations. Transaction location at a drive-through shall not be on an arterial street frontage. Exceptions may be granted due to site restraints.

5.17.05.06 Building Design – Multi-Family Residential Buildings

This category includes multi-family buildings, townhomes, rowhouses, and other multi-family use types as determined by the Community Development Director.

- 1. Architectural style is not restricted; however architectural style should be consistent throughout the neighborhood. See Appendix C for photos of existing Gateway Corridor compliant buildings. **Evaluation of the appearance of the projects shall be based on the quality of its design and relationship to surroundings and provide a comfortable pedestrian scale experience.**
- 2. Multi-Family Residential Buildings shall meet the Guidelines for All Uses (Section IV) and the following use-specific guidelines.
- 3. All buildings are to be designed from a four-sided (360 degree) structure perspective, thus requiring the same caliber of finishes and design attention on all facades of the building. Large areas of blank exterior are to be avoided and are grounds for non-compliance.
- 4. Building Materials:
 - a. The primary building material for the first two stories of the building shall be brick (clay or stone) with its color selected for harmony of the building with adjoining buildings within its subdivision. The City may allow other primary building material of good architectural character for portions of the building not visible from public view (i.e. facades that back up to landscape buffer between the development and adjoining areas.) Other secondary building materials shall have good architectural character and shall be selected for harmony of the building with

adjoining buildings. Prefinished metal is acceptable for upper levels of multi-story buildings.

- b. Prefinished metal materials shall not utilize exterior fasteners.
- c. Materials shall be selected for suitability to the type of buildings and the design in which they are used. Buildings shall have the same materials, or those that are architecturally harmonious, used for all building walls and other exterior building components wholly or partly visible from public ways.
- d. Materials shall be of durable quality such as prefinished or integral color for long life with minimal maintenance. Any material requiring a field-applied finish shall have long life, i.e. coatings such as "TNEMEC" or equal. Product data shall be submitted for review.
- e. In any design in which the structural frame is exposed to view, the structural materials shall be compatible within themselves and harmonious with their surroundings.
- f. Changes in materials and color generally should not occur in the same plane as this may result in a "thin" or applied quality. Changes that correspond to variations in building mass or are separated by a building element achieve greater emphasis on the massing.

5.17.05.07 Building Design – Industrial Buildings

- 1. Architectural style is not restricted; however architectural style should be consistent throughout the neighborhood. See Appendix C for photos of existing Gateway Corridor compliant buildings. **Evaluation of the appearance of the projects shall be based on the quality of its design and relationship to surroundings and provide a comfortable pedestrian scale experience.**
- 2. Industrial Buildings shall meet the Guidelines for All Uses (Section IV) and the following use-specific guidelines.
- 3. Special attention should be placed on the public view with facades and entries facing street frontages.
- 4. Building Materials:
 - a. High Visibility or Sensitive Areas: Includes facades on sides fronting streets or adjacent commercial/residential development areas. The primary building material for facades facing high visibility or sensitive area frontages shall be brick (clay or stone) or architectural precast with its color selected for harmony of the building with adjoining buildings within its subdivision.
 - b. Lower Visibility Areas: Includes facades on non-street side or rear yard sides that do not face adjacent commercial/residential development areas. The City may allow other primary building materials of good architectural character for these portions of the building that are not highly visible from public view.
 - c. Other secondary building materials shall have good architectural character and shall be selected for harmony of the building with adjoining buildings. Prefinished metal is acceptable for upper levels of multi-story buildings. However, prefinished metal materials shall not utilize exterior fasteners.

- d. Materials shall be selected for suitability to the type of buildings and the design in which they are used. Buildings shall have the same materials, or those that are architecturally harmonious, used for all building walls and other exterior building components wholly or partly visible from public ways.
- e. Materials shall be of durable quality such as prefinished or integral color for long life with minimal maintenance. Any material requiring a field-applied finish shall have long life, i.e. coatings such as "TNEMEC" or equal. Product data shall be submitted for review.
- f. In any design in which the structural frame is exposed to view, the structural materials shall be compatible within themselves and harmonious with their surroundings.

5.17.05.08 Building Design – Recreational Buildings

- 1. Architectural style is not restricted; however architectural style should be consistent throughout the neighborhood. See Appendix C for photos of existing Gateway Corridor compliant buildings. **Evaluation of the appearance of the projects shall be based on the quality of its design and relationship to surroundings and provide a comfortable pedestrian scale experience.**
- 2. Recreational Buildings shall meet the Guidelines for All Uses (Section IV) and the following use-specific guidelines.
- 3. Special attention should be placed on the public view with facades and entries facing street frontages.
- 4. Building Materials:
 - a. High Visibility or Sensitive Areas: Includes facades on sides fronting streets or adjacent commercial/residential development areas. The primary building material for facades facing high visibility or sensitive area frontages shall be brick (clay or stone) or architectural precast with its color selected for harmony of the building with adjoining buildings within its subdivision.
 - b. Lower Visibility Areas: Includes facades on non-street side or rear yard sides that do not face adjacent commercial/residential development areas. The City may allow other primary building materials of good architectural character for these portions of the building that are not highly visible from public view.
 - c. Other secondary building materials shall have good architectural character and shall be selected for harmony of the building with adjoining buildings. Prefinished metal is acceptable for upper levels of multi-story buildings. However, prefinished metal materials shall not utilize exterior fasteners.
 - d. Materials shall be selected for suitability to the type of buildings and the design in which they are used. Buildings shall have the same materials, or those that are architecturally harmonious, used for all building walls and other exterior building components wholly or partly visible from public ways.
 - e. Materials shall be of durable quality such as prefinished or integral color for long life with minimal maintenance. Any material requiring a field-applied finish shall have long life, i.e.

coatings such as "TNEMEC" or equal. Product data shall be submitted for review.

- f. In any design in which the structural frame is exposed to view, the structural materials shall be compatible within themselves and harmonious with their surroundings.

5.17.05.09 Signs.

1. Every sign shall have good scale and proportion in its design and in its visual relationship to the buildings and surroundings.
2. Every sign shall be designed as an integral architectural element of the building and site to which it principally relates.
3. The colors, materials, and lighting of every sign shall be restrained and harmonious with the building and sit to which it principally relates.
4. The number of graphic elements on a sign shall be held to the minimum needed to convey the sign's major message and shall be composed in proportion to the area of the sign face.
5. Each sign shall be compatible with signs on adjoining premises and shall not compete for attention.
6. Identification signs of a prototype design and corporation logos shall conform to the criteria for all other signs.
7. Menu Boards shall be incorporated as a site element and not be post mounted. No exposed utilities or conduit is allowed. Locate signs to minimize view from public ways and they are required to be screened with landscaping or by other means.

5.17.05.10 Maintenance – Planning and Design Factors.

1. Continued good appearance depends upon the extent and quality of maintenance. The choice of materials and their use, together with the types of finishes and other protective measures, must be conducive to easy maintenance and upkeep.
2. Materials and finishes shall be selected for their durability and wear as well as for their beauty. Proper measures and devices shall be incorporated into the design for protection against the elements, neglect, damage, and abuse.
3. If prefinished metal is allowed, TNEMEC coated metal, or approved equal are required.

5.17.06 Sub-area Secondary Overlay

5.17.06.01 Special Criteria for Sub-area.

The criteria found in this section are intended to be supplemental to the design standards stated in previous sections of this Article. See section 5.17.02 and 5.17.03 for purpose and geographic area of the Sub-area.

5.17.06.02 Landscape and Site Treatment.

1. Unity of design shall be achieved by repetition of certain plant varieties and other materials and by correlation with adjacent developments. All projects need to use a minimum of the following

listed plant varieties of the plants used at the La Vista Public Library / MCC Sarpy Center. See Gateway Corridor District Design Guideline Booklet for a listing of those plant materials.

- A. A minimum of two (2) species listed under the deciduous tree category.
- B. A minimum of one (1) species listed under the coniferous tree category.
- C. A minimum of one (1) species listed under the deciduous shrub category.
- D. A minimum of one (1) species listed under the coniferous shrub category.

- 2. Exterior lighting, when used, shall enhance the building design and the adjoining landscape. Lighting standards and fixtures for the parking areas and drives within the commercial building area shall be similar in appearance and quality level as the light fixtures used at the La Vista Public Library / MCC Sarpy Center. See Gateway Corridor District Design Guideline Booklet for information on the required light fixture style. Building fixtures shall be of a design and size compatible with the building and adjacent areas. Lighting shall be restrained in design and excessive brightness avoided.

- 5.17.06.03 Building Design.
The primary building material of all portions of the building shall be brick (clay) with its color selected for harmony of the building with adjoining buildings within its subdivision. The La Vista staff and design review architect may allow other primary building designs (of good architectural character i.e. split faced concrete block) for portions of the building not visible from public areas (i.e. facades that back up to landscape buffer between commercial buildings and residential). Other secondary building materials shall have good architectural character and shall be selected for harmony of the building with adjoining buildings.

5.17.07 Factors For Evaluation

The following factors and characteristics, which affect the appearance of a development, will govern the evaluation of a design submission:

- 5.17.07.01 Conformance to ordinances and the Design Guideline.
- 5.17.07.02 Logic of design.
- 5.17.07.03 Exterior space utilization.
- 5.17.07.04 Architectural character.
- 5.17.07.05 Attractiveness of material selection.
- 5.17.07.06 Harmony and compatibility.
- 5.17.07.07 Circulation-vehicular and pedestrian.
- 5.17.07.08 Maintenance aspects.
- 5.17.07.09 Pedestrian Scale

5.17.09 Resubmittal Requirements

After the initial submittal, digital submissions are acceptable, with the exception of material and color samples. A final hard copy submittal in 11" x 17" format shall be required after final approval.

5.17.08 Approval of Changes After Design Acceptance

It is the owner's responsibility to point out and submit any exterior modifications that occur between design acceptance and completion of construction to assure timely issuance of a Certificate of Occupancy.

5.17.10 Process.

5.17.10.01 Pre-application Conference:

A pre-application conference with city staff to give the applicant an opportunity to discuss plans before a great deal of time or money is expended. If a certain design is inappropriate, the applicant will know beforehand. This step is required unless determined unnecessary and waived by the Community Development Director or their designee.

5.17.10.02 Application for Design Review:

The applicant needs to fill out the "Application for Design Review" and submit it along with the required submittals. A listing of required submittals is included as part of the application form. The application fee required for this submittal shall be in accordance with La Vista's Master Fee Schedule.

5.17.10.03 Design Review:

The City of La Vista staff in association with the city design review architect will review the submittal documents for compliance with the Gateway Corridor District Design Guideline Booklet.

5.17.10.04 Schedule of Reviews

A completed application will take approximately three weeks to review. Incomplete applications may cause a delay. Additional reviews will be necessary for all revised submittals until a Certificate of Approval is issued.

5.17.10.05 Certificate of Approval:

Upon a successful review the City of La Vista will issue to the applicant a Certificate of Approval. A copy of this will need to be included with the Building Permit documents in order to receive a Building Permit.

5.17.10.06 Waivers:

The applicant may request the City Administrator to waive strict conformance with Gateway Corridor District Design Guidelines for Small Projects. The City Administrator may grant the request upon written finding that the design enhances its setting and meets the overall intent and spirit of the Design Guidelines.

5.17.10.07 Appeals:

In the event where the applicant, City staff and City design review architect cannot come to an agreement within 180 days of initial application submission, the applicant requests a meeting with the City Administrator regarding an appeal to the City Council. (**Ordinance No. 1172, 3-20-12**)

5.17.10.08 Certificate of Occupancy:

After the building permit is issued, all design requirements must be completed as approved in order for a Certificate of Occupancy to be issued for the building

5.17.10.09 Maintenance of Design Requirements:

The applicant needs to maintain the design requirements for the life of the project. In the event that they fail to do so the City may revoke the Occupancy Permit.

5.17.10.10 Fees:

Fees may apply to each individual step as established in the Master Fee Schedule.

SECTION 2. Repeal of Section 5.17 as Previously Enacted. Section 5.17 of Ordinance No. 848 as previously enacted is hereby repealed.

SECTION 3. 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 4. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

SECTION 5. This ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS 15TH DAY OF OCTOBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 15, 2024 AGENDA

Subject:	Type:	Submitted By:
COMPREHENSIVE PLAN AMENDMENT – ANNEXATION SECTION – CHAPTER 3	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and an Ordinance has been prepared to approve an amendment to the Comprehensive Development Plan (“Comprehensive Plan”) to amend the Annexation section of Chapter 3 of the Comprehensive Plan.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing was held and the Planning Commission recommended the proposed amendments to the Annexation Section of Chapter 3 of the La Vista Comprehensive Plan for approval, as presented with this agenda item.

The City’s Annexation Plan was reviewed as part of the long-range financial planning process.

During the review of the Annexation Plan, the need for modifications were identified. Subsequent changes to the fiscal analysis worksheets were completed and resulted in the following update recommendations:

- Update of the City Limits to reflect annexations finalized in 2020 (OTC).
- Designation of the following areas for consideration in the 5-10 year timeline:
 - Cimarron Woods
 - Portal Ridge
 - Andover Pointe
- Designation of the following areas for consideration in the 15+ year timeline:
 - Millard Highlands South
 - Millard Highlands South II
 - Southridge
 - Stoneybrook South
 - Meadows
 - Lakeview South II
 -

ORDINANCE NO. ____

AN ORDINANCE TO AMEND SECTION 1 OF ORDINANCE NO. 1510 CODIFIED IN LA VISTA MUNICIPAL CODE SECTIONS 151.01 AND 151.02 TO UPDATE AND AMEND THE COMPREHENSIVE DEVELOPMENT PLAN; TO REPEAL SECTION 1 OF ORDINANCE NO. 1510 CODIFIED IN MUNICIPAL CODE SECTIONS 151.01 AND 151.02 AND ANY OTHER CONFLICTING ORDINANCES OR PARTS THEREOF AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND TO PROVIDE FOR THE EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AS FOLLOWS:

WHEREAS, Ordinance No. 1510 dated March 19, 2024 amended, repealed and replaced Section 1 of Ordinance No. 1502, codified in La Vista Municipal Code Sections 151.01 and 151.02 and incorporating the La Vista Comprehensive Plan, Updated December 2018, as amended November 21, 2023, in its entirety with, and adopted, revised Sections 151.01 and 151.02 and thereby the La Vista Comprehensive Plan, Updated December 2018, as amended March 19, 2024 ("Comprehensive Plan") including and incorporating therein without limitation the Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No. 2 to the Redevelopment Plan for the 84th Street Redevelopment Area and Amendment No. 3 to the Redevelopment Plan for the 84th Street Redevelopment Area as Appendices D, E- 1, E-2 and E-3, respectively, in addition to other specified Appendices; and

WHEREAS, an amended comprehensive development plan, titled "La Vista Comprehensive Plan, Updated December 2018", as amended October 15, 2024, and incorporating therein the Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No. 2 to the Redevelopment Plan for the 84th Street Redevelopment Area, and Amendment No. 3 to the Redevelopment Plan for the 84th Street Redevelopment Area as Appendices D, E- 1, E- 2 and E- 3, respectively, in addition to other specified Appendices, is presented with this Ordinance and incorporated herein by this reference;

WHEREAS, the Mayor and City Council desire to amend Ordinance No. 1510 and the Comprehensive Plan, and adopt the La Vista Comprehensive Plan, Updated December 2018, as amended October 15, 2024, including without limitation all Appendices.

NOW THEREFORE, the following are approved:

SECTION 1. Amendment of Section 1 of Ordinance No. 1510 codified in Municipal Code Sections 151.01 and 151.02. Section 1 of Ordinance No. 1510, codified in Municipal Code Sections 151.01 and 151.02, is hereby amended, repealed and replaced in its entirety with the following:

§ 151.01 COMPREHENSIVE PLAN ADOPTED. In order to accommodate anticipated long-range future growth, the La Vista Comprehensive Plan, Updated December 2018, as amended October 15, 2024, and including and incorporating therein, without limitation, the Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment

Area, Amendment No. 2 to the Redevelopment Plan for the 84th Street Redevelopment Area and Amendment No. 3 to the Redevelopment Plan for the 84th Street Redevelopment Area as Appendices D, E-1, E-2 and E-3, respectively, and further including and incorporating therein, without limitation, all other Appendices A, B, C, F, G, H, I and J, as presented and on file with the City Clerk and as may from time to time be amended, is adopted as and shall constitute the comprehensive development plan of the City of La Vista and general plan for development of the City as a whole. Three copies of the adopted plan and any amendments thereto shall be kept with enacting or amending ordinances on file with the City Clerk and available for inspection by any member of the public during office hours.

§ 151.02 ADOPTION OF OFFICIAL LA VISTA COMPREHENSIVE PLAN

UPDATE. The La Vista Comprehensive Plan, Updated December 2018, as amended October 15, 2024, received and recommended by the La Vista Planning Commission, and including and incorporating therein, without limitation, Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No, 2 to the Redevelopment Plan for the 84th Street Redevelopment Area and Amendment No, 3 to the Redevelopment Plan for the 84th Street Redevelopment Area, as Appendices D, E-1, E-2 and E-3, respectively, and further including and incorporating therein, without limitation, all other Appendices A, B, C, F, G, H, I and J, as presented and on file with the City Clerk and as may from time to time be amended, is hereby adopted and shall constitute the official governing comprehensive development plan of the City, general plan for development of the city as a whole, and the successor and replacement of the La Vista Comprehensive Plan, Updated December 2018, as amended March 19, 2024, or any other previously adopted comprehensive development plan or amendment thereto."

SECTION 2. Recitals. Recitals at the beginning of this Ordinance and all documents, exhibits and appendices referenced in this Ordinance are incorporated into this Ordinance by such reference as if fully set forth herein.

SECTION 3. Repeal. Section 1 of Ordinance No. 1510 codified in Municipal Code Sections 151.01 and 151.02, and all other ordinances and any parts of ordinances as previously enacted that are in conflict with this ordinance or any part hereof 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, sentence clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 5. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication by the City Clerk or any designee of the City Clerk in a legal newspaper in or of general circulation within the City, or in book or pamphlet form or otherwise in accordance with applicable law.

PASSED AND APPROVED THIS 15TH DAY OF OCTOBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

ANNEXATION PLAN

Annexation is a ~~means of~~ process by which a municipality expands its boundaries by bringing unincorporated property into the ~~city's~~ corporate limits ~~of the city and thus~~ extending municipal services, regulations, voting privileges and taxing authority to new territory. It ~~supports is also a tool for~~ growth management by establishing more ~~practical~~ ~~sensible~~ jurisdictional boundaries, facilitating economic development, and fostering more coordinated land development. ~~Annexation is also a means of ensuring that residents and businesses outside the city's corporate limits who benefit from access to the city's facilities and services share the tax burden associated with constructing and maintaining those facilities and services.~~

In Nebraska, a city ~~can~~ only has the authority to annex land within its extra-territorial jurisdiction (ETJ). The ETJ of a city ~~includes is~~ the ~~contiguous~~ unincorporated land ~~adjacent~~ ~~contiguous~~ to its corporate limits ~~that which~~ is not within another city's ETJ. The size of a city's ETJ varies ~~according to~~ ~~based on~~ population, ranging from one mile for communities with less than 5,000 ~~persons~~ ~~residents~~, to three miles for cities ~~greater than~~ ~~with over~~ 100,000 ~~inhabitants~~. La Vista currently ~~has~~ ~~possesses~~ a two-mile ETJ authority.

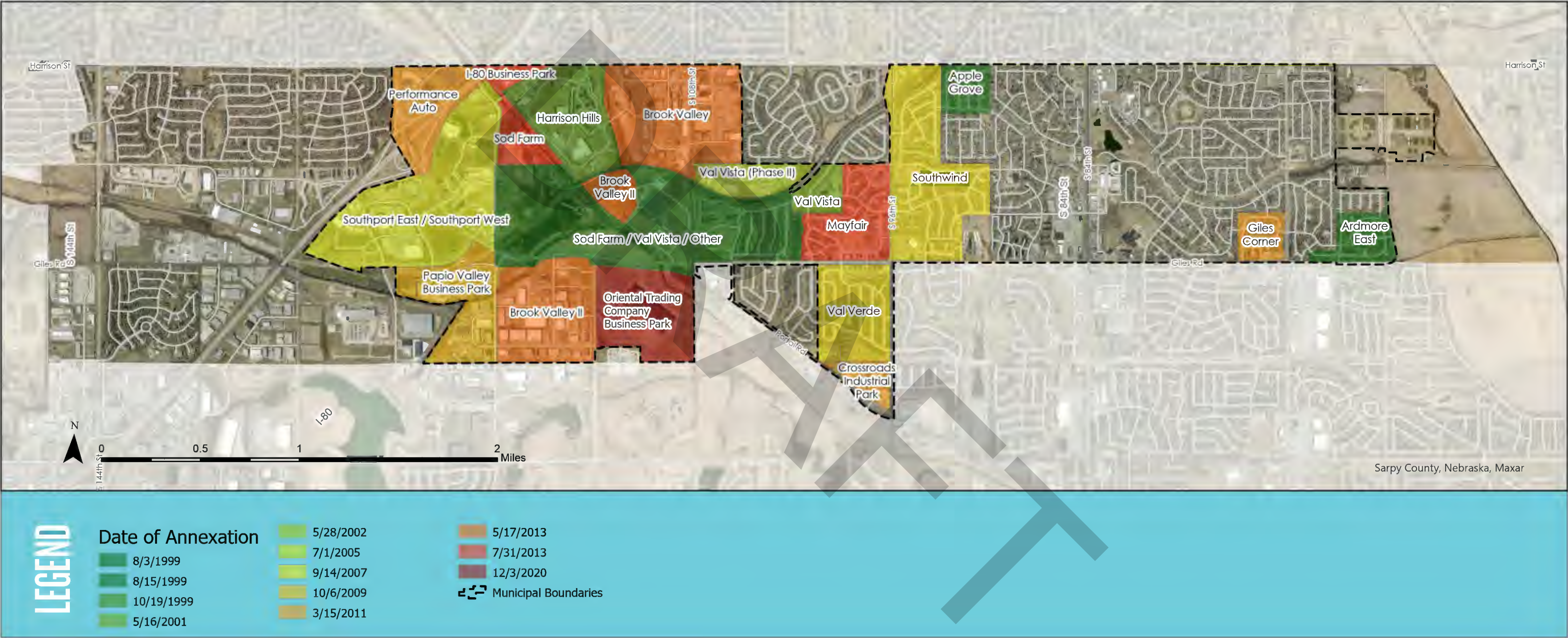
~~From an annexation perspective, a city's~~ The ETJ of a city serves two functions. First, it prevents ~~another other~~ municipalities from annexing ~~into another's~~ within the city's ETJ, giving the opportunity to potentially annex the land itself. ~~This provides a city with land that it alone can potentially annex.~~ Second, cities have the authority ~~are authorized~~ to enforce ~~their~~ subdivision regulations, zoning regulations, and building codes within their ETJ. This is intended to ~~be a means of ensuring~~ that cities will not have to ~~take on~~ ~~assume~~ maintenance responsibilities for substandard infrastructure upon annexation. ~~This however, may not hold true for it's important to note that~~ areas within La Vista's current ETJ and future growth area, which have been developed while under the county's control, ~~may not fully adhere to these regulations.~~

Annexation ~~plays a crucial role in ensuring is critical to~~ the long-term growth and success ~~well being~~ of La Vista. This ~~document~~ section of the Comprehensive Plan ~~details many of~~ provides an overview of the considerations for annexation, highlighting compliance ~~including conformity~~ with Nebraska law, ~~as well as a list of~~ outlining general policies, and ~~finally it identifies~~ identifying areas for further exploration over different time horizons ~~study based on a one to five year, five to ten year, and ten plus year schedule.~~

ANNEXATION POLICIES

- The City will review the annexation plan ~~as part of the long range financial forecast and~~ during the Biennial Budget process.
- The City will pursue an annexation program that adds to the economic stability of the city, protects and enhances its quality of life, and protects its environmental resources.
- The City will pursue an annexation program that promotes orderly growth and the provision of municipal services and preserves the city's fiscal position.
- The City will consider annexation of an area to increase the quality of life, upgrade public facilities, and provide the necessary services to meet the needs of the residents of the area.
- Upon annexation, the City will consider the extension of its ETJ as a means of managing growth and providing zoning and building controls.

Annexation History



- The City will oppose the extension of another municipality's jurisdiction or the creation of a special purpose district within the city's ETJ unless the city determines it cannot provide the necessary services. The City will acknowledge interlocal cooperation agreements regarding growth boundaries created in corporation with other municipalities.
- Ensure that annexations are processed in accordance with State annexation laws in a timely and efficient manner.
- Evaluation of proposed annexations shall be based on: ~~The guidelines for the prioritization of annexation should include consideration of the following major issues:~~
 - ~~• Ability to meet State contiguity requirements.~~
 - ~~• Exploration of the cost/benefit ratio through a detailed fiscal plan.~~
 - ~~• Infrastructure capacities and feasibility of provision of services.~~
 - ~~• Importance for economic development purposes, controlling entrances to the city, or other reasons related to fostering more coordinated development or the provision of services.~~
 - ~~• Logical extension of boundaries to fill gaps or clarify jurisdictional boundaries for improved provision of services.~~
 1. Public infrastructure capacity and the ability of the city to provide public services at the city's adopted levels of service.
 2. Logical extension of boundaries to fill gaps or clarify jurisdictional boundaries for improved provision of services.
 3. Exploration of the cost/benefit ratio through a detailed fiscal plan.
 4. Importance for economic development purposes, controlling entrances to the city, or other reasons related to fostering more coordinated development or the provision of services.
 5. Ability to meet State contiguity requirements.

ANNEXATION PLAN CONTENTS

The City's Annexation Plan ~~for La Vista~~ identifies annexations that include Sanitary and Improvement Districts (SIDs) and other major tracts of land; miscellaneous lots and other tracts of land and rights-of-way may not be identified until a detailed annexation study is performed. The details of the provision of services and other provisions of State law which must be followed in annexing properties will also be identified in a detailed annexation study.

~~Attached to~~ Included in this plan narrative is a spreadsheet which primarily summarizes the cost and benefit of each area, organized by ~~an~~ a tentative annexation timeframe; and a map of the City's corporate limits, ETJ and future growth area which graphically identifies the annexation boundaries by timeframe.

ANNEXATION STUDY PROCESS

The City must satisfy applicable requirements of State Statutes, including without limitation Neb. Rev. Stat. § 16-117 through 16-130. Applicable Statutes in effect at the time of a proposed annexation will be reviewed and satisfied. ~~(Per R.S. 495 and R.S. 1943, § 16-117, Annexation; powers; procedure; hearing.)~~

~~(1) Prepare a plan with complete information on the city's intentions for extending city services to the land proposed for annexation and state:~~

- ~~_____ a. The estimated cost impact of providing the services;~~
- ~~_____ b. The estimated method by which the city plans to finance the extension of services _____ and how any services already provided will be maintained;~~
- ~~_____ c. A timetable for extending the services;~~

~~_____ d. A map drawn to scale delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after annexation, and the general land use pattern in the land proposed for annexation.~~

~~(2) The City Council adopts a resolution stating that the city is proposing the annexation of the land and a plan for extending services. The resolution shall state:~~

- ~~_____ a. The time, date and location of the public hearing (#10 below);~~
- ~~_____ b. A description of the boundaries proposed for annexation;~~
- ~~_____ c. The plan for the extension of city services is available for inspection in the office of _____ the City Clerk.~~

~~(3) Not later than 14 days prior to the Planning Commission public hearing, the City Clerk must send notice of the proposed annexation by certified mail, return receipt requested to any of the following entities serving customers in the City or area proposed for annexation:~~

- ~~_____ a. Natural gas public utility~~
- ~~_____ b. Natural gas utility owned or operated by the city~~
- ~~_____ c. Metropolitan utilities district~~
- ~~_____ d. Public power district~~
- ~~_____ e. Any municipality~~
- ~~_____ f. Public power and irrigation district~~
- ~~_____ g. Electric cooperative~~
- ~~_____ h. Any other governmental entity providing electronic services~~
- ~~_____ i. School District~~
- ~~_____ j. Fire District~~

~~This mailing must include:~~

- ~~_____ a. Description of the area proposed to be annexed, including a map showing the _____ boundaries of the area proposed for annexation~~
- ~~_____ b. The date, time, and location of Planning Commission hearing~~
- ~~_____ c. How further information can be obtained, including an email or phone number~~

~~(4) The City must provide written notice of Planning Commission public hearing by regular mail to owners of property within the area proposed for annexation postmarked at least 10 working days prior to hearing. A certified letter must also be sent to the SID clerk. The notice must include:~~

- ~~_____ a. Description of the area proposed to be annexed, including a map showing the _____ boundaries of the area proposed for annexation~~
- ~~_____ b. The date, time, and location of Planning Commission hearing~~
- ~~_____ c. How further information can be obtained, including an email or phone number~~

~~(5) The Planning Commission reviews the proposed annexation plan and forwards a recommendation to the City Council.~~

~~(6) A copy of the resolution providing for the public hearing shall be published in the newspaper at least once not less than 10 days preceding the date of the public hearing. A map drawn to scale delineating the land proposed for annexation shall be published with the resolution.~~

~~(7) A copy of the resolution providing for the public hearing shall be sent by first-class mail following its passage to the school board of any school district in the land proposed for~~

annexation.

~~(8) The City must provide written notice of City Council public hearing by regular mail to owners of property within the area proposed for annexation postmarked at least 10 working days prior to hearing. The notice must include:~~

- ~~a. Description of the area proposed to be annexed, including a map showing the boundaries of the area proposed for annexation~~
- ~~b. The date, time, and location of City Council hearing~~
- ~~c. How further information can be obtained, including an email or phone number~~

~~(9) The City Council introduces the annexation ordinance (first reading).~~

~~(10) The City Council holds the public hearing on the proposed annexation within 60 days following the adoption of the resolution (the City Council may recess the hearing, for good cause, to a time and date specified at the hearing). The City Council considers the second reading of the annexation ordinance.~~

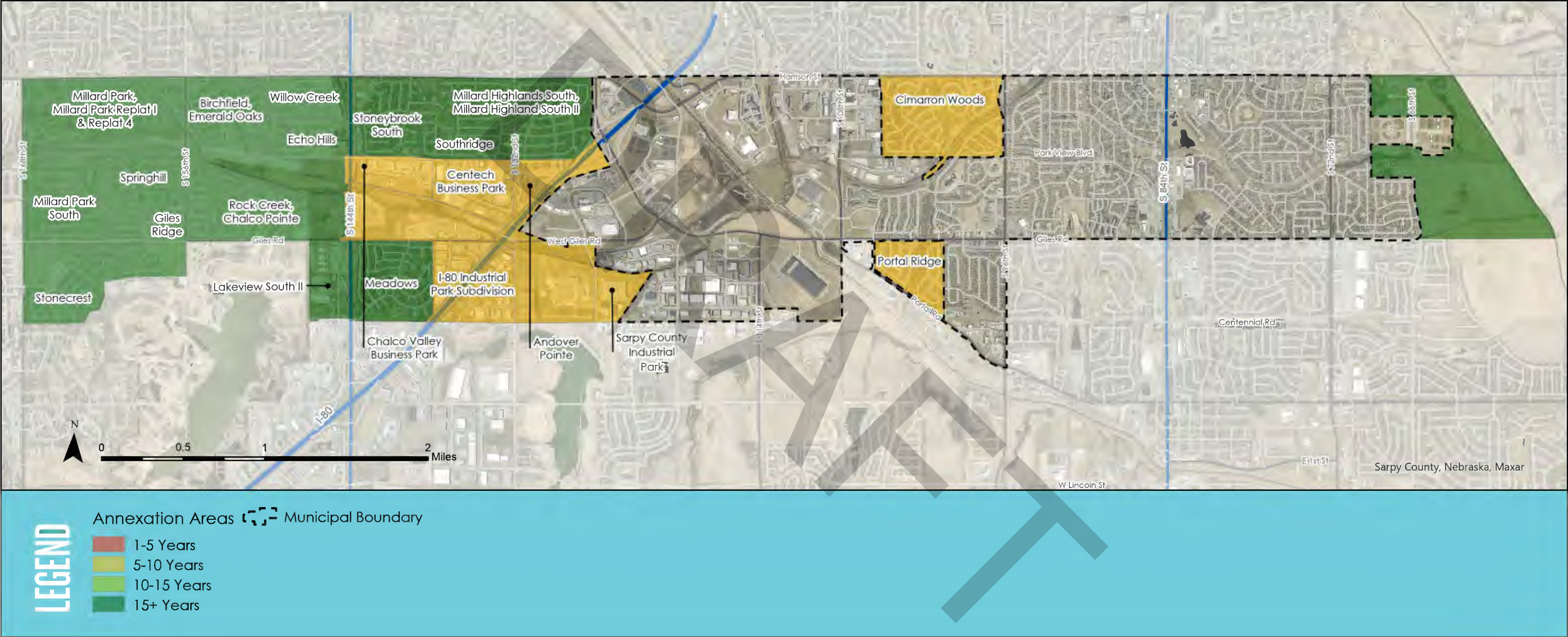
~~(11) The City Council considers the third and final reading of the annexation ordinance.~~

~~(12) The City Clerk publishes the annexation ordinance and it becomes effective 15 days after passage.~~

CONCLUSION

~~This document~~The Annexation Plan has been ~~prepared to assist with~~ developed to facilitate the process of annexation decision-making. The provided information ~~provided~~ is intended to ensure compliance with state law and assist the city ~~aid in making complete~~ and well-informed ~~thought out~~ decisions ~~regarding by the city about~~ future annexations. The City's objective ~~goal~~ is to evaluate the above-mentioned policies to minimize the adverse impacts of annexation on the City and its residents, while readily identifying and applying ~~ensure that the policies stated above are evaluated in order for annexation to have the least negative impact on the city and its residents and that the positive aspects~~ attributes and reasons for annexation may be more easily identified and applied to future decisions ~~concerning regarding~~ city growth.

Annexation



General Description	Jurisdiction	Year Platted	SID #	Tax Levy/ \$100	Fire Levy	Comparison Levy	2023/24 Valuation
---------------------	--------------	--------------	-------	-----------------	-----------	-----------------	-------------------

La Vista

0.540000

0.540000

2,284,893,092

5-10 Year

96th & Harrison	Cimarron Woods	2004	237	0.560000	0.1380000	0.688000	197,805,650
100th & Giles	Portal Ridge	2006	276	0.540012	0.1380000	0.678012	87,159,427
132nd & Chandler	Andover Pointe						47,137,215
126th & West Giles	Sarpy Industrial Park	2013					21,532,408
132nd & Giles	Claas	Unplatted					12,343,017
126th & West Giles	Sarpy Industrial Park-Phase 2	1998					125,184
136th & Chandler	Centech Business Park	1995	172	0.142810	0.103500	0.246310	83,756,408
136th & Chandler	Centech NON-SID	1995					143,966
144th & Chandler	Chalco Valley Business Park	1991					18,376,563
136th & Giles	Interstate Industrial Park	1990					14,155,000
I-80 & Giles	I-80 Industrial Park	1993	163	0.023700	0.103500	0.127200	96,632,102

579,166,940

15+ Years

66th Street	All Purpose UT						1,736,885
SE 132nd & Harrison	Millard Highlands South	1976	104	0.250000	0.103500	0.353500	205,599,450
SE 138th & Harrison	Southridge	1985	133	0.545000	0.103500	0.648500	63,027,850
SE Hwy 50 & Harrison	Stonybrook South	1977	111	0.270000	0.103500	0.373500	101,192,946
E of Hwy 50 S of Giles	The Meadows	1972	65	0.613000	0.103500	0.716500	103,043,273
144th & Giles	Lakeview South II						10,148,548
144th & Giles	Woodhouse Place Lots 1&2	2018					18,810,000
Hwy 50 & Harrison	Willow Creek	1974	96	0.126962	0.103500	0.230462	63,522,858
SW 144th & Harrison	Echo Hills	1975	68	0.230000	0.103500	0.333500	76,084,102
156th & Harrison	Emerald Oaks/Birchfield	1992	156	0.430000	0.103500	0.533500	104,690,033
Kearny Ave&Chandler	Chalco Industrial Park/Other	1887					4,663,843
NE 156th & Giles	Rock Creek	1974	92	0.148683	0.101350	0.250033	51,097,303
NE 156th & Giles	Rock Creek Non-SID	2000					56,195,156
156th & Giles	Chalco Point	1994	165	0.560000	0.101350	0.661350	30,154,184
156th & Giles	Giles Ridge	2001	225	0.400001	0.101350	0.501351	53,832,928
159th & Giles	Springhill	2003	233	0.460000	0.101350	0.561350	139,651,344
159th & Giles	Springhill Ridge NON-SID	2003					31,525,000
SW 156th & Harrison	Millard Park	1994	162	0.500000	0.101350	0.601350	219,826,799
SE 168th & Harrison	Millard Park South	2000	216	0.370000	0.101350	0.471350	162,112,223
168th & Giles	Stonecrest/Meridian Park	2004	257	0.560000	0.101350	0.661350	159,972,795
168th & Giles	Meridian Marketplace	2007					3,197,950

1,660,085,470

Total Valuation

4,524,145,502

General Description	Jurisdiction	Tax Revenue Generated	Long-Term Debt FY23 Audit Principal Only	Debt to Valuation Ratio	Tax Revenue at COLV Levy	Current Population	Build-Out Population	Cash On- Hand
---------------------	--------------	--------------------------	---	-------------------------------	-----------------------------	-----------------------	-------------------------	------------------

La Vista	12,338,423	87,280,000	3.82%	12,338,423	17,883	20,000
----------	------------	------------	-------	------------	--------	--------

5-10 Year

96th & Harrison	Cimarron Woods	1,087,931	2,172,960	1.10%	1,068,151	1473	1754	709,000
100th & Giles	Portal Ridge	470,671	1,540,000	1.77%	470,661	670	670	375,819
132nd & Chandler	Andover Pointe				254,541			
126th & West Giles	Sarpy Industrial Park				10,849			
132nd & Giles	Claas				66,652			
126th & West Giles	Sarpy Industrial Park-Phase 2				676			
136th & Chandler	Centech Business Park	119,613	93,452	0.11%	452,285			67,864
136th & Chandler	Centech NON-SID				777			
144th & Chandler	Chalco Valley Business Park				99,233			
136th & Giles	Interstate Industrial Park				76,437			
I-80 & Giles	I-80 Industrial Park	22,902	190,000	0.20%	521,813			161
					1,228,722			

15+ Years

66th Street	All Purpose UT				9,379			
SE 132nd & Harrison	Millard Highland South	513,999	0	0.00%	1,110,237	2690	2690	170,883
SE 138th & Harrison	Southridge	343,502	765,000	1.21%	340,350	792	792	5,230
SE Hwy 50 & Harrison	Stonybrook South	273,221	713214	0.70%	546,442	920	920	106,144
E of Hwy 50 S of Giles	The Meadows	631,655	3435000	3.33%	556,434	1585	1585	100,221
144th & Giles	Lakeview South II				54,802			
144th & Giles	Woodhouse Place				101,574			
Hwy 50 & Harrison	Willow Creek	80,650	0	0.00%	343,023	1039	1039	49,684
SW 144th & Harrison	Echo Hills	174,993	565,000	0.74%	410,854	579	579	39,636
156th & Harrison	Emerald Oaks/Birchfield	450,167	2,500,000	2.39%	565,326	1097	1097	205,926
Kearny Ave&Chandler	Chalco Industrial Park/Other				25,185	50	50	
NE 156th & Giles	Rock Creek	75,973	0	0.00%	275,925	651	651	78,269
NE 156th & Giles	Rock Creek Non-SID				303,454	1123	1123	
156th & Giles	Chalco Point	168,863	860,000	2.85%	162,833	366	366	78,883
156th & Giles	Giles Ridge	215,332	1,505,000	2.80%	290,698	482	488	205,070
159th & Giles	Springhill Ridge	642,396	3,400,000	2.43%	754,117	1698	1698	297,025
159th & Giles	Springhill Ridge NON-SID				170,235	2821	2821	
SW 156th & Harrison	Millard Park	1,099,134	2,935,000	1.34%	1,187,065	1914	1914	664,715
SE 168th & Harrison	Millard Park South	599,815	3,350,000	2.07%	875,406	1377	1499	603,677
168th & Giles	Stonecrest	895,848	8,085,000	5.05%	863,853	1413	1449	288,230
168th & Giles	Meridian Park				17,269			
					8,964,462			

Total Debt in SID's

32,109,626

Total Revenue at La Vista's Levy

22,531,606

Total Population

40,623

43,185

ANNEXATION PLAN

Annexation is a process by which a municipality expands its boundaries by bringing unincorporated property into the city's corporate limits, thus extending municipal services, regulations, voting privileges and taxing authority to new territory. It supports growth management by establishing more practical jurisdictional boundaries, facilitating economic development, and fostering more coordinated land development.

In Nebraska, a city only has the authority to annex land within its extra-territorial jurisdiction (ETJ). The ETJ of a city includes the unincorporated land contiguous to its corporate limits which is not within another city's ETJ. The size of a city's ETJ varies based on population, ranging from one mile for communities with less than 5,000 residents, to three miles for cities with over 100,000 inhabitants. La Vista currently possesses a two-mile ETJ authority.

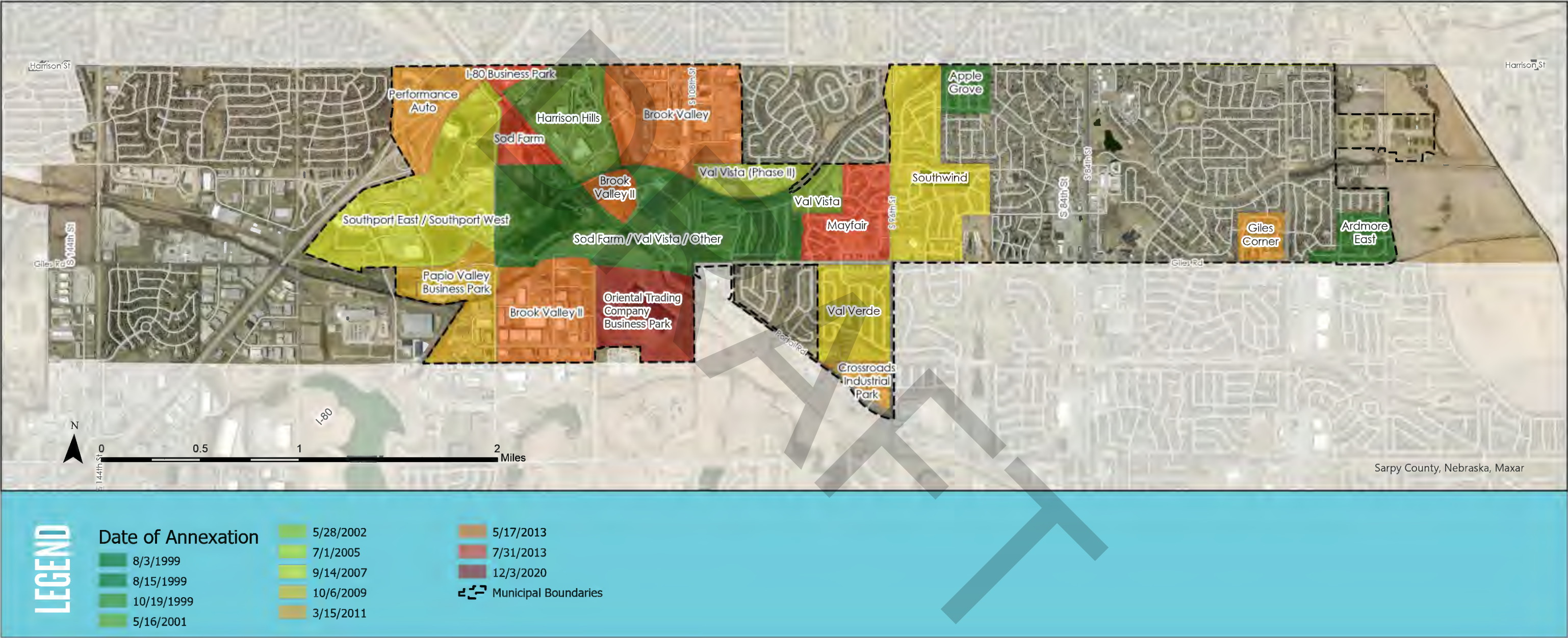
The ETJ of a city serves two functions. First, it prevents other municipalities from annexing within the city's ETJ, giving the opportunity to potentially annex the land itself. Second, cities have the authority to enforce their subdivision regulations, zoning regulations, and building codes within their ETJ. This is intended to ensure that cities will not have to take on maintenance responsibilities for substandard infrastructure upon annexation. However, it's important to note that areas within La Vista's current ETJ and future growth area, which have been developed while under the county's control, may not fully adhere to these regulations.

Annexation plays a crucial role in ensuring the long-term growth and success of La Vista. This section of the Comprehensive Plan provides an overview of the considerations for annexation, highlighting compliance with Nebraska law, outlining general policies, and identifying areas for further exploration over different time horizons.

ANNEXATION POLICIES

- The City will review the annexation plan as part of the long range financial forecast and during the Biennial Budget process.
- The City will pursue an annexation program that adds to the economic stability of the city, protects and enhances its quality of life, and protects its environmental resources.
- The City will pursue an annexation program that promotes orderly growth and the provision of municipal services and preserves the city's fiscal position.
- The City will consider annexation of an area to increase the quality of life, upgrade public facilities, and provide the necessary services to meet the needs of the residents of the area.
- Upon annexation, the City will consider the extension of its ETJ as a means of managing growth and providing zoning and building controls.
- The City will oppose the extension of another municipality's jurisdiction or the creation of a special purpose district within the city's ETJ unless the city determines it cannot provide the necessary services. The City will acknowledge interlocal cooperation agreements regarding growth boundaries created in corporation with other municipalities.

Annexation History



- Ensure that annexations are processed in accordance with State annexation laws in a timely and efficient manner.
- Evaluation of proposed annexations shall be based on:
 1. Public infrastructure capacity and the ability of the city to provide public services at the city's adopted levels of service.
 2. Logical extension of boundaries to fill gaps or clarify jurisdictional boundaries for improved provision of services.
 3. Exploration of the cost/benefit ratio through a detailed fiscal plan.
 4. Importance for economic development purposes, controlling entrances to the city, or other reasons related to fostering more coordinated development or the provision of services.
 5. Ability to meet State contiguity requirements.

ANNEXATION PLAN CONTENTS

The City's Annexation Plan identifies annexations that include Sanitary and Improvement Districts (SIDs) and other major tracts of land; miscellaneous lots and other tracts of land and rights-of-way may not be identified until a detailed annexation study is performed. The details of the provision of services and other provisions of State law which must be followed in annexing properties will also be identified in a detailed annexation study.

Included in this plan narrative is a spreadsheet which primarily summarizes the cost and benefit of each area, organized by a tentative annexation timeframe; and a map of the City's corporate limits, ETJ and future growth area which graphically identifies the annexation boundaries by timeframe.

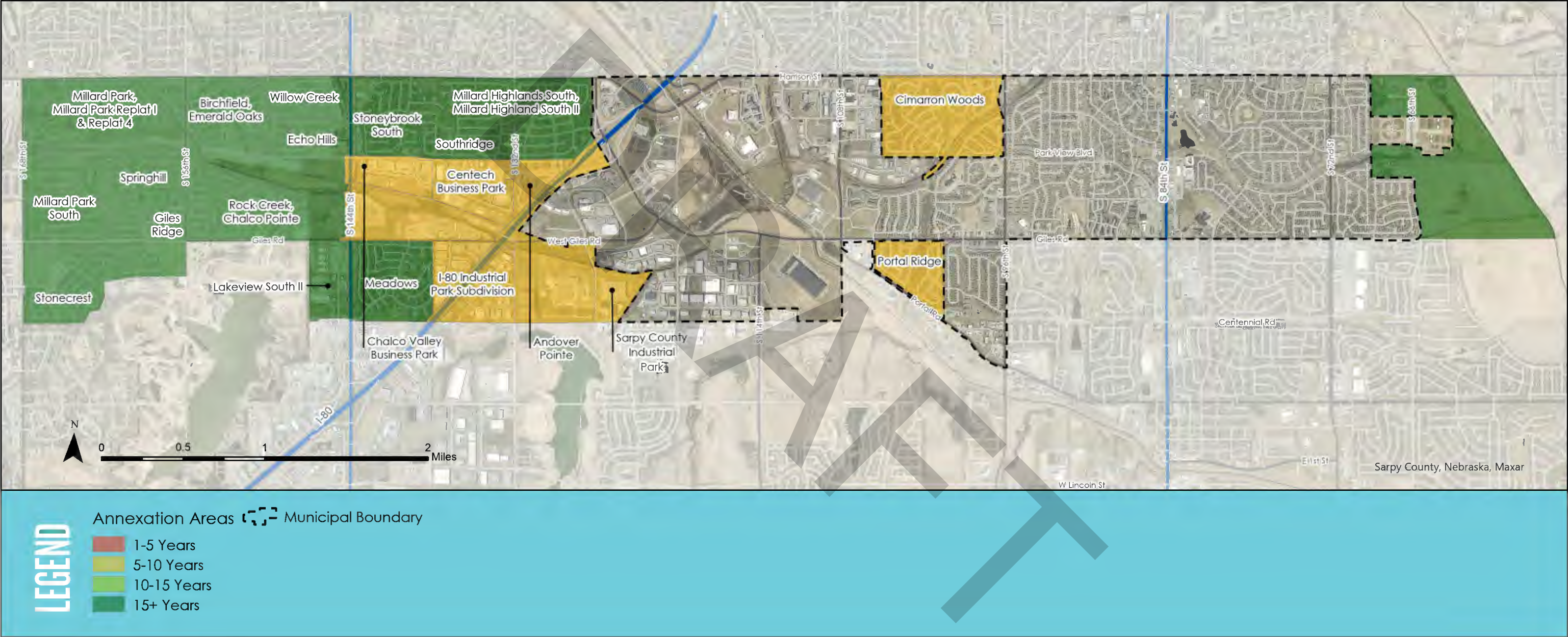
ANNEXATION STUDY PROCESS

The City must satisfy applicable requirements of State Statutes, including without limitation Neb. Rev. Stat. § 16-117 through 16-130. Applicable Statutes in effect at the time of a proposed annexation will be reviewed and satisfied.

CONCLUSION

The Annexation Plan has been developed to facilitate the process of annexation decision-making. The provided information is intended to ensure compliance with state law and assist the city in making well-informed decisions regarding future annexations. The City's objective goal is to evaluate the above-mentioned policies to minimize the adverse impacts of annexation on the City and its residents, while readily identifying and applying the positive aspects and reasons for annexation may be more easily identified and applied to future decisions concerning city growth.

Annexation



General Description	Jurisdiction	Year Platted	SID #	SID Tax Levy/ \$100	Other Levies	Total Levy	2023/24 Valuation
La Vista				0.540000	1.592820	2.132820	2,284,893,092
5-10 Year							
96th & Harrison	Cimarron Woods	2004	237	0.550023	1.730820	2.280843	197,805,650
100th & Giles	Portal Ridge	2006	276	0.540012	1.730820	2.270832	87,159,427
132nd & Chandler	Andover Pointe				1.696320	1.696320	47,137,215
126th & West Giles	Sarpy Industrial Park	2013			1.696320	1.696320	21,532,408
132nd & Giles	Claas	Unplatted			1.696320	1.696320	12,343,017
126th & West Giles	Sarpy Industrial Park-Phase 2	1998			1.696320	1.696320	125,184
136th & Chandler	Centech Business Park	1995	172	0.142810	1.644482	1.787292	83,756,408
136th & Chandler	Centech NON-SID	1995			1.644482	1.644482	143,966
144th & Chandler	Chalco Valley Business Park	1991			1.644482	1.644482	18,376,563
136th & Giles	Interstate Industrial Park	1990			1.644482	1.644482	14,155,000
I-80 & Giles	I-80 Industrial Park	1993	163	0.023695	1.644482	1.668177	96,632,102
							579,166,940
15+ Years							
66th Street	All Purpose UT				1.730820	1.730820	1,736,885
SE 132nd & Harrison	Millard Highlands South	1976	104	0.250000	1.644482	1.894482	205,599,450
SE 138th & Harrison	Southridge	1985	133	0.545000	1.644482	2.189482	63,027,850
SE Hwy 50 & Harrison	Stonybrook South	1977	111	0.270000	1.644482	1.914482	101,192,946
E of Hwy 50 S of Giles	The Meadows	1972	65	0.613000	1.644482	2.257482	103,043,273
144th & Giles	Lakeview South II				1.644482	1.644482	10,148,548
144th & Giles	Woodhouse Place Lots 1&2	2018			1.644482	1.644482	18,810,000
Hwy 50 & Harrison	Willow Creek	1974	96	0.126962	1.644482	1.771444	63,522,858
SW 144th & Harrison	Echo Hills	1975	68	0.182075	1.644482	1.826557	76,084,102
156th & Harrison	Emerald Oaks/Birchfield	1992	156	0.430000	1.644482	2.074482	104,690,033
Kearny Ave&Chandler	Chalco Industrial Park/Other	1887			1.644482	1.644482	4,663,843
NE 156th & Giles	Rock Creek	1974	92	0.148683	1.644482	1.793165	51,097,303
NE 156th & Giles	Rock Creek Non-SID	2000			1.644482	1.644482	56,195,156
156th & Giles	Chalco Point	1994	165	0.560000	1.644482	2.204482	30,154,184
156th & Giles	Giles Ridge	2001	225	0.400000	1.644482	2.044482	53,832,928
159th & Giles	Springhill	2003	233	0.460000	1.644482	2.104482	139,651,344
159th & Giles	Springhill Ridge NON-SID	2003			1.644482	1.644482	31,525,000
SW 156th & Harrison	Millard Park	1994	162	0.500000	1.644482	2.144482	219,826,799
SE 168th & Harrison	Millard Park South	2000	216	0.370000	1.644482	2.014482	162,112,223
168th & Giles	Stonecrest/Meridian Park	2004	257	0.560000	1.644482	2.204482	159,972,795
168th & Giles	Meridian Marketplace	2007			1.644482	1.644482	3,197,950
							1,660,085,470
Total Valuation							4,524,145,502

General Description	Jurisdiction	Tax Revenue Generated	SID Operating Expenses (5- 10 yr only)	Long-Term Debt FY23 Audit Principal Only	Debt to Valuation Ratio	Tax Revenue at COLV Levy	Current Population	Build-Out Population	Cash On- Hand
---------------------	--------------	--------------------------	--	---	-------------------------------	-----------------------------	-----------------------	-------------------------	------------------

La Vista	12,338,423	87,280,000	3.82%	12,338,423	17,883	20,000
----------	------------	------------	-------	------------	--------	--------

5-10 Year

96th & Harrison	Cimarron Woods	1,087,931	1,438,183	2,172,960	1.10%	1,068,151	1473	1754	709,000
100th & Giles	Portal Ridge	470,671	427,144	1,540,000	1.77%	470,661	670	670	375,819
132nd & Chandler	Andover Pointe					254,541			
126th & West Giles	Sarpy Industrial Park					10,849			
132nd & Giles	Claas					66,652			
126th & West Giles	Sarpy Industrial Park-Ph 2					676			
136th & Chandler	Centech Business Park	119,613	212,180	93,452	0.11%	452,285			67,864
136th & Chandler	Centech NON-SID					777			
144th & Chandler	Chalco Valley Bus. Park					99,233			
136th & Giles	Interstate Industrial Park					76,437			
I-80 & Giles	I-80 Industrial Park	22,902	25,450	190,000	0.20%	521,813			161
						1,228,722			

15+ Years

66th Street	All Purpose UT					9,379			
SE 132nd & Harrison	Millard Highland South	513,999		0	0.00%	1,110,237	2690	2690	170,883
SE 138th & Harrison	Southridge	343,502		765,000	1.21%	340,350	792	792	5,230
SE Hwy 50 & Harrison	Stonybrook South	273,221		713214	0.70%	546,442	920	920	106,144
E of Hwy 50 S of Giles	The Meadows	631,655		3435000	3.33%	556,434	1585	1585	100,221
144th & Giles	Lakeview South II					54,802			
144th & Giles	Woodhouse Place					101,574			
Hwy 50 & Harrison	Willow Creek	80,650		0	0.00%	343,023	1039	1039	49,684
SW 144th & Harrison	Echo Hills	174,993		565,000	0.74%	410,854	579	579	39,636
156th & Harrison	Emerald Oaks/Birchfield	450,167		2,500,000	2.39%	565,326	1097	1097	205,926
Kearny Ave&Chandler	Chalco Ind. Park/Other					25,185	50	50	
NE 156th & Giles	Rock Creek	75,973		0	0.00%	275,925	651	651	78,269
NE 156th & Giles	Rock Creek Non-SID					303,454	1123	1123	
156th & Giles	Chalco Point	168,863		860,000	2.85%	162,833	366	366	78,883
156th & Giles	Giles Ridge	215,332		1,505,000	2.80%	290,698	482	488	205,070
159th & Giles	Springhill Ridge	642,396		3,400,000	2.43%	754,117	1698	1698	297,025
159th & Giles	Springhill Ridge NON-SID					170,235	2821	2821	
SW 156th & Harrison	Millard Park	1,099,134		2,935,000	1.34%	1,187,065	1914	1914	664,715
SE 168th & Harrison	Millard Park South	599,815		3,350,000	2.07%	875,406	1377	1499	603,677
168th & Giles	Stonecrest	895,848		8,085,000	5.05%	863,853	1413	1449	288,230
168th & Giles	Meridian Park					17,269			
						8,964,462			

Total Debt in SID's

Total Revenue at La Vista's Levy

Total Population

32,109,626

22,531,606

40,623

43,185

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 15, 2024 AGENDA**

Subject:	Type:	Submitted By:
AMEND VARIOUS SECTIONS OF THE LA VISTA MUNICIPAL CODE	RESOLUTION ◆ ORDINANCES RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

Ordinances have been prepared to amend Sections 30.15, 30.43, 30.46, 31.01, 31.04, 31.23, 31.30, 35.02, 35.50, 73.01, 73.02, 73.38, 73.42 and 150.70 of the La Vista Municipal Code.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

There are changes as a result of American Legal Publishing Corporation incorporating the legislative changes from the 2023 legislative session into the Municipal Code along with changes to update sections of the Code.

These changes have been reviewed by the City Attorney and City Clerk.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA TO AMEND MUNICIPAL CODE SECTIONS 30.15, 30.43 AND 30.46; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

SECTION 1. Municipal Code Section 30.15 is hereby amended to read as follows:

§ 30.15 SELECTION AND DUTIES.

The Mayor shall be elected to serve a four-year term of office. The Mayor shall preside at all the meetings of the City Council. ~~The Mayor and shall have the right to may vote on any matter that requires either when his or her vote will provide the additional vote required to create a number of votes equal to a majority of the number of members elected to the vote of the Council members or a majority vote of all the elected members of the Council if (a) the Mayor's vote is required due to the Council members being equally divided or (b) a majority of the Council members or majority vote of all the elected members cannot be reached due to absence, vacancy, or abstention of one or more Council members. For purposes of such vote, the Mayor is deemed to be a member of the Council.~~ ~~He or she~~ The Mayor shall have the superintending control of all the officers and affairs of the city and shall take care that ordinances of the city and provisions of law relating to cities of the first class are complied with. He or she may administer oaths and shall sign the commissions and appointments of all the officers appointed in the city. The Mayor shall have the power to approve or veto any ordinance passed by the City Council and to approve or veto any order, bylaw, resolution, award or vote to enter into any contract or the allowance of any claim; provided, that any ordinance, order, bylaw, resolution, award or vote to enter into any contract, or the allowance of any claim vetoed by the Mayor may be passed over his or her veto by a vote of two-thirds of all the members elected to the City Council. If the Mayor neglects or refuses to sign any ordinance, order, bylaw, resolution, award or vote to enter into any contract or the allowance of any claim and returns the same with his or her objection in writing at the next regular meeting of the Council, the same shall become law without his or her signature. The Mayor may veto any item or items of any appropriation bill and approve the remainder thereof. The item or items so vetoed may be passed by the Council over his or her veto as in other cases. The Mayor shall from time to time communicate to the Council such information and recommend such measures as in his or her opinion may tend to improve the finances of the city, the police, health, comfort, and general prosperity of the city, and may have such jurisdiction as may be vested in him or her by ordinance over all places within two miles of the corporate limits of the city for the enforcement of health or quarantine laws and the regulation thereof. The Mayor shall have the power after the conviction of any person to remit fines and forfeitures and to grant reprieves and pardons for all offenses arising under the laws of the city. In the event that there is a vacancy in the office of Mayor, the vacancy shall be filled in accordance with applicable provisions of the Election Act, as amended from time to time, including without limitation Neb. RS 32-568. (Neb. RS 16-312, 16-313, 16-314, and 16-316) ('79 Code, § 1-204) (Am. Ord. 1465, passed 12-6-22)

SECTION 2. Municipal Code Section 30.43 is hereby amended to read as follows:

§ 30.43 APPROPRIATION OR PAYMENT OF MONEY.

All ordinances and resolutions or orders for the appropriation or payment of money shall require for their passage or adoption the concurrence of a majority of all elected members ~~elected~~ to the Council. The Mayor may vote on any such matter ~~if (a) the Mayor's vote is required due to the Council members being equally divided or (b) a majority vote of all the elected members cannot be reached due to absence, vacancy, or abstention of one or more Council members. For purposes of such vote when his or her vote will provide the additional vote required to create a number of votes equal to a majority of the number of members elected to the Council, and the Mayor shall, for the purpose of such vote, be~~ deemed to be a member of the Council. (Neb. RS 16-404) ('79 Code, § 1-703) (Am. Ord. 496, passed 2-6-90)

SECTION 3. Municipal Code Section 30.46 is hereby amended to read as

follows:

§ 30.46 READING AND PASSAGE.

(A) Ordinances of a general or permanent nature shall be read by title on three different days unless three-fourths of the members of the City Council vote to suspend this requirement.

(B) Such requirement shall not be suspended (i) for any ordinance for the annexation of territory or redrawing of wards, ~~or (ii) except~~ as otherwise provided ~~in division (E) of this section or as otherwise provided~~ by applicable law.

(C) In the case such requirement is suspended, the ordinance shall be read by title or number and then moved for final passage.

(D) Three-fourths of the members of the City Council may require a reading of any ordinance in full before enactment under either procedure set out in this section.

~~(E) (1) Following the release of the 2020 Census of Population data by the United States Department of Commerce, Bureau of the Census, as required by Public Law 94-171, the City Council requesting the adjustment of the boundaries of election districts shall provide to the Election Commissioner or County Clerk:~~

~~_____ (a) Written notice of the need and necessity of his or her office to perform such adjustments; and~~

~~_____ (b) A revised election district boundary map that has been approved by the requesting City Council and subjected to all public review and challenge ordinances of the city by December 30, 2021.~~

~~_____ (2) The revised election district boundary map shall be adopted by ordinance. Such ordinance shall be read by title on three different days unless three-fourths of the City Council members vote to suspend this requirement.~~

(Neb. RS 16-404) ('79 Code, § 1-704) (Am. Ord. 627, passed 9-5-95; Am. Ord. 1346, passed 7-2-19; Am. Ord. 1440, passed 2-1-22)

SECTION 4. Repeal of Conflicting Ordinances. Sections 30.15, 30.43, 30.46 as originally enacted, and all ordinances and parts of ordinances as previously enacted that are in conflict with this ordinance or any part hereof, are hereby repealed.

SECTION 5. 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 hereby declare that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 4. Effective Date. This Ordinance shall be in force and take effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 15TH DAY OF OCTOBER 2024

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA TO AMEND MUNICIPAL CODE SECTIONS 31.01, 31.04, 31.23 AND 31.30; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

SECTION 1. Municipal Code Section 31.01 is hereby amended to read as follows:

§ 31.01 APPOINTED OFFICIALS ENUMERATED.

The Mayor shall, by and with the approval of a majority of the City Council, appoint an Administrator, Finance Director, Clerk, Attorney, City Engineer, Public Works Superintendent, City Physician, ~~and~~ Chief of Police ~~and Fire Chief~~. Whenever the title City Treasurer, Treasurer, or a comparable title is used in the Nebraska Revised Statutes or this code of ordinances, or the ordinances, regulations, contracts, personnel documents, and other documents of the city, in reference to the treasurer of the city, the title shall be deemed to mean the Finance Director of the city, who shall perform all of the duties of the Treasurer prescribed by statute or ordinance as well as such other and additional duties as may be directed or prescribed by the city. The City Administrator shall also appoint a Librarian, a Building and Zoning Inspector, and a Recreation Director. All appointed officers may be removed at any time by the Mayor with the approval of the majority of the Council and the advice of the City Administrator. All confirmations of appointments to such offices by the Council shall be made by roll call or viva voce vote, and the concurrence of a majority shall be required. The vote by "yeas" and "nays" shall be recorded. The requirements of a roll call or viva voce vote may be satisfied by the use of an electronic voting device, which allows the yeas and nays of each Council member to be readily seen by the public.

('79 Code, § 1-301) (Am. Ord. 822, passed 10-2-00; Am. Ord. 869, passed 10-1-02)

Statutory reference:

Municipal authority, see Neb. RS 16-308

SECTION 2. Municipal Code Section 31.04 is hereby amended to read as follows:

§ 31.04 TERM OF OFFICE.

All officers appointed by the Mayor and confirmed by the Council shall hold the office to which they may be appointed until the end of the Mayor's term of office and until their successors are appointed and qualified, unless sooner removed or the ordinance creating the office is repealed, except as otherwise specifically provided. ~~The Fire Chief shall serve a two-year term.~~

(Neb. RS 16-309) ('79 Code, § 1-303) (Am. Ord. 869, passed 10-1-02)

SECTION 3. Municipal Code Section 31.23 is hereby amended to read as follows:

§ 31.23 CITY ADMINISTRATOR.

(A) There is hereby established in the city the office of City Administrator. The City Administrator shall be the chief administrative officer of the city and shall serve as administrative agent for the Mayor and City Council in the supervision of the offices and good government of the city. All the departments of the city shall be under the administrative supervision and direction of the City Administrator, and the Mayor and Council shall deal with all departments of the city and employees through the City Administrator.

(B) The office of City Administrator shall be filled by appointment of the Mayor by and with the consent of the majority of the City Council and shall serve at their pleasure. He or she need not be a resident of the city at the time of his or her appointment, but shall become a resident within such reasonable time as the Council and Mayor may allow. The City Administrator shall receive such compensation and allowances as the Mayor and Council may prescribe by ordinance.

(C) In the performance of his or her role as chief administrative officer of the city, the

City Administrator shall have the following duties and powers:

(1) He or she shall take charge of and direct the operations of all city departments.

(2) He or she shall have the power, subject to the provisions of the civil service law, to employ, discipline and remove all nonelected employees of the city ~~and members of the volunteer Fire Department;~~ provided, however, that in respect to appointments to and removals from offices of City Treasurer, City Clerk, City Engineer, City Attorney, Public Works Superintendent, City Physician, Fire Chief and the Chief of Police same shall be made by the Mayor and Council in the manner provided in Neb. RS 16-308, with the advice of the City Administrator.

(3) He or she shall insure the enforcement of all laws and ordinances within the city and within its extraterritorial jurisdiction insofar as their enforcement is within the power of the city and consistent with the policy of the Mayor and City Council. He or she shall have supervision of the Police Department. Except for purposes of inquiry, the City Administrator shall deal with the members of the Police Department through the Chief of Police, except at such times as the Chief is unavailable. The Mayor and City Council shall constitute the "appointing authority" under the civil service law as to members of the Police Department, except that the City Administrator shall exercise those powers delegated to him or her under the Civil Service Law pursuant to Chapter 37 of this code.

(4) He or she shall serve as the City Planning Director and shall advise both the City Planning Commission and the City Council in matters pertaining to the planning of the city.

(5) He or she shall prepare and submit to the Mayor and Council the annual budget, together with his or her recommendations and comments. He or she shall be responsible for the execution and administration of the adopted budget. He or she shall supervise the maintenance and custody of all accounts and records of the city and shall provide the Mayor and Council with a report of the financial condition of the city at such times as the Mayor and City Council may require.

(6) He or she shall be responsible for the care and maintenance of all city property.

(7) He or she shall attend all meetings of the Mayor and Council and advise the Council in all matters pertaining to the city and its affairs.

(8) He or she shall supervise the performance of all contracts and agreements to which the city is a part.

(9) He or she shall serve as purchasing agent of the city, and no purchase will be made without his or her approval. In no case will he or she make or approve any such purchase unless the funds for same have been duly appropriated by the Mayor and Council, and as to those purchases where the amount involved exceeds \$5,000, he or she shall first obtain the approval of the Mayor and Council.

(10) He or she shall recommend to the Mayor and Council such measures as he or she may deem necessary or expedient for the good government and welfare of the city.

(11) He or she shall perform such other duties as the Mayor and Council may from time to time assign.

(D) The City Administrator may designate such city employees from time to time as necessary or appropriate to assist in carrying out the duties set forth in division (C) above, subject to his or her supervision and direction.

(E) The City Administrator shall take no part in any election held for the purpose of electing the Mayor, members of the City Council or other elective city office of the city, except for the casting of his or her individual ballot. The City Administrator shall be an officer of the city within the meaning of Neb. RS 16-502 and shall be subject to and bound by the prohibitions therein contained. Before taking office, the City Administrator shall file with the City Clerk a bond in favor of the city for the faithful performance of his or her duties in the amount of \$5,000, or such blanket bond or other bond or insurance in lieu of individual bond as permitted by § 33.40(B). The premium of said bond shall be paid by the city.

('79 Code, § 1-316) (Ord. 127, passed - -; Am. Ord. 298, passed 3-16-82; Am. Ord. 397, passed 11-19-85; Am. Ord. 440, passed 5-19-87; Am. Ord. 869, passed 10-1-02; Am.

Ord. 1077, passed 10-21-08)

Statutory reference:

Appointment and removal authorized, see Neb. RS 16-308

Compensation restricted, see Neb. RS 16-502

SECTION 4. Municipal Code Section 31.30 is hereby amended to read as follows:

§ 31.30 FIRE CHIEF.

The Fire Chief shall be fire chief who is determined and appointed from time to time pursuant to the Interlocal Cooperation Agreement among the City, City of Papillion and Papillion Rural Fire Protection District dated October 1, 2013, as amended or superseded from time to time, ("Fire Interlocal"), and such Fire Chief shall have such duties and responsibilities from time to time specified or determined by or in accordance with the such Fire Interlocal and applicable law, including without limitation, the immediate superintendence, operation and administration of the fire department, its facilities, equipment and other property, firefighters, emergency medical services ("EMS") and other personnel, abatement, suppression, mitigation, and prevention of fire and other hazards, and carrying out fire, safety and other inspections within the City. Provided, however, prior approval of the City Council shall be required with respect to any of the following matters if the City will be expected to pay a share of applicable costs or expenses:

(A) Acquisition of any direct or indirect interest in real property;

(B) Any budgeted or nonbudgeted expenditure, or series of related expenditures, by purchase, lease or any other method totaling \$50,000 or more;

(C) Increase of 5% or more of annual budgeted or actual expenditures;

(D) Property tax levy on property within the City;

(E) Issuance or commitment to bonded debt, lease purchase or any similar indebtedness, financing or obligation; or

(F) Conveyance of any real property, or interest therein, pursuant to the Fire Interlocal.

The Fire Chief shall be the primary point of contact for the City and attend meetings of the City Council or other meetings of the City to provide updates and address any issues from time to time. The Fire Chief also shall be a member of the Board of Health. Except for such service on the Board of Health, the Fire Chief shall be authorized to appoint one or more designees to carry out any responsibilities under the Fire Interlocal or applicable law. For all purposes of the Code or applicable law, the term "Fire Chief," means the Fire Chief who is designated or acting pursuant to the Fire Interlocal, and the fire department that is acting pursuant to the Fire Interlocal shall constitute and perform all functions and duties of a fire department of the City.

~~(A) The Fire Chief shall have the immediate superintendence of the volunteer firefighters. The Fire Chief shall maintain the Fire Department in a state of readiness to promptly respond to any emergency, manmade or natural disaster, traffic or other accident, or other call for service or assistance.~~

~~—(B) In accordance with the authority provided hereunder, the Fire Chief shall have the following duties and responsibilities, including but not limited to, in some cases, seeing that particular requirements or conditions are maintained:~~

~~—(1) Volunteer firefighters shall at all times while on duty be properly uniformed and/or equipped; when appropriate, city-provided uniforms, badges, and insignia shall be worn.~~

~~—(2) Equipment of the Department shall be properly used and well-maintained.~~

~~—(3) Volunteer firefighters shall be well-informed and trained in the modern methods of fire prevention, fire suppression, fire safety education and emergency medical service.~~

~~—(4) Community relations programs shall be implemented from time to time as are necessary or appropriate to develop or maintain positive relationships between the fire department and the community.~~

~~—(5) Rules and regulations of the Fire Department shall be developed, promulgated, and enforced and a high level of discipline will be maintained within the Department.~~

~~_____ (6) Execution of orders of the Mayor.~~

~~_____ (7) The Fire Chief shall be a member of the Board of Health.~~

~~(8) The Fire Chief shall have such other duties as are assigned to or required of him or her by the Mayor and Council or otherwise provided by applicable law, rule or regulation.~~

(Ord. 1017, passed 1-16-07)

SECTION 5. Repeal of Conflicting Ordinances. Sections 31.01, 31.04, 31.23 and 31.30 as originally enacted, and all ordinances and parts of ordinances as previously enacted that are in conflict with this ordinance or any part hereof, are hereby repealed.

SECTION 6. 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 hereby declare that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 7. Effective Date. This Ordinance shall be in force and take effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 15TH DAY OF OCTOBER 2024

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA TO AMEND MUNICIPAL CODE SECTIONS 35.02 AND 35.50; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

SECTION 1. Municipal Code Section 35.02 is hereby amended to read as follows:

§ 35.02 CONTRACT VOTE.

On the passage or adoption of every resolution or order to enter into a contract or accepting of work done under contract by the Mayor or Council, the "yeas" and "nays" shall be called and entered upon the record. To pass or adopt any bylaw or, ordinance or any such resolution or order, a concurrence of a majority of ~~the whole number of the all elected~~ members ~~elected to of~~ the Council shall be required. The Mayor may vote on any such matter if (1) the Mayor's vote is required due to the Council members being equally divided or (2) a majority vote of all the elected members of the Council cannot be reached due to absence, vacancy, or abstention of one or more Council members. For purposes of such vote, the Mayor is deemed to be when his or her vote shall be decisive, and the Mayor shall, for the purpose of such vote, be deemed to be a member of the Council. (Neb. RS 16-503) ('79 Code, § 1-921)

SECTION 2. Municipal Code Section 35.50 is hereby amended to read as follows:

§ 35.50 PROPERTY TAX REQUEST; PROCEDURE.

The city annually in connection with its consideration and approval of a property tax request for the upcoming fiscal year shall comply with applicable requirements of State Statutes, including without limitation all applicable notice, public hearing, approval, certification, filing and other requirements of the Property Tax Request Act set forth in Neb. Rev. Stat. Sections 77-1630 through 77-1634, as amended or superseded from time to time.

~~— (A) Property tax request procedure, including increases up to allowable growth percentage.~~

~~— (1) If the annual assessment of property would result in an increase in the total property taxes levied by the city as determined using the previous year's rate of levy, the city's property tax request for the current year shall be no more than its property tax request in the prior year, and the city's rate of levy for the current year shall be decreased accordingly when such rate is set by the County Board of Equalization pursuant to Neb. RS 77-1601. The City Council shall pass a resolution or ordinance to set the amount of its property tax request after holding the public hearing required in division (A)(3). If the City Council seeks to set its property tax request at an amount that exceeds its property tax request in the prior year, it may do so after holding the public hearing required in division (A)(3) and by passing a resolution or ordinance that complies with division (A)(5). If the city seeks to increase its property tax request by more than the allowable growth percentage, it shall comply with the requirements of division (B) below in lieu of the requirements in divisions (A)(3) through (5).~~

~~— (2) If the annual assessment of property would result in no change or a decrease in the total property taxes levied by the city as determined using the previous year's rate of levy, the city's property tax request for the current year shall be no more than its property tax request in the prior year, and the city's rate of levy for the current year shall be adjusted accordingly when such rate is set by the County~~

~~Board of Equalization pursuant to Neb. RS 77-1601. The City Council shall pass a resolution or ordinance to set the amount of its property tax request after holding the public hearing required in division (A)(3). If the City Council seeks to set its property tax request at an amount that exceeds its property tax request in the prior year, it may do so after holding the public hearing required in division (A)(3) and by passing a resolution or ordinance that complies with division (A)(5). If the city seeks to increase its property tax request by more than the allowable growth percentage, the city shall comply with the~~

~~requirements of division (B) below in lieu of the requirements in divisions (A)(3) through (5).~~

~~_____ (3) The resolution or ordinance required under this division (A) shall only be passed after a special public hearing called for such purpose is held, and after notice is published in a newspaper of general circulation in the area of the city at least four calendar days prior to the hearing. For purposes of such notice, the four calendar days shall include the day of publication but not the day of hearing.~~

~~_____ (4) The hearing notice shall contain the following information:~~

~~_____ (a) The certified taxable valuation under Neb. RS 13-509 for the prior year, the certified taxable valuation under Neb. RS 13-509 for the current year, and the percentage increase or decrease in such valuations from the prior year to the current year;~~

~~_____ (b) The dollar amount of the prior year's tax request and the property tax rate that was necessary to fund that tax request;~~

~~_____ (c) The property tax rate that would be necessary to fund last year's tax request if applied to the current year's valuation;~~

~~_____ (d) The proposed dollar amount of the tax request for the current year and the property tax rate that will be necessary to fund that tax request;~~

~~_____ (e) The percentage increase or decrease in the property tax rate from the prior year to the current year; and~~

~~_____ (f) The percentage increase or decrease in the total operating budget from the prior year to the current year.~~

~~_____ (5) Any resolution or ordinance setting a city's property tax request at an amount that exceeds the city's property tax request in the prior year shall include, but not be limited to, the following information:~~

~~_____ (a) The name of the city;~~

~~_____ (b) The amount of the property tax request;~~

~~_____ (c) The following statements:~~

~~_____ 1. The total assessed value of property differs from last year's total assessed value of ___ percent;~~

~~_____ 2. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$___ per \$100 of assessed value;~~

~~_____ 3. The City of La Vista proposes to adopt a property tax request that will cause its tax rate to be \$___ per \$100 of assessed value;~~

~~_____ 4. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of La Vista will (increase or decrease) last year's budget by ___ percent; and~~

~~_____ (d) The record vote of the City Council in passing such resolution or ordinance.~~

~~_____ (6) Any resolution or ordinance setting a property tax request under this division (A) shall be certified and forwarded to the County Clerk prior to October 15 of the year for which the tax request is to apply.~~

~~_____ (B) Property tax request procedure for increases in excess of allowable growth percentage.~~

~~_____ (1) If the city seeks to increase its property tax request by more than the allowable growth percentage, the city may do so if:~~

~~_____ (a) A public hearing is held and notice of such hearing is provided in compliance with division (2) below; and~~

- ~~_____ (b) The City Council passes a resolution or an ordinance that complies with division (3).~~
- ~~_____ (2) (a) If the city seeks to increase its property tax request by more than the allowable growth percentage, it shall participate in a joint public hearing, together with any other political subdivisions in the county seeking to increase its property tax request by more than the allowable growth percentage. The city shall designate a representative to attend the joint public hearing on behalf of the city. At such hearing, there shall be no items on the agenda other than discussion on the intent of the city (and any other political subdivisions in the county) to increase its property tax request by more than the allowable growth percentage.~~
- ~~_____ (b) The joint public hearing shall be held on or after September 17 and prior to September 29 and before the city or any other participating political subdivision files its adopted budget statement pursuant to Neb. RS 13-508.~~
- ~~_____ (c) The joint public hearing shall be held after 6:00 p.m. local time on the relevant date.~~
- ~~_____ (d) At the joint public hearing, the representative of the city, together with the representatives of each other participating political subdivision, shall give a brief presentation on its intent to increase its property tax request by more than the allowable growth percentage and the effect of such request on the city's budget. The city's presentation shall include:~~
- ~~_____ 1. The name of the city;~~
- ~~_____ 2. The amount of the property tax request; and~~
- ~~_____ 3. The following statements:~~
- ~~_____ a. The total assessed value of property differs from last year's total assessed value by ___ percent;~~
- ~~_____ b. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$___ per \$100 of assessed value;~~
- ~~_____ c. The City of La Vista proposes to adopt a property tax request that will cause its tax rate to be \$___ per \$100 of assessed value;~~
- ~~_____ d. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of La Vista will exceed last year's by percent; and~~
- ~~_____ e. To obtain more information regarding the increase in the property tax request, citizens may contact the City of La Vista at (telephone number and email address of the city).~~
- ~~_____ (e) Any member of the public shall be allowed to speak at the joint public hearing and shall be given a reasonable amount of time to do so.~~
- ~~_____ (f) Notice of the joint public hearing shall be provided:~~
- ~~_____ 1. By sending a postcard to all affected property taxpayers. The postcard shall be sent to the name and address to which the property tax statement is mailed;~~
- ~~_____ 2. By posting notice of the hearing on the home page of Sarpy County's website; and~~
- ~~_____ 3. By publishing notice of the hearing in a legal newspaper in or of general circulation in Sarpy County.~~
- ~~_____ (g) The city, together with each other political subdivision that participates in the joint public hearing, shall send the information prescribed in division (B)(2)(h) to the Sarpy County Clerk by September 5. The County Clerk shall transmit the information to the County Assessor no later than September 10. The County Clerk shall notify the city and each other participating political subdivision of the date, time, and location of the joint public hearing. The County Assessor shall mail the postcards required in this division.~~

~~Such postcards shall be mailed at least seven calendar days before the joint public hearing. The cost of creating and mailing the postcards, including staff time, materials, and postage, shall be divided among the political subdivisions participating in the joint public hearing.~~

~~_____ (h) The postcard sent under this division and the notice posted on the county's website, if required under division (2)(f)2., and published in the newspaper shall include the date, time, and location for the joint public hearing, a listing of and telephone number for each political subdivision that will be participating in the joint public hearing, and the amount of each participating political subdivision's property tax request. The postcard shall also contain the following information:~~

~~_____ 1. The following words in capitalized type at the top of the postcard:
NOTICE OF PROPOSED TAX INCREASE;~~

~~_____ 2. The name of Sarpy County as the county that will hold the joint public hearing, which shall appear directly underneath the capitalized words described in division (2)(h)1.;~~

~~_____ 3. The following statement: "The following political subdivisions are proposing a revenue increase as a result of property taxes in [insert current tax year]. This notice contains estimates of the tax on your property and the proposed tax increase on your property as a result of this revenue increase. These estimates are calculated on the basis of the proposed [insert current tax year] data. The actual tax on your property and tax increase on your property may vary from these estimates.";~~

~~_____ 4. The parcel number for the property;~~

~~_____ 5. The name of the property owner and the address of the property;~~

~~_____ 6. The property's assessed value in the previous tax year;~~

~~_____ 7. The amount of property taxes due in the previous tax year for each participating political subdivision;~~

~~_____ 8. The property's assessed value for the current tax year;~~

~~_____ 9. The amount of property taxes due for the current tax year for each participating political subdivision;~~

~~_____ 10. The change in the amount of property taxes due for each participating political subdivision from the previous tax year to the current tax year; and~~

~~_____ 11. The following statement: "To obtain more information regarding the tax increase, citizens may contact the political subdivision at the telephone number provided in this notice."~~

~~_____ (3) After the joint public hearing required in division (B)(2), the City Council, together with each governing body of each participating political subdivision, shall pass an ordinance or resolution to set such political subdivision's property tax request. If the city is increasing its property tax request over the amount from the prior year, including any increase in excess of the allowable growth percentage, then such ordinance or resolution shall include, but not be limited to, the following information:~~

~~_____ (a) The name of the City of La Vista;~~

~~_____ (b) The amount of the property tax request;~~

~~_____ (c) The following statements:~~

~~_____ 1. The total assessed value of property differs from last year's total assessed value by ___ percent;~~

~~_____ 2. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$___ per \$100 of assessed value;~~

~~_____ 3. The City of La Vista proposes to adopt a property tax request that will cause its tax rate to be \$___ per \$100 of assessed value;~~

~~_____ 4. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of La Vista will exceed last year's by percent; and~~

~~_____ (d) The record vote of the governing body in passing such resolution or ordinance.~~

~~_____ (4) Any resolution or ordinance setting a property tax request under this division (B) shall be certified and forwarded to the County Clerk on or before October 15 of the year for which the tax request is to apply.~~

~~_____ (5) (a) The County Clerk, or his or her designee, shall prepare a report which shall include:~~

~~_____ 1. The names of the representatives of the city and each other political subdivisions participating in the joint public hearing; and~~

~~_____ 2. The name and address of each individual who spoke at the joint public hearing, unless the address requirement is waived to protect the security of the individual, and the name of any organization represented by each such individual.~~

~~_____ (b) Such report shall be delivered to the city and other political subdivisions participating in the joint public hearing within ten days after such hearing.~~

~~_____ (C) Definitions; Property Tax Request Act.~~

~~_____ (1) **ALLOWABLE GROWTH PERCENTAGE** and other terms used in this section shall have the meaning provided in Neb. RS 77-1631.~~

~~_____ (2) Provisions of this section shall be interpreted and carried out in accordance with the Property Tax Request Act, Neb. RS 77-1631 through 77-1634, and other applicable state statutes, as adopted or amended from time to time. Provided, however, inadvertent failure to comply with the Property Tax Request Act shall not invalidate any property tax request of the city or constitute an unauthorized levy. Without limiting the foregoing sentence, the failure of a taxpayer to receive a postcard as required under the Act shall not invalidate a property tax request of the city or constitute an unauthorized levy under Neb. RS 77-1606.~~

~~(‘79 Code, § 1-904.01) (Ord. 703, passed 10-21-97; Am. Ord. 1031, passed 5-1-07; Am. Ord. 1444, passed 2-1-22; Am. Ord. 1468, passed 12-6-22)~~

Statutory update:

Similar state provisions, see Neb. RS 77-~~1601.02~~1630 through 77-1634

SECTION 3. Repeal of Conflicting Ordinances. Sections 35.02 and 35.50 as originally enacted, and all ordinances and parts of ordinances as previously enacted that are in conflict with this ordinance or any part hereof, 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 hereby declare that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 5. Effective Date. This Ordinance shall be in force and take effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 15TH DAY OF OCTOBER 2024

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Ordinance No. _____

Pamela A. Buethe, MMC
City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA TO AMEND MUNICIPAL CODE SECTIONS 73.01, 73.02, 73.38, AND 73.42; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

SECTION 1. Municipal Code Section 73.01 is hereby amended to read as follows:

§ 73.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BICYCLE.

(1) Every device propelled by human power upon which any person may ride, having two, three or four wheels, any one or more tandem wheels, either of which is of more than 14 inches in diameter; or

(2) An electric bicycle as defined in chapter 60 of Nebraska Statutes. A device with two or three wheels, fully operative pedals for propulsion by human power, and an electric motor with a capacity not exceeding 750 watts which produces no more than one brake horsepower and is capable of propelling the bicycle at a maximum design speed of no more than 20 miles per hour on level ground. (Neb. RS 60-611 & 60-618.03)

VEHICLE. Every device in, upon or by which any person or property is or may be transported or drawn upon a highway, excepting devices moved by human power, devices used exclusively upon stationary rails or tracks, electric personal assistive mobility devices, and bicycles.

('79 Code, § 5-621) (Am. Ord. 1279, passed 4-19-16)

SECTION 2. Municipal Code Section 73.02 is hereby amended to read as follows:

§ 73.02 APPLICATION OF ARTICLE; PARENTAL RESPONSIBILITY.

(A) These regulations, applicable to bicycles, shall apply whenever a bicycle is operated upon any roadway or upon any path set aside for the exclusive use of bicycles, subject to those exceptions stated herein.

(B) The parent of any child and the guardian of any ward shall not authorize or knowingly permit any child or ward to violate any of the provisions of this chapter.

(C) Any electric bicycle, while being partly or entirely propelled by electric motor, only shall be operated on roadways.

(Neb. RS 60-6,117) ('79 Code, § 5-601) Penalty, see § 70.999

Statutory reference:

Rules of the road applicable to bicycles, see Neb. RS 60-6,314

SECTION 3. Municipal Code Section 73.38 is hereby amended to read as follows:

§ 73.38 RIDING ON SIDEWALKS.

(A) The City Administrator, Chief of Police or any designee of the City Administrator or Chief of Police is authorized to erect signs on any sidewalk or roadway

prohibiting, or in an emergency or interest of public health, safety or welfare prohibit in person, the riding of any or all bicycles thereon by any person, and when such signs are posted or in-person direction is given, no person shall disobey the same. Provided, however, electric bicycles, while being partly or entirely propelled by electric motor, will be operated only on roadways.

(B) Whenever any person is riding a bicycle upon a sidewalk, such person shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian.

('79 Code, § 5-613) Penalty, see § 70.999

Statutory reference:

Municipal authority to regulate, see Neb. RS 60-6,317

SECTION 4. Municipal Code Section 73.42 is hereby amended to read as follows:

§ 73.42 RIDING ON ROADWAYS AND BICYCLE PATHS.

(A) Every person operating a bicycle upon the roadway shall ride as near to the right side of the roadway as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction.

(B) Persons riding bicycles upon a roadway shall ride only in single file, except on paths or parts of roadways set aside for the exclusive use of bicycles.

(C) Whenever a usable path for bicycles has been provided adjacent to a roadway, bicycle riders shall use such path and shall not use the roadway, except (i) as specified by signage or otherwise pursuant to Section 73.38(A) above, and (ii) electric bicycles, when being partly or entirely propelled by electric motor, only shall be operated on roadways.

('79 Code, § 5-617) Penalty, see § 70.999

Statutory reference:

General rules and municipal authority to regulate, see Neb. RS 60-6,317

SECTION 5. Repeal of Conflicting Ordinances. Sections Sections 73.01, 73.02, 73.38 and 73.42~~35.02 and 35.50~~ as originally enacted, and all ordinances and parts of ordinances as previously enacted that are in conflict with this ordinance or any part hereof, are hereby repealed.

SECTION 6. 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 hereby declare that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 7. Effective Date. This Ordinance shall be in force and take effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 15TH DAY OF OCTOBER 2024

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Ordinance No. _____

Pamela A. Buethe, MMC
City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA TO AMEND MUNICIPAL CODE SECTION 150.70; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

SECTION 1. Municipal Code Section 150.70 is hereby amended to read as follows:

§ 150.70 POWER AND AUTHORITY.

The Building Inspector of the City of La Vista shall be the Chief Building Official of the City, and the building inspector or the building inspector's agents, assistants or other designees, except as otherwise expressly provided in any applicable laws, codes or regulations, shall be the city official who shall have the duty of enforcing all building, housing, zoning, fire, life safety, plumbing, electrical and other codes and regulations as herein prescribed, and as used in the Code or other applicable law shall include without limitation a designated the Fire Chief, Fire Marshal or his or her designee with respect to enforcement of fire or life safety codes or related rules or regulations. The Building Inspector shall inspect all buildings existing, repaired, altered, built or moved in the city as often as necessary to insure compliance with all city ordinances. Not in limitation of the foregoing or other authority, the Building Inspector shall have the power and authority to order all work stopped on any construction, repair, alteration, relocation or other work when there is a violation of any provisions prescribed by ordinances, laws, rules or regulations. The Building Inspector shall issue permission to continue any construction, repair, alteration, relocation or other work where he or she is satisfied that no provisions will be violated. If a stop order is an oral one, it shall be followed by a written stop order served on any person or entity engaged in the doing or causing such work to be done. The notice shall briefly set forth the violations and shall specify the time in which compliance must be made. The Building Inspector in accordance with applicable law shall have the power and authority to issue citations and court summons for violations of building, housing, zoning, life safety, plumbing, electrical and other laws or regulations relating to buildings in the same manner as if said citations are issued by the city police. Such written stop orders, citations and court summons may be served by the Building Inspector or by a city police officer, in the event that absence or vacancy in the office of the building inspector, or the City Council fails to appoint a building inspector and there shall be no acting building inspector of the City of La Vista, the Chief of Police or his or her designee shall be carry out the duties of the building inspector ex-officio. ('79 Code, § 9-101) (Am. Ord. 299, passed 3-16-82; Am. Ord. 326, passed 11-3-82; Am. Ord. 751, passed 11-17-98; Am. Ord. 1226, passed 9-16-14)

SECTION 2. Repeal of Conflicting Ordinances. Section 150.70 as originally enacted, and all ordinances and parts of ordinances as previously enacted that are in conflict with this ordinance or any part hereof, are hereby repealed.

SECTION 3. 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 hereby declare that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 5. Effective Date. This Ordinance shall be in force and take effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 15TH DAY OF OCTOBER 2024

CITY OF LA VISTA

Douglas Kindig, Mayor

Ordinance No. _____

ATTEST:

Pamela A. Buethe, MMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 15, 2024 AGENDA**

Subject:	Type:	Submitted By:
AMEND COMPENSATION ORDINANCE	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	JOE SOUCIE MANAGING DIRECTOR - PUBLIC WORKS

SYNOPSIS

An ordinance has been prepared to amend the Compensation Ordinance Section 13 F to increase the reimbursement for protective footwear for Public Works employees to an amount not to exceed \$175.

FISCAL IMPACT

The FY25/FY26 Biennial Budget provides funding for the proposed increase.

RECOMMENDATION

Approval.

BACKGROUND

The reimbursement for Public Works employees who are required to wear protective footwear was last amended in 2013. Since then, the cost of goods has risen considerably and an adjustment to the reimbursement is necessary to better align with today's market.

ORDINANCE NO. 1520

AN ORDINANCE TO FIX THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE CITY OF LA VISTA; TO PROVIDE FOR THE REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT HERewith; ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

Section 1. City Council. The compensation of members of the City Council shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be, and the same hereby is, fixed at the sum of \$8,000 per year for each of the members of the City Council.

Section 2. Mayor. The compensation of the Mayor shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be, and the same hereby is, fixed at the sum of \$16,000 per year.

Section 3. City Administrator. The compensation of the City Administrator shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be established by contractual agreement.

Section 4. Management Exempt Employees. The management exempt employees hereafter named shall, in addition to such vehicle and other allowances as may from time to time be fixed by Resolution of the City Council, receive annualized salaries fixed in accordance with the schedules, set forth in Section 20 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish.

Section 5. Salaried Exempt Employees. The monthly salary compensation rates of the salaried exempt employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules set forth in Section 20 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish.

Section 6. Hourly Non-Exempt Employees. The hourly compensation rates of the hourly (non-exempt) employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules set forth in Section 20 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish.

Section 7. Part-Time, Seasonal and Temporary Employees. The hourly compensation rates of part-time, seasonal and temporary employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules set forth in Section 20 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish.

Part-time employees shall receive no benefits other than salary or such benefits as established in accordance with such rules as have been or may be established by Resolution of the City Council.

Section 8. Pay for Performance. Employees not covered by a collective bargaining agreement or express employment contract shall be subject to the City's Pay for Performance (PFP) compensation system as outlined in Council Policy Statement. PFP salary ranges are set forth in Section 20 of this Ordinance. For Fiscal year 2025 the range for salary increases will be 0-7% in accordance with the adopted pay matrix.

Section 9. Legal Counsel. Compensation of the legal counsel other than special City Prosecutor for the City shall be, and the per diem rates respecting same shall be, at 90% of the standard hourly rate the firm may from time to time charge. Compensation for Special City prosecution shall be as agreed upon at the time of specific employment.

Section 10. Engineers. Compensation of Engineers for the City shall be, and the same hereby is, fixed in accordance with such schedules of hourly and per diem or percentage rates as shall from time to time be approved by Resolution of the City Council. Travel allowances respecting same shall be as may from time to time be fixed by Resolution of such City Council.

Section 11. Health, Dental Life and Long-Term Disability Insurance. Subject to the terms, conditions and eligibility requirements of the applicable insurance plan documents and policies, regular full-time employees of the City of La Vista and their families shall be entitled to be enrolled in the group life, health, and dental insurance program maintained by the City. Regular full-time employees shall also be entitled to be enrolled in the long-term disability insurance program maintained by the City.

Unless otherwise provided by collective bargaining agreement, or other applicable agreement, the City's employer share shall be ninety (90) percent of the amount of the actual premium and the employee shall pay the ten percent (10%) balance of the actual premium via payroll deduction for employees enrolled in single coverage. The City's employer share shall be eighty percent (80%) of the amount of the actual premium and the employee shall pay the twenty percent (20%) balance of the actual premium via payroll deduction for any employee enrolled in a level of coverage other than single. Those employees electing not to participate in these programs will receive no other form of compensation in lieu of this benefit.

Section 12. Establishment of Shifts. The City may establish duty shifts of such length, and to have such beginning and ending times, and to have such meal and break times, as it may deem appropriate or necessary, respecting employees of the City.

Section 13. Special Provisions.

- A. Employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska, covering the period from October 1, 2023 through September 30, 2026," shall receive compensation and benefits and enjoy working conditions, as described, provided and limited by such Agreement. The terms of such Agreement shall supersede any provisions of this Ordinance inconsistent therewith and be deemed incorporated herein by this reference.
- B. Holiday Pay shall be compensated as set forth in the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista for police officers and as set forth in the Personnel Manual for all other full-time employees.
- C. Subject to subsection 14.D. hereof, each full time hourly non-exempt employee of the City shall be entitled to receive overtime pay at the rate of one- and one-half times the employee's regular rate for each hour worked in excess of forty hours during a work week. If called out at any time other than during regular assigned work hours during the pay period, such employee shall be entitled to compensation at the rate of one and one half times the regular rate for each hour so worked, provided that in no case shall an employee receive less than two hours over time pay for such call out work, and further provided there shall be no pyramiding of hours for purposes of computing overtime. For purposes of this subsection an employee's "regular rate" shall be the sum of his or her hourly rate specified in Section 6 of this Ordinance and any longevity pay due under this Ordinance.
- D. Police Department employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska," described in subsection 14.A hereof shall, as provided in such Agreement, be paid overtime at one and one half times the employee's contractual hourly rate for each hour worked in excess of 80 hours during any 14 day work period coinciding with the pay period established by Section 15 of this Ordinance.
- E. All Management Exempt Employees and all Salaried Exempt Employees are considered to be salaried employees and shall not be eligible for overtime pay, holiday pay, or other special pay as provided by this section.
- F. Public Works Employees who are required to wear protective footwear may submit to the City for reimbursement for the cost of work boots in an amount not to exceed ~~\$150~~175.
- G. Public Works Employees may submit to the City for reimbursement for the difference in cost between a Nebraska Driver's License and a "CDL" driver's license within 30 days of obtaining a CDL license when a CDL license is required as a part of the covered employee's job description.

- H. Public Works Employees shall be provided by the City five safety work shirts in each fiscal year at no cost to the employee.
- I. Employees not covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista" and who are otherwise eligible, shall be paid overtime at the rate of one and one-half times the employee's hourly rate for all hours worked that encompass the annual La Vista celebration outside of their normally scheduled workday. Overtime earned will not be offset by any holiday that falls during the above referenced pay periods.
- J. An increase of the fixed dollar amount specified in Section 1 above shall take effect with respect to all members of the City Council on and after the first day of the first full term of office of any member of the City Council that begins after the Ordinance making the increase is effective. An increase of the fixed dollar amount specified in Section 2 above shall take effect on and after the first day of the first full term of office of Mayor that begins after the Ordinance making the increase is effective.

Section 14. Pay for Unused Sick Leave Upon Retirement or Death. Employees who voluntarily retire after twenty or more years of service with the City and have no pending disciplinary action at the time of their retirement, shall be paid for any unused sick leave. Employees who began their employment with the City after January 1, 2005, or who began their employment prior to this date but elected to waive their eligibility for emergency sick leave, shall be paid for any unused sick leave, if they voluntarily leave City employment and have no pending disciplinary action, according to the following sliding schedule: After 10 years of employment – 100% of sick leave hours accrued over 660 and up to 880; after 15 years of employment – 100% of sick leave hours accrued over 440 hours and up to 880; after 20 years of employment – 100% of sick leave hours accrued up to 880. No other employee shall be paid for any unused sick leave upon termination of employment.

A regular full-time employee's unused sick leave shall also be paid if, after October 1, 1999, the employee sustains an injury which is compensable by the City or the City's insurer under the Nebraska Workers' Compensation Act and such injury causes the death of the employee within two years after the date of injury. Any payment made pursuant to the preceding sentence shall be made to the surviving spouse of the employee; provided, such payment shall be made to the employee's estate if the employee leaves no surviving spouse or if, prior to his or her death, the employee filed with the City Clerk a written designation of his or her estate as beneficiary of such payment.

Section 15. Pay Periods. All employees of the City of La Vista shall be paid on a bi-weekly basis. The pay period will commence at 12:01 a.m. Sunday and will conclude at 11:59 p.m. on the second succeeding Saturday. On the Friday following the conclusion of the pay period, all employees shall be paid for all compensated time that they have been accredited with during the pay period just concluded.

Section 16. Public Works Lunch and Clean-up Times. Lunch period for employees of the Public Works Department shall be one half hour (30 minutes) in duration. Public Works employees shall be granted a 5 minute clean-up period prior to start of lunch period, and shall be granted an additional 5 minutes clean-up period prior to the end of the work day.

Section 17. Sick Leave and Personal Leave. Sick leave and personal leave will be awarded and administered in conjunction with the provisions set forth in the personnel manual and the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, as applicable to the employee in question.

Section 18. Vacation Leave. Vacation leave will be awarded and administered in conjunction with the provisions set forth in the personnel manual and the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, as applicable to the employee in question.

Section 19. Vacation Entitlement.

- A. All full-time employees whose employment is governed by the Agreement described in Section 13, Paragraph A. of this Ordinance shall earn, accrue and be eligible for vacation as provided in such Agreement.
- B. All other full-time Hourly Non-Exempt Employees shall earn: six (6) days of paid vacation during the first year of continuous full-time employment; eleven (11) days of paid vacation during the second year of continuous full-time employment; and thereafter, eleven (11) days of paid vacation during each subsequent year of

continuous full-time employment, plus one (1) additional day of paid vacation for each year of continuous full-time employment in excess of two years. Notwithstanding the foregoing, no employee shall earn more than twenty-three (23) days of paid vacation per employment year.

- C. All Management Exempt Employees, and Salaried Exempt Employees, shall earn ten (10) days paid vacation during the first year of continuous employment, and one (1) additional vacation day for each additional year of continuous employment not to exceed twenty-six (26) days.
- D. All Permanent Part Time Employees working a minimum of twenty (20) hours per week shall earn forty (40) hours of paid vacation time per year after six (6) months of employment. Total paid vacation time earned per year shall not exceed forty (40) hours.
- E. Full Time Exempt and Non-Exempt Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 220 hours.
- F. Permanent Part Time Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 110 hours.

Section 20. Wage Tables

Pay Grade	Title	SALARY RANGE		
		Minimum	MidPoint	Maximum
A				
B		\$15.97	\$18.37	\$20.76
		\$33,217.60	\$38,209.60	\$43,180.80
	Recreation Attendant			
	Circulation Assistant			
	Lifeguard			
C		\$17.10	\$19.66	\$22.23
		\$35,568.00	\$40,892.80	\$46,238.40
	Assistant Pool Manager			
D		\$19.49	\$22.41	\$25.34
		\$40,539.20	\$46,612.80	\$52,707.20
	Administrative Assistant			
	Circulation Specialist			
	Custodian			
	Driver I			
	Laborer (Seasonal)			
	Pool Manager			
	Shop Assistant			
E		\$21.04	\$24.20	\$27.35
		\$43,763.20	\$50,336.00	\$56,888.00
	Administrative Specialist			
	Driver II			
F	Permit Technician			
		\$22.73	\$26.14	\$29.55
		\$47,278.40	\$54,371.20	\$61,464.00
	Account Specialist			
	Assistant Events Coordinator			
	Evidence Technician			
	GED Instructor			
	Maintenance Worker I			
	Office Coordinator			
G		\$24.55	\$28.23	\$31.92
		\$51,064.00	\$58,718.40	\$66,393.60
	Landscape Gardener			
H	Maintenance Worker II			
		\$26.51	\$30.49	\$34.46

		\$55,140.80	\$63,419.20	\$71,676.80
	Executive Assistant			
	Maintenance Worker III			
	Mechanic			
I		\$28.63	\$32.93	\$37.22
		\$59,550.40	\$68,494.40	\$77,417.60
	Assistant Planner			
	Building Inspector I			
	Building Maintenance Technician			
	Code Enforcement Officer			
	Librarian I			
	Signal Technician			
J		\$30.92	\$35.56	\$40.20
		\$64,313.60	\$73,964.80	\$83,616.00
	Accountant			
	Administrative Services Manager			
	Deputy City Clerk			
	Engineer Assistant			
	IT Police/Radio Technology Specialist			
	Librarian II			
	Public Works Supervisor			
K		\$33.39	\$38.40	\$43.41
		\$69,451.20	\$79,872.00	\$90,292.80
	Building Inspector II			
	Planner			
	Recreation Manager			
	Senior Human Resources Generalist			
	Turf Supervisor			
L		\$36.06	\$41.47	\$46.88
		\$75,004.80	\$86,257.60	\$97,510.40
	Civil Engineer			
	Communications and Marketing Specialist			
	Events Coordinator			
	Senior Accountant			
M		\$38.95	\$44.79	\$50.64
		\$81,016.00	\$93,163.20	\$105,331.20
	Assistant Recreation Director			
	Deputy Library Director			
	Public Works Superintendent			
	Senior Planner			
N		\$42.06	\$48.37	\$54.68
		\$87,484.80	\$100,609.60	\$113,734.40
	Assistant to the City Administrator			
	Chief Building Official			
	Communications and Marketing Manager			
	Information Technology Manager			
O		\$45.43	\$52.24	\$59.06
		\$94,494.40	\$108,659.20	\$122,844.80
	Deputy Community Development Director			
	Deputy Finance Director			
P		\$49.06	\$56.42	\$63.78
		\$102,044.80	\$117,353.60	\$132,662.40
Q		\$53.97	\$62.06	\$70.16
		\$112,257.60	\$129,084.80	\$145,932.80
	Deputy Director of Public Works			
	Police Captain			
R		\$59.37	\$68.27	\$77.18
		\$123,489.60	\$142,001.60	\$160,534.40
	City Engineer			
DEPARTMENT HEAD/ADMINISTRATION SERVICE				
QQ		\$51.72	\$62.06	\$72.41
		\$107,577.60	\$129,084.80	\$150,612.80

	City Clerk			
	Library Director			
	Recreation Director			
RR		\$56.89	\$68.27	\$79.65
		\$118,331.20	\$142,001.60	\$165,672.00
	Community Development Director			
	Finance Director			
	Human Resources Director			
SS		\$62.58	\$75.10	\$87.61
		\$130,166.40	\$156,208.00	\$182,228.80
	Asst City Admin/Managing Director of Community Services			
	Managing Director of Administrative Services			
	Managing Director of Public Safety/Police Chief			
	Managing Director of Public Works			
TT		\$68.84	\$82.61	\$96.38
		\$143,187.20	\$171,828.80	\$200,470.40
UU		\$82.61	\$99.13	\$115.65
		\$171,828.80	\$206,190.40	\$240,552.00
	City Administrator			

Table 400						
FOP Collective Bargaining						
Hourly Non-Exempt						
Rate	A	B	C	D	E	F
426 Pay Grade						
Hourly				\$48.85	\$50.88	\$54.11
Monthly				\$8,467	\$8,819	\$9,379
Annually				\$101,608	\$105,830	\$112,549
423 Pay Grade						
Hourly	\$ 33.41	\$ 35.66	\$ 39.21	\$ 41.49	\$ 45.29	\$ 47.63
Monthly	\$5,791	\$6,181	\$6,796	\$7,192	\$7,850	\$8,256
Annually	\$69,493	\$74,173	\$81,557	\$86,299	\$94,203	\$99,070

SDLEA				
Rate	Min		Mid	Max
Director of Training				
Hourly	\$	34.63	\$ 41.57	\$ 48.52
Monthly	\$	6,003	\$ 7,206	\$ 8,410
Annually	\$	72,034	\$ 86,475	\$ 100,915
Police Training Instructor				
Hourly	\$	27.19	\$ 34.23	\$ 41.26
Monthly	\$	4,713	\$ 5,933	\$ 7,152
Annually	\$	56,555	\$ 71,198	\$ 85,821

Section 21. Repeal of Ordinance No. 1504 Ordinance No.1504 originally passed and approved on the 5th day of December 2023 is hereby repealed.

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

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

PASSED AND APPROVED THIS ~~3RD~~15TH DAY OF ~~SEPTEMBER~~OCTOBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 15, 2024 AGENDA**

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

SYNOPSIS

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

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

On March 19, 2024, Ordinance No. 1512 was passed by City Council adding in Rental Fee – Parking Garage No. 2 fees. On September 3, 2024, Ordinance No. 1519 was passed by City Council, unfortunately the section on Rental Fee – Parking Garage No. 2 fees was omitted from this ordinance. This ordinance has been amended to add the Rental Fee – Parking Garage No. 2 fees back in.

Other changes as requested.

ORDINANCE NO. 1519

AN ORDINANCE TO AMEND ORDINANCE NO. 1519, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

Section 1. General Fee Schedule. The fees and taxes charged by the City of La Vista for various services, facilities, and occupations shall be, and the same hereby are, fixed in accordance with the following schedule, no modifier shall be used, and such fees and taxes charged shall be in accordance with such rules as the City Council may establish:

BUILDING & USE FEES
(Apply inside City limits and within the Extra-territorial zoning jurisdiction)

Building Permit (Building valuation is determined by the most current issue of the ICC Building Valuation Data)	
General	\$30 Base fee + see building fee schedule
Commercial/Industrial	\$30 Base fee + see building fee schedule
Plan Review Fee	
Commercial (non-refundable)	\$100 or 10% of building permit fee (whichever is greater)
Design Review (non-refundable)	
Tenant Bay Façade Renovation	\$500 (min. fee or actual fee incurred)
Bldgs. 24,999 sq. ft. or less	\$1,500 (min. fee) (or actual fee Incurred)
Bldgs. 25,000 – 49,999 sq. ft.	\$2,000 (min. fee) (or actual fee Incurred)
Bldgs. 50,000 -99,999 sq. ft.	\$3,000 (min. fee) (or actual fee Incurred)
Bldgs. 100,000 + sq. ft.	\$4,000 (min. fee) (or actual fee Incurred)
Replacement Plan Review Fee	\$100 + Request for records fees
Engineer’s Review	\$500
Rental Inspection Program	
License Fees:	
Multi-family Dwellings	\$6.00 per unit
Single-family Dwellings	\$50.00 per property
Duplex Dwellings	\$50.00 per unit
Additional Administrative Processing Fee (late fee)	\$100.00
Inspection Fees:	
Primary Inspection	No charge
Class B Property Inspection (after primary inspection):	
Violation corrected	No charge
Violation not corrected	See Re-inspection Fee below
Re-inspection Fee (no show or follow up inspection)	See Re-inspection Fee below
Re-inspection Fee	\$100.00

Vacant Property Registration Fee	\$250 Original Registration Fee \$500 First Renewal \$1,000 Second Renewal \$2,000 Third Renewal \$2,500 Fourth Renewal \$2,500 Fifth and Subsequent Renewals
Penalty Fee	3x Regular permit fee
Refund Policy	75% will be refunded when the project is cancelled or not complete within one year. No refund will be given after one year. (Sewer Hook-up Fee is 100% refunded)
Certificate of Occupancy	\$ 50
Temporary Certificate of Occupancy	\$750
Pre-occupancy fee (Occupancy without C.O.)	\$750
Temporary Use Permit (includes tents, greenhouses, event structures)	\$ 50 plus \$10/day
Sign Permit	\$150/sign
Identification Sign, Incidental Sign	\$75/sign
Master Sign Plan (more than 1 sign)	\$150
Common Sign Plan	\$150
Temporary Sign Permit:	
Non-profit or tax exempt organization	\$0
All other temporary signs	\$ 30/year
Tower Development Permit	\$8,500(min fee) (or actual fee incurred)
Co-locates – Towers	\$5,000(min fee) (or actual fee incurred)
Small Wireless Facilities	\$500 per application for up to five small wireless facilities
Support Structure for Small Wireless Facilities	\$250 per structure
Eligible Facilities Permit	\$250 per application (or actual fee incurred)
Tarp Permit (valid for 6 months)	\$ 30
Solar Panel Permit	\$ 30
Satellite Dish Permit	\$ 30
Wading/Swimming Pools at residence	\$ 30
Dedicated Electrical circuit for pumps	\$ 30
Mechanical Permits	\$30 Base fee + See mechanical fee schedule
Plumbing Permits	\$30 Base fee + See plumbing fee schedule
Sewer Repair Permit	\$30
Backflow protector permit	\$ 30 (\$22 permit & \$8 backflow)
Underground Sprinklers	\$ 30 (\$22 issue fee & \$8 fixture)
Electrical Permits	\$30 Base Fee + See electrical fee
City Professional License (Plumbers; Mech. Contractors)	\$ 15 and a \$1,000,000 Liability, and a \$500,000 bodily injury insurance Certificate per each occurrence Also a \$5,000 Bond is required, naming the City as the recipient.
Demolition of building	\$250 plus Insurance Certificate
Moving Permit (buildings 120 square feet or greater)	\$250 plus Insurance Certificate
Sheds and Fences	\$ 30.00
Sidewalks	\$ 30.00
Driveway Replacement	\$ 30.00
Driveway Approach w/o curb cut or grinding	\$ 30.00
With curb requiring cut plus the 4' apron on each side)	
Contractor (Contractor performs curb cut or grind)	\$ 30.00 plus \$1.00/ft.

City Charge (if City performs curb cuts)	\$50 + \$5/ft. (\$40 set up fee; \$10 permit fee)
City charge (if City performs curb grinds)	\$50 + \$6/ft. (\$40 set up fee; \$10 permit fee)
Utility Cut Permit	\$ 30.00
Appeal Fee Regarding Issuance or Denial of Curb Cut/Driveway Approach Construction Permit	\$250
Street Paving, Surfacing, Resurfacing, Repairing, Sealing or Resealing Permit	\$ 30.00/Yearly
Appeal Fee Regarding Issuance or Denial of Street Paving, Resurfacing, etc. Permit	\$250

RIGHT-OF-WAY PERMIT FEES

The following are one-time permit fees for structures occupying the public right-of-way:

Canopy or Awning	\$50 for the first 25 ft. + \$10 each additional foot
Balcony	\$75 each
Bicycle Rack	\$50
Light Fixture	\$75 for the first + \$10 each additional light fixture
Marquee	\$50 for the first 25 ft. + \$10 each additional ft.
Sidewalk Café	\$100
Sign	\$100 each (if less than 25 sq. ft.) \$300 each (if 25 sq. ft. or larger)
Windscreen	\$400 each
Planter	\$50
Combination of Awning/Canopy/Sign /Light	\$500
Skywalk	\$500
String Lights	\$150
Temporary Structures/Fencing/etc related to Events	\$50/day
Other structures as approved by the City Administrator	\$300

Provided, however, notwithstanding anything in this Ordinance to the contrary, all property, or parts thereof or improvements thereon, with respect to which legal title is or will be held by or for the benefit of the City of La Vista, La Vista Community Development Agency, City of La Vista Facilities Corporation, La Vista/Metropolitan Community College Condominium Owners Association, Inc., or any other entity directly or indirectly controlled by the City of La Vista as determined by the City Administrator, for a public purpose, and all owners of such property, parts, or improvements, shall be exempt from the Building and Use Fees and/or any other fees in this ordinance. The City of La Vista pursuant to a policy of the City Council also may provide for waiver of any or all such Building and Use Fees, or any other fees under this Ordinance that are payable to the City, with respect any political subdivisions that levy property taxes within the corporate limits of the City, or any entity controlled by any such political subdivision.

FIRE INSPECTION FEES

Plan Review Fees

Commercial Building	10% of building permit fee with a maximum of \$1,000
Fire Sprinkler Plan Review	
1-20 devices	\$100.00
21-50 devices	\$200.00
51-100 devices	\$300.00
101-200 devices	\$400.00
201-500 devices	\$500.00
Over 500 devices	\$500.00 plus \$1.00 per device over 500

Fire Alarm Plan Review	\$50.00
<u>Child Care Facilities:</u>	
0 – 8 Children	\$50.00
9 – 12 Children	\$55.00
13 or more children	\$60.00
<u>Foster Care Homes:</u>	
Inspection	\$25.00
<u>Liquor Establishments:</u>	
Non-consumption establishments	\$60.00
Consumption establishments	\$85.00
<u>Nursing Homes:</u>	
50 beds or less	\$55.00
51to 100 beds	\$110.00
101 or more beds	\$160.00
<u>Fire Alarm Inspection:</u>	
Four year license (Test)	\$100.00
NICET	\$25.00 per year NICET certification last
Annual test (witnessed)	\$30.00
<u>Sprinkler Contractor Certificate:</u>	
Annual	\$100.00
<u>Fuels Division:</u>	
Above ground Hazardous Substance Storage Tanks (Title 158)	
Registration	\$25.00 per tank
Re-registration	\$25.00 per tank (Required whenever change is made to tank or contents)
Above ground Petroleum Storage Tanks (Title 153, Chapter 17)	
Inspection Fee	\$50.00 (Per installation regardless of the number of tanks)
Underground Storage Tanks (Title 159, Chapter 2)	
Farm, residential and heating oil tanks (tanks with a capacity of 1100gallons or less)	\$10.00 one-time registration fee
All other tanks	\$30.00 per tank, annually
Petroleum Release Remedial Action Fund	\$90.00 per tank, annually
Tank installation	\$60.00 per tank
Piping only installation	\$60.00

GRADING PERMIT FEES

5 acres or less	\$ 500
More than 5 acres	\$1,000

TAX INCREMENT FINANCING (TIF) APPLICATION FEES

Application Fee	\$3,000
Administrative Fee	1.5% on TIF Principal up to \$2,000,000 1% on TIF Principal amount above \$2,000,000 thru \$4,000,000 No additional administrative fee for TIF Principal above \$4,000,000
Bond Related Fee	Actual Fees, Costs & Expenses Incurred by the City

PACE PROGRAM

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

ZONING FEES

Comprehensive Plan Amendment	\$500
------------------------------	-------

Zoning Map Amendment (rezoning)	\$500
Zoning Text Amendment	\$500
Zoning Verification Letter	\$50
Subdivision Text Amendment	\$500
Conditional Use Permit (1 acre or less)	\$300
Conditional Use Permit (more than 1 acre)	\$500
Conditional Use Permit Amendment	\$200
Flood Plain Development Permit	\$500
Administrative Plat – Lot Split, Lot Consolidation or Boundary Adjustment	\$750+ additional fee of \$250 for review of revised drawings
Preliminary Platting	\$1,000 +additional fee of \$250 for review of revised drawings
Final Platting	\$1000+additional fee of \$250 for review of revised drawings
Subdivision Agreement	\$500 (min. fee) or actual fee incurred
Revised Preliminary Plat	\$500+additional fee of \$250 for review of revised drawings
Replat	\$1500 +additional fee of \$250 for review of revised drawings
P.U.D.	\$1,000+additional fee of \$250 for review of revised drawings
P.U.D. Amendment	\$500 (min. fee) or actual fee incurred
Vacation of Plat and Right of Way Vacation	\$150
Variance, Appeals, Map Interpretation (B.O.A.)	\$250
Watershed Fees –apply to all new development or significant redevelopment as specified in Exhibit “G” to the interlocal agreement for the Papillion Creek Watershed Partnership: (fees are remitted to Papillion Creek Watershed Partnership)	

OCCUPATION TAXES

Publication fees	\$Actual cost
Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class I Liquor License Holder	\$500
Class L Liquor License Holder	\$500
Class Z Liquor License Holder	\$500
Class AB Liquor License Holder	\$400
Class AD Liquor License Holder	\$600
Class ADK Liquor License Holder	\$800
Class AK Liquor License Holder	\$400
Class ABK Liquor License Holder	\$600
Class BK Liquor License Holder	\$400
Class CK Liquor License Holder	\$800
Class DK Liquor License Holder	\$600
Class IB Liquor License Holder	\$700
Class IBK Liquor License Holder	\$900
Class ID Liquor License Holder	\$900
Class IDK Liquor License Holder	\$1100
Class IK Liquor License Holder	\$700
Special Designated Permit – Liquor Control	\$ 50/day except non-profits
Transfer of Liquor License from One Location to Another	\$ 25

(These fees are in addition to the State Fee Requirement)
Amusement Concessions (i.e. Carnivals) \$ 10/concession/day
(This would include any vendors set up for special functions at the La Vista Sports Complex)

Auto dealers – new and used - \$250 plus \$.01 per sq. ft. of inside area, and \$.005 per sq. ft. of outside area used for display, sales or storage.

Auto repair	\$100
Banks, small loan and finance companies	\$250 plus \$75/each detached facility.
Barber shops, beauty salons, tanning & nail salons	\$ 75 plus \$10 per operator over one.
Bowling Alleys or Billiard/Pool Halls	\$ 50/year + \$10/table or alley (Additional fees for Restaurants or Drinking Places if applicable)
Car washes	\$100 (includes all vacuum & supply vending machines)
Circus, Menagerie or Stage Show	\$ 50/day
Collecting agents, detective agents or agencies and bail bondsmen	\$ 75
Construction/Tradesmen	\$ 75 and a \$1,000,000 Liability,
\$500,000 bodily injury insurance certificate	
Convenience stores	\$ 75 (Additional fees for Restaurants or Drinking Places if applicable)
Convenience store with car wash	\$120 (Includes all vacuum & supply vending machines)
Dry cleaning or laundry and tailoring	\$ 50
Funeral homes	\$150
Gaming Device Distributors	5% of gross receipts (non-profits exempt)
Games of Chance/Lotteries	5% of gross receipts (non-profits exempt)
Games of Chance/Lottery License Fee	\$ 50/1 st location - \$10/ea additional
Gas Companies	5% of gross receipts
Hawkers/Peddlers	\$ 75/day or \$500/year
Home Occupations (not specified elsewhere)	
Home Occupation Permit Application Fee	\$ 30
Home Occupation 1 and Child Care Home	\$ 50
Home Occupation Conditional Use Permit – see Zoning Fees	

Hotels/motels – Any hotel or motel in the City shall pay to the City monthly an Occupation Tax equal to 5% of gross receipts from room rentals. Any shops restaurants, and/or drinking places which are part of, associated with, or located in or with a hotel or motel facility will be considered a separate classification of business and taxed in accordance with the provisions of this Ordinance and the applicable classifications(s) of the shops, restaurants, and/or drinking places hereunder. The Occupation Taxes with Respect to any banquet and/or ballroom facilities of, or associated with, or located in or with, any such hotel or motel shall be determined in accordance with the square footage schedule above, based on the actual square footage of said facilities, which occupation taxes shall be additional to any other applicable occupation taxes such as restaurants or drinking places occupation taxes.

Mobile Food Vendors	\$100/year
Movie theatres	\$150/complex and \$75/viewing room (Additional fees for Restaurants or Drinking Places if applicable)
Music, Vending, & Pinball Machines	\$ 20/year/machine +Service
Provider Fee of &75.00 for business outside the City that provides machines for local businesses	
Nurseries, greenhouses, landscaping businesses, and tree trimmers	\$75

Nursing homes, assisted living, hospitals and retirement homes	\$5 per bed	
Pawnbrokers evidenced by a pawnbroker card or ledger entry per Neb. Rev. Stat. Section 69-204. Minimum of \$30/year	\$1.00/pawnbroker transaction	
Professional services – engineers, architects, physicians, dentists, chiropractors, osteopaths, accountants, photographers, auctioneers, veterinarians, attorneys, real estate offices and insurance agents or brokers - \$75 plus \$10 per agent or professional over one (1)		
Recreation businesses – indoor and outdoor	\$100	
Restaurants and Drinking Places,	Effective March 1, 2023 – Occupation tax of 1% of gross receipts pursuant to Municipal Code Sections 113.40 through 113.46	
Retail, Manufacturing, Wholesale, Warehousing and Other – Any person or entity engaged primarily in a manufacturing, wholesale, and/or warehousing business shall pay an Occupation Tax based on the schedule below and the actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; and any person or entity engaged in a business of making retail sales of groceries, clothing, hardware, notions, furniture, home furnishings, services, paint, drugs, or recreational equipment, and any other person or entity engaged in a business for which an Occupation Tax is not specifically provided elsewhere in this Ordinance, shall pay an Occupation Tax based on the schedule below and actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; provided, however, that persons or entities that use a basement or one or more additional floors in addition to the main floor (the main floor being the floor with the greatest total square footage) in the conduct of one or more specified businesses of sales at retail shall determine square footage for purposes of the Occupation Tax imposed hereunder based on the square footage of the entire main floor plus one-half (1/2) of the square footage of all such basement and additional floors.		
0	999 sq. ft.	\$ 50
1,000	2,999 sq. ft.	\$ 65
3,000	4,999 sq. ft.	\$ 80
5,000	7,999 sq. ft.	\$ 120
8,000	9,999 sq. ft.	\$ 150
10,000	14,999 sq. ft.	\$ 200
15,000	24,999 sq. ft.	\$ 225
25,000	39,999 sq. ft.	\$ 300
40,000	59,999 sq. ft.	\$ 400
60,000	99,999 sq. ft.	\$ 500
100,000	and greater	\$ 750
Schools – trade schools, dance schools, music schools, nursery school or any type of school operated for profit	\$ 50	
Service providers, such as persons, firms partnerships or corporations delivering any product, good or service whatsoever in nature within the City	\$ 75	
Service stations selling oils, supplies, accessories for service at retail	\$ 75 + \$25.00 for attached car wash	
Short-Term Rentals—short-term rental owner or operators, listing companies, brokers, agents, or others acting on behalf of short-term rental owners in La Vista	5% of gross receipts from room or property rentals.	
Telephone Companies (includes land lines, wireless, cellular, and mobile)	5% of gross receipts	
Telephone Surcharge - 911	\$1.00 per line per month	

Tobacco License	\$ 15 (based on State Statute)
Tow Truck Companies	\$ 75
Late Fee (Up to 60 days)	\$ 35
Late Fee (60-90 days)	\$ 75
Late Fee (over 90 days)	Double Occupation tax or \$100, whichever is greater

CONVENIENCE FEES

Restaurant & Drinking Places Occupation Tax, Hotel Occupation Tax, and General Business Occupation Tax Payments through online portal Credit Cards, Debit Cards, & Digital Wallet	2.5% of transaction + \$0.30
E-Checks	\$1.50 for transactions ≤ \$60,000

All Other Payments

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

OTHER FEES

Barricades	
Deposit Fee (returnable)	\$ 60/barricade
Block Parties/Special Event	\$ 5/barricade per day
Construction Use	\$30 ea. (7 days maximum)
Blasting Permit	\$1,000
Bucket Truck Rental w/operator	\$150 per hour
Charging Station Fees	
Standard Charge Station	\$2/hr. – First 6 hours \$0.33/min. after 6 hours
Rapid Charge Station	\$5/hr. – First 2 hours \$.033/min. after 2 hours
Community Garden Plot Rental	\$20 annually
Conflict Monitor Testing	\$200
Cat License Fee (per cat – limit 3)	\$12 each if spayed/neutered \$25 each if not spayed/neutered
Late Fee	\$10 each if spayed/neutered \$20 each if not spayed/neutered
Late Fee	
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog License Fee (per dog – limit 3)	\$12 each if spayed/neutered \$ 25 each if not spayed/neutered
Late Fee	\$10 each if spayed/neutered \$20 each if not spayed/neutered
Late Fee	
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog/Cat License Handling Fee (in addition to above fees)	\$5
Dog or Cat License Replacement if Lost	\$6
Dog or Cat Capture and Confinement Fee	\$10 + Boarding Costs
MAXIMUM OF 4 DOGS AND/OR CATS WITH NO MORE THAN 3 OF EITHER SPECIES	

Election Filing Fee	1% of Annual Position Salary
Fireworks Sales Permit (Non-Profits)	\$2,000
Handicap Parking Permit Application Fee State	\$ Currently Not Charging Per State
Natural Gas Franchisee Rate Filing Fee (For rate changes not associated w/the cost of purchased gas.)	Per Agreement
Open Burning Permit	\$ 10
Parking Permit Fees:	
Monthly Parking – Covered Stall	\$50/Month per permit
Monthly Parking – Uncovered Stall	\$25/Month per permit
Monthly Parking – Business Reserved	\$100/Month per permit
Off-Street Parking – Parking Structure No. 1	3 hours free (\$0), after which \$1.00/hr. up to \$10/day (Parking Day runs 6a.m. – 6a.m.)
Off-Street Parking – Parking Structure No. 2	\$1.00/hour up to \$10/day (Parking Day runs 6a.m.- 6a.m.)
On-Street Parking – free (\$0) with three (3) hour limit	
Event Parking	\$5.00
Rental Fee - Parking Garage No. 2	\$500 – Daytime Event (Ending by 6:00 p.m.) \$1,000 – Evening Event (Starting at/after 6:30 p.m.)
Parking Ticket Fees	
If paid within 7 days of violation date	\$ 20 (\$5 + \$15 admin fee)
If paid after 7 days of violation date but within 30 days	\$ 25 (\$10 + \$15 admin fee)
If paid after 30 days of violation date	\$ 35 (\$20 + \$15 admin fee)
Pawnbroker Permit Fees:	
Initial	\$ 150
Annual Renewal	\$ 100
Pet Store License	\$ 50 (In addition to Occ. License)
Public Assembly Permit (requires application and approval)	\$ 00
Returned Check Fee (NSF)	\$ 35
Storage of Explosive Materials Permit	\$ 100
Towing/Impound Fee	\$ 30
Trash Hauling Permit Performance Bond	\$ 25/yr./truck + \$25,000
<u>PUBLIC RECORDS</u>	
Request for Records	\$15.00/Half Hour (after first 4 hours) + Copy Costs* (May be subject to deposit)
Audio Tapes	\$5.00 per tape
Video Tapes or CD/DVD	\$10.00 per tape/CD
*Copy costs shall be established by the Finance Director	
Unified Development Ordinance	\$100
Comprehensive Plan	\$ 50
Zoning Map	\$5 11"x17" \$10 12"x36"

	\$30 36"x120"
Zoning Ordinance w/Map	\$ 30
Subdivision Regulations	\$ 30
Future Land Use Map	\$5 11"x17" \$10 12"x36" \$30 36"x120"
Ward Map	\$ 2
Fire Report	\$ 5
Police Report	\$ 5
Police Photos (Digital)	\$10/CD
Criminal history	\$10

FALSE AND NUISANCE ALARMS

Registration Fee for Alarm System (not to include single family or duplexes)	\$25
Renewal Fee for Alarm System (not to include single family or duplexes)	\$25
Late Registration Charge	\$35

False Alarm Fee for any false alarm generated by the registrant’s alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	No Charge
3	\$100.00
4 or more	\$250.00

False Alarm Fee for Alarm Systems without Registration - \$250 per alarm after 1st alarm (not to include single family or duplexes)

RESCUE SQUAD FEES

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

LIBRARY FEES

Membership (Non-Resident Family)	6 month	\$ 35.00
	1 year	\$ 60.00
	1 month	\$ 7.00
Administrative fee – SID interlocal		\$100.00 annually
Fax		\$2.00 up to 5 pages

~~**Fines/Overdue Fees**~~

Books, <u>Kits, Periodicals</u>	\$.05/day
Audio Books/Board Games/CDs	\$.10/day
<u>DVDs/ Cake Pans/Telescope/Puzzles</u>	\$
1.00/day	
<u>Overdue area membership cards</u>	\$ 5.00/day
Playaway device/<u>DVDs</u>	\$ 1.00/day

Board Game, <u>Puzzle</u> not returned to Circulation Desk	\$5.00
Damaged & Lost items	\$5.00 processing fee + actual cost
Color Copies	\$.50
Copies	\$.10
PLA filament	\$.10/gram

Inter-Library Loan			\$3.00/transaction
Lamination – 18” Machine			\$2.00 per foot
Lamination – 40” Machine			\$6.00 per foot
Children's Mini-Camp			\$15.00
Seasonal/Special Workshops			\$15.00
Makerspace Fees			
3D Printer			\$.10/gram
Laser Cutter			
1/8 inch	8x12		\$.50
1/8 inch	12x12		\$ 1.00
1/8 inch	12x16		\$ 1.25
1/4 inch	8x12		\$.75
1/4 inch	12x12		\$ 1.10
1/4 inch	12x16		\$ 1.50
Glassware			\$ 1.50
Cork Coaster			\$.35
White Chipboard Coasters			\$.35
Glass trivets/cutting boards			\$ 1.50
Small Bevel Mirrors			\$ 1.50
Heat Press & Mug Press			
Sublimation paper			\$ 1.00/sheet
Mugs			\$ 2.00
Ceramic Tiles			\$ 1.00
Bags			\$.75
Button Maker			
Pins (3 part)			\$.35
Magnets			\$.35
Bottle openers			\$.35
Mylar rings			\$.10

RECREATION FEES

Refund Policy (posted at the Community Center)	\$10.00 administrative fee on all approved refunds
Late Registration Fee	\$10.00
(*La Vista Employee will receive Resident Rate)	

	<u>Resident*</u>	<u>Non-Resident</u>	<u>Business Groups</u>	<u>Non-Profit</u>
Clubhouse	\$ 75/Hour	\$ 100/Hour	\$ 150/Hour	\$ 60/Hour
	\$ 450/Full Day	\$ 500/Full Day	\$ 550/Full Day	\$ 425/Full Day
Deposit (Refundable)	\$ 100	\$ 100	\$ 100	\$ 100

Community Center

	<u>Resident*</u>	<u>Non-Resident</u>	<u>Business Groups</u>	<u>Non-Profit</u>
Facility Rental				
Gym (1/2 Gym)	\$ 40/Hour	\$ 80/Hour	\$ 100/Hour	\$ 38/Hour
Gym (Full)	\$ 75/Hour	\$ 80/Hour	\$160/Hour	\$175/Hour
Whole Community Center	\$1000/Day	\$1500/Day	\$2000/Day	\$ 800/Day
	\$500/Half Day	\$750/Half Day	\$1000/Half Day	\$400/Half Day
Game Room	\$ 22/Hour	\$ 44/Hour	\$ 44/Hour	\$ 22/Hour
Meeting Rooms (Rental)	\$ 15/Hour/Room	\$ 25/Hour/Room	\$ 30/Hour	\$ 12/Hour/Room
Kitchen (Rental)	\$ 21/Hour	\$ 30/Hour	\$ 35/Hour	\$ 19/Hour
Deposit (Refundable)	\$ 100/Whole Day Rental	\$ 100/Whole Day Rental	\$ 100/Whole Day Rental	\$ 100/Whole Day Rental

	<u>Resident*</u>	<u>Non-Resident</u>	<u>Business Groups</u>	<u>Non-Profit</u>
Pickleball Court	\$7/hour	\$10/hour	\$10/hour	\$ 7/Hour
Racquetball/ Wallyball Court	\$ 7/Hour	\$ 10/Hour	\$ 10/Hour	\$ 7/Hour
Stage (Rental)	\$ 12/Hour	\$ 22/Hour	\$ 27/Hour	\$ 12Hour

Facility Usage (Fitness Room, Gym, Drop-In, Programs, Open Gym)

	<u>Resident</u>	<u>Non-Resident</u>
Daily Visit (19 and up)	\$ 3.00	\$ 4.00
Daily Visit (Seniors 55+)	\$ -0-	\$ 2.00
	<u>Resident</u>	<u>Non-Resident</u>
Membership Card	\$30.00/month	\$35/month
Daily Visit (18+ younger)	\$ -0-	\$ -0-
Daily Visit (Employee/ Employee Child/Spouse)	\$ -0-	\$ -0-
Membership (55+)	\$ -0-/Month	\$20/Month

Variety of programs as determined by the Recreation Director

Fees determined by cost of program Classes

	<u>Contractor</u>	<u>City</u>
	75%	25%

Contract Instructor Does Registration and Collects Fees

Fields		Non-Profit
Tournament Fees	\$ 30/Team/Tournament	\$
10/Team/Tournament		
Tournament Field Fees		
20/Field/Day	\$ 50/Field/Day	\$ 20/Field/Day
Field Rentals (Resident and Non Resident)	\$ 40 / 2 Hours	\$ 30/2 hours
Gate/Admission Fee	10% of Gross	0% gross

The Link

Base Rental Fee Entire Facility	\$1,000
User supplies operating staff and is responsible for all cleaning and trash removal.	

Parks

Open Green Space	\$100/Event	
<u>Resident*</u>	<u>Non-Resident</u>	<u>Business</u>
		<u>Non-Profit</u>

Park Shelters	\$15/3 hours	\$25/3 hours	\$ 30/3 Hours	\$ 12/3 Hours
---------------	--------------	--------------	---------------	---------------

Swimming Pool	<u>Resident*</u>	<u>Non-Resident</u>
Youth Daily	\$ 2	\$ 4
Adult Daily	\$ 3	\$ 4
Resident Tag	\$ 2	
Family Season Pass	\$105	\$165
Youth Season Pass	\$ 65	\$ 95
Adult Season Pass	\$ 75	\$105

30-Day Pass	\$ 55	\$ 85
Season Pass (Day Care)	\$275	\$275
Swim Lessons	\$ 30	\$ 55

*Swimming Pool memberships and specials prices shall be established by the Finance Director

Youth Recreation Programs	<u>Resident*</u>	<u>Non-Resident</u>
Coed T-Ball Ages 5-6	\$ 45/55	\$60/70
Softball/Baseball Ages 7-8	\$ 50/60	\$65/75
Softball/Baseball Ages 9-10	\$ 65/75	\$85/95
Softball/Baseball Ages 11-12	\$ 75/85	\$105/115
Softball/Baseball Ages 13-14	\$ 85/95	\$105/115
Softball/Baseball Age 15-18	\$110/120	\$140/150
Basketball Clinic	\$ 17/27	\$22/32
Basketball Grades 3-8	\$ 55/65	\$65/75
Soccer Academy	\$ 33/43	\$53/63
Flag Football	\$ 33/43	\$53/63
Volleyball	\$ 55/65	\$65/75
3 yr. old Soccer Clinic	\$17/27	\$22/33

Adult Recreation Programs – Per Team

Adult Volleyball– Spring	\$ 60
Adult Spring Softball – Single	\$215
Adult Spring Softball – Double	\$420
Adult Volleyball – Fall/Winter	\$120
Adult Fall Softball – Single	\$120
Adult Fall Softball – Double	\$235
Senior Spring Softball	\$15 per game per team
Senior Fall Softball	\$17 per game per team

Special Services Van Fees

Zone 1 Trip within city limits (La Vista & Ralston)	\$1.00 one way
Includes trips to grocery stores and senior center	
Zone 2 Trip outside city limits	\$3.00 one way
Zone 3 Trip outside city limits	\$10.00 one way
Bus pass (each punch is worth \$1.00)	\$30.00

Section 2. Sewer Fee Schedule.

§3-103 Municipal Sewer Department; Rates.

- A. Levy of Sewer Service Charges. The following sewer service charges shall be levied against the user of premises, property or structures of every kind, nature and description, which has water service from any supply source and are located within the wastewater service area of the City of La Vista.
- B. Computation of Sewer Service Charges. For the months of December, January, February and March, the monthly charge for residential sewer services will be computed on the actual water used for these months. The monthly charge for residential sewer service in the months of April, May, June, July, August, September, October and November will be computed on the average water usage of the four (4) preceding winter months of December, January, February and March or for such portion of said consumption, whichever is the lesser. At the option of the City of La Vista, water used from private wells shall be either metered or estimated for billing purposes.
- C. Amount of Sewer Service Charges. The total sewer service charge for each sewer service user will be the sum of three (3) charges: (1) customer charge, (2) flow charge, and (3) abnormal charge.
- The customer charge is as follows
 - For sewer service users classified as Residential, the same being sewer service to a single family dwelling, or a duplex, apartment, or other multi-family dwelling (e.g. apartments) wherein each dwelling unit has a separate water meter that is read and charged for water and sewer use by the Metropolitan Utilities District - \$13.36 per month.
 - For sewer service users classified as Residential-Multi-Family, the same being sewer service to Multi-Family dwellings (e.g. apartments) wherein there is only a separate water meter to each building or complex that is read and charged for water and sewer use by the Metropolitan Utilities District - \$14.33 per month.
 - For sewer service users classified as General Commercial: Customers who normally use less than 100,000 cubic feet of water per month and who are not Residential users or Residential-Multi-Family users - \$14.33 per month. For sewer service users in this category that require manual billing, add \$10.00 for a total of \$24.33. The manual billing of the customer charge will come from the City of La Vista instead of the Metropolitan Utilities District.
 - The flow charge for all sewer service users shall be \$4.89 per hundred cubic feet (ccf).
 - If users have abnormal strength sewage as determined by the terms of the Wastewater Service Agreement between the City of La Vista and the City of

- Omaha, then additional charges will be billed to the user at the applicable rates as determined by said Agreement.
4. If users other than those classified herein are connected to the wastewater collection system, the Customer Charges, the Flow Charges and Other Charges will be determined by the City Council in accordance with rules and regulations of the EPA and the Agreement between the City of La Vista and the City of Omaha.

Section 3. Sewer/Drainage Connection Fee Schedule. A fee shall be paid to the City Treasurer as set forth in this section for each structure or tract to be connected to the sewer system of the City. No connection permit or building permit shall be issued until the following connection fees have been paid.

	Effective 1/1/2025	Effective 2/1/2026
Residential		
Single Family Dwelling	\$1,482	\$1,534
Duplex	\$1,482/unit	\$1,482/unit
Multiple Family	\$ 1,156/unit	\$1,197/unit
Commercial/Industrial	\$8,049/acre of land as platted	\$8,331/acre of land as platted
Park/Common Area (incl. Athletic Fields)	\$450/AC of land as platted	\$466/acre of land as platted

The fee for commercial (including industrial) shall be computed on the number of acres within each platted lot or tract, irrespective of the number of structures to be constructed thereon.

The applicable fee shall be paid in respect to each lot or building site as a condition of City's issuance of any building or sewer connection permit.

- A. Changes in Use. If the use of a lot changes subsequent to payment of the fee, which different use would require payment of a fee greater than that payable in respect to the use for which the fee was originally paid, the difference in fee shall be paid to the City at time of such change in use.
- B. Existing Structures. Structures for which sewer connection and building permits have been issued, and all permit fees in respect thereto paid, prior to the effective date hereof shall be exempt from the fees herein imposed.
- C. Preconnection Payments. Where preconnection payment charges for a subdivision or portion thereof have been paid to City at time of subdivision of a tract pursuant to agreement between the City and the developer and the sanitary and improvement district, if any, financing improvements of the subdivision, the preconnection payment so made shall be credited by City to the sewer/drainage fees payable at time of connection of the individual properties to the sewer/drainage systems of the City.
- D. Sewer Tap and Inspection and Sewer Service Fees. The fees imposed by Section 3 hereof are in addition to and not in lieu of (1) sewer tap and inspection fees payable pursuant to Section 3-122 of the La Vista Municipal Code and listed herein and (2) sewer service charges imposed by Section 2 hereof.

Section 4. Sewer Inspection Charges Established for Installation. Inspection charges for nonresidential property sewer installation shall be:

Sewer Tap Fee (Inspection Fee)	
Service Line w/inside diameter of 4"	\$400
Service Line w/inside diameter of 6"	\$600
Service Line w/inside diameter of 8"	\$700
Service Line w/inside diameter over 8"	Special permission/set by Council

Section 5. Miscellaneous Sewer Related Fees: Miscellaneous sewer related fees shall be:

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

Section 6. Repeal of Ordinance No. 1519. Ordinance No. 1519 as originally approved on March 19, 2024 and all ordinances in conflict herewith are hereby repealed.

Section 7. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 8. Effective Date. This Ordinance shall take effect from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that:

(1) Pawnbroker occupation taxes of Section 1 shall be effective April 1, 2003. Pawnbroker occupations taxes shall be payable on a monthly basis no later than the last day of the calendar month immediately following the month in which the subject pawnbroker transactions occur. For example, the occupation tax on pawnbroker transactions for the month of April 2003 shall be due and payable on or before May 31, 2003.

(2) Pawnbroker permit fees shall be effective January 1, 2004. Annual pawnbroker permit fees shall be due and payable annually on or before January 1. Initial pawnbroker permit fees shall be due and payable on or before the date that the pawnbroker license is issued. Issuance of renewal of pawnbroker permits shall be subject to payment of applicable permit fees.

(3) Rental Inspection Program License fees shall be effective January 1, 2011

(4) The remaining provisions of this Ordinance other than those specified in Sections 8(1), 8(2) and 8(3) shall take effect upon publication, unless a different effective date is otherwise expressly provided in this Ordinance.

PASSED AND APPROVED THIS ~~3RD DAY OF SEPTEMBER~~¹⁵ DAY OF OCTOBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 15, 2024 AGENDA**

Subject:	Type:	Submitted By:
MUNICIPALITY FINANCIAL AGREEMENT – HARRISON STREET BRIDGE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to approve a Municipality Financial Agreement with the Nebraska Department of Transportation (NDOT) for the cost share associated with the city maintained portions of the Harrison Street bridge over I-80 for preliminary engineering, construction costs, and construction engineering associated with the Harrison Street Bridge project in an amount estimated to be \$276,000.

FISCAL IMPACT

The FY25/FY26 Biennial Budget provides funding for this project.

RECOMMENDATION

Approval.

BACKGROUND

As part of the NDOT– I-80 Westbound, Q Street to Giles Road, the State intends to improve the bridge deck of the Harrison Street Bridge over I-80 via a membrane/overlay paving system that will slightly increase the elevation of the bridge deck, which will require modification to the transition segments in the bridge approaches. The bridge between the abutments is the sole responsibility of the State, however the maintenance of the approaches and guardrail are the responsibility of the City. Per this agreement, the City would be responsible for 50% of the costs of the deck expansion joints above the abutments, and 100% of the cost of the approach segments and approach guardrails.

As the overall Interstate project is a heavy highway and bridging project with many facets similar to the scope of work of this proposed bridge work, the intent of bidding this work with the I-80 westbound auxiliary lane construction is to maximize efficiencies by utilizing economies of scale and reducing costs associated with contractor mobilization. Replacement of the guardrail end treatments will also bring the guardrail into compliance with current standards.

NDOT is anticipating the project to begin in early 2025 and be completed in late 2025.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A MUNICIPALITY FINANCIAL AGREEMENT WITH THE NEBRASKA DEPARTMENT OF TRANSPORTATION RELATED TO THE HARRISON STREET BRIDGE IMPROVEMENTS IN AN AMOUNT ESTIMATED TO BE \$276,000.00.

WHEREAS, the State intends to improve a portion of Harrison Street over I-80 as part of the State Project Number NH-MTIS-80-9(202), I-80 Westbound, Q Street to Giles Road;

WHEREAS, the improvements within said bridge approach sections are the responsibility of the City of La Vista;

WHEREAS, by entering into agreement with the State for the improvements, the City and State can realize design and construction efficiencies associated with including this work within the I-80 Westbound, Q Street to Giles Road project;

WHEREAS, the FY25/FY26 Biennial Budget provides funding related to the improvement of said bridge approaches.

WHEREAS, the project is within the Corporate Limits of the City of La Vista;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, that Municipality Financial Agreement with the Nebraska Department of Transportation for the cost share specific to the City's responsibility for the design and construction of the Harrison Street Bridge Improvements over Interstate 80.

PASSED AND APPROVED THIS 15TH DAY OF OCTOBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

MUNICIPALITY FINANCIAL AGREEMENT
STATE PROJECTS

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
CITY OF LA VISTA
PROJECT NO. NH-MTIS-80-9(202)
CONTROL NO. 22853
Project Location – I-80 WB, Q ST – GILES RD

THIS AGREEMENT is between City of La Vista, a municipal corporation of the State of Nebraska ("Municipality"), and State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, State intends to improve a portion of Harrison Street over I-80 at the location as shown on Exhibit "A"; and

WHEREAS, the improvement is located within the designated urban area of La Vista, Nebraska, and funds administered by State will be made available for the construction of this project; and

WHEREAS, the City Council has authorized the Mayor to execute this Agreement, as evidenced by the Resolution of City Council dated the _____ day of _____, 20____, attached as Exhibit "C", and incorporated herein by this reference; and

WHEREAS, this Agreement is related to the portion of the project on Harrison Street located within Municipality's corporate limits; and

WHEREAS, Parties intend that this Agreement describe certain roles and responsibilities applicable to this project; and

WHEREAS, upon State's acceptance of the project, Municipality will be solely responsible for the maintenance, repair and replacement, when necessary, of any curb ramps and drainage facilities along the project, in accordance with Neb. Rev. Stat. § 39-2105 and § 39-1339, including, but not limited to, subsection § 39-1339(4); and

WHEREAS, Municipality agrees that State-incurred preliminary engineering costs will be reimbursed by the Municipality using the participation formulas described elsewhere in this

Agreement. Municipality will reimburse State for Municipality's share of preliminary engineering costs incurred to date and future costs; and

WHEREAS, concerning Municipality's share of the project costs, Federal Regulations provide that Municipality shall not profit or otherwise gain from special assessments that exceed Municipality's share of project costs; and

WHEREAS, the project work within the corporate limits is described below in Section 2.

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

SECTION 1. DURATION OF THE AGREEMENT

- 1.1 Effective Date** - This Agreement is effective immediately on the date it is fully executed by the Parties.
- 1.2 Renewal, Extension or Amendment** - This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 1.3 Identifying Date** - For convenience, this Agreement's identifying date will be the date the State signed the Agreement.
- 1.4 Duration** - This Agreement will remain in full force and effect for future responsibilities of Municipality described herein, such as for parking, encroachments and maintenance, unless such responsibilities have been rescinded by State. State will treat the remainder of this Agreement as inactive upon the happening of either (1) the waiver of an audit review, or (2) the final completion of an audit review by the State or its authorized representative and the resolution of all issues identified in the audit report.
- 1.5 Termination** - Further, State reserves the right to terminate the Agreement as provided herein.

SECTION 2. DESCRIPTION OF THE WORK WITHIN THE CORPORATE LIMITS

- 2.1** The Parties agree State will develop plans and specifications and cause the project to be constructed at the location shown on Exhibits "A" and "B", attached and incorporated herein by this reference, and in accordance with plans and specifications and the provisions of this Agreement. Generally, the improvements to be constructed within the corporate limits include the following:

- 2.1.1 Partial depth deck and approach repairs, three inch asphaltic concrete with cold liquid applied membrane, paint all girders, slope protection concrete and extend deck drains onto abutment slope protection, replace expansion joints, and a three inch grade raise.

SECTION 3. STATE RESPONSIBILITIES

State shall:

- 3.1 Prepare at its sole discretion, plans and specifications for State's proposed subject project. State will coordinate the development of the plans and specifications with Municipality. State has sole authority to modify the plans or specifications as necessary to complete the proposed improvements.
- 3.2 Acquire all property rights for Right of Way (ROW) for the project that will not be acquired by Municipality.
- 3.3 Advertise and conduct a letting and receive bids on the proposed improvement. State has the sole authority to determine, and award the contract to, the lowest responsible bidder. State shall sign the construction contract.
- 3.4 Supervise and cause completion of the construction of the improvement as shown in the construction contract documents and modifications thereto. State has sole authority to execute any contractor change orders-supplemental agreements required for construction of the project within Municipality's corporate limit. State will notify the Municipality of any contractor change orders-supplemental agreements that increase Municipality's cost.
- 3.5 Reimburse, when applicable, Municipality for the non-betterment relocation of municipally owned utility facilities as provided in SECTION 10. UTILITY RELOCATION WORK.

SECTION 4. MUNICIPALITY RESPONSIBILITIES

Municipality shall, with respect to the portion of the project within its corporate limits, and at no cost to State:

- 4.1 Regulate, to the extent Municipality has authority to do so, all future development and use of property adjoining the public ROW as described in SECTION 6. MUNICIPALITY'S DUTIES AND RIGHTS REGARDING RIGHT OF WAY.
- 4.2 Require that all future entrances from private property to the highway ROW within the

limits of this project receive approval of the Director-State Engineer, Department of Transportation or authorized representative, pursuant to Neb. Rev. Stat. § 39-1332 prior to Municipality approval or Municipality issuing a building permit for the site.

- 4.3 Cause the removal of all advertising signs from the existing highway ROW. Municipality also agrees to cause the removal from the existing highway ROW of other privately owned encroachments, facilities, objects, structures, or things, and to keep the existing and new highway ROW free of future encroachments, facilities, objects, structures, or things, except those authorized by permit from Municipality and approved by State and Federal Highway Administration.
- 4.4 Comply with, for project work performed by Municipality, the provisions of the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §§ 48-1101 - 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27, as set forth in the SECTION 17. TITLE VI NONDISCRIMINATION CLAUSES.
- 4.5 Perform the present and future duties assigned to Municipality under this Agreement at its sole cost except when costs are specifically reimbursable under this Agreement.
- 4.6 Obtain approval of State, with Federal Highway Administration concurrence, prior to making or causing changes in the roadway geometrics, either during project construction or after the project is completed. Changes that require prior approval include but are not limited to: access control, driveways, median breaks, parking restrictions or any other traffic control items.
- 4.7 Amend ordinances, as necessary, to establish pavement or ground elevations shown in the plans when proposed construction involves a change in elevations established by a pre-existing ordinance.
- 4.8 If the Municipality procures consultant services for preliminary engineering and construction engineering for non-betterment rehabilitation of municipally owned and operated utilities by the Municipality, the Municipality agrees to comply with Chapter 4 of the "Nebraska Department of Transportation LPA Guidelines Manual for Federal-Aid Projects".
- 4.9 Upon State's acceptance of the project, Municipality will be solely responsible for the maintenance, repair and replacement, when necessary, of any curb ramps and storm drainage facilities along the project, in accordance with Neb. Rev. Stat. § 39-2105 and

§ 39-1339, including, but not limited to, subsection § 39-1339(4).

SECTION 5. CONSTRUCTION SCHEDULE

State will determine the construction schedule for this project

SECTION 6. MUNICIPALITY'S DUTIES AND RIGHTS REGARDING RIGHT OF WAY

- 6.1 Encroachments: Municipality and State will cooperate to cause the removal of encroachments from public ROW, or correction or alteration in the public ROW, as necessary for the construction of the aforesaid project.
- 6.2 Adjacent Development: Municipality understands that State highway ROW shall be held inviolate for State highway purposes pursuant to Neb. Rev. Stat. § 39-1359, and no physical or functional encroachments, structures, or uses shall be permitted within such right-of-way limits, except by written consent of State. Municipality will regulate, to the fullest extent allowed by law, the private or non-transportation related public development of property adjoining the public ROW, to prevent future encroachment or uses of the public ROW, except by written consent of State. Municipality shall not issue a building permit for an adjacent property which requires work on the State highway right of way unless State has given advanced written approval of the proposed plans.
- 6.3 Special Assessments: Municipality shall not use special assessments to defray Municipality's costs under this Agreement unless Municipality has received, in advance, written consent from State's Right of Way Division Manager.

SECTION 7. ROADWAY LIGHTING SYSTEM

- 7.1 Ownership: The project roadway lighting system is the property of State.
- 7.2 Electrical Energy: Municipality shall, without any cost to State, provide and pay for the electrical energy for all the luminaires of the roadway lighting system which may be constructed as a part of this project, including the electrical energy which may be required during the construction period of the project for lamp stabilization, luminaire adjustment, and system testing. Municipality shall provide electrical energy to maintain a uniform and constant light level for dusk-to-dawn lighting.
- 7.3 Repair and Maintenance Responsibilities: Municipality shall be responsible for the inspection, maintenance, and repair of the roadway lighting system, at Municipality's

cost. Municipality's duties shall include, but are not limited to, the following:

- repair or replacement of all defective and burned out lamps;
- routine cleaning of luminaires; and
- repair or replacement of any part of the roadway lighting system.

7.4 Right to Recoup Costs: Municipality shall be responsible for collecting from the responsible party all Municipality's costs for repairing damage to the lighting system.

7.5 Specifications and Standards: Municipality agrees that repair or replacement parts furnished by Municipality in the maintenance or repair of the roadway lighting system shall comply with State specifications and standards.

7.6 Modifications: Municipality shall not make, or allow to be made, modifications to the roadway lighting systems without the written consent of State.

SECTION 8. TRAFFIC SIGNAL EQUIPMENT

This section has intentionally been left blank

SECTION 9. PERMISSION TO USE STATE RIGHT OF WAY

This section has intentionally been left blank

SECTION 10. UTILITY RELOCATION WORK

10.1 Overview

The Parties understand that existing Municipality and non-Municipality owned utility facilities may conflict with State's project. State will enter into a separate agreement(s) to establish the roles, duties, and financial responsibilities for the necessary relocation of utility facilities.

10.2 State Highway Right-of-Way

Municipality shall obtain a permit from State for utility relocation work that occupies State Highway ROW.

SECTION 11. MUNICIPALITY'S FINANCIAL RESPONSIBILITIES

The work Municipality will share in is shown in Exhibit "B", attached and incorporated herein by this reference. Municipality's cost of this project will be as follows:

- 100% of Grading outside of the abutment
- 100% of Concrete Paving outside of the abutment

- 100% of Seeding outside of the abutment
- 100% of Polymer Concrete Bridge Approach Repair
- 100% of Guardrail outside of the abutment
- 50% expansion joints within city street for each bridge

State's preliminary estimate of Municipality's cost is \$276,000, but Municipality's actual cost is likely to be greater than the preliminary estimate as the details of design are further developed. Costs include those incurred to date and future costs. Municipality shall bear its own costs performing its duties under this Agreement.

11.3 Calculation of Municipality costs: A breakdown of Municipality's project cost is as follows:

11.3.1 Preliminary Engineering. Divide the Municipality's construction cost, as calculated in 11.3.2, by the project's total construction cost and multiply the result by project's total preliminary engineering cost. Municipality's share for preliminary engineering is estimated to be \$13,000. Preliminary Engineering costs may include, but are not limited to, the following activities: planning, surveying, engineering and design, traffic counts and study, public involvement and engagement, material reproduction, printing and travel related costs associated with the project.

11.3.2 Municipality's Construction Cost. The actual cost of construction for work within the corporate limits is calculated by multiplying unit prices by final quantities for work within the corporate limits. Unit prices and final quantities may be different than bid prices and estimated quantities as a result of field measurement and the contractor change order-supplemental agreement process. Municipality's share for construction is estimated to be \$250,000.

11.3.3 Construction Engineering. Divide the Municipality's construction cost, as calculated in 11.3.2, by the project's total construction cost and multiply the result by project's total construction engineering cost. The Municipality's share for construction engineering is estimated to be \$13,000.

11.4 Payment by Municipality: Upon award of the construction contract, State will invoice the Municipality for Municipality's cost share of preliminary engineering, construction, and construction engineering. The estimated letting date is (award of construction contract) January 16, 2025. The Municipality shall pay State within 30 calendar days of

receipt of invoice from State. The final settlement between State and the Municipality will be made following final audits and when the final costs have been determined by State.

SECTION 12. PROJECT TEMPORARY TRAFFIC CONTROL

- 12.1 All temporary traffic control devices will conform to the latest approved edition of the Manual on Uniform Traffic Control Devices and Nebraska Supplements thereto.
- 12.2 If Municipality is to perform or contract for any work on the state highway within the project limits, Municipality will develop a traffic control plan related to that work. The plan will be provided to State's Project Manager for review and acceptance. Municipality will provide, operate and maintain Municipality's traffic control devices in accordance with its accepted traffic control plan.
- 12.3 Municipality's work must comply with all traffic safety regulations, including those prescribed in the latest approved edition of the Manual of Uniform Traffic Control Devices and the Nebraska Supplement thereto. Municipality shall use caution when working in State ROW.

SECTION 13. PLANS AND SPECIFICATIONS

The plans and specifications for this project will be on file in the Lincoln central headquarters office of the Nebraska Department of Transportation.

SECTION 14. PROJECT SCHEDULE ADJUSTMENTS AND TERMINATION

- 14.1 The planning, environmental, design and obtaining necessary funding for this project may be a complicated and time-consuming process. Project schedule adjustments should be expected.
- 14.2 State has the sole discretion to adjust the schedule in completing of the work in part or in whole and such action on its part will in no event be deemed a breach of this Agreement by State. State will provide Municipality with updates to the project schedule and, when Municipality is sharing in the project costs or has included additional work with State's project, State will discuss in detail adjustments made to the project schedule.
- 14.3 State has the sole discretion to terminate this Agreement for any reason, and such action on its part will in no event be deemed a breach of this Agreement by State. State

will provide written notification to Municipality of such termination.

SECTION 15. FAIR EMPLOYMENT PRACTICES ACT

Municipality agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. § 48-1101 through § 48-1126.

SECTION 16. DISADVANTAGED BUSINESS ENTERPRISES

- 16.1 Policy: Municipality and State further agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.
- 16.2 Disadvantaged Business Enterprises Obligation: Municipality and State further agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Municipality shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Municipality shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.
- Municipality acting as a sub-recipient of Federal-aid funds on this project agrees to adopt the Nebraska Disadvantaged Business Enterprise Unified Certification Program for the Federal-aid contracts Municipality executes on this project.
- Failure of Municipality to carry out the requirements set forth above on any work performed by Municipality shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the Agreement or contract by State or such remedy as State deems appropriate.

SECTION 17. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this Agreement, the Municipality, for itself, its assignees and successors in interest agrees as follows:

- 17.1 Compliance with Regulations: The Municipality shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted

programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

17.2 Nondiscrimination: The Municipality, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of race, color, sex, age, religion, disability or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Municipality shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

17.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the Municipality for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Municipality of the Municipality's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, age, religion, disability or national origin.

17.4 Information and Reports: The Municipality shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Municipality shall so certify to State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

17.5 Sanctions for Noncompliance: In the event of the Municipality's noncompliance with the nondiscrimination provisions of this Agreement, State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to:

- (a) Withholding of payments to the Municipality under this Agreement until the Municipality complies, and/or

(b) Cancellation, termination or suspension of this Agreement, in whole or in part.

17.6 Incorporation of Provisions: The Municipality shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Municipality shall take such action with respect to any subcontract or procurement as State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Municipality may request State to enter into such litigation to protect the interests of State, and in addition, the Municipality may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 18. ENTIRE AGREEMENT

This Agreement is the complete and exclusive statement of the arrangement between the Parties, and supersedes all proposals, oral or written, and all other communications between the Parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto. The terms of existing written agreements between the Parties remain in effect, unless expressly modified herein, or when the context of this Agreement clearly requires otherwise.

SECTION 19. SEVERABILITY

In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, terms, conditions, or covenant shall not be construed by the other party as a waiver or a subsequent breach of the same by the other party.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by Municipality this _____ day of _____, 20____

WITNESS:

CITY OF LA VISTA
signatory name

City Clerk

Mayor

EXECUTED by State this _____ day of _____, 20____

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Brandie Neemann, P.E.

Roadway Design Engineer

RECOMMENDED:
Tom Goodbarn, P.E.

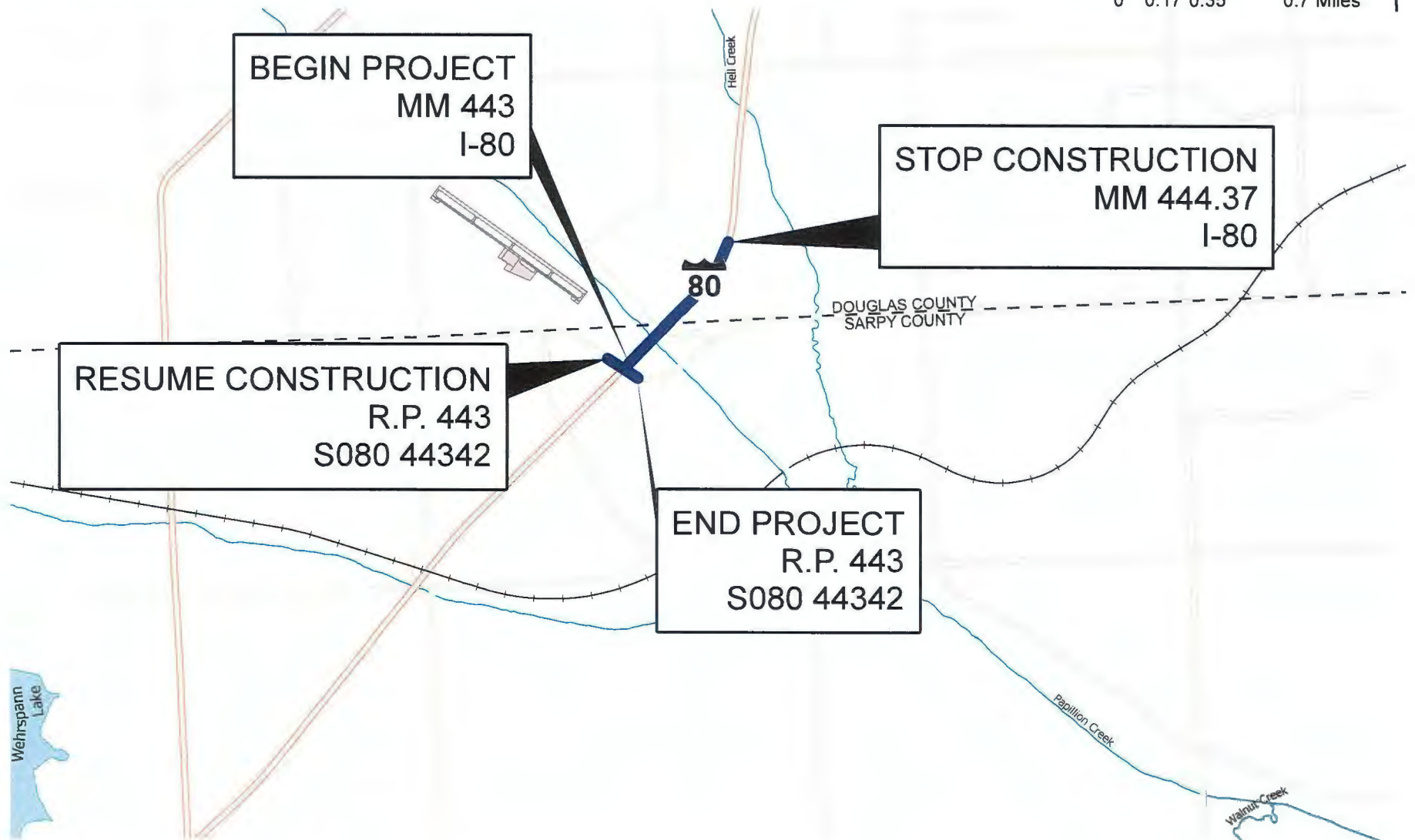
District 2 Engineer

Date

I-80 WB, Q St - Giles Rd NH-MTIS-80-9(202)

C.N. 22853

Douglas & Sarpy County



C.N. 22853
Douglas & Sarpy County
I-80 WB, Q St - Giles Rd NH-MTIS-80-9(202)



**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 15, 2024 AGENDA**

Subject:	Type:	Submitted By:
APPROVE PLANS AND SPECIFICATIONS SID 276 – PORTAL RIDGE BANK STABILIZATION NORTH & SOUTH	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to authorize approval of plans and specifications for the Portal Ridge Bank Stabilization North and South, designed by E&A Consulting Group Incorporated, SID 276 Engineer.

FISCAL IMPACT

The low bid of \$508,233.12 will be financed by SID #276 (Portal Ridge) along with the engineering, legal, and financing fees in addition to the construction costs, result in a total project cost of \$715,000.000. Portal Ridge is anticipated to be annexed in a 5 - 10 year timeline.

RECOMMENDATION

Approval of Plans and Specifications.

Approval of Contract Between SID 276 and General Excavating, LLC in the amount of \$508, 233.12

BACKGROUND

SID 276 Engineer E&A Consulting Group, has produced plans and specifications for channel bank stabilization along the Applewood Creek using steel sheet pile at (2) two locations, generally referred to as the North and South locations in the plans. Bids were taken on August 5th, 2024, to which seven (7) bids were received. The low bid for North and South portions of the project is from General Excavating, LLC of Lincoln, NE with a base bid of \$508,233.12.

The Subdivision Agreement provides for an administrative fee of 2% to be collected on the actual construction cost of public improvements. Fees are to be collected at the time of project acceptance by the SID.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE APPROVAL OF THE PLANS AND SPECIFICATIONS FOR THE PORTAL RIDGE BANK STABILIZATION NORTH AND SOUTH.

WHEREAS, Sanitary Improvement District No. 276 of Sarpy County ("District"), Portal Ridge and the City of La Vista ("City") entered into a Subdivision Agreement concerning public improvements within the zoning jurisdiction of the City ("Subdivision Agreement"); and

WHEREAS, District has presented to the City for approval of plans and specifications to construct certain improvements; and

WHEREAS, said plans and specifications were prepared by E & A Consulting Group and reviewed by the City Engineer who has certified to the City that said plans and specifications are in accordance with the Subdivision Agreement and all of the applicable ordinances, policies and regulations of the City and that improvements constructed pursuant to such plans will be adequate for their intended purpose; and

WHEREAS, The La Vista Public Works Department has been presented the plans for review.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska does hereby approve the plans and specifications for construction of the Portal Ridge Bank Stabilization North and South, copies of which have been filed with the City Clerk, approved by the City Engineer.

BE IT FURTHER RESOLVED, that the City Council does hereby approve the execution of a contract by the District for said improvements with General Excavation in the amount of \$508,233.12.

BE IT FURTHER RESOLVED, that the approval herein given is conditioned upon District, prior to its granting authorization of commencement of construction, shall meet the conditions stated above.

PASSED AND APPROVED THIS 15TH DAY OF OCTOBER 2024.

CITY OF LA VISTA

ATTEST:

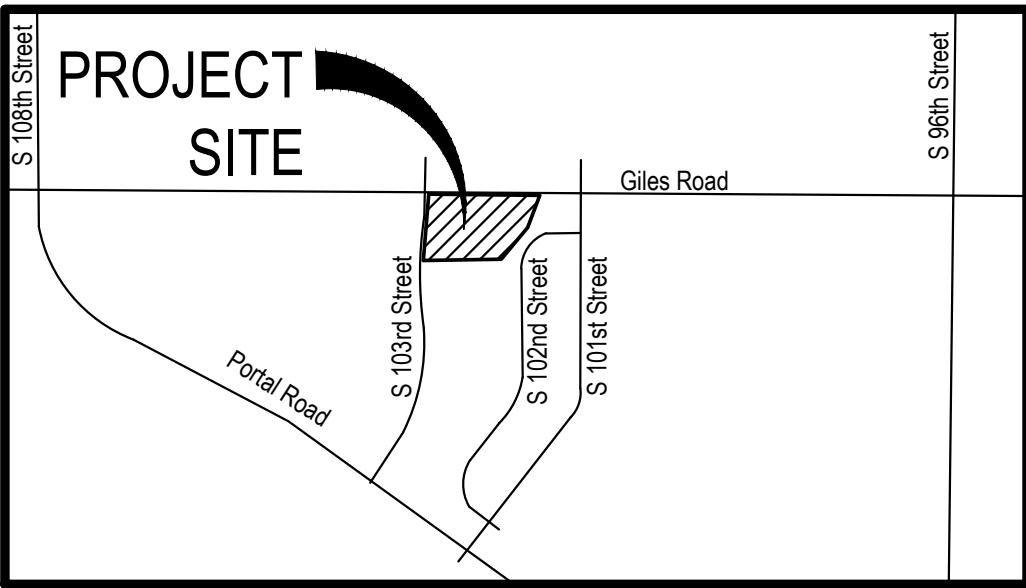
Douglas Kindig, Mayor

Pamela A. Buethe, MMC
City Clerk

PORTAL RIDGE

BANK STABILIZATION - NORTH

Located in the NORTH 1/2 of Section 21, Township 14, Range 12 EAST, of the 6th P.M.
SID NO. 276
SARPY COUNTY, NEBRASKA



VICINITY MAP

APPROXIMATE BID QUANTITIES

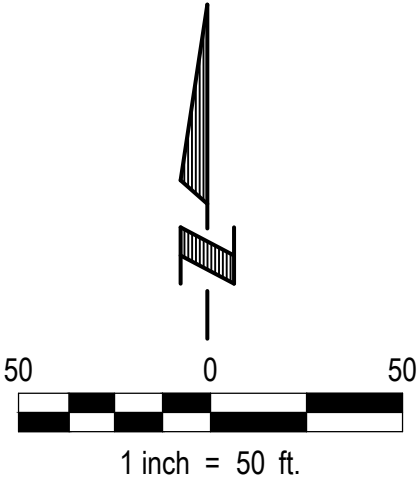
ITEM	DESCRIPTION	QUANTITY	UNIT
1	MOBILIZATION/DEMOBILIZATION	1	LS
2	MAINTAIN TRAFFIC CONTROL	1	LS
3	INSTALL CURB INLET PROTECTION	2	EA
4	CLEARING AND GRUBBING - GENERAL	1	LS
5	CLEARING AND GRUBBING - TREES OVER 9" TO 18" DIAMETER	1	EA
6	REMOVE EXISTING CONCRETE SIDEWALK	100	SF
7	REMOVE TOPSOIL	100	SY
8	CONSTRUCT SHEET PILE	2270	SF
9	CONSTRUCT 2" PERFORATED UNDERDRAIN PIPE	100	LF
10	CONSTRUCT 4" PCC SIDEWALK	100	SF
11	REPAIR CURB AND GUTTER	15	LF
12	PLACE TOPSOIL	120	SY
13	INSTALL SEEDING - TYPE 'CHANNEL SEED BLEND'	160	SY
14	INSTALL ROLLED EROSION CONTROL - TYPE I	160	SY
15	INSTALL SODDING	290	SY
16	INSTALL SWAMP WHITE OAK PLANT MATERIAL	1	EA
17	INSTALL COLORADO BLUE SPRUCE PLANT MATERIAL	2	EA



BENCHMARKS

BENCH MARK 1: CHISELED "X" SOUTH RIM OF A CURB INLET MANHOLE. SECOND CURB INLET EAST OF 103RD STREET ON THE SOUTH SIDE OF GILES ROAD. BOOK 4494, PAGE 2.
ELEVATION: 1069.78'

BENCH MARK 2: NORTH RIM OF A SANITARY MANHOLE. 2ND SANITARY MANHOLE SOUTH OF GILES ROAD ALONG THE WEST PROPERTY LINE OF OUTLOT "B". PORTAL RIDGE. MANHOLE IS ALSO 16' SOUTHEAST OF THE SOUTHEAST CORNER OF LOT 135, PORTAL, RIDGE. BOOK 4494, PAGE 2.
ELEVATION: 1044.09'



INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	COVER
2	NOTES
3	ACCESS
4	SITE PLAN AND CROSS SECTIONS
5	DETAILS
6	SITE RESTORATION
7	SITE RESTORATION NOTES
8	LANDSCAPE PLAN

PROJECT INFORMATION

<input checked="" type="checkbox"/> Project Number Assigned by PWD	<input checked="" type="checkbox"/> Grading Permit Project Number Assigned by PWD	276	TBD	TBD
Portal Ridge Bank Stabilization - North		Portal Ridge		
S. 102nd St. and Giles Road		LaVista	Nebraska	68128
<input checked="" type="checkbox"/> City Council Resolution Number Granting Project Approval		<input checked="" type="checkbox"/> City Council Ordinance Number Granting Project Approval	<input checked="" type="checkbox"/> City Council Resolution/Ordinance Approval Date	

PROJECT DESCRIPTION

APPLICANT

SID #276
Steven Slezak, Chairman
11440 West Center Road, Ste. C
Omaha, NE 68144
P: 402.334.0700
F: 402.334.0815
mjohnson@fdjlaw.com

DESIGNER

E & A Consulting Group, Inc
Travis A. Figard, P.E.
10909 Mill Valley Road, Suite 100
Omaha, NE 68154
P: 402.895.4700
F: 402.895.3599
tfigard@eacg.com

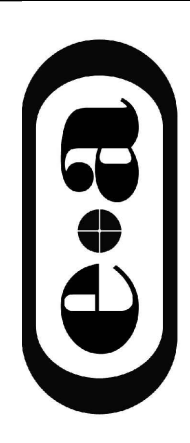
INSPECTOR

E & A Consulting Group, Inc
Randall L. Pierce, P.E.
10909 Mill Valley Road, Suite 100
Omaha, NE 68154
P: 402.895.4700
F: 402.895.3599
rpierce@eacg.com

CONTRACTOR

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.4700 • Fax: 402.895.3599
www.eacg.com
State of NE Certificate of Authorization #CA0008



E & A CONSULTING GROUP, INC.
Engineering Answers

PORTAL RIDGE
BANK STABILIZATION - NORTH

SID 276
SARPY COUNTY, NEBRASKA

COVER



Revisions	Description	Date	Description	Date
Proj No: 2005.054.007				
Date: JULY 2024	JAS	MUG		
Designed By:		AS SHOWN		
Drawn By:		1	of	8
Scale:				
Sheet:				

GENERAL NOTES

1. All project procedures, materials, bonds and reserves shall conform to the City of Omaha's Standard Specifications for Public Works Construction, 2024 Edition ("Standard Specifications"). It is the responsibility of the CONTRACTOR to be familiar with the contents of the Standard Specifications. The Standard Specifications can be found at: <https://publicworks.cityofomaha.org/contractors-consultants2/contractors/standard-plates-curb-ramps-and-specifications>
2. References to "Standard Plates" refers to the City of Omaha's 2024 Standard Plate list. These Standard Plates can be found at: <https://publicworks.cityofomaha.org/2024-standard-plate-list>

The CONTRACTOR is referred to the following Standard Plates for use on this project:

PLATE NO.	DESCRIPTION	REVISION DATE
502-01	Concrete Curbs	02/13/2024
503-01	Sidewalk Construction	02/13/2024
503-02	Sidewalk Location	02/13/2024
1002-02	Pavement Repair	02/13/2024

3. Barricades shall conform to the Omaha Public Works "Barricading Standards, Specifications, Methods and Materials" and/or the "Manual on Uniform Traffic Control Devices" and any additions thereto. The aforementioned publications can be found at: https://publicworks.cityofomaha.org/images/PDF/TRAFFIC_BARRICADE_MANUAL_-_MARCH_2022.pdf and https://mutcd.fhwa.dot.gov/pdfs/2009r12r3/pdf_index.htm
4. The time limit to complete the work is listed in the Proposal in the Specifications.
5. The INSPECTOR shall certify the CONTRACTOR's Work adheres to and meets all construction specifications and plans; maintenance, safety, workmanship, and testing requirements; and applicable regulatory compliance issues.
6. Approval shall be obtained from the City of La Vista Public Works Department for all applicable public improvements prior to the commencement of construction. The CONTRACTOR shall check with the INSPECTOR for City of La Vista Public Works Department approval of the project before starting work.
7. The CONTRACTOR and INSPECTOR shall ensure all impacted government agencies (City of La Vista, Sarpy County, State of Nebraska, Corps of Engineers, Papio-Missouri River Natural Resource District, United States Federal Government, etc.) have granted all applicable permission to proceed with construction prior to mobilization. Furthermore, 48 hours prior to the commencement of construction, the INSPECTOR shall notify all concerned parties that work will be proceeding within each impacted government agency jurisdictional boundary.
8. Construction found to be unacceptable to the City of La Vista Public Works Department shall be removed and replaced at the CONTRACTOR's expense.
9. The INSPECTOR shall notify the following City of La Vista Public Works Department personnel 48 hours prior to all preconstruction meetings and 48 hours prior to the start of any construction: Pat Dowse, P.E., City of La Vista Engineer (Phone: 402-331-89274; email: pdowse@cityoflavista.org) and Brady Small, City of La Vista Street Superintendent; (Phone: 402-331-89274; email: bsmall@cityoflavista.org).
10. The INSPECTOR shall submit weekly progress reports to the following City of La Vista Public Works Department employee no later than the following week ending date: Pat Dowse, P.E., City of La Vista Engineer (Phone: 402-331-89274; email: pdowse@cityoflavista.org).
11. The INSPECTOR shall notify the following City of La Vista Public Works Department personnel 48 hours prior to lane closures and 24 hours prior to lane restrictions: Pat Dowse, P.E., City of La Vista Engineer (Phone: 402-331-89274; email: pdowse@cityoflavista.org) and Brady Small, City of La Vista Street Superintendent; (Phone: 402-331-89274; email: bsmall@cityoflavista.org).
12. All operations conducted on the premises, including the warming-up, repair, arrival, departure, or running of trucks, earthmoving equipment, construction equipment, and any other associated equipment shall be limited to the period between 7:00 A.M. and 6:00 P.M., Monday through Friday. No earthmoving or grading operations shall be conducted on the premises on Saturdays or Sundays or legal holidays, unless waived by the INSPECTOR and the City of La Vista Public Works Department.
13. The CONTRACTOR shall notify all impacted utility companies via One Call (dial 811 or 800-331-5666) 48 hours before work is started to verify utility locations.
14. The existence and location of any overhead or underground utility lines, pipes, or structures shown on these plans are obtained by a research of the available records. Existing utilities are approximate and for record purposes. Existing utilities are located on plans only for the convenience of the CONTRACTOR. Existing utility service lines may not be shown on the plans. The CONTRACTOR shall locate all underground and overhead interferences which may affect his operation during construction and shall take all necessary precautions to avoid damage to the same.
15. The CONTRACTOR shall take all precautionary measures necessary to protect existing utility lines, structures and street improvements which are to remain in place, from damage, and all such improvements or structures damaged by the CONTRACTOR'S operations shall be repaired or replaced satisfactory to the INSPECTOR and owning utility company at the expense of the CONTRACTOR.
16. All construction shall be as shown on these plans. Any revisions shall have the prior written approval of the DESIGNER and City of La Vista Public Works Department.
17. All coordinates shown are Nebraska State Plane Coordinates modified using a scale factor of 0.99962544.
18. Elevations are referenced to U.S.G.S. Datum, NAVD 88.

19. CONTRACTOR shall adjust all new and existing inlets, valve boxes, manhole rims, and sewer clean outs, etc. to finish grade as applicable whether or not they are shown on the plans.
20. The CONTRACTOR shall adhere to good housekeeping best management practices at all times. Good housekeeping best management practices focus on keeping the work site clean and orderly while handling materials and waste in a manner that eliminates the potential for pollutant runoff.
21. The construction documents (e.g., Contract, Bond, Insurance, Specifications, and Construction Plans) are essential and a requirement in one part is as binding as though occurring in all. Thus, the construction documents are complementary in nature. The documents describe and provide the complete construction project. The CONTRACTOR may not take advantage of any apparent construction project errors or omissions. The CONTRACTOR shall notify the INSPECTOR promptly of any omissions or errors. In the case of a discrepancy between parts of the construction documents, the most stringent construction methodology shall rule.

GENERAL NOTES

22. Prior to commencement of any construction, the CONTRACTOR shall be required to coordinate and establish construction control with the ENGINEER. The CONTRACTOR shall carefully preserve all construction control that may include, but not limited to, benchmarks, reference points, and other survey reference monuments or markers.
23. The CONTRACTOR shall be responsible for coordinating their work with the ENGINEER in requesting line stakes and grades. The OWNER will not be responsible for delays due to lack of grades or line stakes.
24. The CONTRACTOR shall be charged for replacing construction stakes and lot pins which are destroyed by their operations.
25. The CONTRACTOR is hereby referred to Subsection 100.03-E of the Standard Specifications relative to cleaning of the work area. The final estimate will not be processed until the CONTRACTOR has satisfactorily cleaned and flushed the pavement slab of all rubbish, excess material, mud and debris, and all parts of the work area have been left in a neat and presentable manner. All disturbed right-of-way areas shall be restored to a level and smooth section prior to acceptance of the work.

GENERAL GRADING NOTES

1. The CONTRACTOR shall comply with all OSHA regulations. OSHA's Construction Standards for Excavations require that the Contractor's excavation activities follow certain worker safety procedures. Excavations over 4 feet deep shall be sloped back, shored, or shielded. The maximum allowable slope for an unbraced excavation in these soils is 1H:1V and 1.5H:1V respectively, although other provisions and restrictions apply. The Contractor is solely responsible for site/excavation safety and compliance with OSHA regulations.
2. A Geotechnical Exploration Report has been prepared for this project and is incorporated herein by reference. All recommendations of said report shall be followed in performing grading, paving, and utility operations. See Geotechnical Report prepared for this project by Thiele Geotech Inc, dated November 29, 2023.
3. No tree removal shall occur between April 1 and September 1 unless a migratory bird inventory has been completed and no nesting of migratory birds is found. Tree removal between June 1 and July 31 shall require a bat roosting inventory.
4. The CONTRACTOR shall obtain all necessary demolition permits prior to beginning demolition activities on site.
5. The cost of the demolition permit, pre-demolition inspections, utility disconnect expenses, and any other expenses necessary to comply with demolition permits and regulations shall be paid for by the CONTRACTOR.
6. The CONTRACTOR shall implement dust control measures during demolition, removal and construction activities.
7. All rubbish, unsuitable material, debris, equipment, etc., resulting from demolition work shall be disposed of properly and in a legal manner.
8. The CONTRACTOR shall maintain positive drainage in existing road ditches and culverts draining into the project area.
9. The CONTRACTOR shall maintain and preserve utilities that traverse the site and serve premises as long as those utilities are required.
10. Initial stripping can occur only in an area of cut and the corresponding fill area required to construct the embankment along the downstream side of the basins. At the end of each day, when weather conditions warrant, and until such time as it is possible to construct sediment basins, the CONTRACTOR shall construct a sediment trap at any and all low spots where water falling on bare ground might leave the site. The temporary sediment traps shall conform to the Omaha Regional Stormwater Design Manual, Section 9.5.14. Once the sediment basin has been constructed and approval given by the INSPECTOR, stripping can occur throughout the balance of the site.
11. Topsoil shall be stripped to a depth of at least 4" and stockpiled on site for redistribution in future unpaved areas upon completion of grading. The location of the stripping stockpiles are at the discretion of the CONTRACTOR; however, stockpiles must be located within an area protected by stormwater pollution prevention measures.
12. Following stripping operations and removal of any observed unsuitable soils, the exposed soils shall be proofrolled with a fully loaded, tandem axle dump truck providing a minimum gross weight of 25 tons, or other equipment with an equivalent subgrade loading. Unsuitable soils observed during proofrolling shall be improved by scarification to a 9" depth and recompactd. Scarified soils which cannot be recompactd to specified density shall be undercut and replaced with stable fill.
13. Existing ditches and eroded areas shall be undercut a minimum of 12 inches on all bottoms and sides prior to placement of any fill. Separate payment will not be made for undercutting.
14. Fill and backfill material shall be impervious material (clay/silt) free of frost, snow, ice, concrete, brick, stone, refuse, cinder ashes, organic matter, or any other material deemed unsuitable by the ENGINEER.
15. All structural fill and backfill soils shall be low plasticity, cohesive soil that are free of organic material or debris. Structural fill/backfill materials shall have a Liquid Limit less than 45 and a Plasticity Index less than 20. Excavated site soils will generally be suitable for use as structural fill.
16. Fill Compaction Requirements:
Shallow Foundations -
Areas to receive fill shall be scarified to a minimum depth of 6". Fill shall be placed in lifts not to exceed 8" in loose thickness. Structural Fill shall be compacted to a minimum of 95% of the maximum dry density ASTM D-698 (Standard Proctor) ASTM D1557 (Modified Proctor) // at a moisture content between -1 and +3% of optimum. The Geotechnical Engineer shall observe and test bearing soils exposed in all foundation excavations.
All Other Locations -
Areas to receive fill shall be scarified to a minimum depth of 6". Fill shall be placed in lifts not to exceed 8" in loose thickness. Structural Fill shall Be compacted to a minimum of 95% of the maximum dry density (ASTM D-698, Standard Proctor) ASTM D1557 (Modified Proctor) at a moisture content between -1 and +3% of optimum.
17. PCC Sidewalks: Prepare subgrade as per notes and specifications identified on the Site Restoration Sheets.

18. Backfill soils around foundations, basement walls and retaining walls shall be compacted to a minimum of 95% of the maximum dry density (ASTM D-698, Standard Proctor) at a moisture content between -1% and +3% of optimum. Fill shall be placed in loose lifts appropriate to the equipment and methods used for compaction. Granular backfill shall not be used around foundation elements.

GENERAL GRADING NOTES

19. Backfill soils in utility trenches shall be compacted to a minimum of 95% of the maximum dry density as per ASTM D698 (Standard Proctor) at a moisture content between -1% and +3% of optimum. Fill shall be placed in loose lifts appropriate to the equipment and methods used for compaction. Granular backfill shall not be used in exterior trenches. A "trench plug" shall be constructed to a distance 5 feet from face of building exteriors. The plug material shall consist of a clay compacted at a water content at or above the soil's optimum water content. The clay fill should be placed to completely surround the utility line and compacted as described above.
20. Imported fill material, if required, shall be free of organic matter and debris, and shall be a clean, inorganic silt or lean clay with a Liquid Limit less than 45 and a Plasticity Index less than 20. Imported material shall not contain any foreign material or debris with a dimension greater than 3".
21. Any excess material shall be disposed of at an off-site at a location determined by the Contractor.
22. If unstable soils are encountered in the bottom of shallow foundations or subgrade areas, the Contractor shall implement over-excavation and backfill practices with a more suitable material. The Contractor shall contact the Geotechnical Engineer to identify limits and depths of over-excavation.
23. The Recommendations of the Geotechnical Report shall control in all instances where subgrade preparation, backfill and compaction are concerned.
24. All excavations shall be backfilled with suitable material and compacted as structural fill.
25. Where open excavations are not backfilled within 24 hours, the CONTRACTOR shall encircle the open area by a standard snow fence.
26. Fill placed on a slope steeper than a 5H:1V shall be benched before placing fill, with a maximum riser height on the order of 2', separated by horizontal steps that are wide enough to accommodate compaction equipment.
27. Fill and Backfill shall be inspected and tested periodically at the discretion of the ENGINEER for adherence to material, compaction, and moisture specifications.
a. Fill or backfill failing to meet compaction and moisture content specifications shall be reworked and retested at the CONTRACTOR'S expense.
b. Material deemed unsuitable by the ENGINEER shall be removed and replaced. Reimbursement for removal of unsuitable materials will be made at the contract unit price for, "EXCAVATION ON-SITE (ESTABLISHED QUANTITY)".
30. The CONTRACTOR shall give the ENGINEER 72 hours notice to allow time to perform a survey check of the graded site prior to respreading topsoil. The CONTRACTOR shall obtain the ENGINEER's approval of the work prior to respreading topsoil or removing equipment from the site. Any re-mobilization or re-work required due to the circumstances described in this paragraph shall be performed by the CONTRACTOR at no additional cost.
31. The final grade of street rights-of-way shall be within 0.2' +/- of the design grade. The final grade of the lots shall be within 0.5' +/- of the design grade. Any re-mobilization or re-work required to meet these tolerances shall be performed by the CONTRACTOR at no additional cost.
32. Exposed project site soils shall be stabilized as shown in the Site Restoration Plan.
33. All disturbed areas except those adjacent to the installed sheet pile wall and the street rights-of-way shall receive sod. Complete sod bed preparation and placement in accordance with Omaha Standard Specifications for Public Works Construction 2024 - Section 802. The sod shall be a first-class representation of the existing conditions. Sod shall be free of noxious weeds and relatively free of all other weeds. Sod fertilizer shall be an inorganic product containing ten (10) to twelve (12) percent each of nitrogen, phosphorus, and potassium in a recognized plant nutrient form. Sod fertilizer shall be in accordance with the current provisions of the Nebraska Fertilizer Act of 1955.
34. Areas to receive erosion control matting shall be seeded in accordance with the City of Omaha Type "Channel Seed Blend" mix.

PAVEMENT CONSTRUCTION NOTES

1. The paving system (concrete or asphalt pavement, reinforcing, subgrade, signage, striping, etc) shall supplied and installed in accordance with the Standard Specifications.
2. Concrete for the pavement slab shall be in accordance with the City of Omaha Specifications for Public Works Construction 2024 unless otherwise shown on plans.
3. All integral curbs shall be Type "C" in accordance with City of Omaha Standard Plate 502-01 unless otherwise shown on plans.
4. Water-reducing admixture shall be added to all hand-placed and finished concrete.
5. All pavement removals shall be saw cut. Pavement shall be removed in complete panels. Pavement removal limits may be adjusted in the field to match existing joints.
6. The CONTRACTOR shall scarify and recompact the subgrade to a depth of one foot. The top 12" of subgrade as described shall be compacted to 90% maximum dry density as determined in accordance with the most current edition of ASTM D1557 (Modified Method) with moisture limits of -3% to +4% optimum.
7. If adverse weather conditions occur and paving subgrade becomes too wet for the CONTRACTOR to work and meet the requirements of the Standard Specifications, the ENGINEER shall determine and direct the CONTRACTOR to use a fly ash stabilized subgrade. The rate and installation requirements shall be determined by the Geotechnical ENGINEER to be appropriate for the project conditions. CONTRACTOR shall be paid for the actual cost of the materials plus five percent (5%) and shall be paid for the actual cost of labor and equipment necessary to place and work the fly ash into the subgrade.

PAVEMENT CONSTRUCTION NOTES

8. Concrete thickened edges per Standard Plate 501-01 and 501-02 are required at locations where proposed paving ties into existing paving. Thickened edges shall not be paid for directly, but shall be subsidiary to items for which payment is made. Tie bars shall be required as directed by the ENGINEER.
9. A white pigmented liquid membrane-forming curing compound that has been approved by the State of Nebraska Department of Transportation shall be applied within one (1) hour after the pass of the paving machine or placement by other means. Apply liquid membrane-forming curing compound at the concentration and application rate recommended by the manufacturer.
10. A diamond edge saw blade shall be used for cutting all required contraction and longitudinal pavement joints.
11. Under no conditions will heavy equipment be allowed on concrete paving without proper planking or bridging, and then only with the approval of the ENGINEER.
12. Any existing manholes within the right-of-way shall be adjusted to match final grade after paving. For existing manholes with frame seals, the external frame seals shall be removed and reinstalled after paving operations. Adjustment to grade of any storm sewer manholes constructed under this contract shall be subsidiary to manhole construction.
13. All manhole, inlet, and valve covers within or nearby the paving area shall be removed or covered prior to placing pavement to avoid excess damage and concrete slop. Covers that cannot be cleaned and restored to like new condition shall be replaced at the CONTRACTORS expense.
14. Streets shall not be opened to public traffic prior to final acceptance by the City of Omaha Construction Division. Final acceptance shall include rectification of all punch list items and the submittal of mylar as-built drawings. Contact Matt Grosse (Phone: 402-444-5282; Email: matthew.grosse@cityofomaha.org) to coordinate work associated with opening completed project streets.
15. The pavement shall be open for use in accordance with Section 500.03-O of the Standard Specifications.

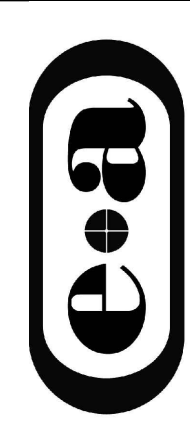
SIDEWALK CONSTRUCTION NOTES

1. Sidewalk subgrade shall be prepared and compacted in accordance with the Standard Specifications. Subgrade compaction shall be incidental to the other bid items.
2. Concrete for the sidewalk slab shall be in accordance with the City of Omaha Specifications for Public Works Construction 2024 unless otherwise shown on plans.
3. Water-reducing admixture shall be added to all hand-placed and finished concrete.
4. Sidewalk widths shall be as shown on the plans. All dimensions referencing street pavement are shown to back of curb.
5. Sidewalk slope may be varied to suit existing conditions, but in no case shall the maximum cross slope exceed 2.0%. Variations to suit extreme conditions shall be as directed by the ENGINEER.
6. Within one (1) hour the concrete pavement shall be cured using a white pigmented liquid membrane-forming curing compound that has been approved by the State of Nebraska Department of Transportation. Apply liquid membrane-forming curing compound at the concentration and application rate recommended by the manufacturer.
7. Under no conditions will heavy equipment be allowed on concrete paving without proper planking or bridging, and then only with the approval of the ENGINEER. The pavement shall be open for use in accordance with Section 500.03 (O) of the Standard Specifications.
8. Rubble and waste materials shall be removed from the site and lawfully disposed, salvaged and recycled.
9. a) Joint spacing shall be equal to the width of the sidewalk.
b) Contraction joints shall be scoured to a minimum depth of T/4, where T is the sidewalk thickness.
c) Use sealing filler, hot poured type, on all expansion joints.



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

10309 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.3700 • Fax: 402.895.3599
www.eaeg.com
State of NE Certificate of Authorization #CA0008



PORTAL RIDGE

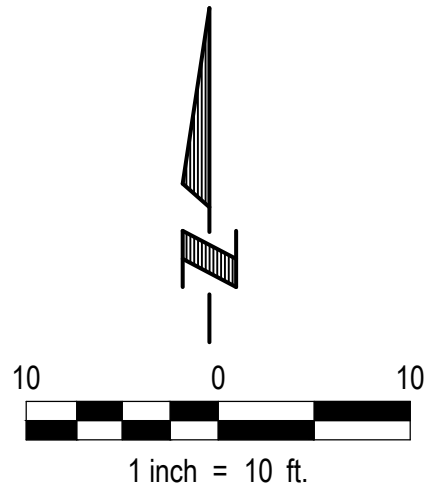
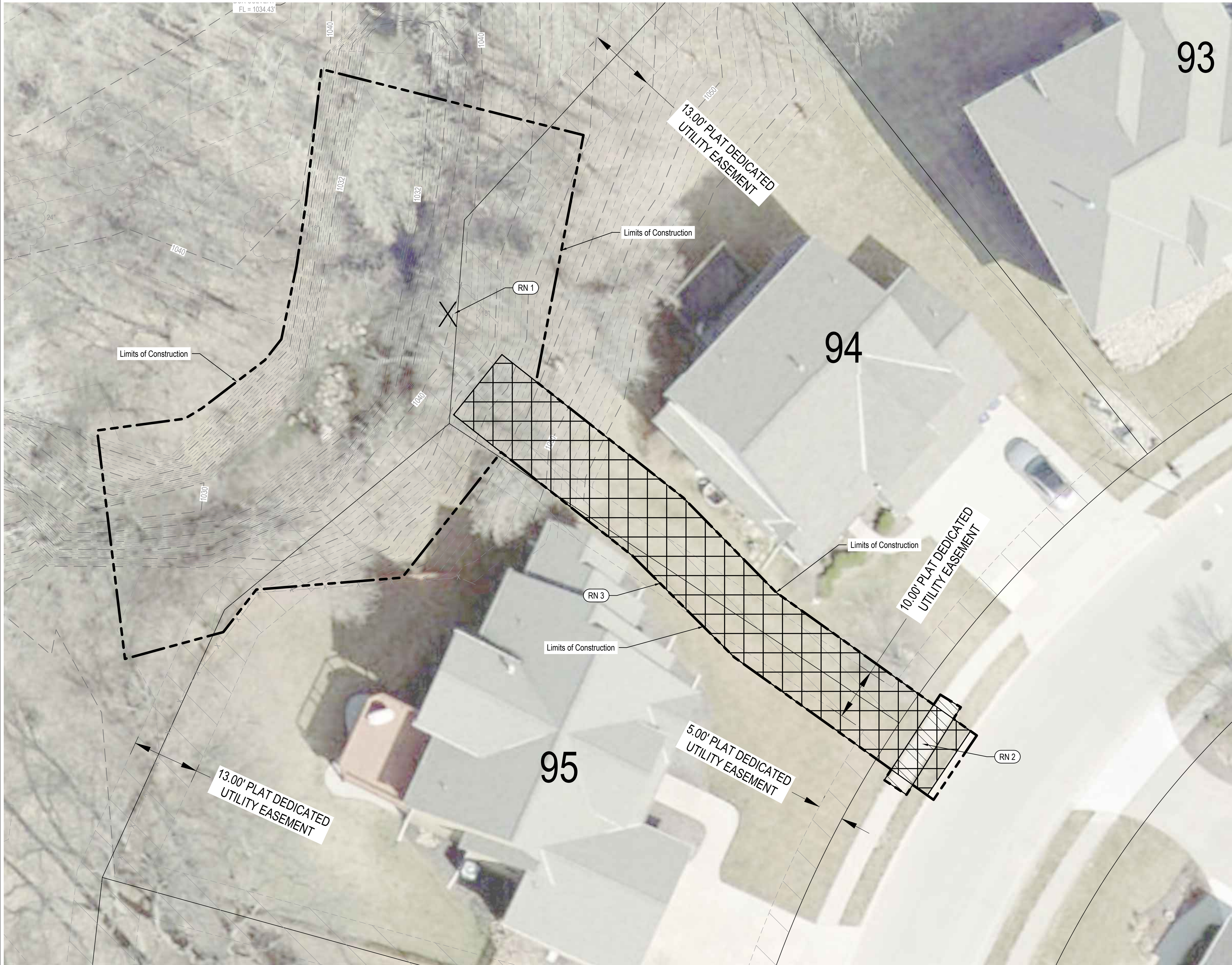
BANK STABILIZATION - NORTH

SID 276
SARPY COUNTY, NEBRASKA

NOTES



Proj No:	Revisions	Description		Date	M/G	AS SHOWN	Sheet
		Date	Description				
2005.054.007		JULY 2024			JAS		2 of 8
Date:							
Designed By:							
Drawn By:							
Scale:							
Sheet:							



LEGEND

- Existing Contours
- Limits of Construction
- Proposed Access Route
- Sidewalk Removal
- Tree Removal - RN 1

RN REFERENCE NOTES

- RN 1 Remove trees required for construction activities. Remove trees in accordance with City of Omaha Standard Specifications for Public Works Construction 2024, Section 102. Number of trees affected are shown on the Cover Sheet - Approximate Bid Quantities table. Trees less than 9" in diameter shall be subsidiary to the General Clearing & Grubbing bid item.
- RN 2 Contractor shall remove existing sidewalk at nearest joint if possible, **100 SF**, in accordance with City of Omaha Standard Specifications for Public Works Construction 2024, Section 105.
- RN 3 Contractor shall utilize proposed access route between residential homes, east of the proposed sheet pile wall, as shown on plans. Contractor shall protect existing homes and personal property when accessing the site via the proposed access route. Any damage to private property shall be repaired or replaced to pre-construction conditions at the Contractor's expense.

GENERAL SHEET NOTES:

- Install geotextile filter sock/bag at curb inlet, **2 EA** approximately 130' south of proposed access route, per Chapter 9 Erosion and Sediment Control - Omaha Regional Stormwater Design Manual, 9.5.5 Storm Drain Inlet Protection. Refer to Note 4 on sheet 7 of these plans for the Maintenance Schedule requirements. The Omaha Regional Stormwater Design Manual can be found at: <http://www.omahastormwater.org>
- Perform General Clearing and Grubbing within proposed access route, staging area, and excavation boundary, if necessary, in accordance with City of Omaha Standard Specifications for Public Works Construction 2024, Section 102. Contractor shall adjust staging area and access route locations to minimize tree removal.
- Contractor shall perform street cleaning daily, if necessary, to ensure street remains clear of debris.
- All infrastructure not identified for removal shall be protected by the Contractor. Damaged existing infrastructure shall be replaced or repaired to pre-construction condition at Contractor's expense.
- Contractor shall install and maintain temporary traffic control devices in accordance with City of Omaha Standard Specifications for Public Works Construction 2024 and Barricading Standards, Specifications, Methods and Materials 2022.

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

10309 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.7700 • Fax: 402.895.3559
www.eaeg.com
State of NE Certificate of Authorization #CA0008



PORTAL RIDGE
BANK STABILIZATION - NORTH

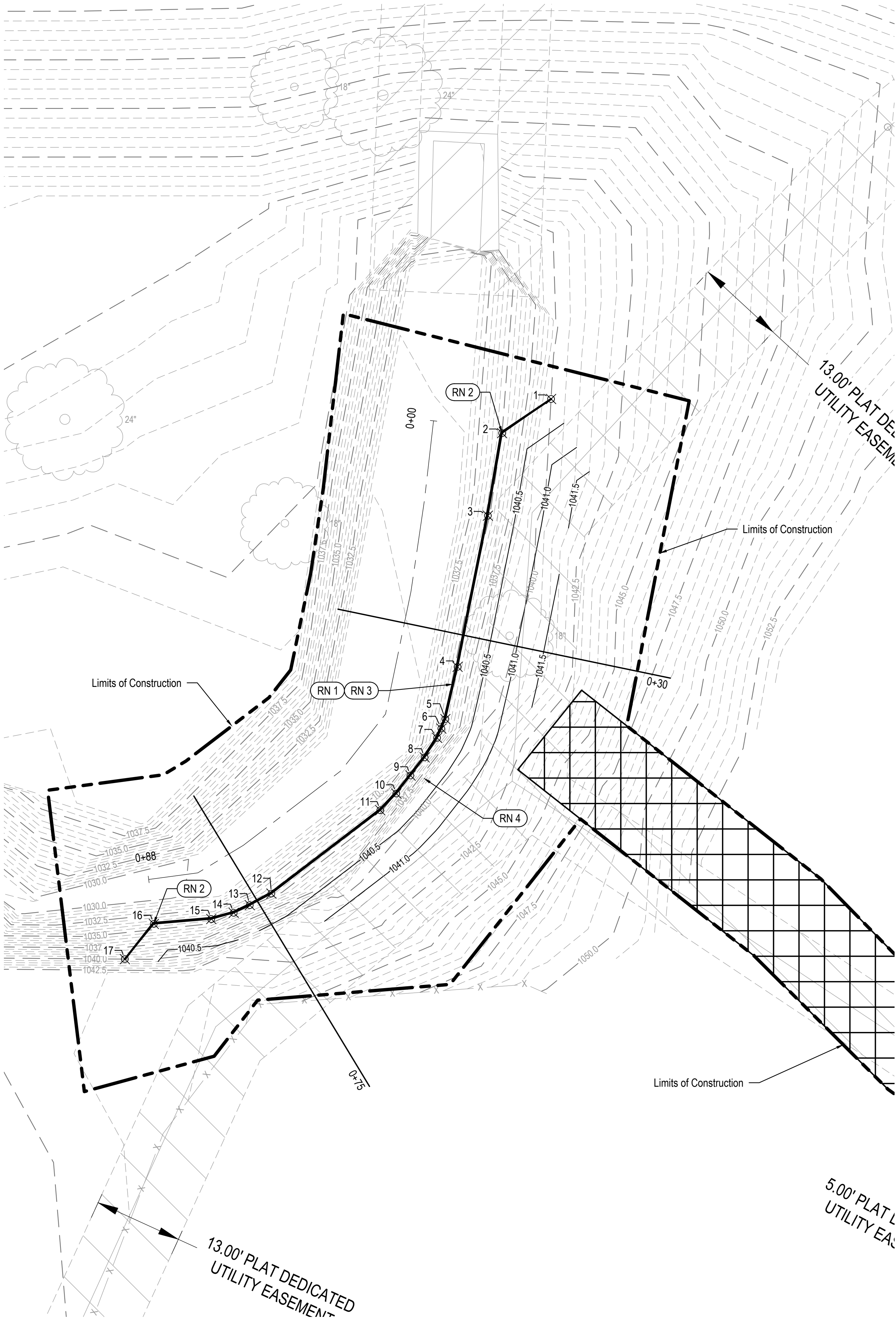
SID 276
SARPY COUNTY, NEBRASKA

ACCESS

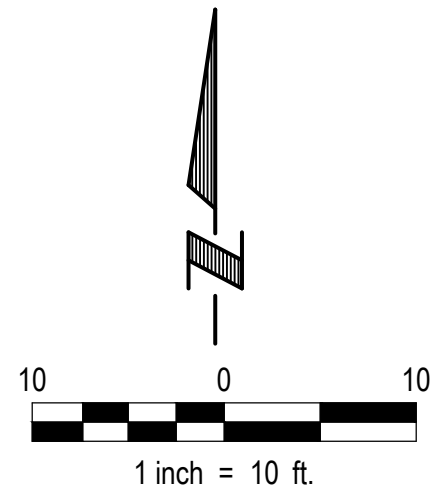


Revisions	Description	
	Date	Description
1	7/10/2024	AS SHOWN
2	7/10/2024	AS SHOWN
3	7/10/2024	AS SHOWN
4	7/10/2024	AS SHOWN
5	7/10/2024	AS SHOWN
6	7/10/2024	AS SHOWN
7	7/10/2024	AS SHOWN
8	7/10/2024	AS SHOWN

Proj No: 2005.054.007
Date: JULY 2024
Designed By: JAS
Drawn By: MUG
Scale: AS SHOWN
Sheet: 3 of 8



SITE PLAN VIEW



LEGEND

- Existing Contours
- Proposed Contours
- Existing Fence
- Construction Limits
- Proposed Access Route

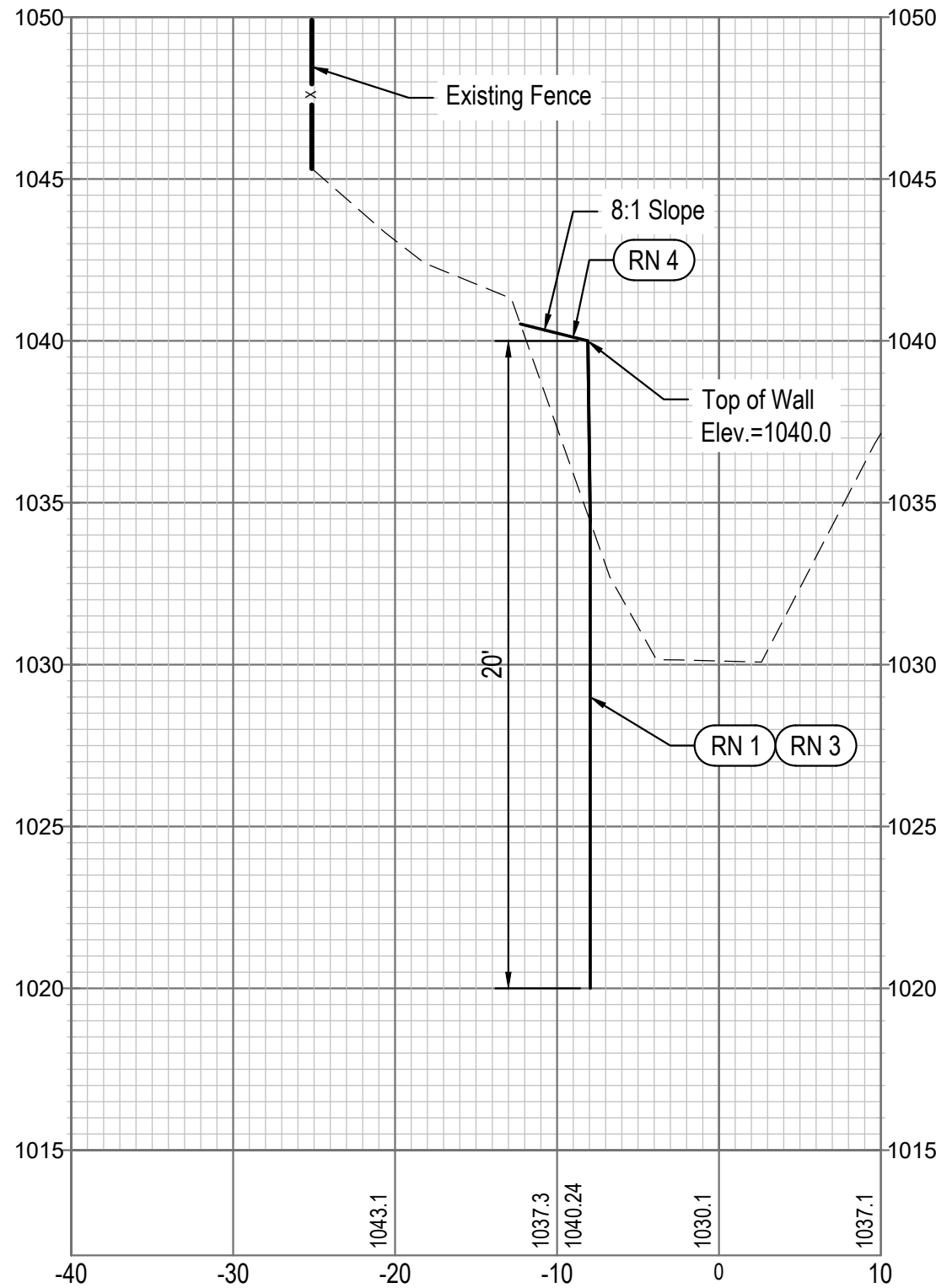
REFERENCE NOTES

- RN 1 Construct sheet pile retaining wall, **2270 SF**, in accordance with City of Omaha Standard Specifications for Public Works Construction 2024, Section 602. See detail on Sheet 5. Sheet pile shall be Skyline PZ22 sheet pile, or approved equal. See cross sections on this sheet.
- RN 2 Contractor shall utilize corner piles where horizontal deflections exceed maximum swing angle of ball and socket connections.
- RN 3 Contractor shall ensure sheet pile alignment has been field verified by the Engineer prior to installation.
- RN 4 Backfill sheet pile as shown in details on Sheet 5 and to the lines / grades shown on this sheet.

SHEET PILE STAKING POINTS

Point #	Northing	Easting	Elevation	Description
1	513768.3471	2722294.7339	1040.0	Sheet Pile Alignment
2	513763.3200	2722287.5247	1040.0	Sheet Pile Alignment
3	513751.1508	2722285.4255	1040.0	Sheet Pile Alignment
4	513728.8892	2722280.9633	1040.0	Sheet Pile Alignment
5	513721.1876	2722279.1673	1040.0	Sheet Pile Alignment
6	513719.7951	2722278.5710	1040.0	Sheet Pile Alignment
7	513718.4182	2722277.9457	1040.0	Sheet Pile Alignment
8	513715.5427	2722276.1120	1040.0	Sheet Pile Alignment
9	513712.8802	2722274.0238	1040.0	Sheet Pile Alignment
10	513710.2176	2722271.9356	1040.0	Sheet Pile Alignment
11	513707.7507	2722269.5792	1040.0	Sheet Pile Alignment
12	513695.4885	2722253.5400	1040.0	Sheet Pile Alignment
13	513693.7779	2722250.3561	1040.0	Sheet Pile Alignment
14	513692.6404	2722247.9931	1040.0	Sheet Pile Alignment
15	513691.7341	2722244.6871	1040.0	Sheet Pile Alignment
16	513691.0125	2722236.2263	1040.0	Sheet Pile Alignment
17	513685.8285	2722231.9583	1040.0	Sheet Pile Alignment

SHEET PILE WALL SECTION VIEW - STA. 0+30.00



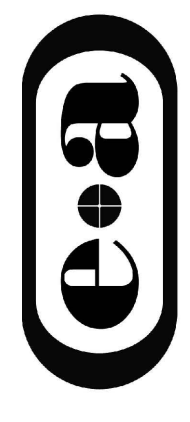
SHEET PILE WALL SECTION VIEW - STA. 0+75.00



Scale: Horiz. 1"=10'
Vert. 1"=5'

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

10309 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.7700 • Fax: 402.895.3559
www.eaeg.com
State of NE Certificate of Authorization #CA0008



PORTAL RIDGE
BANK STABILIZATION - NORTH

SID 276
SARPY COUNTY, NEBRASKA

SITE PLAN AND CROSS
SECTIONS



Revisions

Date

July 2024

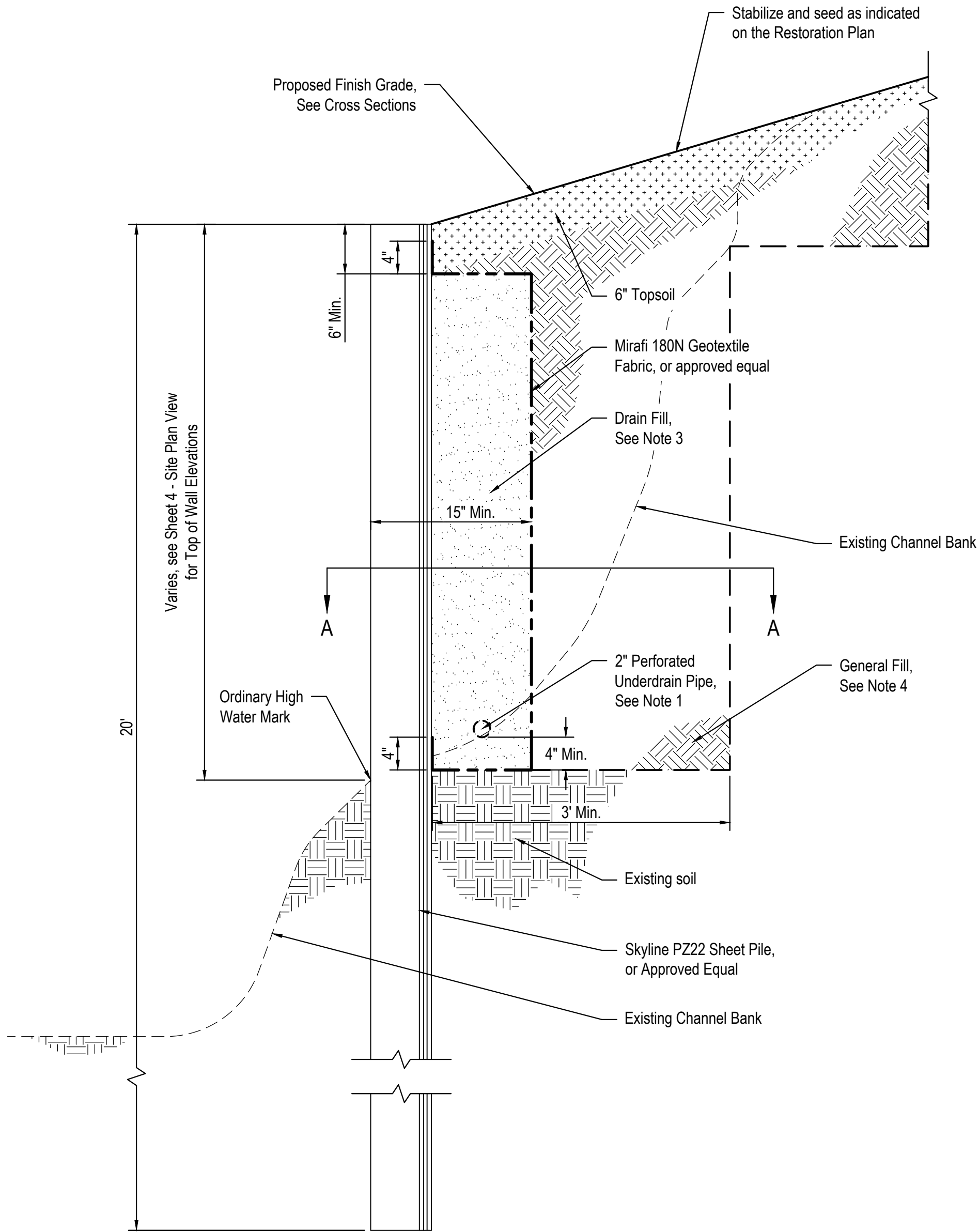
Designed By: JAS

Drawn By: MUG

Scale: AS SHOWN

Sheet: 4 of 8

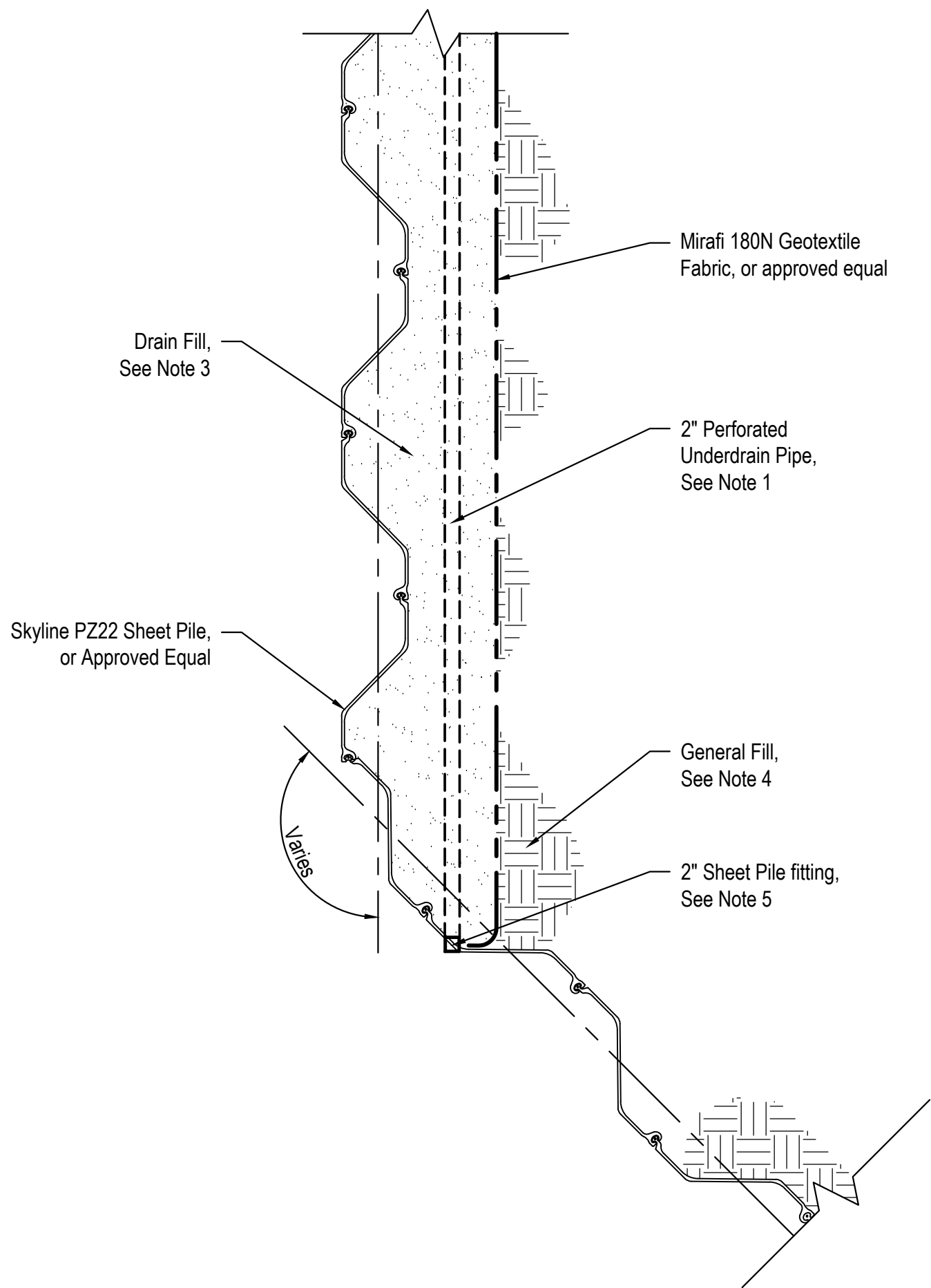
Proj No: 2005.054.007
Date: JULY 2024
Designed By: JAS
Drawn By: MUG
Scale: AS SHOWN
Sheet: 4 of 8
Met Comp: 7/10/2024 3:39 PM K:\Project\2005054\07Engineering\CAD File\Drawing\CHEEK STABILIZATION.dwg



SHEET PILE RETAINING WALL TYPICAL DETAIL
NOT TO SCALE

NOTES:

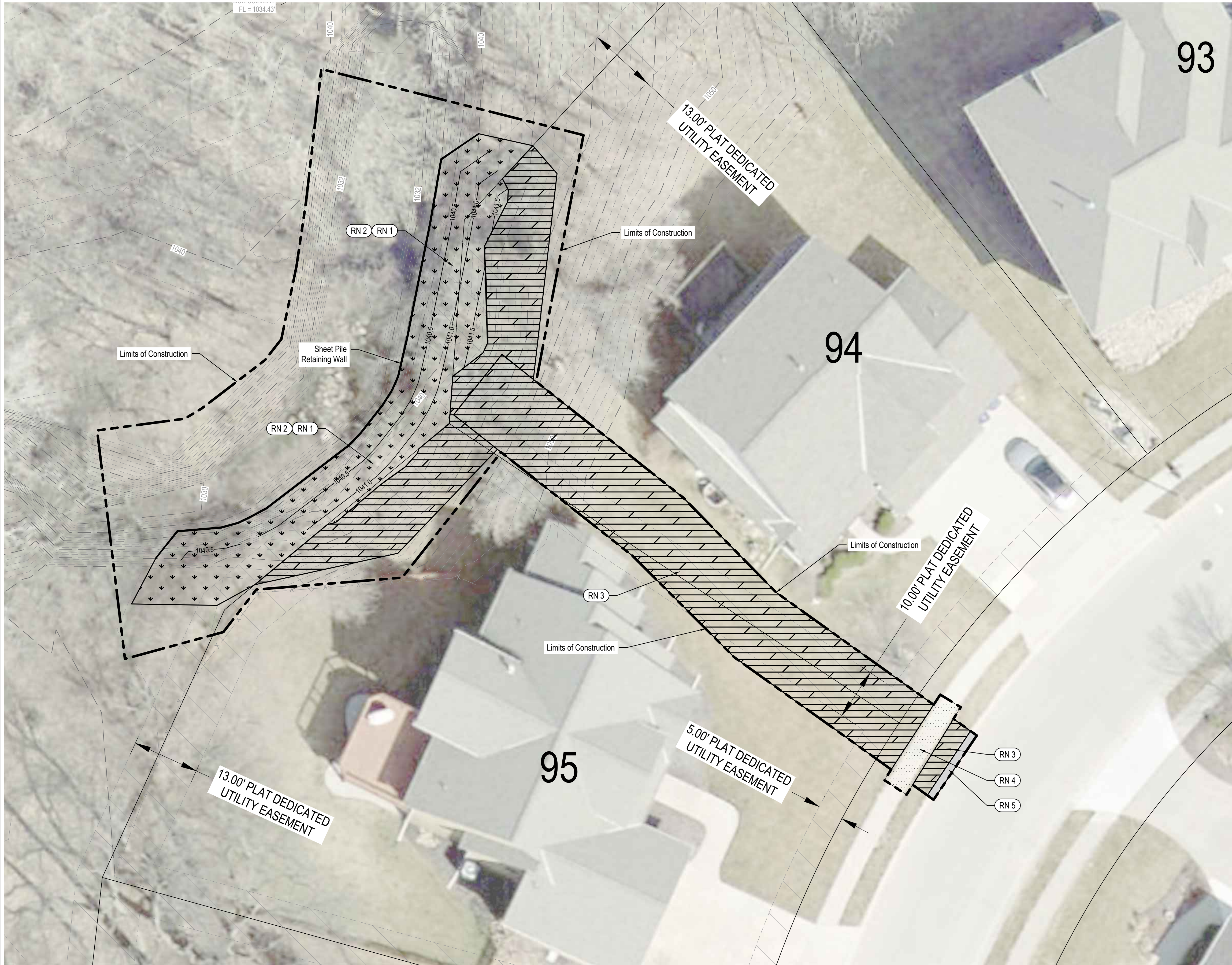
- Contractor shall install 2" Perforated Underdrain Pipe, **100 LF**, as shown, in accordance with City of Omaha Standard Specifications for Public Works Construction 2024, Section 305, for pipe material and installation requirements. The Underdrain Pipe shall outlet on both upstream and downstream sides of the Sheet Pile as shown. The Underdrain Pipe shall have a minimum slope of 1% to both outlets.
- Excavation and benching activities required for 2" Perforated Underdrain Pipe installation are subsidiary to the Underdrain Pipe.
- Contractor shall install drain fill, **26 TON**, as shown. Drain fill shall meet the requirements of Granular Backfill material described in the City of Omaha Standard Specifications for Public Works Construction 2024, Section 305. Contractor shall place Mirafi 180N Geotextile Fabric, **110 SY**, or approved equal, as shown. These items are subsidiary to the Underdrain Pipe.
- Contractor shall place General Fill material, **50 CY**, in accordance with City of Omaha Standard Specifications for Public Works Construction 2024, Section 200. Contractor shall use suitable on-site material from benching activities as General Fill, additional fill material shall be imported from off-site to complete embankment. Imported fill material shall meet the City of Omaha Standard Specifications for Public Works Construction 2024, Section 200, for borrow material and have a maximum Wet Unit Weight of 120 pcf. General fill activities are subsidiary to Underdrain Pipe.
- Contractor shall utilize Sheet Pile fitting to terminate 2" Perforated Underdrain Pipe at face of Sheet Pile. Elbows may be required to align the Underdrain Pipe correctly with Sheet Pile fitting. All pipe fittings required for the outlet are subsidiary to the installation of the Underdrain Pipe.



PERFORATED UNDERDRAIN PIPE OUTLET TYPICAL DETAIL A-A
NOT TO SCALE

Table 305.01
Perforated Underdrain Pipe Granular Backfill
Material Gradation Requirements

Sieve Size	Allowable Percent Passing
1"	100
3/4"	98±2
#10	23±8
#50	5±5
#200	2±2

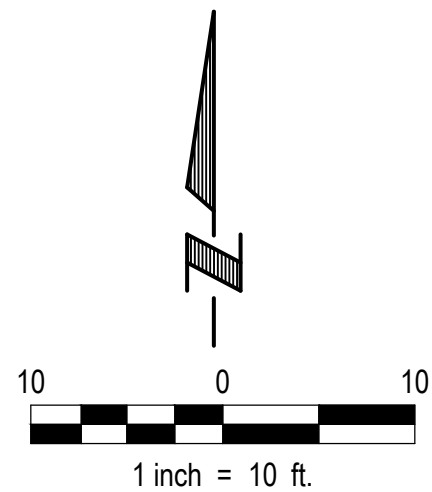


ne1call.com

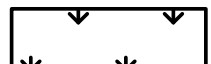

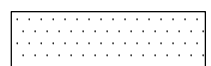

Nebraska 811

know what's below. 

Dial: 811 Call before you dig.



LEGEND

-  Seeding & Matting
-  Sodding
-  4" PCC Sidewalk
-  Limits of Construction

RN REFERENCE NOTES

- RN 1

Place 6" of topsoil, **120 SY**, on top of compacted sheet pile backfill. Fine grade topsoil to proposed grade. Utilize stockpiled topsoil and imported topsoil (if needed) to achieve required thickness.
- RN 2

Sheet pile backfill area shall be seeded and matted with Rolled Erosion Control blanket once topsoil placement is complete. Seeding shall be Type 'Channel Seed Blend', **160 SY**, or approved equal, installed conforming to City of Omaha Standard Specifications for Public Works Construction 2024, Section 800. Contractor shall install Rolled Erosion Control - Type I blanket, **160 SY**, or approved equal, conforming to City of Omaha Standard Specifications for Public Works Construction 2024, Section 800 and installed according to manufacture's recommendations.
- RN 3

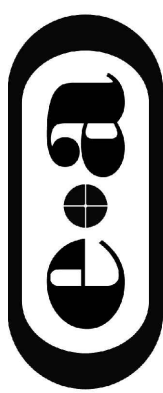
Disturbed areas outside seeded and matted area, including access road, shall be prepped and covered with sod, **290 SY**. Complete sod bed preparation and sod placement in accordance with Omaha Standard Specifications for Public Works Construction 2024, Section 802.
- RN 4

Construct 4" PCC Sidewalk, **100 SF**, in accordance with City of Omaha Standard Specifications for Public Works Construction 2024, Section 500 and Standard Plates 503-1 & 503-2.
- RN 5

Contract shall repair curb and gutter, **15 LF**, in accordance with City of Omaha Standard Specifications for Public Works Construction 2024, Section 1002.

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

10309 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.7700 • Fax: 402.895.3559
www.eaeg.com
State of NE Certificate of Authorization #CA0008



E & A CONSULTING GROUP, INC.
Engineering Answers

PORTAL RIDGE
BANK STABILIZATION - NORTH

SID 276
SARPY COUNTY, NEBRASKA

SITE RESTORATION



Proj No:	Revisions		Date	Description	
	Δ				
2005.054.007					
Date:	JULY 2024	JAS			
Designed By:		MUG			
Drawn By:					
Scale:	AS SHOWN				
Sheet:	6	of	8		

7/10/2024 3:39 PM K:\Project\2005054\07Engineering\CAD File\Grading\CREEK STABILIZATION.dwg Met Comp

MAINTENANCE SCHEDULE:

The following Maintenance Schedule has been provided. The INSPECTOR must perform the Inspections. The OPERATOR/CONTRACTOR must perform all needed maintenance. Furthermore, all erosion control features requiring maintenance may not be listed below. The OPERATOR/CONTRACTOR and INSPECTOR must perform their respective duties on all BMP's that are not listed below as well.

1.

Construction Entrance - The entrance shall be maintained in a condition which will prevent tracking or flow of sediment onto public rights-of-way. This may require periodic top dressing with additional stone or the reworking of existing stone as conditions demand and repair and/or cleanout of any structures used to trap sediment. All materials spilled, dropped, washed, or tracked from vehicles onto roadways or into storm drains must be removed immediately. The use of water trucks to remove materials dropped, washed, or tracked onto roadways will not be permitted under any circumstances.
2.

Wattle - Minimal maintenance is required. Periodically inspect wattles to verify the wattle is still firmly anchored and not damaged. Inspect wattles after prolonged rain events. Replace or repair missing or damaged wattles as necessary. When using wattles on rough surfaces such as pavement, wattles are more easily damaged and should be inspected more frequently to prevent wattle content from entering storm inlets, especially if the wattle is being used to protect the storm inlet.
3.

Silt Fence - The maintenance measures are as follows; (2.1) silt fences shall be inspected immediately after each rainfall and at least daily during prolonged rainfall, any required repairs shall be made immediately; (2.2) close attention shall be paid to the repair of damaged silt fence resulting from end runs and undercutting; (2.3) should the fabric on a silt fence decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the fabric shall be replaced promptly; (2.4) sediment deposits must be removed when the level of deposition reaches approximately one-half the height of the barrier; and (2.5) any sediment deposits remaining in place after the silt fence is no longer required shall be dressed to conform to the existing grade, prepared and seeded.
4.

Storm Drain Inlet Protection - The maintenance measures are as follows; (3.1) structures shall be inspected after each rain and repairs made as necessary and (3.2) structures shall be removed and the area stabilized when the remaining drainage area has been properly stabilized.
5.

Temporary Seeding - Areas which fail to establish vegetative cover adequate to prevent rill erosion will be re-seeded as soon as such areas are identified. Control weeds by mowing.
6.

Permanent Seeding - The maintenance measures are as follows: (9.1) in general, a stand of vegetation cannot be determined to be fully established until it has been maintained for one full year after planting; (9.2) new seedlings shall be supplied with adequate moisture, supply water as needed, especially late in the season, in abnormally hot or dry conditions, or on adverse sites, water applications shall be controlled to prevent excessive runoff; (9.3) inspect all seeded areas for failures and make necessary repairs, replacements, and reseedings within the planting season, if possible; [9.3a] if stand is inadequate for erosion control, over seed and fertilize using half of the rates originally specified; [9.3b] if stand is 60% damaged, re-establish following seedbed and seeding recommendations; [9.3c] if stand has less than 40% cover, re-evaluate choice of plant materials and quantities of lime and fertilizer, the soil must be tested to determine if acidity or nutrient imbalances are responsible, re-establish the stand following seedbed and seeding recommendations.
7.

Soil Stabilization Blankets & Matting - All soil stabilization blankets and matting should be inspected periodically following installation, particularly after rainstorms to check for erosion and undermining. Any dislocation or failure should be repaired immediately. If washouts or breakage occurs, reinstall the material after repairing damage to the slope or ditch. Continue to monitor these areas until which time they become permanently stabilized; at that time an annual inspection should be adequate.
8.

Street Cleaning/Sweeping - The maintenance measures are as follows; (12.1) evaluate access points daily for sediment tracking; (12.2) when tracked or spilled sediment is found on paved surfaces, it will be removed daily, during times of heavy track-out such as during rains, cleaning may be done several times throughout the day; (12.3) unknown spills or objects will not be mixed with the sediment; and (12.4) if sediment is mixed with other pollutants, it will be disposed of properly at an authorized landfill. Streets are to be cleaned immediately and at minimum, before the next business day.

GENERAL NOTES

1.

All OPERATORS/CONTRACTORS must confirm with the APPLICANT that any and all applicable governmental approvals have been received prior to the start of work.
2.

BMP's may not be removed without INSPECTOR and applicable government approval.
3.

The APPLICANT, INSPECTOR, and CONTRACTORS/OPERATORS must adhere to all Good Housekeeping BMP's presented within the Omaha Regional Stormwater Design Manual Chapter 9 Section 9.6. Good Housekeeping BMP's focus on keeping the work site clean and orderly while handling materials and waste in a manner that eliminates the potential for pollutant runoff. Good Housekeeping BMP's such as Sanitary Waste Management (9.6.2), Solid Waste Management (9.6.3), Material Delivery & Storage (9.6.4), Street Cleaning/Sweeping (9.6.5), and Vehicle & Equipment Fueling (9.6.6) must be addressed when applicable. The aforementioned publications can be found at <http://www.omahastormwater.org>.

STANDARD DETAILS

NUMBER	NAME	LOCATION
9.5.2	Construction Entrance	Omaha Regional Stormwater Design Manual
9.5.3	Construction Road Stabilization	Omaha Regional Stormwater Design Manual
9.5.4	Silt Fence	Omaha Regional Stormwater Design Manual
9.5.5	Storm Drain Inlet Protection	Omaha Regional Stormwater Design Manual
9.5.16	Dust Control	Omaha Regional Stormwater Design Manual
9.5.19	Temporary Seeding	Omaha Regional Stormwater Design Manual
9.5.20	Permanent Seeding	Omaha Regional Stormwater Design Manual
9.5.21	Sodding	Omaha Regional Stormwater Design Manual
9.5.23	Soil Stabilization Blankets & Matting	Omaha Regional Stormwater Design Manual
9.5.25	Wattle	Omaha Regional Stormwater Design Manual
9.6.1	Construction Scheduling & Matting	Omaha Regional Stormwater Design Manua
9.6.2	Sanitary Waste Management	Omaha Regional Stormwater Design Manual
9.6.3	Solid Waste Management	Omaha Regional Stormwater Design Manual
9.6.4	Material Delivery And Storage	Omaha Regional Stormwater Design Manual
9.6.5	Street Cleaning/Sweeping	Omaha Regional Stormwater Design Manual
9.6.6	Vehicle And Equipment Fueling	Omaha Regional Stormwater Design Manual
9.6.8	Concrete Washout	Omaha Regional Stormwater Design Manual

The Omaha Regional Stormwater Design Manual can be found at: <http://www.omahastormwater.org>.
The City of Omaha Standard Plates are at: <http://publicworks.cityofomaha.org/2024-standard-plate-list>

SEEDING NOTES:

1.

Seed to be installed as per City of Omaha specifications. Use the Type 'Channel Seed Blend' seed. Contractor shall refer to plans for specific locations of which seed to be installed.
2.

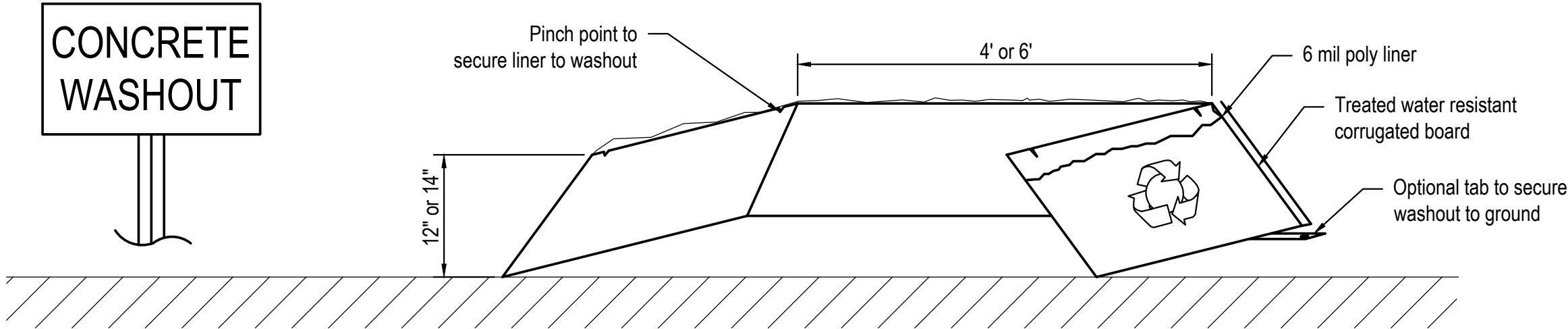
Contractor to use Rolled Erosion Control Type - I or Approved Equivalent.
3.

Soil prep and fine grading shall be included in the price bid for seeding.
4.

Contractor to coordinate work with other amenities/utilities contractors & silt fence removal (if needed).

CONSTRUCTION ACTIVITIES & SCHEDULING

ACTIVITY	SCHEDULE
Install all BMP's needed and associated with the Grading Phase such as stabilized construction entrances, silt basins, riser pipes, outlet pipes, silt traps, silt fence, diversions, terraces, etcetera.	Prior to any stripping of existing vegetation or grading.
Proceed with stripping of existing vegetation and grading in accordance with the grading plan, while disturbing no more than is necessary.	After Installing all BMP's needed and associated with the Grading Phase. Furthermore, INSPECTOR approval must be obtained before the start of any stripping of existing vegetation or grading.
Proceed with infrastructure installation.	Infrastructure installation must occur prior to any lot development.
Implement the installation of Temporary Seeding, Permanent Seeding, and/or Mulching.	Stabilization measures must be initiated as soon as possible in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.
Implement the Installation all BMP's needed and associated with the Building Phase.	Building Phase BMP's must be installed concurrently with lot development.
Proceed with removal of BMP's.	BMP's may not be removed until each impacted drainage basin has been fully developed. Full development shall mean installation of pavement, buildings, and utilities, landscaping, and fully established permanent seeding. Furthermore, INSPECTOR approval must be obtained before the removal of any BMP's.



NOTES:

1.

The concrete washout area shall be installed prior to any concrete placement on this project. Install washout area on a level surface. Use Disposable Concrete Washout or approved equal conforming to Section 9.6.8 of the Omaha Regional Stormwater Design Manual.
2.

Signs shall be placed as necessary to clearly indicate the location of the concrete washout.
3.

The concrete washout area will be replaced as necessary to maintain capacity for waste concrete and other liquid waste.
4.

Washout residue shall be removed from the site and disposed of at an approved waste site.
5.

Do not mix excess amounts of fresh concrete or cement on-site.
6.

Do not wash out concrete trucks into storm drains, open ditches, streets, or streams.
7.

Do not dump excess concrete in non-designated dumping areas.
8.

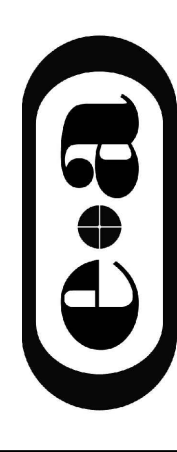
Locate washout area at least 50' (15 meters) from storm drains, open ditches, or waterbodies.
9.

Wash out wastes into the Outpack Washout as shown where the concrete can set, be broken up, and then disposed of properly.

CONCRETE WASHOUT
NOT TO SCALE



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services



PORTAL RIDGE
BANK STABILIZATION - NORTH

SID 276
SARPY COUNTY, NEBRASKA

SITE RESTORATION
NOTES



Revisions	Description	Date
1	AS SHOWN	7/10/2024

Proj No:

2005.054.007

Date:

JULY 2024

Designed By:

JAS

Drawn By:

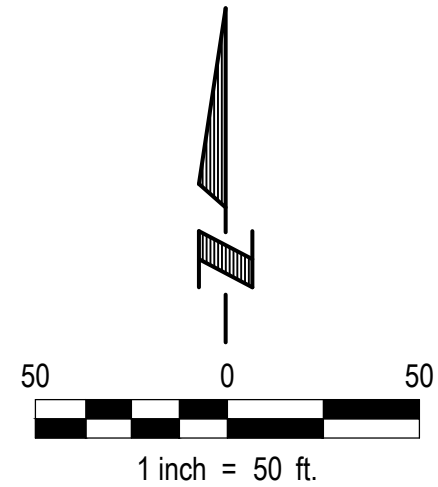
MUG

Scale:

AS SHOWN

Sheet:

7 of 8



PLANT SCHEDULE - REPLACEMENTS

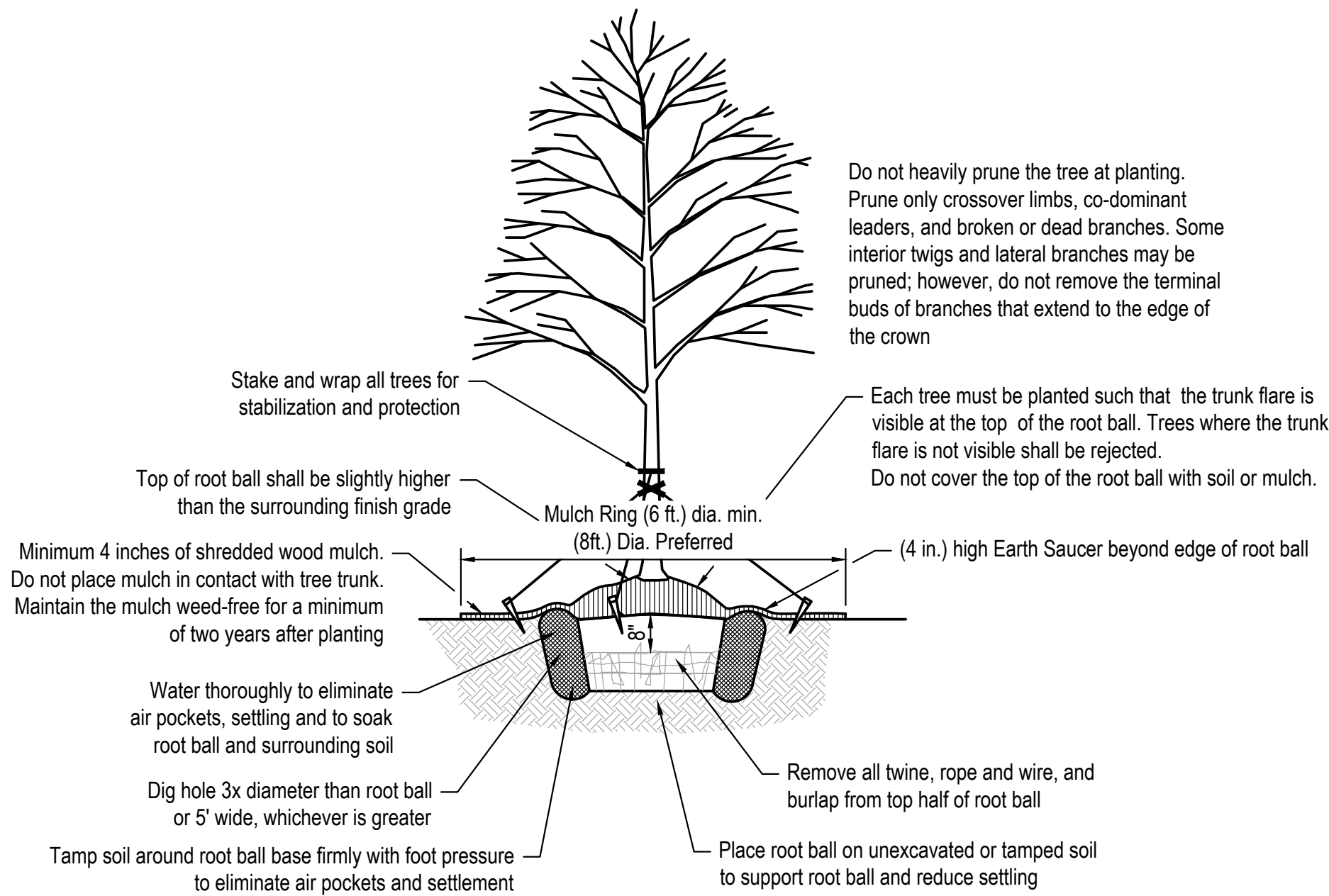
SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	1	Quercus bicolor	Swamp White Oak	3"	B&B
B	2	Picea pungens	Colorado Blue Spruce	6'-7'	B&B

NOTES:

- Landscape contractor shall coordinate with E & A Consulting Group, Inc. landscape architect on planting location of replacement trees.
- Landscape contractor must coordinate with all utilities and general contractor to field verify all utility locations that may conflict with all proposed tree planting locations on the project site.

LANDSCAPE NOTES:

- Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to the Owner.
- All plant material shall be of good quality and sizes shall meet required size specifications.
- All plant material are to be watered in immediately after planting and then watered once a week for a period of two months from time of planting.
- All plant material shall be guaranteed to be in a live and healthy growing condition for two full growing seasons (trees) after final project acceptance or shall be replaced free of charge with the same size and species including labor.
- Verify all dimensions and conditions prior to starting construction. The location of plant material is critical and shall be field verified by E & A Consulting Group, Inc. landscape architect prior to installation. Field adjustments may be necessary based on field conditions (i.e., root ball and drop inlet conflict). All adjustments must be approved by the landscape architect.
- The Landscape Contractor shall remove all construction debris and materials injurious to plant growth from planting pits and beds prior to backfilling with planting mix. All planting areas shall be free of weeds and debris prior to any work.
- Provide locally available shredded hardwood mulch on all trees and in all planting beds to a 4 inch maximum depth unless otherwise noted. Mulch ring to extend 1'-0" minimum beyond planting pit. Minor site grading to be included if needed.
- All trees are to be staked for a period of not less than one year from time of planting. Contractor shall remove all staking after one year.
- Contractor to coordinate work with other amenities contractors.



TREE PLANTING DETAIL - B & B TREE

NOT TO SCALE

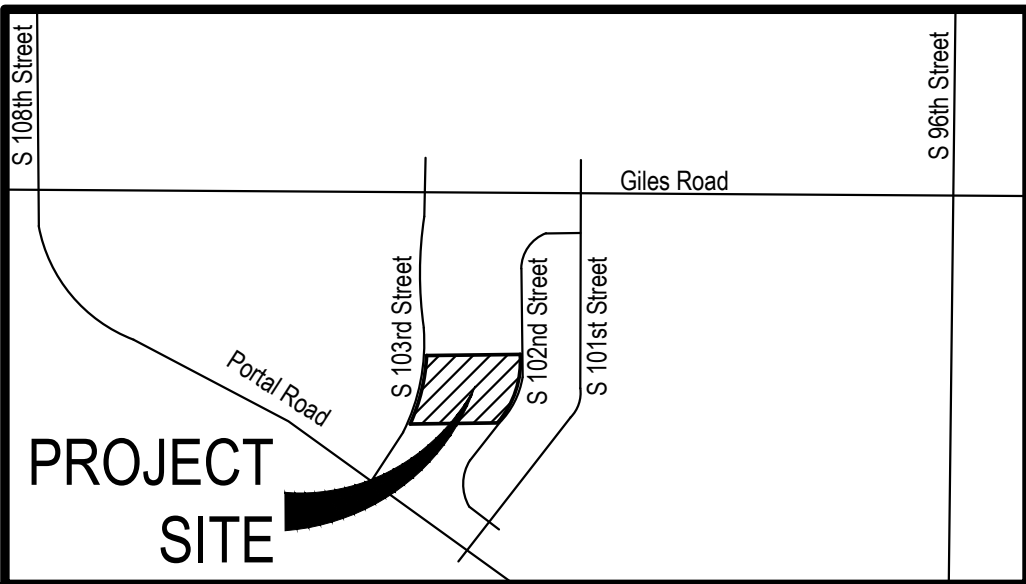
PORTAL RIDGE

BANK STABILIZATION - SOUTH

Located in the NW 1/4 of Section 21, Township 14, Range 12 EAST, of the 6th P.M.

SID NO. 276

SARPY COUNTY, NEBRASKA



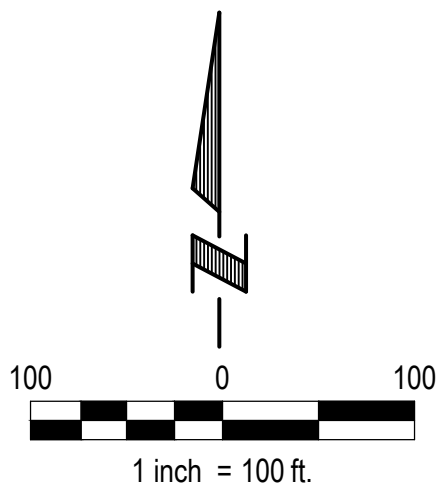
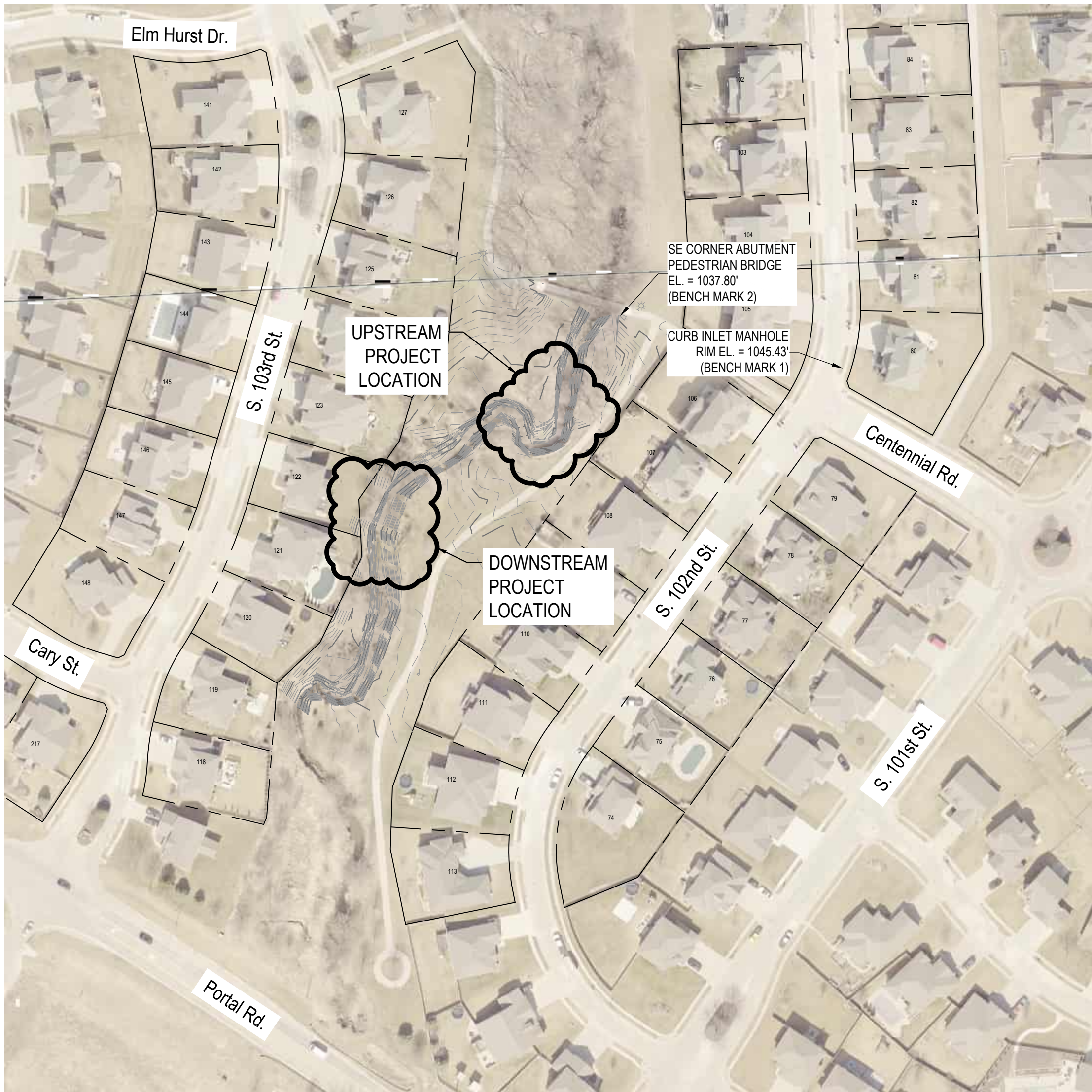
VICINITY MAP

APPROXIMATE BID QUANTITIES

ITEM	DESCRIPTION	QUANTITY	UNIT
1	MOBILIZATION/DEMOBILIZATION	1	LS
2	MAINTAIN TRAFFIC CONTROL	1	LS
3	INSTALL CONSTRUCTION ENTRANCE	1	EA
4	INSTALL SILT FENCE	580	LF
5	CONSTRUCT TEMPORARY SAFETY FENCE	65	LF
6	CLEARING AND GRUBBING - GENERAL	1	LS
7	CLEARING AND GRUBBING - TREES OVER 9" TO 18" DIAMETER	10	EA
8	CLEARING AND GRUBBING - TREES OVER 36" TO 48" DIAMETER	6	EA
9	REMOVE AND REINSTALL FENCE	75	LF
10	REMOVE AND REINSTALL TRAIL BENCH	1	EA
11	REMOVE AND REINSTALL TRAIL SIGN	1	EA
12	REMOVE EXISTING CONCRETE SIDEWALK	6430	SF
13	CONSTRUCT SHEET PILE	4010	SF
14	CONSTRUCT 2" PERFORATED UNDERDRAIN PIPE	240	LF
15	CONSTRUCT 4" PCC SIDEWALK	6430	SF
16	REPAIR CURB AND GUTTER	15	LF
17	PLACE TOPSOIL	170	SY
18	INSTALL SEEDING - TYPE 'CHANNEL SEED BLEND'	170	SY
19	INSTALL ROLLED EROSION CONTROL - TYPE I	170	SY
20	INSTALL SEEDING - TYPE 'B SEED BLEND'	3030	SY
21	INSTALL MULCHING	3030	SY
22	INSTALL PRINCETON SENTRY COLUMNAR GINKGO PLANT MATERIAL	4	EA
23	INSTALL BLACK HILLS SPRUCE PLANT MATERIAL	2	EA
24	INSTALL FIREDANCE DOGWOOD PLANT MATERIAL	14	EA
25	INSTALL RED OAK PLANT MATERIAL	3	EA
26	INSTALL HACKBERRY PLANT MATERIAL	4	EA

BENCHMARKS

- BENCH MARK 1: CHISELED "X", EAST RIM OF A CURB INLET MANHOLE, FIRST CURB INLET NORTH OF CENTENNIAL ROAD ON THE EAST SIDE OF 102ND STREET. BOOK 4494, PAGE 13.
ELEVATION: 1045.43'
- BENCH MARK 2: BOTTOM OF STAR DRILL HOLE WITH CHISELED "X" ON TOP OF THE SOUTHEAST CORNER OF THE ABUTMENT OF A PEDESTRIAN BRIDGE. BOOK 4494, PAGE 13.
ELEVATION: 1037.80'



SHEET NO.	DESCRIPTION
1	COVER
2	NOTES
3	ACCESS I
4	ACCESS II
5	SITE PLAN AND CROSS SECTIONS I
6	SITE PLAN AND CROSS SECTIONS II
7	DETAILS
8	SITE RESTORATION I
9	SITE RESTORATION II
10	SITE RESTORATION III
11	SITE RESTORATION NOTES
12	LANDSCAPE REMOVALS PLAN
13	LANDSCAPE PLAN

PROJECT INFORMATION				
<input checked="" type="checkbox"/> Project Number Assigned by PWD	<input checked="" type="checkbox"/> Grading Permit Project Number Assigned by PWD	276 SID Number	TBD Estimated Start Date	TBD Estimated Completion Date
Portal Ridge Bank Stabilization - South Project Name		Portal Ridge Subdivision Name		
S. 102nd St. and Giles Road Address		LaVista City	Nebraska State	68128 Zip Code
<input checked="" type="checkbox"/> City Council Resolution Number Granting Project Approval	<input checked="" type="checkbox"/> City Council Ordinance Number Granting Project Approval	<input checked="" type="checkbox"/> City Council Resolution/Ordinance Approval Date		
PROJECT DESCRIPTION				
APPLICANT		DESIGNER		
SID #276 Steven Slezak, Chairman 11440 West Center Road, Ste. C Omaha, NE 68144 P: 402.334.0700 F: 402.334.0815 mjohanson@fdjlaw.com		E & A Consulting Group, Inc Travis A. Figard, P.E. 10909 Mill Valley Road, Suite 100 Omaha, NE 68154 P: 402.895.4700 F: 402.895.3599 tfigard@eacg.com		
INSPECTOR		CONTRACTOR		
E & A Consulting Group, Inc Randall L. Pierce, P.E. 10909 Mill Valley Road, Suite 100 Omaha, NE 68154 P: 402.895.4700 F: 402.895.3599 rpierce@eacg.com				

GENERAL NOTES

1. All project procedures, materials, bonds and reserves shall conform to the City of Omaha's Standard Specifications for Public Works Construction, 2024 Edition ("Standard Specifications"). It is the responsibility of the CONTRACTOR to be familiar with the contents of the Standard Specifications. The Standard Specifications can be found at: <https://publicworks.cityofomaha.org/contractors-consultants2/contractors/standard-plates-curb-ramps-and-specifications>
2. References to "Standard Plates" refers to the City of Omaha's 2024 Standard Plate list. These Standard Plates can be found at: <https://publicworks.cityofomaha.org/2024-standard-plate-list>

The CONTRACTOR is referred to the following Standard Plates for use on this project:

PLATE NO.	DESCRIPTION	REVISION DATE
502-01 1002-02	Concrete Curbs Pavement Repair	02/13/2024 02/13/2024

3. Barricades shall conform to the Omaha Public Works "Barricading Standards, Specifications, Methods and Materials" and/or the "Manual on Uniform Traffic Control Devices" and any additions thereto. The aforementioned publications can be found at: https://publicworks.cityofomaha.org/images/PDF/TRAFFIC_BARRICADE_MANUAL_-_MARCH_2022.pdf and https://mutcd.fhwa.dot.gov/pdfs/2009rfr2r3/pdf_index.htm
4. The time limit to complete the work is listed in the Proposal in the Specifications.
5. The INSPECTOR shall certify the CONTRACTOR's Work adheres to and meets all construction specifications and plans; maintenance, safety, workmanship, and testing requirements; and applicable regulatory compliance issues.
6. Approval shall be obtained from the City of La Vista Public Works Department for all applicable public improvements prior to the commencement of construction. The CONTRACTOR shall check with the INSPECTOR for City of La Vista Public Works Department approval of the project before starting work.
7. The CONTRACTOR and INSPECTOR shall ensure all impacted government agencies (City of La Vista, Sarpy County, State of Nebraska, Corps of Engineers, Papio-Missouri River Natural Resource District, United States Federal Government, etc.) have granted all applicable permission to proceed with construction prior to mobilization. Furthermore, 48 hours prior to the commencement of construction, the INSPECTOR shall notify all concerned parties that work will be proceeding within each impacted government agency jurisdictional boundary.
8. Construction found to be unacceptable to the City of La Vista Public Works Department shall be removed and replaced at the CONTRACTOR's expense.
9. The INSPECTOR shall notify the following City of La Vista Public Works Department personnel 48 hours prior to all preconstruction meetings and 48 hours prior to the start of any construction: Pat Dowse, P.E., City of La Vista Engineer (Phone: 402-331-89274; email: pdowse@cityoflavista.org) and Brady Small, City of La Vista Street Superintendent; (Phone: 402-331-89274; email: bsmall@cityoflavista.org).
10. The INSPECTOR shall submit weekly progress reports to the following City of La Vista Public Works Department employees no later than the following week ending date: Pat Dowse, P.E., City of La Vista Engineer (Phone: 402-331-89274; email: pdowse@cityoflavista.org).
11. The INSPECTOR shall notify the following City of La Vista Public Works Department personnel 48 hours prior to lane closures and 24 hours prior to lane restrictions: Pat Dowse, P.E., City of La Vista Engineer (Phone: 402-331-89274; email: pdowse@cityoflavista.org) and Brady Small, City of La Vista Street Superintendent; (Phone: 402-331-89274; email: bsmall@cityoflavista.org).
12. All operations conducted on the premises, including the warming-up, repair, arrival, departure, or running of trucks, earthmoving equipment, construction equipment, and any other associated equipment shall be limited to the period between 7:00 A.M. and 6:00 P.M., Monday through Friday. No earthmoving or grading operations shall be conducted on the premises on Saturdays or Sundays or legal holidays, unless waived by the INSPECTOR and the City of La Vista Public Works Department.
13. The CONTRACTOR shall notify all impacted utility companies via One Call (dial 811 or 800-331-5666) 48 hours before work is started to verify utility locations.
14. The existence and location of any overhead or underground utility lines, pipes, or structures shown on these plans are obtained by a research of the available records. Existing utilities are approximate and for record purposes. Existing utilities are located on plans only for the convenience of the CONTRACTOR. Existing utility service lines may not be shown on the plans. The CONTRACTOR shall locate all underground and overhead interferences which may affect his operation during construction and shall take all necessary precautions to avoid damage to the same.
15. The CONTRACTOR shall take all precautionary measures necessary to protect existing utility lines, structures and street improvements which are to remain in place, from damage, and all such improvements or structures damaged by the CONTRACTOR'S operations shall be repaired or replaced satisfactory to the INSPECTOR and owning utility company at the expense of the CONTRACTOR.
16. All construction shall be as shown on these plans. Any revisions shall have the prior written approval of the DESIGNER and City of La Vista Public Works Department.
17. All coordinates shown are Nebraska State Plane Coordinates modified using a scale factor of 0.99962544.
18. Elevations are referenced to U.S.G.S. Datum, NAVD 88.
19. CONTRACTOR shall adjust all new and existing inlets, valve boxes, manhole rims, and sewer clean outs, etc. to finish grade as applicable whether or not they are shown on the plans.
20. The CONTRACTOR shall adhere to good housekeeping best management practices at all times. Good housekeeping best management practices focus on keeping the work site clean and orderly while handling materials and waste in a manner that eliminates the potential for pollutant runoff.
21. The construction documents (e.g., Contract, Bond, Insurance, Specifications, and Construction Plans) are essential and a requirement in one part is as binding as though occurring in all. Thus, the construction documents are complementary in nature. The documents describe and provide the complete construction project. The CONTRACTOR may not take advantage of any apparent construction project errors or omissions. The CONTRACTOR shall notify the INSPECTOR promptly of any omissions or errors. In the case of a discrepancy between parts of the construction documents, the most stringent construction methodology shall rule.

GENERAL NOTES

22. Prior to commencement of any construction, the CONTRACTOR shall be required to coordinate and establish construction control with the ENGINEER. The CONTRACTOR shall carefully preserve all construction control that may include, but not limited to, benchmarks, reference points, and other survey reference monuments or markers.
23. The CONTRACTOR shall be responsible for coordinating their work with the ENGINEER in requesting line stakes and grades. The OWNER will not be responsible for delays due to lack of grades or line stakes.
24. The CONTRACTOR shall be charged for replacing construction stakes and lot pins which are destroyed by their operations.
25. The CONTRACTOR is hereby referred to Subsection 100.03-E of the Standard Specifications relative to cleaning of the work area. The final estimate will not be processed until the CONTRACTOR has satisfactorily cleaned and flushed the pavement slab of all rubbish, excess material, mud and debris, and all parts of the work area have been left in a neat and presentable manner. All disturbed right-of-way areas shall be restored to a level and smooth section prior to acceptance of the work.

GENERAL GRADING NOTES

1. The CONTRACTOR shall comply with all OSHA regulations. OSHA's Construction Standards for Excavations require that the Contractor's excavation activities follow certain worker safety procedures. Excavations over 4 feet deep shall be sloped back, shored, or shielded. The maximum allowable slope for an unbraced excavation in these soils is 1H:1V and 1.5H:1V respectively, although other provisions and restrictions apply. The Contractor is solely responsible for site/excavation safety and compliance with OSHA regulations.
2. A Geotechnical Exploration Report has been prepared for this project and is incorporated herein by reference. All recommendations of said report shall be followed in performing grading, paving, and utility operations. See Geotechnical Report prepared for this project by Thiele Geotech Inc, dated November 29, 2023.
3. No tree removal shall occur between April 1 and September 1 unless a migratory bird inventory has been completed and no nesting of migratory birds is found. Tree removal between June 1 and July 31 shall require a bat roosting inventory.
4. The CONTRACTOR shall obtain all necessary demolition permits prior to beginning demolition activities on site.
5. The cost of the demolition permit, pre-demolition inspections, utility disconnect expenses, and any other expenses necessary to comply with demolition permits and regulations shall be paid for by the CONTRACTOR.
6. The CONTRACTOR shall implement dust control measures during demolition, removal and construction activities.
7. All rubbish, unsuitable material, debris, equipment, etc., resulting from demolition work shall be disposed of properly and in a legal manner.
8. The CONTRACTOR shall maintain positive drainage in existing road ditches and culverts draining into the project area.
9. The CONTRACTOR shall maintain and preserve utilities that traverse the site and serve premises as long as those utilities are required.
10. Initial stripping can occur only in an area of cut and the corresponding fill area required to construct the embankment along the downstream side of the basins. At the end of each day, when weather conditions warrant, and until such time as it is possible to construct sediment basins, the CONTRACTOR shall construct a sediment trap at any and all low spots where water falling on bare ground might leave the site. The temporary sediment traps shall conform to the Omaha Regional Stormwater Design Manual, Section 9.5.14. Once the sediment basin has been constructed and approval given by the INSPECTOR, stripping can occur throughout the balance of the site.
11. Topsoil shall be stripped to a depth of at least 4" and stockpiled on site for redistribution in future unpaved areas upon completion of grading. The location of the stripping stockpiles are at the discretion of the CONTRACTOR; however, stockpiles must be located within an area protected by stormwater pollution prevention measures.
12. Following stripping operations and removal of any observed unsuitable soils, the exposed soils shall be proofrolled with a fully loaded, tandem axle dump truck providing a minimum gross weight of 25 tons, or other equipment with an equivalent subgrade loading. Unsuitable soils observed during proofrolling shall be improved by scarification to a 9" depth and recompactd. Scarified soils which cannot be recompactd to specified density shall be undercut and replaced with stable fill.
13. Existing ditches and eroded areas shall be undercut a minimum of 12 inches on all bottoms and sides prior to placement of any fill. Separate payment will not be made for undercutting.
14. Fill and backfill material shall be impervious material (clay/silt) free of frost, snow, ice, concrete, brick, stone, refuse, cinder ashes, organic matter, or any other material deemed unsuitable by the ENGINEER.
15. All structural fill and backfill soils shall be low plasticity, cohesive soil that are free of organic material or debris. Structural fill/backfill materials shall have a Liquid Limit less than 45 and a Plasticity Index less than 20. Excavated site soils will generally be suitable for use as structural fill.
16. Fill Compaction Requirements:
Shallow Foundations -
Areas to receive fill shall be scarified to a minimum depth of 6". Fill shall be placed in lifts not to exceed 8" in loose thickness. Structural Fill shall be compacted to a minimum of 95% of the maximum dry density ASTM D-698 (Standard Proctor) ASTM D1557 (Modified Proctor) // at a moisture content between -1 and +3% of optimum. The Geotechnical Engineer shall observe and test bearing soils exposed in all foundation excavations.
All Other Locations -
Areas to receive fill shall be scarified to a minimum depth of 6". Fill shall be placed in lifts not to exceed 8" in loose thickness. Structural Fill shall Be compacted to a minimum of 95% of the maximum dry density (ASTM D-698, Standard Proctor) ASTM D1557 (Modified Proctor) at a moisture content between -1 and +3% of optimum.
17. PCC Sidewalks: Prepare subgrade as per notes and specifications identified on the Site Restoration Sheets.
18. Backfill soils around foundations, basement walls and retaining walls shall be compacted to a minimum of 95% of the maximum dry density (ASTM D-698, Standard Proctor) at a moisture content between -1% and +3% of optimum. Fill shall be placed in loose lifts appropriate to the equipment and methods used for compaction. Granular backfill shall not be used around foundation elements.

GENERAL GRADING NOTES

19. Backfill soils in utility trenches shall be compacted to a minimum of 95% of the maximum dry density as per ASTM D698 (Standard Proctor) at a moisture content between -1% and +3% of optimum. Fill shall be placed in loose lifts appropriate to the equipment and methods used for compaction. Granular backfill shall not be used in exterior trenches. A "trench plug" shall be constructed to a distance 5 feet from face of building exteriors. The plug material shall consist of a clay compacted at a water content at or above the soil's optimum water content. The clay fill should be placed to completely surround the utility line and compacted as described above.
20. Imported fill material, if required, shall be free of organic matter and debris, and shall be a clean, inorganic silt or lean clay with a Liquid Limit less than 45 and a Plasticity Index less than 20. Imported material shall not contain any foreign material or debris with a dimension greater than 3".
21. Any excess material shall be disposed of at an off-site at a location determined by the Contractor.
22. If unstable soils are encountered in the bottom of shallow foundations or subgrade areas, the Contractor shall implement over-excavation and backfill practices with a more suitable material. The Contractor shall contact the Geotechnical Engineer to identify limits and depths of over-excavation.
23. The Recommendations of the Geotechnical Report shall control in all instances where subgrade preparation, backfill and compaction are concerned.
24. All excavations shall be backfilled with suitable material and compacted as structural fill.
25. Where open excavations are not backfilled within 24 hours, the CONTRACTOR shall encircle the open area by a standard snow fence.
26. Fill placed on a slope steeper than a 5H:1V shall be benched before placing fill, with a maximum riser height on the order of 2', separated by horizontal steps that are wide enough to accommodate compaction equipment.
27. Fill and Backfill shall be inspected and tested periodically at the discretion of the ENGINEER for adherence to material, compaction, and moisture specifications.
a. Fill or backfill failing to meet compaction and moisture content specifications shall be reworked and retested at the CONTRACTOR'S expense.
b. Material deemed unsuitable by the ENGINEER shall be removed and replaced. Reimbursement for removal of unsuitable materials will be made at the contract unit price for, "EXCAVATION ON-SITE (ESTABLISHED QUANTITY)".
30. The CONTRACTOR shall give the ENGINEER 72 hours notice to allow time to perform a survey check of the graded site prior to respreading topsoil. The CONTRACTOR shall obtain the ENGINEER's approval of the work prior to respreading topsoil or removing equipment from the site. Any re-mobilization or re-work required due to the circumstances described in this paragraph shall be performed by the CONTRACTOR at no additional cost.
31. The final grade of street rights-of-way shall be within 0.2' +/- of the design grade. The final grade of the lots shall be within 0.5' +/- of the design grade. Any re-mobilization or re-work required to meet these tolerances shall be performed by the CONTRACTOR at no additional cost.
32. Exposed project site soils shall be stabilized as shown in the Site Restoration Plan.
33. All disturbed areas except those adjacent to the installed sheet pile wall and the street rights-of-way shall receive sod. Complete sod bed preparation and placement in accordance with Omaha Standard Specifications for Public Works Construction 2024 - Section 802. The sod shall be a first-class representation of the existing conditions. Sod shall be free of noxious weeds and relatively free of all other weeds. Sod fertilizer shall be an inorganic product containing ten (10) to twelve (12) percent each of nitrogen, phosphorus, and potassium in a recognized plant nutrient form. Sod fertilizer shall be in accordance with the current provisions of the Nebraska Fertilizer Act of 1955.
34. Areas to receive erosion control matting shall be seeded in accordance with the City of Omaha Type "Channel Seed Blend" mix.

PAVEMENT CONSTRUCTION NOTES

1. The paving system (concrete or asphalt pavement, reinforcing, subgrade, signage, striping, etc) shall supplied and installed in accordance with the Standard Specifications.
2. Concrete for the pavement slab shall be in accordance with the City of Omaha Specifications for Public Works Construction 2024 unless otherwise shown on plans.
3. All integral curbs shall be Type "C" in accordance with City of Omaha Standard Plate 502-01 unless otherwise shown on plans.
4. Water-reducing admixture shall be added to all hand-placed and finished concrete.
5. All pavement removals shall be saw cut. Pavement shall be removed in complete panels. Pavement removal limits may be adjusted in the field to match existing joints.
6. The CONTRACTOR shall scarify and recompact the subgrade to a depth of one foot. The top 12" of subgrade as described shall be compacted to 90% maximum dry density as determined in accordance with the most current edition of ASTM D1557 (Modified Method) with moisture limits of -3% to +4% optimum.
7. If adverse weather conditions occur and paving subgrade becomes too wet for the CONTRACTOR to work and meet the requirements of the Standard Specifications, the ENGINEER shall determine and direct the CONTRACTOR to use a fly ash stabilized subgrade. The rate and installation requirements shall be determined by the Geotechnical ENGINEER to be appropriate for the project conditions. CONTRACTOR shall be paid for the actual cost of the materials plus five percent (5%) and shall be paid for the actual cost of labor and equipment necessary to place and work the fly ash into the subgrade.

PAVEMENT CONSTRUCTION NOTES

8. Concrete thickened edges per Standard Plate 501-01 and 501-02 are required at locations where proposed paving ties into existing paving. Thickened edges shall not be paid for directly, but shall be subsidiary to items for which payment is made. Tie bars shall be required as directed by the ENGINEER.
9. A white pigmented liquid membrane-forming curing compound that has been approved by the State of Nebraska Department of Transportation shall be applied within one (1) hour after the pass of the paving machine or placement by other means. Apply liquid membrane-forming curing compound at the concentration and application rate recommended by the manufacturer.
10. A diamond edge saw blade shall be used for cutting all required contraction and longitudinal pavement joints.
11. Under no conditions will heavy equipment be allowed on concrete paving without proper planking or bridging, and then only with the approval of the ENGINEER.
12. Any existing manholes within the right-of-way shall be adjusted to match final grade after paving. For existing manholes with frame seals, the external frame seals shall be removed and reinstalled after paving operations. Adjustment to grade of any storm sewer manholes constructed under this contract shall be subsidiary to manhole construction.
13. All manhole, inlet, and valve covers within or nearby the paving area shall be removed or covered prior to placing pavement to avoid excess damage and concrete slop. Covers that cannot be cleaned and restored to like new condition shall be replaced at the CONTRACTORS expense.
14. Streets shall not be opened to public traffic prior to final acceptance by the City of Omaha Construction Division. Final acceptance shall include rectification of all punch list items and the submittal of mylar as-built drawings. Contact Matt Grosse (Phone: 402-444-5282; Email: matthew.grosse@cityofomaha.org) to coordinate work associated with opening completed project streets.
15. The pavement shall be open for use in accordance with Section 500.03-O of the Standard Specifications.

SIDEWALK CONSTRUCTION NOTES

1. Sidewalk subgrade shall be prepared and compacted in accordance with the Standard Specifications. Subgrade compaction shall be incidental to the other bid items.
2. Concrete for the sidewalk slab shall be in accordance with the City of Omaha Specifications for Public Works Construction 2024 unless otherwise shown on plans.
3. Water-reducing admixture shall be added to all hand-placed and finished concrete.
4. Sidewalk widths shall be as shown on the plans. All dimensions referencing street pavement are shown to back of curb.
5. Sidewalk slope may be varied to suit existing conditions, but in no case shall the maximum cross slope exceed 2.0%, Variations to suit extreme conditions shall be as directed by the ENGINEER.
6. Within one (1) hour the concrete pavement shall be cured using a white pigmented liquid membrane-forming curing compound that has been approved by the State of Nebraska Department of Transportation. Apply liquid membrane-forming curing compound at the concentration and application rate recommended by the manufacturer.
7. Under no conditions will heavy equipment be allowed on concrete paving without proper planking or bridging, and then only with the approval of the ENGINEER. The pavement shall be open for use in accordance with Section 500.03 (O) of the Standard Specifications.
8. Rubble and waste materials shall be removed from the site and lawfully disposed, salvaged and recycled.
9. a) Joint spacing shall be equal to the width of the sidewalk.
b) Contraction joints shall be scoured to a minimum depth of T/4, where T is the sidewalk thickness.
c) Use sealing filler, hot poured type, on all expansion joints.



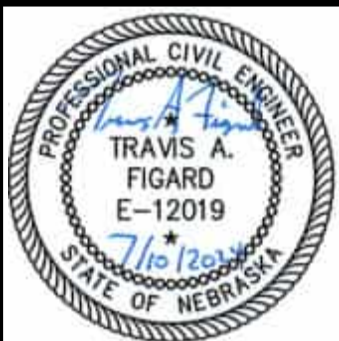
E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services



PORTAL RIDGE
BANK STABILIZATION - SOUTH

SID 276
SARPY COUNTY, NEBRASKA

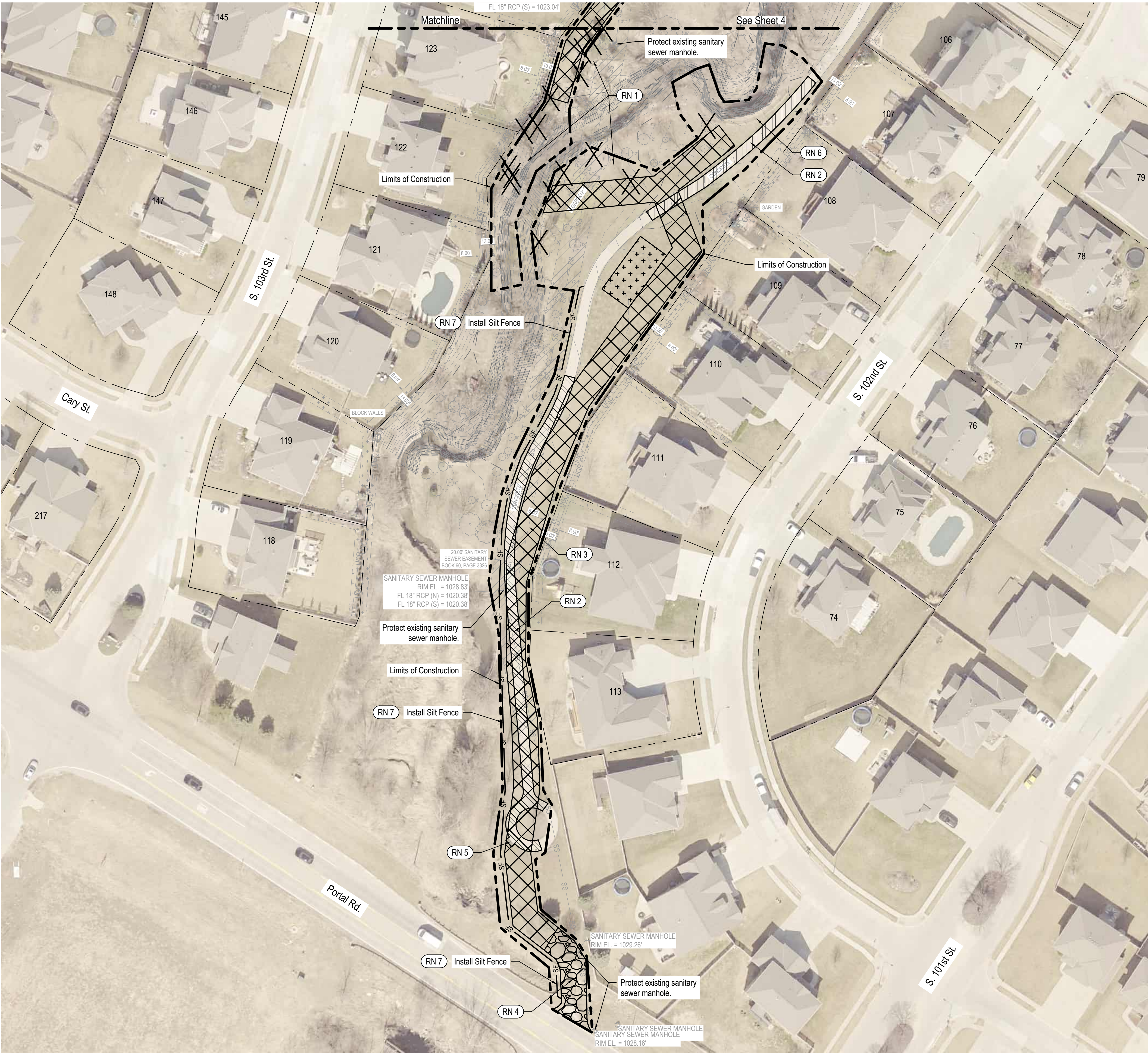
NOTES



Proj No:	Revisions		Date	Description
	Δ			
2005.054.009		JULY 2024	JAS	
			MIG	
			AS SHOWN	
		2	of	13

Met Comp

7/10/2024 3:43 PM K:\Project\2005054\009\Engineering\CAD Files\Grading\Portal Ridge Bank Stabilization\000.dwg



ne1call.com
Nebraska 811
know what's below.
Dial: 811
Call before you dig.

40 0 40
1 inch = 40 ft.

LEGEND

Existing Contours

Limits of Construction

Proposed Access Route - RN 3

Materials Staging Area

Construction Entrance - RN 4

4\" PCC Sidewalk Removal - RN 2

Tree Removal - RN 1

Silt Fence - RN 7

REFERENCE NOTES

- RN 1** Remove trees required for construction activities. Remove trees in accordance with City of Omaha Standard Specifications for Public Works Construction 2024, Section 102. Number of trees affected are shown on the Cover Sheet - Approximate Bid Quantities table. Trees less than 9\" in diameter shall be subsidiary to the General Clearing & Grubbing bid item.
- RN 2** Contractor shall remove existing sidewalk at nearest joint if possible, **4577 SF**, in accordance with City of Omaha Standard Specifications for Public Works Construction 2024, Section 105.
- RN 3** Contractor shall utilize access route for all heavy equipment necessary to install sheet pile at both project locations. Contractor shall protect existing concrete trail, fences, trees, and utilities when accessing the site via the proposed access route. Any damage to concrete, fences, trees and utilities shall be repaired or replaced to pre-construction conditions at the Contractor's expense.
- RN 4** Install and maintain a Construction Entrance, **1 EA**, and remove when construction activities are complete. Install per City of Omaha Standard Specifications for Public Works Construction 2024, Section 101 and Standard Plate Detail 101-04.
- RN 5** Contractor shall remove and reinstall trail bench, **1 EA**, in accordance with City of Omaha Standard Specifications for Public Works Construction 2024, Section 103.
- RN 6** Remove and reinstall existing wood post fence, **75 LF**, in accordance with City of Omaha Standard Specifications for Public Works Construction 2024, Section 103.
- RN 7** Install and maintain silt fence, **580 LF**, and remove when construction activities are complete. Install per City of Omaha Standard Specifications for Public Works Construction 2024, Section 101 and Standard Plate Detail 101-02.

GENERAL SHEET NOTES:

- Perform General Clearing and Grubbing within proposed access route, staging area, and excavation boundary, if necessary, in accordance with City of Omaha Standard Specifications for Public Works Construction 2024, Section 102. Contractor shall adjust staging area and access route locations to minimize tree removal.
- Contractor shall perform street cleaning daily, if necessary, to ensure street remains clear of debris.
- All infrastructure not identified for removal shall be protected by the Contractor. Damaged existing infrastructure shall be replaced or repaired to pre-construction condition at Contractor's expense.
- Contractor shall install and maintain temporary traffic control devices in accordance with City of Omaha Standard Specifications for Public Works Construction 2024 and Barricading Standards, Specifications, Methods and Materials 2022.

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

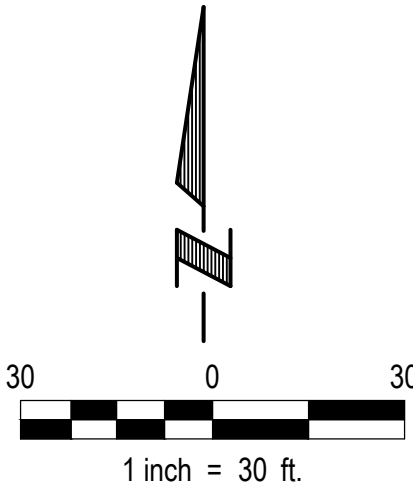
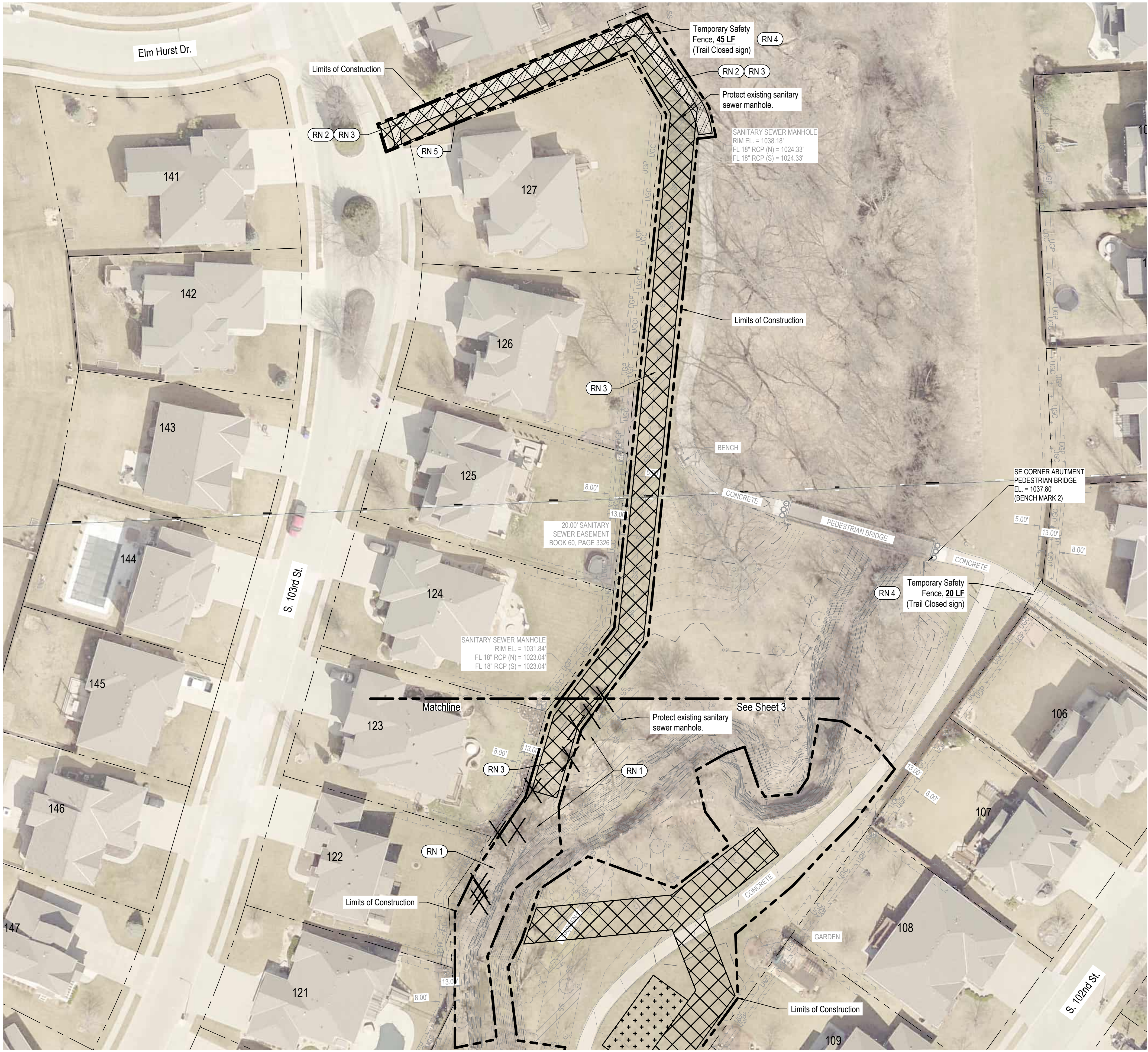


PORTAL RIDGE
BANK STABILIZATION - SOUTH
SID 276
SARPY COUNTY, NEBRASKA

ACCESS I



Revisions		Date	
Proj No:	2005.054.009	Designed By:	JAS
Date:	JULY 2024	Drawn By:	MUG
Scale:	AS SHOWN	Sheet:	3 of 13



LEGEND

- Existing Contours
- Limits of Construction
- Proposed Access Route - RN 3
- Materials Staging Area
- 4" PCC Sidewalk Removal - RN 2
- Tree Removal - RN 1
- Temporary Safety Fence - RN 4

REFERENCE NOTES

- RN 1** Remove trees required for construction activities. Remove trees in accordance with City of Omaha Standard Specifications for Public Works Construction 2024, Section 102. Number of trees affected are shown on the Cover Sheet - Approximate Bid Quantities table. Trees less than 9" in diameter shall be subsidiary to the General Clearing & Grubbing bid item.
- RN 2** Contractor shall remove existing sidewalk at nearest joint if possible, **1853 SF**, in accordance with City of Omaha Standard Specifications for Public Works Construction 2024, Section 105.
- RN 3** Contractor shall utilize access route for small equipment necessary to back fill sheet pile and perforated underdrain pipe installation. Small equipment shall not exceed standard skid-steer or mini-excavator in weight or size. Contractor shall protect existing personal property when accessing the site via the proposed access route. Any damage to private property shall be repaired or replaced to pre-construction conditions at the Contractor's expense.
- RN 4** Install orange plastic Temporary Safety Fence, **65 LF** total, across the existing concrete trail as shown on the plans, prior to construction activities commencing. Contractor shall install a 'trail closed' sign at each safety fence location. Signs are subsidiary to safety fence installation. Safety fence shall remain until completion of the project. Refer to City of Omaha Standard Specifications for Public Works Construction 2024, Section 807, and Standard Plate 807-02 for installation and maintenance requirements.
- RN 5** Contractor shall remove and reinstall sign, **1 EA**, in accordance with City of Omaha Standard Specifications for Public Works Construction 2024, Section 103.

GENERAL SHEET NOTES:

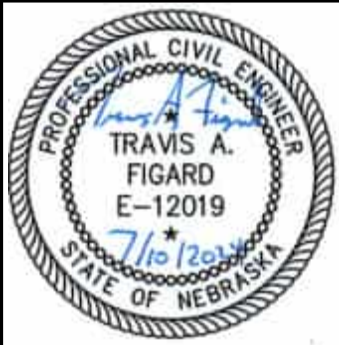
- 1. Perform General Clearing and Grubbing within proposed access route, staging area, and excavation boundary, if necessary, in accordance with City of Omaha Standard Specifications for Public Works Construction 2024, Section 102. Contractor shall adjust staging area and access route locations to minimize tree removal.
- 3. Contractor shall perform street cleaning daily, if necessary, to ensure street remains clear of debris.
- 4. All infrastructure not identified for removal shall be protected by the Contractor. Damaged existing infrastructure shall be replaced or repaired to pre-construction condition at Contractor's expense.
- 5. Contractor shall install and maintain temporary traffic control devices in accordance with City of Omaha Standard Specifications for Public Works Construction 2024.


E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services








PORTAL RIDGE
BANK STABILIZATION - SOUTH
SID 276
SARPY COUNTY, NEBRASKA

ACCESS II



Proj No: 2005.054.009		Revisions	
Date: JULY 2024			Description
Designed By: JAS			
Drawn By: MUG			
Scale: AS SHOWN			
Sheet: 4 of 13			

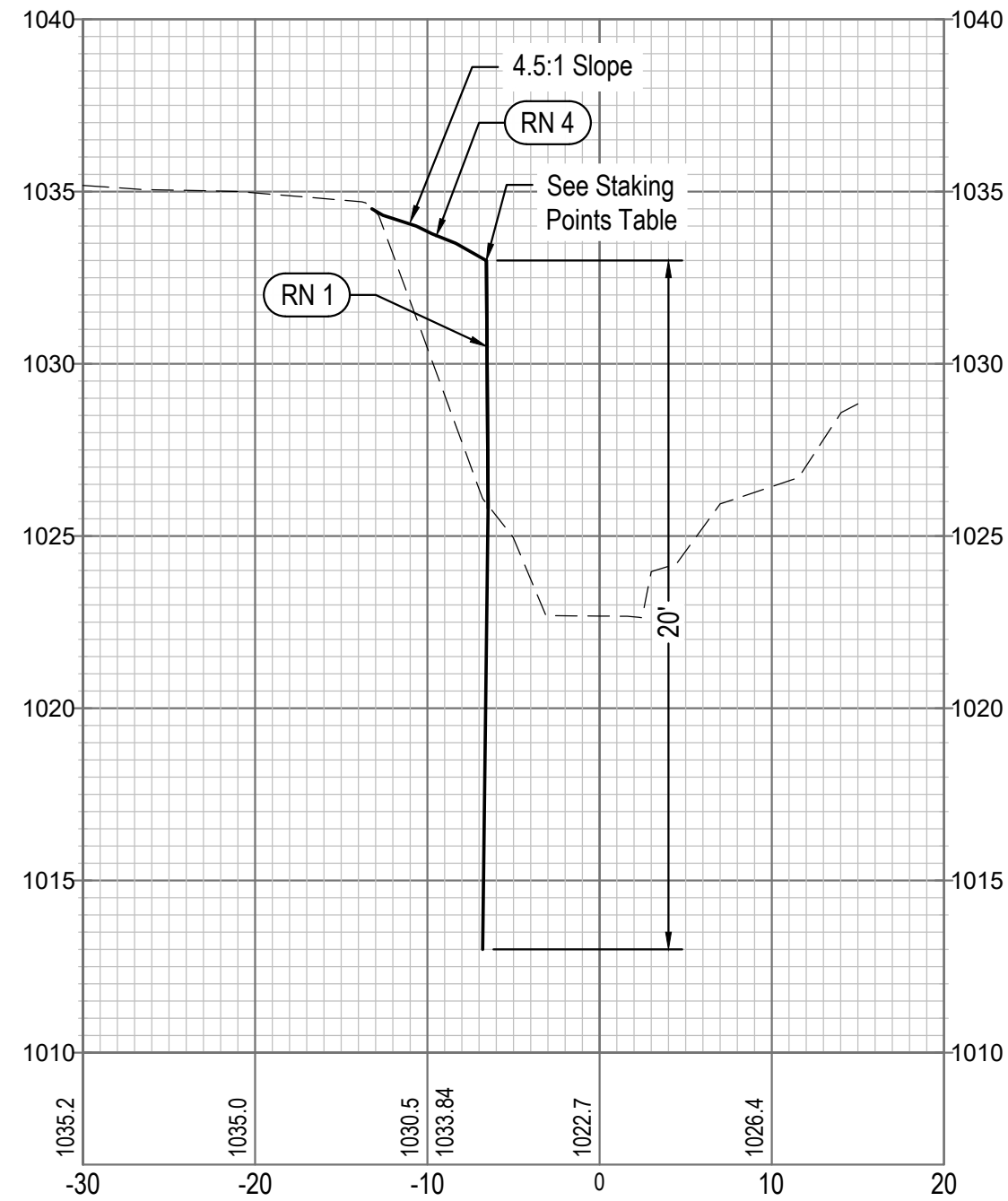
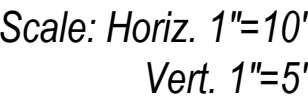


-  Existing Contours
 Proposed Contours
 Existing Fence
 Construction Limits
 Proposed Access Route

RN REFERENCE NOTES

- | | |
|------|--|
| RN 1 | Construct sheet pile retaining wall, 2040 SF , in accordance with City of Omaha Standard Specifications for Public Works Construction 2024 , Section 602. See detail on Sheet 7. Sheet pile shall be Skyline PZ22 sheet pile, or approved equal. See cross sections on this sheet. |
| RN 2 | Contractor shall utilize corner piles where horizontal deflections exceed maximum swing angle of ball and socket connections. |
| RN 3 | Contractor shall ensure sheet pile alignment has been field verified by the Engineer prior to installation. |
| RN 4 | Backfill sheet pile as shown in details on Sheet 7 and to the lines / grades shown on this sheet. |

SHEET PILE STAKING POINTS				
Point #	Northing	Easting	Top of Wall Elevation	Description
1	512740.2431	2722118.7898	1032.0	Sheet Pile Alignment
2	512731.8219	2722111.5354	1033.0	Sheet Pile Alignment
3	512713.3704	2722108.0265	1033.0	Sheet Pile Alignment
4	512709.7242	2722106.8829	1033.0	Sheet Pile Alignment
5	512706.2874	2722105.2839	1033.0	Sheet Pile Alignment
6	512703.8235	2722103.6195	1033.0	Sheet Pile Alignment
7	512702.4419	2722102.3681	1033.0	Sheet Pile Alignment
8	512700.6614	2722100.1884	1033.0	Sheet Pile Alignment
9	512699.0434	2722097.8351	1033.0	Sheet Pile Alignment
10	512696.9453	2722094.2469	1033.0	Sheet Pile Alignment
11	512695.5459	2722090.4006	1033.0	Sheet Pile Alignment
12	512694.8472	2722086.4298	1033.0	Sheet Pile Alignment
13	512693.7864	2722071.2480	1033.0	Sheet Pile Alignment
14	512703.3405	2722060.3439	1033.0	Sheet Pile Alignment
15	512707.3902	2722060.1016	1033.0	Sheet Pile Alignment
16	512712.3807	2722054.4765	1032.0	Sheet Pile Alignment



SHEET PILE WALL SECTION VIEW - STA. 0+30.00

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

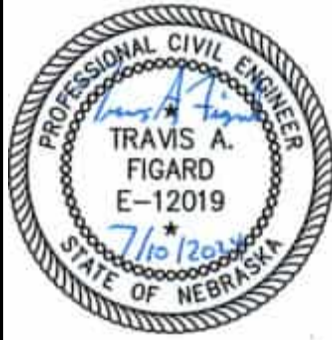
109 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.4700 • Fax: 402.895.3599
www.eacg.com
State of NE Certificate of Authorization #CA0008



PORTAL RIDGE
BANK STABILIZATION - SOUTH

SID 276
SARPY COUNTY, NEBRASKA

SITE PLAN AND CROSS SECTIONS I

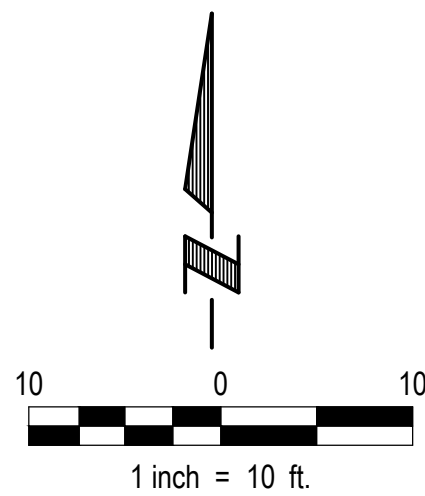


Proj No:	2005/054.009
Date:	JULY 2024
Designed By:	JAS
Drawn By:	MJC
Scale:	AS SHOWN
Sheet:	5 of 13

Matt Gimple 7/10/2024 3:43 PM K:\Projects\2005\054\p09\Engineering\CAD Files\Grading\Portal Ridge Bank Stabilization-000.dwg



SITE PLAN VIEW



LEGEND

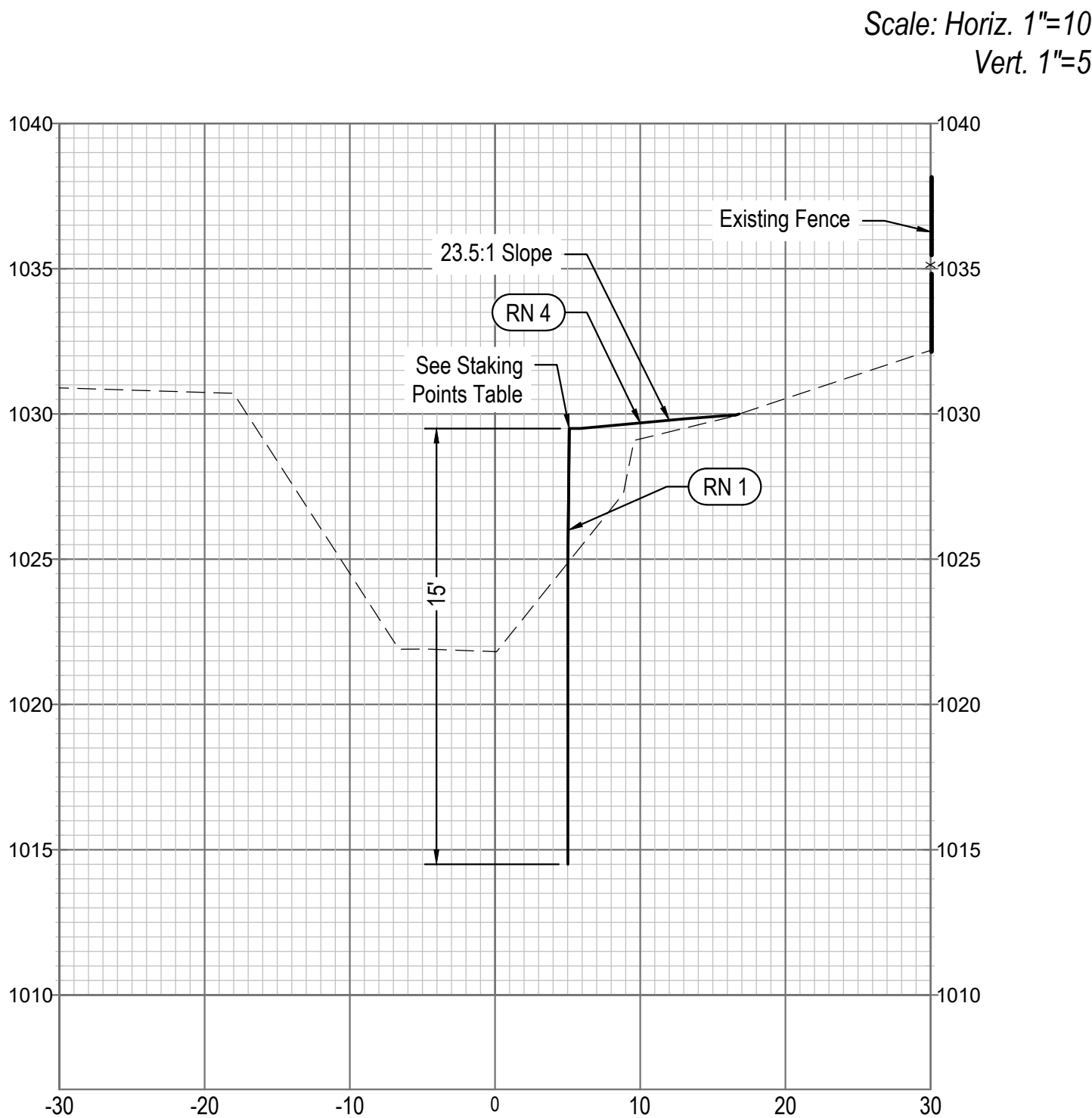
- Existing Contours
- Proposed Contours
- Existing Fence
- Construction Limits
- Proposed Access Route

REFERENCE NOTES

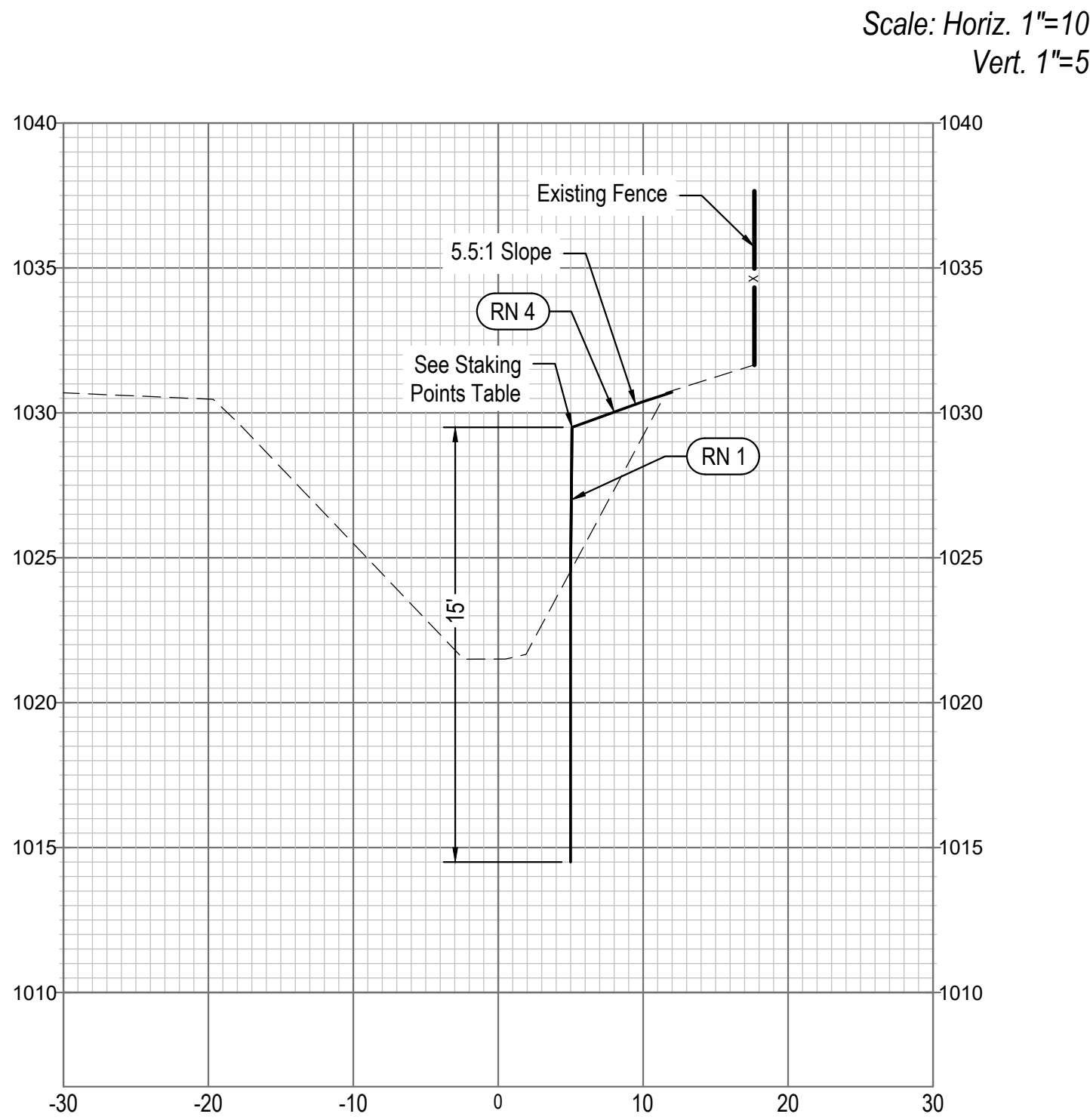
- RN 1 Construct sheet pile retaining wall, **1970 SF**, in accordance with City of Omaha Standard Specifications for Public Works Construction 2024, Section 602. See detail on Sheet 7. Sheet pile shall be Skyline PZ22 sheet pile, or approved equal. See cross sections on this sheet.
- RN 2 Contractor shall utilize corner piles where horizontal deflections exceed maximum swing angle of ball and socket connections.
- RN 3 Contractor shall ensure sheet pile alignment has been field verified by the Engineer prior to installation.
- RN 4 Backfill sheet pile as shown in details on Sheet 7 and to the lines / grades shown on this sheet.
- RN 5 All heavy equipment shall be confined to east bank. West bank access shall be limited to small equipment not to exceed standard skid-steer and mini-excavator.

SHEET PILE STAKING POINTS

Point #	Northing	Easting	Top of Wall Elevation	Description
17	512683.3398	2721941.1282	1029.5	Sheet Pile Alignment
18	512672.6011	2721940.3630	1029.5	Sheet Pile Alignment
19	512665.4728	2721931.8078	1029.5	Sheet Pile Alignment
20	512660.2638	2721927.3939	1029.5	Sheet Pile Alignment
21	512651.7637	2721922.2336	1029.5	Sheet Pile Alignment
22	512618.2832	2721907.2795	1029.5	Sheet Pile Alignment
23	512612.6445	2721905.8386	1029.5	Sheet Pile Alignment
24	512607.2232	2721905.2654	1029.5	Sheet Pile Alignment
25	512569.4901	2721907.3121	1029.5	Sheet Pile Alignment
26	512564.6427	2721903.0087	1029.5	Sheet Pile Alignment



SHEET PILE WALL SECTION VIEW - STA. 0+10.00



SHEET PILE WALL SECTION VIEW - STA. 0+90.00

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services



PORTAL RIDGE
BANK STABILIZATION - SOUTH
SID 276
SARPY COUNTY, NEBRASKA

SITE PLAN AND CROSS
SECTIONS II



Revisions	Description	Date
2005.054.009		JULY 2024
Designed By:	JAS	MUG
Drawn By:		AS SHOWN
Scale:		6 of 13
Sheet:		

Met Comp

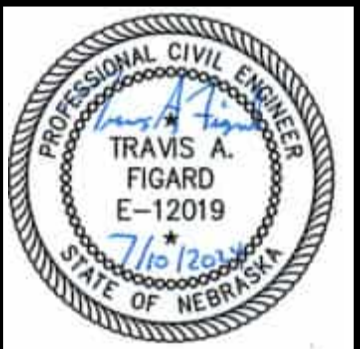
7/10/2024 3:43 PM K:\Project\2005054\009\Engineering\CAD File\Crossing/Portal Ridge Bank Stabilization-000.dwg

10309 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.3700 • Fax: 402.895.3559
www.eaeg.com
State of NE Certificate of Authorization #CA0008



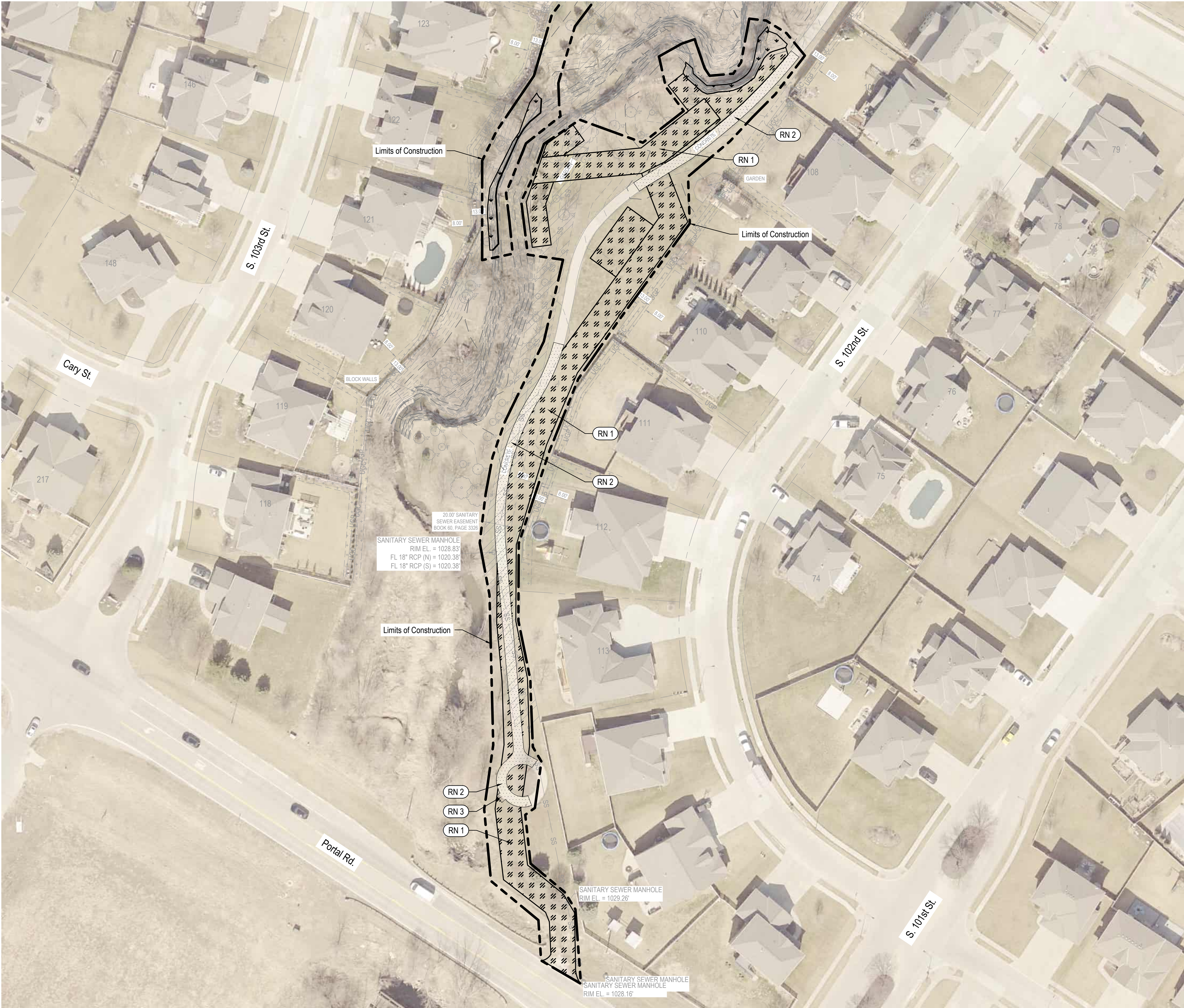
PORTAL RIDGE
BANK STABILIZATION - SOUTH
SID 276
SARPY COUNTY, NEBRASKA

DETAILS



Proj No:	2025.054.009
Date:	JULY 2024
Designed By:	JAS
Drawn By:	MJC
Scale:	AS SHOWN
Sheet:	7 of 13

-
- Proposed Finish Grade, See Cross Sections
- Stabilize and seed as indicated on the Restoration Plan
- 6" Min.
- 4"
- 6" Topsoil
- Mirafix 180N Geotextile Fabric, or approved equal
- Drain Fill, See Note 3
- 15" Min.
- Existing Channel Bank
- 2" Perforated Underdrain Pipe, See Note 1
- General Fill, See Note 4
- 4"
- 4" Min.
- 3" Min.
- Existing soil
- Skyline PZ22 Sheet Pile, or Approved Equal
- Existing Channel Bank
- Ordinary High Water Mark
- Varies, see Sheet 5 & 6 - Site Plan View for Top of Wall Elevations
- 20'

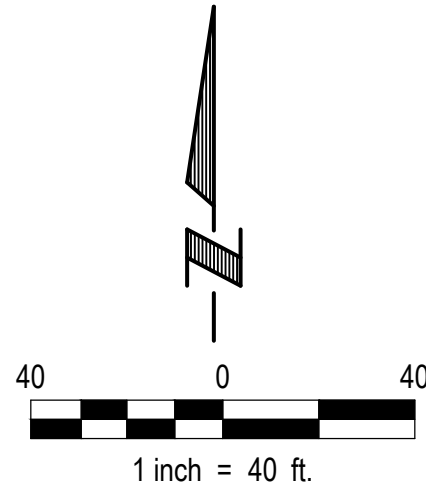


ne1call.com

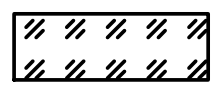
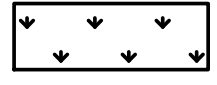
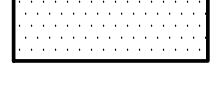

Nebraska 811

know what's below.
Call before you dig.

Dial: 811



LEGEND

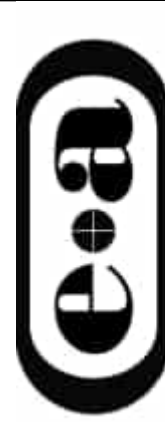
-  Seeding (B Seed Blend) & Mulch
-  Seeding (Channel Seed Blend) & Matting
-  4" PCC Sidewalk
-  Limits of Construction

RN REFERENCE NOTES

- RN 1** Disturbed area outside sheet pile backfill shall be seeded and mulched when construction activities are complete. Seeding shall be Type 'B Seed Blend', **2025 SY**, or approved equal, installed conforming to City of Omaha Standard Specifications for Public Works Construction 2024, Section 800. Mulch shall be hay or straw mulch, **2025 SY**, placed in accordance with City of Omaha Standard Specifications for Public Works Construction 2024, Section 800.
- RN 2** Construct 4" PCC Sidewalk, **4577 SF**, in accordance with City of Omaha Standard Specifications for Public Works Construction 2024, Section 500. See typical detail on Sheet 7.
- RN 3** Reinstall trail bench in accordance with City of Omaha Standard Specifications for Public Works Construction 2024, Section 103.

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

10309 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.1700 • Fax: 402.895.3559
www.eaeg.com
State of NE Certificate of Authorization #CA0008

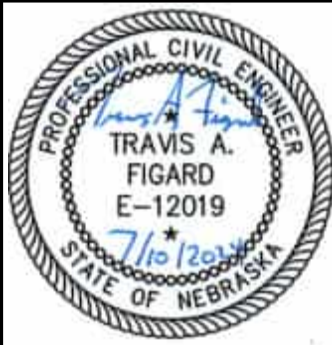


E & A CONSULTING GROUP, INC.
Engineering Answers

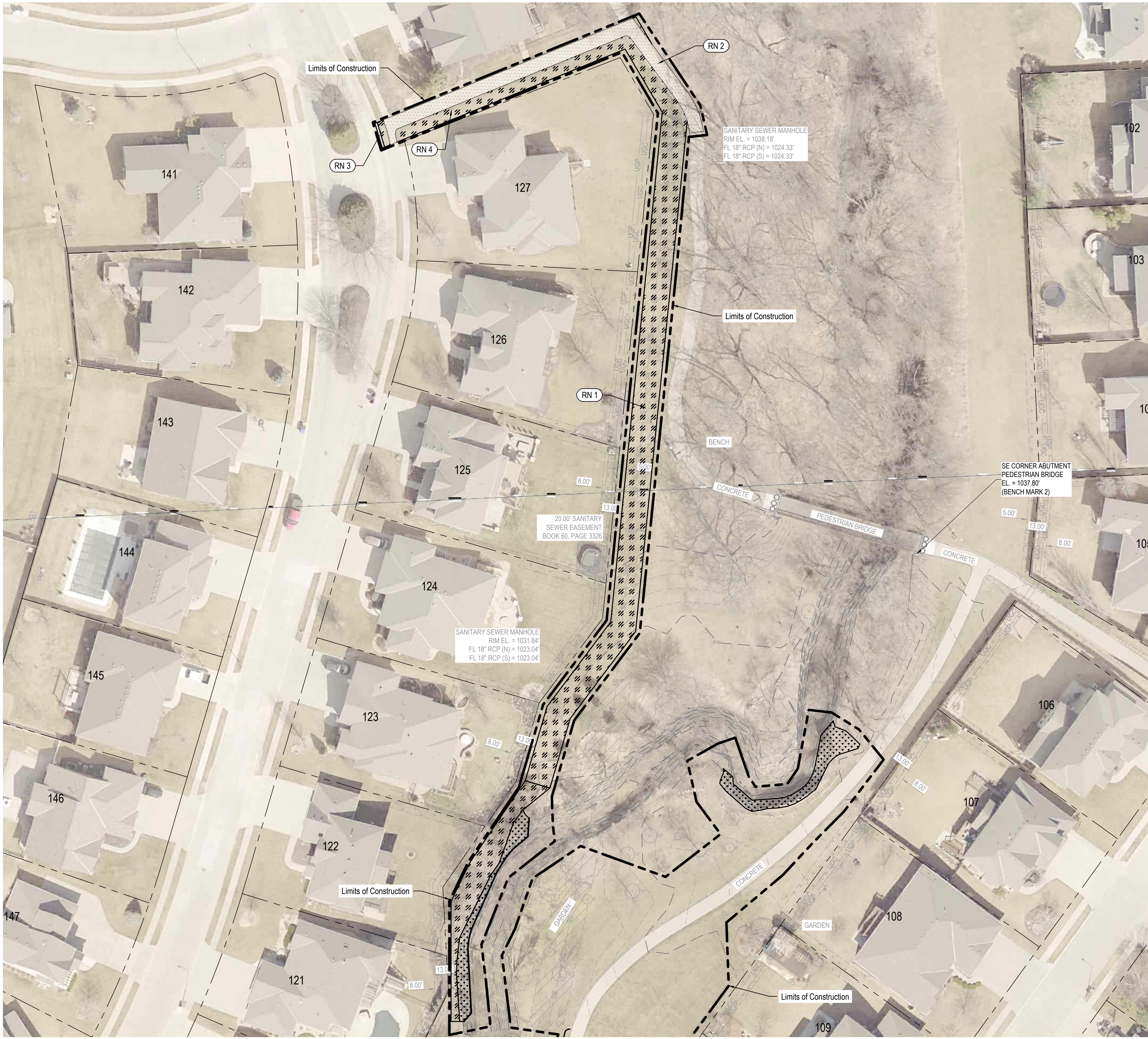
PORTAL RIDGE
BANK STABILIZATION - SOUTH

SID 276
SARPY COUNTY, NEBRASKA

SITE RESTORATION I



Proj No:	Revisions		Date	Description
	Δ			
2005.054.109				
Date:	JULY 2024	JAS		
Designed By:		MUG		
Drawn By:				
Scale:	AS SHOWN			
Sheet:	8	of	13	

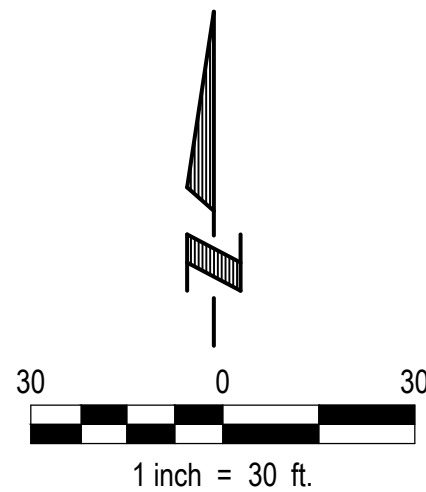


ne1call.com

Nebraska 811

know what's below.
Call before you dig.

Dial: 811



LEGEND

-
- Seeding (B Seed Blend) & Mulch

RN REFERENCE NOTES

- RN 1

Disturbed area outside sheet pile backfill shall be seeded and mulched when construction activities are complete. Seeding shall be Type 'B Seed Blend', **1005 SY**, or approved equal, installed conforming to City of Omaha Standard Specifications for Public Works Construction 2024, Section 800. Mulch shall be hay or straw mulch, **1005 SY**, placed in accordance with City of Omaha Standard Specifications for Public Works Construction 2024, Section 800.
- RN 2

Construct 4" PCC Sidewalk, **1853 SF**, in accordance with City of Omaha Standard Specifications for Public Works Construction 2024, Section 500. See typical detail on Sheet 7.
- RN 3

Contract shall repair curb and gutter, **15 LF**, in accordance with City of Omaha Standard Specifications for Public Works Construction 2024, Section 1002.
- RN 4

Reinstall sign in accordance with City of Omaha Standard Specifications for Public Works Construction 2024, Section 103.

E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services

10309 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.7700 • Fax: 402.895.3559
www.eaeg.com
State of NE Certificate of Authorization #CA0008

E & A CONSULTING GROUP, INC.

Engineering Answers

PORTAL RIDGE

BANK STABILIZATION - SOUTH

SID 276

SARPY COUNTY, NEBRASKA

SITE RESTORATION II

PROFESSIONAL CIVIL ENGINEER

TRAVIS A. FIGARD

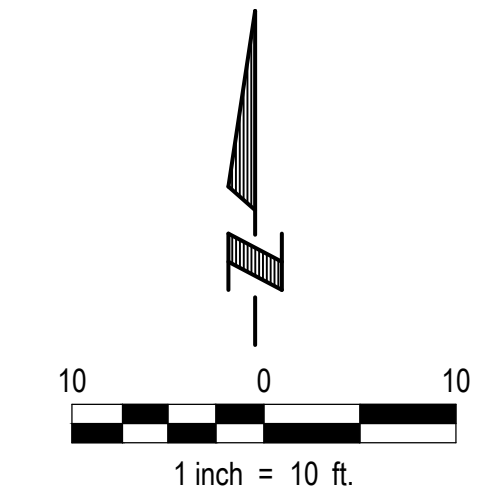
E-12019

STATE OF NEBRASKA

Revisions	Description	Date
1	AS SHOWN	7/10/2024 3:43 PM
2	AS SHOWN	7/10/2024 3:43 PM
3	AS SHOWN	7/10/2024 3:43 PM
4	AS SHOWN	7/10/2024 3:43 PM
5	AS SHOWN	7/10/2024 3:43 PM
6	AS SHOWN	7/10/2024 3:43 PM
7	AS SHOWN	7/10/2024 3:43 PM
8	AS SHOWN	7/10/2024 3:43 PM
9	AS SHOWN	7/10/2024 3:43 PM
10	AS SHOWN	7/10/2024 3:43 PM



UPSTREAM PLAN VIEW

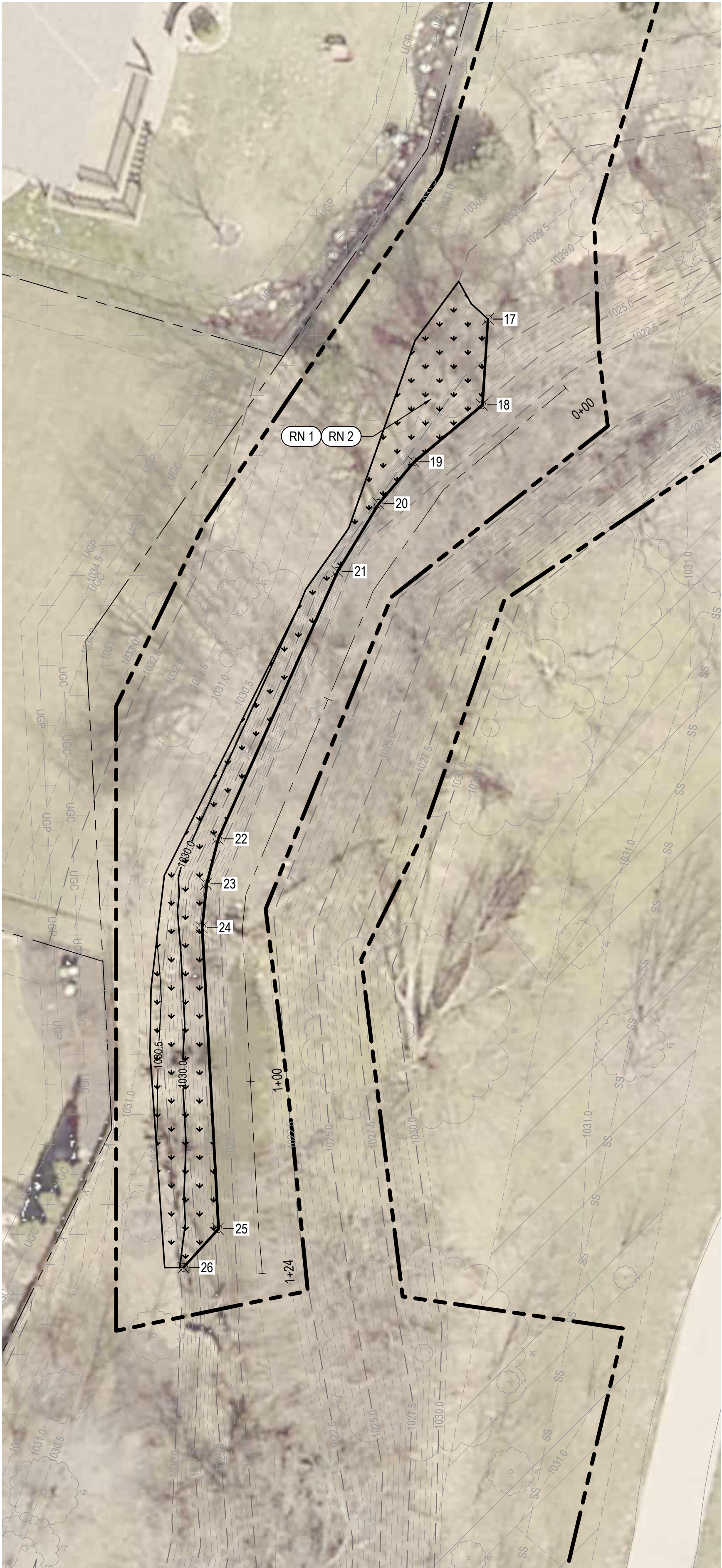


LEGEND

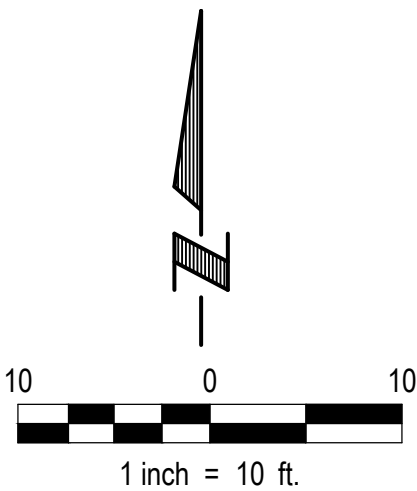
- Seeding & Matting
- Limits of Construction

RN REFERENCE NOTES

- RN 1 Place 6" of topsoil, **92 SY**, on top of compacted sheet pile backfill. Fine grade topsoil to proposed grade. Utilize stockpiled topsoil and imported topsoil (if needed) to achieve required thickness.
- RN 2 Sheet pile backfill area shall be seeded and matted with Rolled Erosion Control blanket once topsoil placement is complete. Seeding shall be Type 'Channel Seed Blend', **92 SY**, or approved equal, installed conforming to City of Omaha Standard Specifications for Public Works Construction 2024, Section 800. Contractor shall install Rolled Erosion Control - Type I blanket, **92 SY**, or approved equal, conforming to City of Omaha Standard Specifications for Public Works Construction 2024, Section 800 and installed according to manufacture's recommendations.



DOWNSTREAM PLAN VIEW



LEGEND

- Seeding & Matting
- Limits of Construction

RN REFERENCE NOTES

- RN 1 Place 6" of topsoil, **78 SY**, on top of compacted sheet pile backfill. Fine grade topsoil to proposed grade. Utilize stockpiled topsoil and imported topsoil (if needed) to achieve required thickness.
- RN 2 Sheet pile backfill area shall be seeded and matted with Rolled Erosion Control blanket once topsoil placement is complete. Seeding shall be Type 'Channel Seed Blend', **78 SY**, or approved equal, installed conforming to City of Omaha Standard Specifications for Public Works Construction 2024, Section 800. Contractor shall install Rolled Erosion Control - Type I blanket, **78 SY**, or approved equal, conforming to City of Omaha Standard Specifications for Public Works Construction 2024, Section 800 and installed according to manufacture's recommendations.

ne1call.com

Nebraska811

know what's below.

Dial: 811

Call before you dig.

E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services

10309 Mill Valley Road, Suite 100 • Omaha, NE 68154

Phone: 402.895.7700 • Fax: 402.895.3559

www.eaeg.com

State of NE Certificate of Authorization #CA0008

E & A CONSULTING GROUP, INC.

Engineering Answers

PORTAL RIDGE

BANK STABILIZATION - SOUTH

SID 276

SARPY COUNTY, NEBRASKA

SITE RESTORATION III

PROFESSIONAL CIVIL ENGINEER

TRAVIS A. FIGARD

E-12019

STATE OF NEBRASKA

Proj No:	2005.054.109
Date:	JULY 2024
Designed By:	JAS
Drawn By:	MUG
Scale:	AS SHOWN
Sheet:	10 of 13

Met Compse 7/10/2024 3:43 PM K:\Project\2005054\109\Engineering\CAD File\Grading\Portal Ridge Bank Stabilization-900.dwg

MAINTENANCE SCHEDULE:

The following Maintenance Schedule has been provided. The INSPECTOR must perform the Inspections. The OPERATOR/CONTRACTOR must perform all needed maintenance. Furthermore, all erosion control features requiring maintenance may not be listed below. The OPERATOR/CONTRACTOR and INSPECTOR must perform their respective duties on all BMP's that are not listed below as well.

- Construction Entrance - The entrance shall be maintained in a condition which will prevent tracking or flow of sediment onto public rights-of-way. This may require periodic top dressing with additional stone or the reworking of existing stone as conditions demand and repair and/or cleanout of any structures used to trap sediment. All materials spilled, dropped, washed, or tracked from vehicles onto roadways or into storm drains must be removed immediately. The use of water trucks to remove materials dropped, washed, or tracked onto roadways will not be permitted under any circumstances.
- Wattle - Minimal maintenance is required. Periodically inspect wattles to verify the wattle is still firmly anchored and not damaged. Inspect wattles after prolonged rain events. Replace or repair missing or damaged wattles as necessary. When using wattles on rough surfaces such as pavement, wattles are more easily damaged and should be inspected more frequently to prevent wattle content from entering storm inlets, especially if the wattle is being used to protect the storm inlet.
- Silt Fence - The maintenance measures are as follows; (2.1) silt fences shall be inspected immediately after each rainfall and at least daily during prolonged rainfall, any required repairs shall be made immediately; (2.2) close attention shall be paid to the repair of damaged silt fence resulting from end runs and undercutting; (2.3) should the fabric on a silt fence decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the fabric shall be replaced promptly; (2.4) sediment deposits must be removed when the level of deposition reaches approximately one-half the height of the barrier; and (2.5) any sediment deposits remaining in place after the silt fence is no longer required shall be dressed to conform to the existing grade, prepared and seeded.
- Storm Drain Inlet Protection - The maintenance measures are as follows; (3.1) structures shall be inspected after each rain and repairs made as necessary and (3.2) structures shall be removed and the area stabilized when the remaining drainage area has been properly stabilized.
- Temporary Seeding - Areas which fail to establish vegetative cover adequate to prevent rill erosion will be re-seeded as soon as such areas are identified. Control weeds by mowing.
- Permanent Seeding - The maintenance measures are as follows: (9.1) in general, a stand of vegetation cannot be determined to be fully established until it has been maintained for one full year after planting; (9.2) new seedlings shall be supplied with adequate moisture, supply water as needed, especially late in the season, in abnormally hot or dry conditions, or on adverse sites, water applications shall be controlled to prevent excessive runoff; (9.3) inspect all seeded areas for failures and make necessary repairs, replacements, and reseedings within the planting season, if possible; [9.3a] if stand is inadequate for erosion control, over seed and fertilize using half of the rates originally specified; [9.3b] if stand is 60% damaged, re-establish following seedbed and seeding recommendations; [9.3c] if stand has less than 40% cover, re-evaluate choice of plant materials and quantities of lime and fertilizer, the soil must be tested to determine if acidity or nutrient imbalances are responsible, re-establish the stand following seedbed and seeding recommendations.
- Soil Stabilization Blankets & Matting - All soil stabilization blankets and matting should be inspected periodically following installation, particularly after rainstorms to check for erosion and undermining. Any dislocation or failure should be repaired immediately. If washouts or breakage occurs, reinstall the material after repairing damage to the slope or ditch. Continue to monitor these areas until which time they become permanently stabilized; at that time an annual inspection should be adequate.
- Street Cleaning/Sweeping - The maintenance measures are as follows; (12.1) evaluate access points daily for sediment tracking; (12.2) when tracked or spilled sediment is found on paved surfaces, it will be removed daily, during times of heavy track-out such as during rains, cleaning may be done several times throughout the day; (12.3) unknown spills or objects will not be mixed with the sediment; and (12.4) if sediment is mixed with other pollutants, it will be disposed of properly at an authorized landfill. Streets are to be cleaned immediately and at minimum, before the next business day.

GENERAL NOTES

- All OPERATORS/CONTRACTORS must confirm with the APPLICANT that any and all applicable governmental approvals have been received prior to the start of work.
- BMP's may not be removed without INSPECTOR and applicable government approval.
- The APPLICANT, INSPECTOR, and CONTRACTORS/OPERATORS must adhere to all Good Housekeeping BMP's presented within the Omaha Regional Stormwater Design Manual Chapter 9 Section 9.6. Good Housekeeping BMP's focus on keeping the work site clean and orderly while handling materials and waste in a manner that eliminates the potential for pollutant runoff. Good Housekeeping BMP's such as Sanitary Waste Management (9.6.2), Solid Waste Management (9.6.3), Material Delivery & Storage (9.6.4), Street Cleaning/Sweeping (9.6.5), and Vehicle & Equipment Fueling (9.6.6) must be addressed when applicable. The aforementioned publications can be found at <http://www.omahastormwater.org>.

STANDARD DETAILS

NUMBER	NAME	LOCATION
9.5.2	Construction Entrance	Omaha Regional Stormwater Design Manual
9.5.3	Construction Road Stabilization	Omaha Regional Stormwater Design Manual
9.5.4	Silt Fence	Omaha Regional Stormwater Design Manual
9.5.5	Storm Drain Inlet Protection	Omaha Regional Stormwater Design Manual
9.5.16	Dust Control	Omaha Regional Stormwater Design Manual
9.5.19	Temporary Seeding	Omaha Regional Stormwater Design Manual
9.5.20	Permanent Seeding	Omaha Regional Stormwater Design Manual
9.5.21	Sodding	Omaha Regional Stormwater Design Manual
9.5.23	Soil Stabilization Blankets & Matting	Omaha Regional Stormwater Design Manual
9.5.25	Wattle	Omaha Regional Stormwater Design Manual
9.6.1	Construction Scheduling & Matting	Omaha Regional Stormwater Design Manua
9.6.2	Sanitary Waste Management	Omaha Regional Stormwater Design Manual
9.6.3	Solid Waste Management	Omaha Regional Stormwater Design Manual
9.6.4	Material Delivery And Storage	Omaha Regional Stormwater Design Manual
9.6.5	Street Cleaning/Sweeping	Omaha Regional Stormwater Design Manual
9.6.6	Vehicle And Equipment Fueling	Omaha Regional Stormwater Design Manual
9.6.8	Concrete Washout	Omaha Regional Stormwater Design Manual

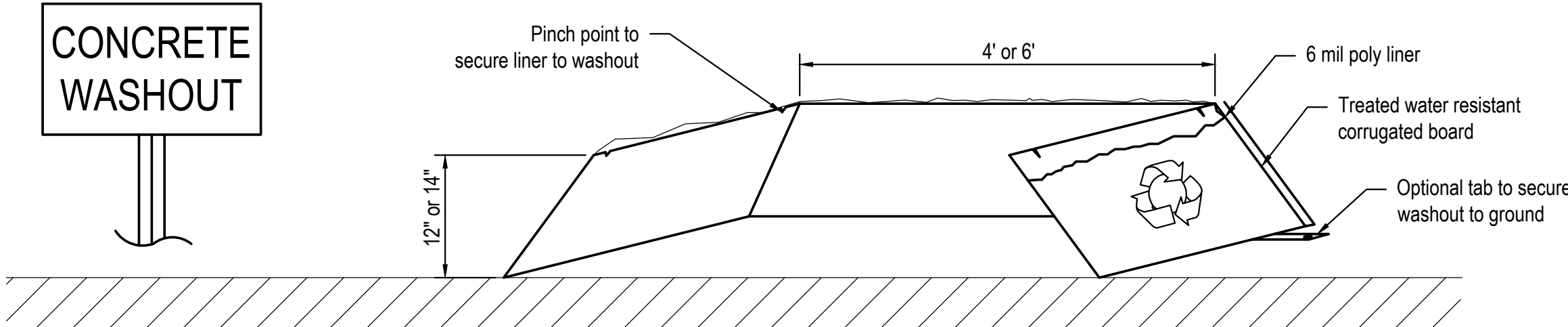
The Omaha Regional Stormwater Design Manual can be found at: <http://www.omahastormwater.org>.
The City of Omaha Standard Plates are at: <http://publicworks.cityofomaha.org/2024-standard-plate-list>

SEEDING NOTES:

- Seed to be installed as per City of Omaha specifications. Contractor shall refer to plans for specific locations of which seed to be installed.
- Contractor to use Rolled Erosion Control Type - I or Approved Equivalent.
- Soil prep and fine grading shall be included in the price bid for seeding.
- Contractor to coordinate work with other amenities/utilities contractors & silt fence removal (if needed).

CONSTRUCTION ACTIVITIES & SCHEDULING

ACTIVITY	SCHEDULE
Install all BMP's needed and associated with the Grading Phase such as stabilized construction entrances, silt basins, riser pipes, outlet pipes, silt traps, silt fence, diversions, terraces, etcetera.	Prior to any stripping of existing vegetation or grading.
Proceed with stripping of existing vegetation and grading in accordance with the grading plan, while disturbing no more than is necessary.	After Installing all BMP's needed and associated with the Grading Phase. Furthermore, INSPECTOR approval must be obtained before the start of any stripping of existing vegetation or grading.
Proceed with infrastructure installation.	Infrastructure installation must occur prior to any lot development.
Implement the installation of Temporary Seeding, Permanent Seeding, and/or Mulching.	Stabilization measures must be initiated as soon as possible in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.
Implement the Installation all BMP's needed and associated with the Building Phase.	Building Phase BMP's must be installed concurrently with lot development.
Proceed with removal of BMP's.	BMP's may not be removed until each impacted drainage basin has been fully developed. Full development shall mean installation of pavement, buildings, and utilities, landscaping, and fully established permanent seeding. Furthermore, INSPECTOR approval must be obtained before the removal of any BMP's.



NOTES:

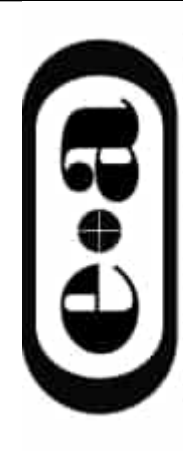
- The concrete washout area shall be installed prior to any concrete placement on this project. Install washout area on a level surface. Use Disposable Concrete Washout or approved equal conforming to Section 9.6.8 of the Omaha Regional Stormwater Design Manual.
- Signs shall be placed as necessary to clearly indicate the location of the concrete washout.
- The concrete washout area will be replaced as necessary to maintain capacity for waste concrete and other liquid waste.
- Washout residue shall be removed from the site and disposed of at an approved waste site.
- Do not mix excess amounts of fresh concrete or cement on-site.
- Do not wash out concrete trucks into storm drains, open ditches, streets, or streams.
- Do not dump excess concrete in non-designated dumping areas.
- Locate washout area at least 50' (15 meters) from storm drains, open ditches, or waterbodies.
- Wash out wastes into the Outpack Washout as shown where the concrete can set, be broken up, and then disposed of properly.

CONCRETE WASHOUT
NOT TO SCALE



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

10309 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.3700 • Fax: 402.895.3599
www.eaeg.com
State of NE Certificate of Authorization #CA0008



PORTAL RIDGE
BANK STABILIZATION - SOUTH

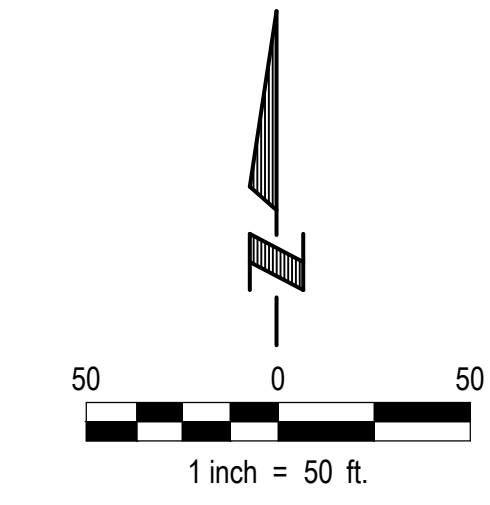
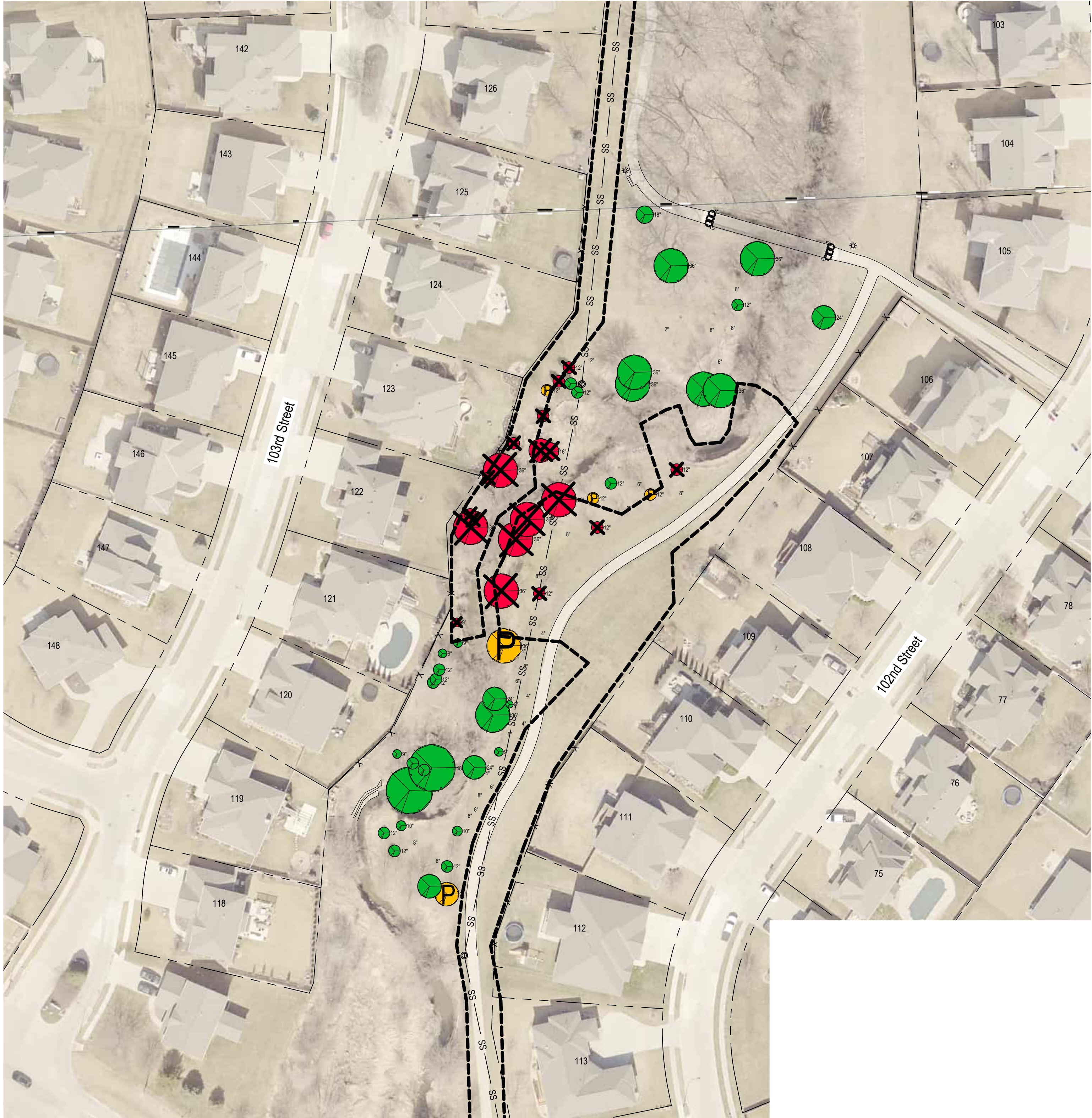
SID. 276
SARPY COUNTY, NEBRASKA

SITE RESTORATION
NOTES



Revisions	Description	Date
1		

Proj No:	2005.054.009
Date:	JULY 2024
Designed By:	JAS
Drawn By:	MUG
Scale:	AS SHOWN
Sheet:	11 of 13



- LEGEND:**
- Limits of Construction
 - Remove & Dispose Existing Tree OR Relocate.
- Contractor shall coordinate with E & A Consulting Group, Inc.
 - Existing Trees To Remain
 - Existing Trees To Remain & Be Protected By Contractor.

ne1call.com

Nebraska 811

know what's below.
Call before you dig.

Proj No: 2005.054.009

Date: JULY 2024

Designed By: JAS

Drawn By: MUG

Scale: AS SHOWN

Sheet: 12 of 13

Revisions

Rev	Date	Description
-----	------	-------------

Professional Seal

TRAVIS A. FIGARD
E-12019
7/10/2024
STATE OF NEBRASKA

LANDSCAPE REMOVALS
PLAN

PORTAL RIDGE
BANK STABILIZATION - SOUTH

SID 276
SARPY COUNTY, NEBRASKA

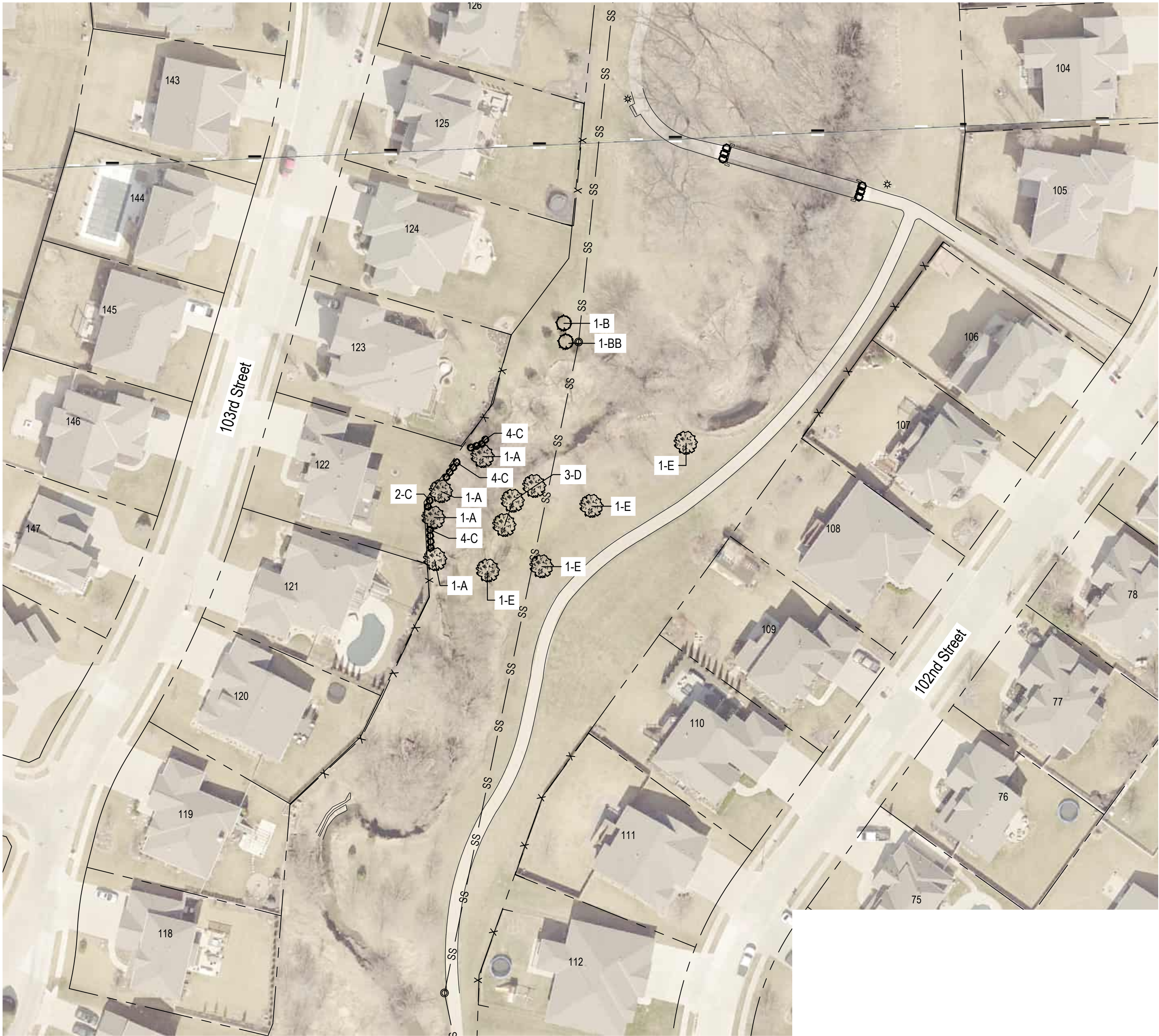
E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

10303 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.7700 • Fax: 402.895.3559
www.eaag.com
State of NE Certificate of Authorization #CA0008

7/10/2024 3:44 PM

K:\Projects\2005.054\009\Engineering\CAD Files\Grading\Portal Ridge Bank Stabilization_LANDSCAPE-000.dwg

Met Compie



LANDSCAPE NOTES:

1. Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to the Owner.
2. All plant material shall be of good quality and sizes shall meet required size specifications.
3. All plant material are to be watered in immediately after planting and then watered once a week for a period of two months from time of planting.
4. All plant material shall be guaranteed to be in a live and healthy growing condition for two full growing seasons (trees) after final project acceptance or shall be replaced free of charge with the same size and species including labor.
5. Verify all dimensions and conditions prior to starting construction. The location of plant material is critical and shall be installed as indicated on plans. Field adjustments may be necessary based on field conditions (i.e., root ball and drop inlet conflict). All adjustments must be approved by the landscape architect.
6. The Landscape Contractor shall remove all construction debris and materials injurious to plant growth from planting pits and beds prior to backfilling with planting mix. All planting areas shall be free of weeds and debris prior to any work.
7. Provide locally available shredded hardwood mulch on all trees and in all planting beds to a 4 inch maximum depth unless otherwise noted. Mulch ring to extend 1'-0" minimum beyond planting pit. Minor site grading to be included if needed.
8. All trees are to be staked for a period of not less than one year from time of planting. Contractor shall remove all staking after one year.
9. Contractor to coordinate work with other amenities contractors.

PLANT SCHEDULE - REPLACEMENTS

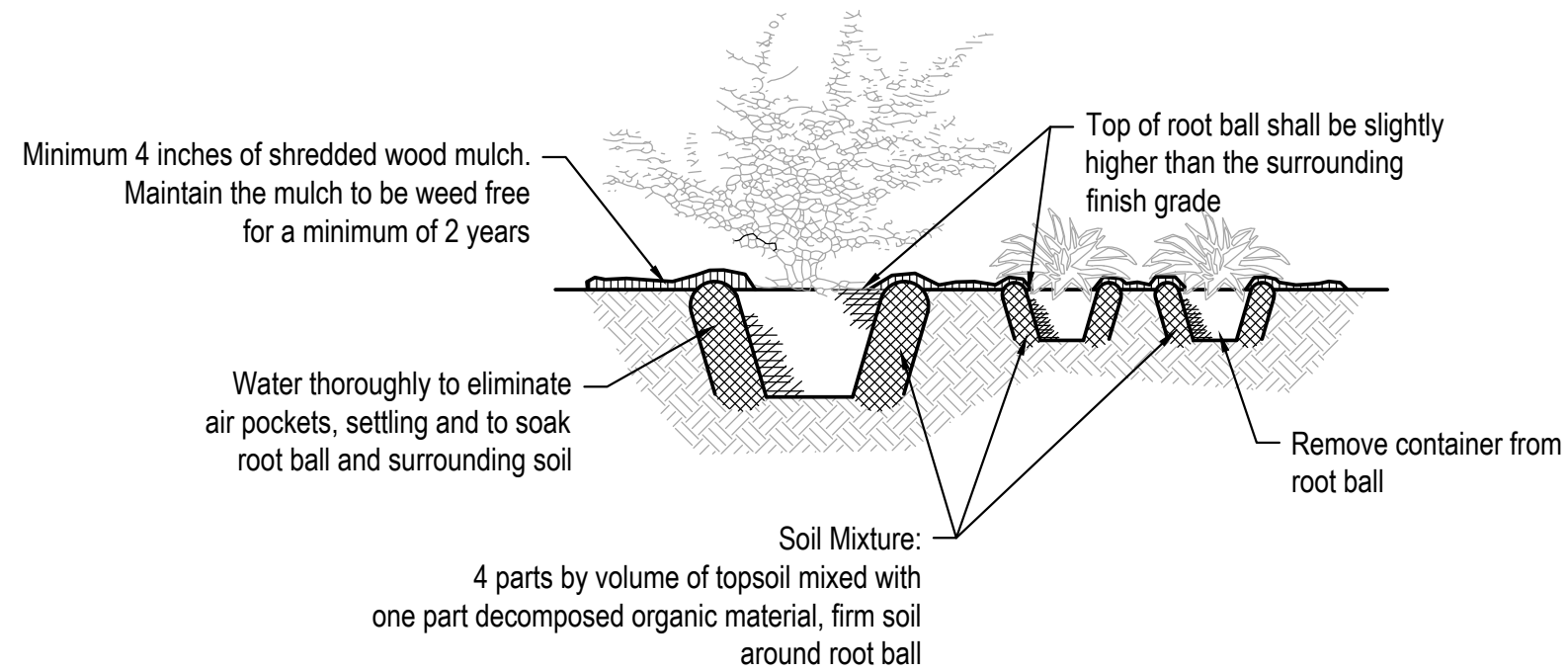
SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	4	Ginkgo biloba 'Princeton Sentry'	Princeton Sentry Columnar Ginkgo	3"	B&B
B	1	Picea glauca 'Densata'	Black Hills Spruce	6'-7'	B&B
BB	1	Picea glauca 'Densata'	Black Hills Spruce	6'-7'	B&B
C	14	Cornus sericea Firedance ('Bailadeline')	Firedance Dogwood	5 Gal.	Cont.
D	3	Quercus rubra	Red Oak	3"	B&B
E	4	Celtis occidentalis	Hackberry	3"	B&B

NOTES:

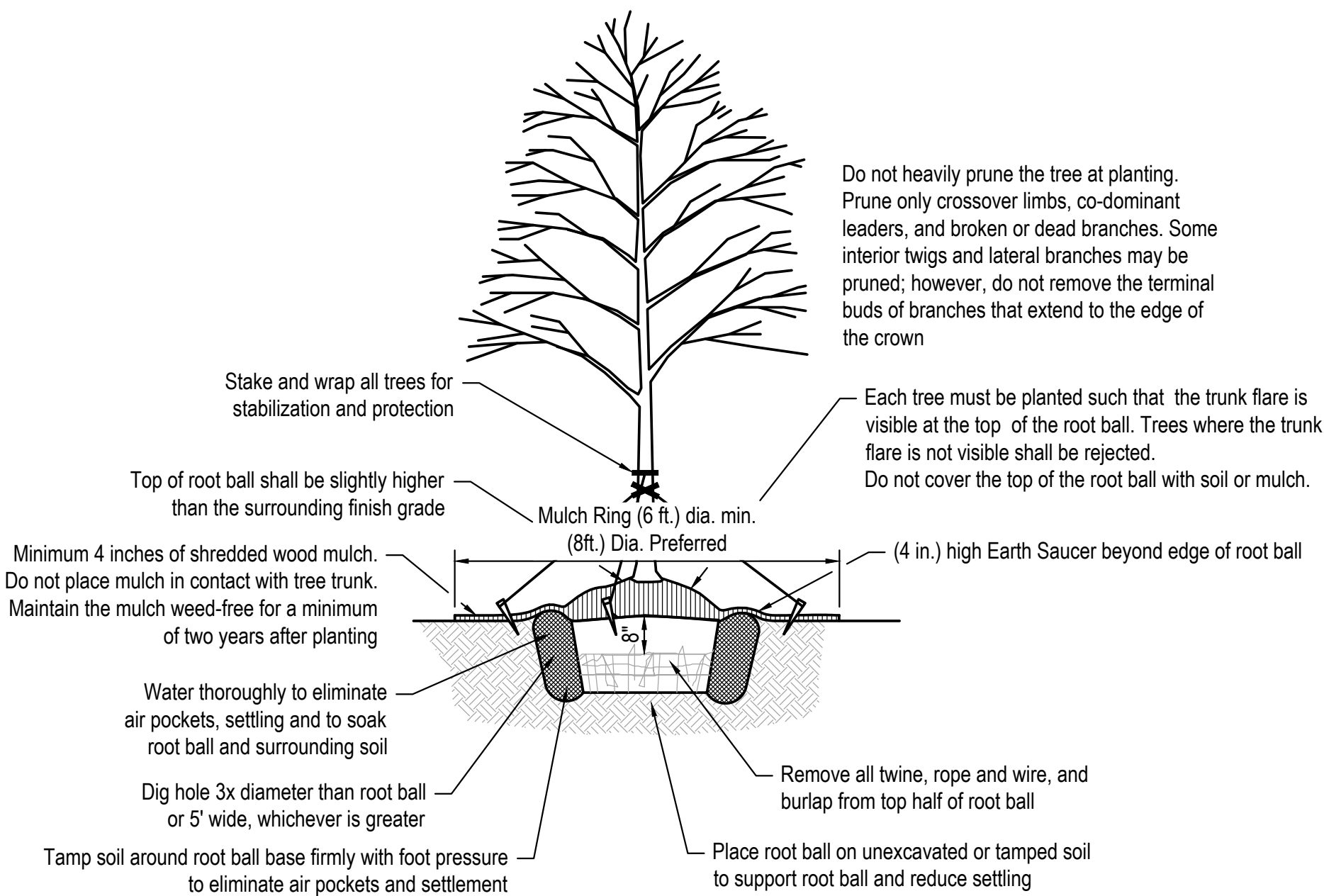
1. Landscape contractor shall coordinate with E&A Consulting Group on planting location of replacement trees and shrubs.
2. Landscape contractor must coordinate with all utilities and general contractor to field verify all utility locations that may conflict with all proposed tree and shrub planting locations on the project site.

SHRUB INSTALLATION NOTES:

1. Compacted soil in beds to be amended & tilled with 2" compost.
2. All planting beds to be mulch with 3" hardwood mulch.



SHRUB & PERENNIAL PLANTING DETAIL
NOT TO SCALE



TREE PLANTING DETAIL - B & B TREE
NOT TO SCALE

ne1call.com
Nebraska 811
know what's below.
Dial: 811 Call before you dig.

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

10303 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.1700 • Fax: 402.895.3559
www.eaag.com
State of NE Certificate of Authorization #CA0008

E & A CONSULTING GROUP, INC.
Engineering Answers

PORTAL RIDGE
BANK STABILIZATION - SOUTH

SID 276
SARPY COUNTY, NEBRASKA

LANDSCAPE PLAN

PROFESSIONAL CIVIL ENGINEER
TRAVIS A. FIGARD
E-12019
STATE OF NEBRASKA

Revisions	Description	Date
1		

Proj No: 2005.054.009
Date: JULY 2024
Designed By: JAS
Drawn By: MUG
Scale: AS SHOWN
Sheet: 13 of 13

7/10/2024 3:44 PM
K:\Projects\2005054\009\Engineering\CAD Files\Grading\Portal Ridge Bank Stabilization_LANDSCAPE-000.dwg
Met Comp

SANITARY AND IMPROVEMENT DISTRICT NO. 276

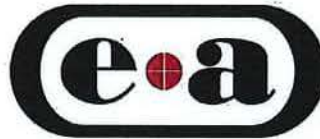
SARPY COUNTY, NEBRASKA

CONTRACT DOCUMENTS
FOR

BANK STABILIZATION NORTH AND SOUTH

PORTAL RIDGE

PREPARED BY:



E & A CONSULTING GROUP, INC.

Engineering Answers

10909 Mill Valley Road, Suite 100
Omaha, NE 68154
402.895.4700

State of NE Certificate of Authorization #CA0008

BID DATE: AUGUST 5, 2024
PROJECT NO. P2005.054.009

PROPOSAL
FOR
SID 276, PORTAL RIDGE
BANK STABILIZATION NORTH AND SOUTH

BID DATE: August 5, 2024 @ 2:00 PM

TO: Chairman and Board of Trustees
Sanitary and Improvement District No. 276
% E & A Consulting Group, Inc.
10909 Mill Valley Road, Suite 100
Omaha, Nebraska 68154

The undersigned, having carefully examined the plans, specifications and all addenda thereto and other contract documents prepared by E & A CONSULTING GROUP, INC., 10909 Mill Valley Road, Suite 100, Omaha, Nebraska, for the construction of BANK STABILIZATION NORTH AND SOUTH in Sanitary and Improvement District 276, Sarpy County, Nebraska, and having carefully examined the site of work and become familiar with all local conditions, including labor affecting the cost thereof, and having familiarized himself with federal, state and local laws, ordinances, rules and regulations affecting performance of the work, do hereby propose to furnish all labor, superintendence, mechanics, tools, materials, equipment and all utilities and transportation services necessary to perform and complete said work, and work incidental thereto, in a workmanlike manner, as described in said plans, specifications and other contract documents including addenda numbers — issued thereto, for the Total Bid Sum based upon the Unit Prices as listed on the accompanying "Schedule of Prices".

The undersigned is hereby on notice that as of October 1, 2009, Contractors are required to use E-Verify to determine work eligibility of new employees who are physically performing services within the State of Nebraska. If you have any questions go to the Department of Revenue Services website at www.revenue.nebraska.gov/incentives/microenterprise/everify-notice

The undersigned further certifies that he has personally inspected the actual location of the work, together with the local sources of supply, and that he understands the conditions under which the work is to be performed or that if he has not so inspected the site and conditions of the work, he waives all right to plead any misunderstanding regarding the work required or conditions peculiar to the same.

The undersigned understands that the quantities listed in the accompanying "Schedule of Prices" are subject to increase or decrease, and hereby proposes to perform all quantities of work, as increased or decreased, in accordance with the plans, the provisions of specifications and all addenda thereto, and the provisions of other contract documents at the Unit Price Bid.

The undersigned hereby agrees to notify E & A CONSUTLING GROUP, INC., **7 days** prior to beginning work for locations to be designated by the Engineer. The CONTRACTOR shall notify all impacted utility companies via One Call (dial 811 or 800-331-5666) 48 hours before work is started to verify utility locations.

Work will commence within Five (5) working days after written Notice to Proceed and further agrees to complete the work in its entirety within the period of **60 working days** after date of said Notice to Proceed, or after the start of construction, whichever occurs first. The undersigned shall forfeit liquidated damages as set forth in the Special Provisions in the event of the over-run of time. Liquidated damages will be assessed not as a penalty, but as a predetermined and agreed liquidated damages.

The Owner reserves the right to eliminate in part or whole, one or more items of work from this proposal as may be required to bring the cost of the work within the limits of available funds or for any other reason without affecting the Unit Prices as bid for any specific item.

SCHEDULE OF PRICES
SID 276, PORTAL RIDGE

BANK STABILIZATION NORTH
APPROXIMATE QUANTITIES

No.	ITEM:	QUANTITY:	UNIT:	UNIT PRICE:	AMOUNT:
1	MOBILIZATION/DEMOBILIZATION	1	LS	\$37,012.30	\$37,012.30
2	MAINTAIN TRAFFIC CONTROL	1	LS	\$2,300.00	\$2,300.00
3	INSTALL CURB INLET PROTECTION	2	EA	\$275.00	\$550.00
4	CLEARING AND GRUBBING - GENERAL	1	LS	\$4,000.00	\$4,000.00
5	CLEARING AND GRUBBING - TREES OVER 9" TO 18" DIAMETER	1	EA	\$1,000.00	\$1,000.00
6	REMOVE EXISTING CONCRETE SIDEWALK	100	SF	\$6.55	\$655.00
7	REMOVE TOPSOIL	100	SY	\$6.00	\$600.00
8	CONSTRUCT SHEET PILE	2270	SF	\$42.80	\$97,156.00
9	CONSTRUCT 2" PERFORATED UNDERDRAIN PIPE	100	LF	\$16.00	\$1,600.00
10	CONSTRUCT 4" PCC SIDEWALK	100	SF	\$17.00	\$1,700.00
11	REPAIR CURB AND GUTTER	15	LF	\$124.00	\$1,860.00
12	PLACE TOPSOIL	120	SY	\$8.00	\$960.00
13	INSTALL SEEDING - TYPE 'CHANNEL SEED BLEND'	160	SY	\$1.50	\$240.00
14	INSTALL ROLLED EROSION CONTROL - TYPE I	160	SY	\$4.00	\$640.00
15	INSTALL SODDING	290	SY	\$16.00	\$4,640.00
16	INSTALL SWAMP WHITE OAK PLANT MATERIAL	1	EA	\$680.00	\$680.00
17	INSTALL COLORADO BLUE SPRUCE PLANT MATERIAL	2	EA	\$650.00	\$1,300.00

TOTAL BASE BID **NORTH** (ITEMS 1-17, INCLUSIVE) \$156,893.30

BANK STABILIZATION SOUTH
APPROXIMATE QUANTITIES

No.	ITEM:	QUANTITY:	UNIT:	UNIT PRICE:	AMOUNT:
1	MOBILIZATION/DEMOBILIZATION	1	LS	\$37,020.82	\$37,020.82
2	MAINTAIN TRAFFIC CONTROL	1	LS	\$2,300.00	\$2,300.00
3	INSTALL CONSTRUCTION ENTRANCE	1	EA	\$3,500.00	\$3,500.00
4	INSTALL SILT FENCE	580	LF	\$7.00	\$4,060.00
5	CONSTRUCT TEMPORARY SAFETY FENCE	65	LF	\$41.00	\$2,665.00
6	CLEARING AND GRUBBING – GENERAL	1	LS	\$4,000.00	\$4,000.00
7	CLEARING AND GRUBBING - TREES OVER 9" TO 18" DIAMETER	10	EA	\$1,000.00	\$10,000.00
8	CLEARING AND GRUBBING - TREES OVER 36" TO 48" DIAMETER	6	EA	\$1,000.00	\$6,000.00
9	REMOVE AND REINSTALL FENCE	75	LF	\$65.00	\$4,875.00
10	REMOVE AND REINSTALL TRAIL BENCH	1	EA	\$400.00	\$400.00
11	REMOVE AND REINSTALL TRAIL SIGN	1	EA	\$400.00	\$400.00
12	REMOVE EXISTING CONCRETE SIDEWALK	6430	SF	\$3.00	\$19,290.00
13	CONSTRUCT SHEET PILE	4010	SF	\$45.70	\$183,257.00
14	CONSTRUCT 2" PERFORATED UNDERDRAIN PIPE	240	LF	\$10.00	\$2,400.00
15	CONSTRUCT 4" PCC SIDEWALK	6430	SF	\$8.00	\$51,440.00
16	REPAIR CURB AND GUTTER	15	LF	\$124.00	\$1,860.00
17	PLACE TOPSOIL	170	SY	\$8.00	\$1,360.00
18	INSTALL SEEDING - TYPE 'CHANNEL SEED BLEND'	170	SY	\$1.50	\$255.00
19	INSTALL ROLLED EROSION CONTROL - TYPE I	170	SY	\$4.00	\$680.00
20	INSTALL SEEDING - TYPE 'B SEED BLEND'	3030	SY	\$0.55	\$1,666.50
21	INSTALL MULCHING	3030	SY	\$0.85	\$2,575.50

22	INSTALL PRINCETON SENTRY COLUMNAR GINKGO PLANT MATERIAL	4	EA	\$820.00	\$3,280.00
23	INSTALL BLACK HILLS SPRUCE PLANT MATERIAL	2	EA	\$650.00	\$1,300.00
24	INSTALL FIREDANCE DOGWOOD PLANT MATERIAL	14	EA	\$140.00	\$1,960.00
25	INSTALL RED OAK PLANT MATERIAL	3	EA	\$685.00	\$2,055.00
26	INSTALL HACKBERRY PLANT MATERIAL	4	EA	\$685.00	\$2,740.00

TOTAL BASE BID **SOUTH** (ITEMS 1-26, INCLUSIVE) \$351,339.82

TOTAL BASE BID NORTH (ITEMS 1-17) & SOUTH (ITEMS 1-26)

\$508,233.12

The undersigned agrees to furnish the required original bond or bonds and insurance certificates and to execute the contract within ten (10) days of written Notice of Award. Accompanying this proposal, as a guarantee that the undersigned will execute the contract and furnish the required bond or bonds and insurance certificates in accordance with the terms and requirements of the contract documents, is a certified check or original bidding bond in the amount of FORTY SEVEN THOUSAND FOUR HUNDRED FIFTY AND 00/100 DOLLARS (\$47,450.00).

If awarded the contract, our surety will be FNIC-TRUSTED INSURANCE ADVISORS
(Name of Surety Company)

Of 14010 FNB PARKWAY, STE 300, OMAHA, NE 68154
(Address)

If awarded the contract, our anticipated start date would be: 09 / 23 / 2024.
Month Day Year

Respectfully submitted,

GENERAL EXCAVATING, LLC
Contractor

6701 CORNHUSKER HWY
Business Address

LINCOLN NE 68507
City State Zip

ZAC VAISKUNAS VICE PRESIDENT
Printed Name: Title

Zac Vaiskunas 8/05/24
Signature Date

CONTRACT

THIS CONTRACT AND AGREEMENT made and entered into in quadruplicate this 5 day of August 2024, by and between the Board of Trustees of Sanitary and Improvement District No. 276 (Owner), Sarpy County, Nebraska; party of the first part and hereinafter called the District.

AND General Excavating, LLC; party of the second part, and hereinafter called the Contractor:

WHEREAS, the Contractor did on the 5th day of August 2024, submit a proposal to construct BANK STABILIZATION NORTH AND SOUTH within the District and to perform such other work as may be incidental thereto, all in strict accord with the plans and specifications prepared by E & A Consulting Group, Inc. ("E&A"), the District's Engineer, Omaha, Nebraska, which plans and specifications are all on file in the office of said E&A.

NOW THEREFORE, in consideration of the following mutual agreements and covenants, it is understood by and between the parties hereto that:

- a). The above referred to plans and specifications are expressly made a part hereof the same as though fully set forth herein.
- b). The Resolution of the District ordering or authorizing the construction of the aforesaid work, a Notice inviting Contractors, the Instructions to Bidders, the Proposal of the Contractor, the Performance, Payment and Guarantee Bond, all Addenda and any other documents referred to herein are a part of this Contract by reference thereto, the same as though each had been fully set out and attached thereto, except that to the extent this Agreement is inconsistent therewith, if at all, this Agreement shall govern.
- c). The District agrees to pay and the Contractor agrees to accept in full consideration of the performance of the Contractor's obligations hereunder, the unit and lump sum prices as set forth in the aforesaid proposal of the Contractor, said payment to be made by the District by issuance of its warrants, payable to Contractor.
- d). The Contractor agrees to furnish all tools, labor, and mechanics for labor, equipment and materials to perform said work in accordance with the aforesaid plans, specifications and documents.

- e). All provisions of the aforesaid plans, specifications and documents shall be strictly complied with by the Contractor the same as if rewritten herein, and no substitution or change in said plans, specifications and documents shall be made except on written consent or written direction (the form of either of which shall be a written "Change Order") of the District's Engineer and any such substitution or change shall in no manner be construed to release either party from any specified or implied obligations of the aforesaid plans, specifications and documents except as specifically provided for in the Change Order.
- f). This Contract is entered into subject to the following conditions:
- (1) Contractor shall conform to all laws, rules and regulations applicable to this Contract and construction shall be in accordance therewith.
 - (2) Contractor shall furnish Performance, Payment and Guarantee Bond in an amount at least equal to one hundred percent of the contract price, and shall maintain during the life of the contract, Fire, Workman's Compensation, Public Liability and Property Damage Insurance, all as required in the aforesaid specifications.
 - (3) The Contractor shall indemnify, defend, and save harmless the District, the District's Engineer, and the District's Officers, employees and agents from all claims, suits or actions of every kind and character made upon or brought against the said District, the District's Engineer, and the District's Officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or parties by or from the acts of the said Contractor or its servants, agents and subcontractors, in doing the work herein contracted for, or by or in consequence of any negligence in guarding the same or any improper material used in its construction, or by or on account of any act or omission of said Contractor or its servants, agents and sub-contractors; and also from all claims of damage for infringement of any patent in fulfilling this Contract. This indemnity shall include attorney's fees and costs and all other expenses incurred in the defense of any suit.
 - (4) Contractor shall not, in the performance of this Contract, discriminate or permit discrimination against any person because of race, political or religious opinions or affiliations.
 - (5) Final five percent (5%) of amount for this Contract shall not be paid to Contractor until the Contractor has furnished the Owner with a certificate from the Commissioner of Labor of the State of Nebraska, as required by Section 48-3857, R.R.S. Supp. 1978, showing that unemployment contributions and interest due under the Nebraska Law under this Contract have been paid by the Contractor or its subcontractors.

- (6) The undersigned is hereby on notice that as of October 1, 2009, Contractors are required to use E-Verify to determine work eligibility of new employees who are physically performing services within the State of Nebraska. If you have any questions go to the Department of Revenue Services website at www.revenue.nebraska.gov/incentives/microenterprise/everify-notice
- (7) Insurance - Contractor shall effect and maintain during the performance of this contract the following insurance at the Contractors' own expense. Evidence of such insurance coverage in effect shall be provided to E&A in the form of an Accord Certificate of Insurance executed by a licensed representative of the participating insurer(s), and must contain a clause granting at least 10 day prior written notice to E&A and the Owner of intent to affect cancellation. Certificate of Insurance must be provided to E&A with contract delivery.

1. General Liability:

- a. Limits of at least:
 - i. \$1,000,000 per occurrence
 - ii. \$2,000,000 general aggregate
 - iii. \$2,000,000 completed operations aggregate
 - iv. \$1,000,000 personal and advertising injury
 - v. \$5,000 medical expense (any one person)
- b. Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- c. General Aggregate to apply on a per project basis.
- d. E&A, Sarpy County, City of La Vista, and the Owner shall be named as Additional Insureds on a primary and non-contributory basis including completed operations.
- e. Contractor agrees to waive its rights of recovery against E&A, Sarpy County, City of La Vista, and the Owner. Waiver of Subrogation in favor E&A, Sarpy County, City of La Vista, and the Owner shall be added to the policy.
- f. Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.

2. Automobile Liability:

- a. Limit of at least \$1,000,000 CSL per accident.
- b. Coverage shall apply to all owned, hired, and non-owned autos.
- c. Contractor agrees to waive its rights of recovery against E&A, Sarpy County, City of La Vista, and the Owner. Waiver of Subrogation in favor of E&A, Sarpy County, City of La Vista, and the Owner shall be added to the policy.
- d. E&A, Sarpy County, City of La Vista, and the Owner shall be named as Additional Insureds on a primary and non-contributory basis including completed operations.

3. Workers Compensation:

a. Limits:

- i. Statutory coverage for the state where the project is located.
- ii. Employers liability limits:
 1. \$500,000 each accident
 2. \$500,000 disease - policy person
 3. \$500,000 disease - policy limit
- b. Contractor agrees to waive its rights of recovery against the Owner. Waiver of Subrogation in favor of the Owner shall be added to the policy.
- c. USL&H and Jones Act when applicable.

4. Umbrella / Excess:

- a. Limits of at least \$2,000,000 per occurrence.
- b. Policy shall provide liability coverage in excess of the specified Workers Compensation / Employers Liability, Commercial General Liability and Auto Liability.
- c. Contractor agrees to waive its rights of recovery against E&A, Sarpy County, City of La Vista, and the Owner. Waiver of Subrogation in favor of E&A, Sarpy County, City of La Vista, and the Owner shall be added to the policy.
- d. E&A, Sarpy County, City of La Vista, and the Owner shall be named as Additional Insureds on a primary and non-contributory basis including completed operations.

5. If Contractor utilizes any subcontractor, said subcontractor is to be bound by the same terms of this section 7 – “Insurance” as the Contractor.

- g). Payment shall be made by the District to the Contractor by issuance of warrants of the District payable to Contractor, it being specifically understood that it shall be the responsibility of Contractor to convert such warrants to cash on such terms as may be satisfactory to Contractor. District shall not be deemed to be in default under this contract by reason of late issuance of warrants until it shall first have received written notice from Contractor of such late issuance of warrants and shall have failed to issue such warrants for a period of fifteen (15) days after receipt of such written notice.

IN WITNESS WHEREOF, we, the contracting parties, by our respective duly authorized agents, hereto affix our signatures and seals at Sarpy County, Nebraska, this 5m Day of August 2024.


CONTRACTOR
Party of the Second Part and also
Designated as Contractor

SANITARY AND IMPROVEMENT DISTRICT 276
OF SARPY COUNTY, NEBRASKA,
Party of the First Part and also
designated as the District

General Excavating, LLC
Contractor

By 
Chairman, Board of Trustees

6701 Cornhusker Hwy
Street

ATTEST 
Clerk of SID 276

Lincoln NE 68507
City State Zip

By  President
Title

(Corporate Resolution of Contractor authorizing Execution attached


CERTIFICATE
(L.B. 126, 1963)

The undersigned hereby certifies that all equipment, EXCEPT that equipment acquired since the assessment date, to be used by undersigned in the performance of the work covered by the Contract between the undersigned and Sanitary and Improvement District 276, Sarpy County, Nebraska, pertaining to BANK STABILIZATION NORTH AND SOUTH, has been assessed for taxation for the current year in Lancaster County, Nebraska.

General Excavating, LLC
CONTRACTOR

IF A PARTNERSHIP

IF A NEBRASKA CORPORATION

By: 
Partner

BY: _____
President

Partner

Secretary

Partner

AFFIX CORPORATE SEAL

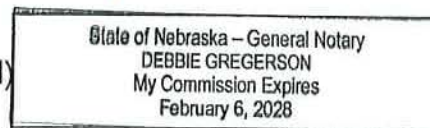
STATE OF NEBRASKA)
COUNTY OF Lancaster)

Ted Butler being first duly sworn on oath deposes and says that they have read the foregoing Certificate, know its contents, and the same are true.

SUBSCRIBED and sworn to before me this 4th day of September, 2024.

Debbie Mueggen
Notary Public

(Seal)



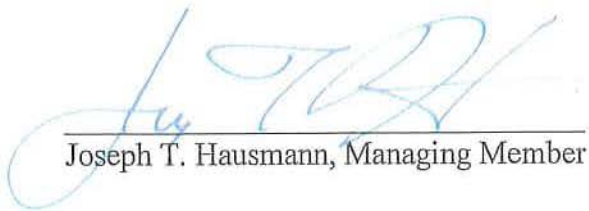


YOUR "UNDERGROUND" PARTNER

Utilities • Trenchless Construction • Environmental Remediation • Communications • Landscaping Materials • Hourly Service

Letter of Authority

Ted C. Butler, President of General Excavating, is authorized and has been so authorized since May 27, 2022 to sign contracts, change orders, agreements and any other related items for General Excavating and that General Excavating is one and the same entity as General Excavating, LLC.



Joseph T. Hausmann, Managing Member

9/4/2024

Date

PERFORMANCE, PAYMENT AND GUARANTEE BOND

BY THESE PRESENT: That we General Excavating, LLC hereinafter called PRINCIPAL, and Amerisure Mutual Insurance Company a Corporate Surety Company authorized to do business in the State of Nebraska hereinafter called SURETY are held and firmly bound unto Sanitary and Improvement District No. 276 Sarpy County, Nebraska, hereinafter called OWNER, and the County of Sarpy, Nebraska, in the penal sum of Five Hundred Eight Thousand Two Hundred Thirty-three and 12/100 Dollars Dollars (\$508,233.12) lawful money of the United States of America, for the payment of which sum well and truly to be made the PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, legal representatives, successors and assigns jointly and severally by these present.

WHEREAS the PRINCIPAL is about to enter or has entered into a written contract with the OWNER for the construction by the PRINCIPAL of BANK STABILIZATION NORTH AND SOUTH, in accordance with the plans and specifications prepared by E & A CONSULTING GROUP, INC., Omaha, Nebraska, which contract hereby defined to include all contract documents is made a part hereof by reference thereto the same as though fully set forth herein.

NOW, THEREFORE, the conditions of this obligation are such that:

FIRST: If the PRINCIPAL shall faithfully perform the contract on his or its part, shall satisfy all claims and demands incurred for the same, shall fully indemnify and save harmless the OWNER from all costs and damage which said OWNER may suffer by reason of failure to do so, and shall fully reimburse and repay said OWNER all outlay and expense which said OWNER may incur in making good any such default; and,

SECOND: The PRINCIPAL shall indemnify and save harmless the OWNER, its officers, employees and agents from all claims, suits or actions of every kind and character made upon or brought against the said OWNER and its officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or parties by or from the acts or omissions of the said PRINCIPAL or his or its servants, agents and subcontractors, in performing under said Contract, or by or in consequence of any negligence in guarding the same or any improper material used in its construction or by or on account of any act or omission of said PRINCIPAL or his or its servants, agents and subcontractors and also from all claims of damage for infringement of any patent in fulfilling said contract; and also from all expenses incurred in defense of any suit including attorney's fees and costs; and

THIRD: The PRINCIPAL and SURETY on this Bond hereby agree to pay all persons, firms or corporations having contracts directly with the PRINCIPAL or with subcontractors all just claims due them for the payment of all laborers and mechanics for labor that shall be performed, for the payment of all materials, tools, repairs, provisions, utilities, fuels, lubricants, equipment furnished and all other supplies or materials actually used or rented by the PRINCIPAL or by the subcontractors in the performance of the contract including all insurance premiums on insurance required by the Contract, on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the OWNER may retain until completion of the improvement as provided by law; and,

FOURTH: PRINCIPAL and SURETY are jointly and severally liable under the provisions hereof and action against either or both may proceed without prior action against the other, and both may be joined in one action.

FIFTH: The PRINCIPAL shall guarantee the work constructed for the OWNER under said Contact as hereinafter more specifically set forth for the full number of years specified as set forth below. The term of guarantee of the respective projects shall be no less than the following:

- a. Paving Projects (including pavement repair) 2 years
- b. Utility Projects (all sewer & water construction)..... 2 years
- c. Lighting and Traffic Signal Control Projects..... 1 year
- d. Grading Projects..... 2 years
- e. Sidewalk Projects 2 years
- f. Park Improvements 2 years
- g. Other Projects Not Listed Above 1 year

The PRINCIPAL hereby binds himself and his heirs and assigns for the entire expense of the guarantee and for all repairs or reconstruction which may, from any imperfection in the said work or material, become necessary within the term of guarantee. The PRINCIPAL further agrees to correct and repair promptly during the term of guarantee all failures of whatsoever description and settlements and irregularities of trenches, sidewalks, paving, other surfacing, sewers, drains or other structures caused by any imperfection in his workmanship or material and shall deliver the work in all respects in good condition at the end of that time.

If at any time within the term of guarantee after the completion and acceptance of the work contracted for, the work shall, in the judgment of the District's Engineer, require such repairs or reconstruction as above set out, he shall notify the PRINCIPAL by certified mail and should the PRINCIPAL refuse or neglect to begin to make such repairs within ten (10) days from the date of the service of such notice, then the OWNER shall have the right to cause such repairs or reconstruction to be made in such manner as he shall deem best, and the cost thereof shall be paid by the PRINCIPAL or his SURETIES.

Then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Any SURETY on this bond shall be deemed and held, any contract to the contrary notwithstanding to consent without notice:

1. To any extension of time to the PRINCIPAL in which to perform the contract.
2. To any such change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
3. That no provision of this bond or of any other contract shall be valid which limits to less than five years from time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted.

SIGNED AND SEALED THIS 29th DAY OF August, 2024

IN PRESENCE OF:

General Excavating, LLC
Name *

General Excavating, LLC
PRINCIPAL

6701 Cornhusker Hwy
Address

6701 Cornhusker Hwy
Address

Lincoln NE 68507
City State Zip

Lincoln, NE 68507
City State Zip

By 

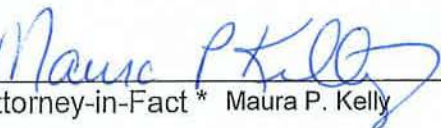
Title President
(Attach Corporate Resolution of Principal
Authorizing Execution)

COUNTERSIGNED:


Resident Agent * Joan Leu

Amerisure Mutual Insurance Company
Surety

FNIC
Company Name

By 
Attorney-in-Fact * Maura P. Kelly

14010 FNB Parkway, Suite 300
Address

14010 FNB Parkway, Suite 300
Address

Omaha, NE 68154
City State Zip

Omaha, NE 68154
City State Zip

*Instruction: Type names of person under signature of each

**AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

**DAVID A. DOMINIANI, DUSTIN COOPER, KEVIN J. STENGER,
JACQUELINE L. DREY, JOAN LEU and MAURA P. KELLY**

of First Insurance Group LLC dba FNIC, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"**RESOLVED**, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito, Senior Vice President Surety

By:

Aaron Green, Vice President Surety

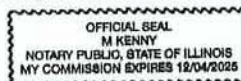
IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company

have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April, 2023.

**Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company**

State of Illinois
County of Kane

On this 26th day of April, 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 29th day of August, 2024.

Christopher M. Spaude
Christopher M. Spaude, Chief Financial Officer & Treasurer



CERTIFICATE OF LIABILITY INSURANCE

10/28/2024

DATE (MM/DD/YYYY)

8/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1532816 GENERAL EXCAVATING, LLC 6701 CORNHUSKER HWY. LINCOLN NE 68507	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Zurich American Insurance Company		16535
	INSURER B : American Guarantee and Liab. Ins. Co.		26247
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:** 20888870**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GLO 6704962-02	10/28/2023	10/28/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP-6704964-02	10/28/2023	10/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	AUC 6944990-02	10/28/2023	10/28/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A		Y	WC 6704963-02	10/28/2023	10/28/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PROJECT #P2005.054.009, SANITARY AND IMPROVEMENT DISTRICT NO. 276, SARPY COUNTY, NEBRASKA.

SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION****20888870**E & A CONSULTING GROUP, INC.
10909 MILL VALLEY ROAD, SUITE 100
OMAHA, NE 68154

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

E & A CONSULTING GROUP, INC., E & A, SARPY COUNTY, CITY OF LA VISTA, AND SID NO. 276 ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY, FOR COMPLETED OPERATIONS, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES AS RESPECTS GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIABILITY AND WORKERS COMPENSATION, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. 30 DAYS NOTICE OF CANCELLATION (EXCEPT 10 DAYS FOR NON-PAYMENT) WILL BE GIVEN TO THE CERTIFICATE HOLDER.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 15, 2024 AGENDA**

Subject:	Type:	Submitted By:
REQUEST FOR PROPOSALS – PRINTING & MAILING SERVICES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	MITCH BEAUMONT COMMUNICATION MANAGER

SYNOPSIS

A resolution has been prepared to authorize the issuance of a Request for Proposals for printing and mailing services associated with Community Guides, quarterly newsletters, and postcards.

FISCAL IMPACT

The FY25/FY26 Biennial Budget provides funding for the proposed services.

RECOMMENDATION

Approval.

BACKGROUND

Each year the City produces four (4) quarterly newsletters, two (2) Community Guides and several postcards which are printed and mailed to residents. The current agreement for these services was issued in June 2022, and it will expire in December 2024. In order to procure the best price for these services, an RFP combining the printing and mailing services for these print products has been developed.

It is anticipated that the RFP results will be brought to City Council for contract award on December 3, 2024.

A copy of the RFP is attached.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE REQUEST FOR PROPOSALS FOR PRINTING AND MAILING SERVICES FOR COMMUNITY GUIDES, QUARTERLY NEWSLETTERS AND POSTCARDS.

WHEREAS, the Mayor and Council have determined that printing and mailing services are necessary; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for the proposed services; and

WHEREAS, proposals will be due November 8, 2024, with the approval of selected vendor by the City Council on December 3, 2024, subject to the discretion of the City;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the request for proposals for printing and mailing services for Community Guides, quarterly newsletters, and postcards.

PASSED AND APPROVED THIS 15TH DAY OF OCTOBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

**City of La Vista, Nebraska
Request for Proposals**



Printing & Mailing Services

**ISSUE DATE:
October 16, 2024**

**SUBMISSIONS DUE:
November 8, 2024 – 10:00a.m. CST***

*Late Proposals Will Be Rejected

REPLY TO:

Pamela A. Buethe
City Clerk
8116 Park View Blvd.
La Vista, NE 68128
PBuethe@CityofLaVista.org
402.331.4343

**City of La Vista, Nebraska
Request for Proposals
Printing & Mailing Services**

Published	October 23, 2024
Deadline for Questions	November 1, 2024
Deadline for Submission of Proposals	November 8, 2024

Proposal Submission

Sealed proposals will be received until 10:00 a.m. local time on November 8, 2024, at the La Vista City Hall, 8116 Park View Blvd., La Vista, Nebraska, 68128. Proposals received after this time will not be accepted.

Proposal submittals should be addressed as follows:

City of La Vista – Sealed Proposal for Printing & Mailing Services

Attn: Pamela A. Buethe, City Clerk
8116 Park View Blvd.
La Vista, NE 68128-2198

It should be noted that all information submitted to the City is subject to the open records laws of the State of Nebraska. Proprietary information must be appropriately marked.

The City of La Vista reserves the right to disqualify incomplete proposals, waive minor defects in proposals, waive formalities or irregularities, request additional information from any respondent, change or modify the scope of the project, negotiate terms with one or more of the respondents, reject any or all proposals, and/or take any steps it deems necessary to act in the City's best interest, without penalty.

City of La Vista, Nebraska Request for Proposals Printing & Mailing Services

Notice

The City of La Vista is accepting proposal from qualified vendors for printing and mailing services for Community Guides, newsletters, and postcards.

Background

The City of La Vista publishes two (2) Community Guides and four (4) newsletters annually. For special events/projects, the City may also publish postcards up to five (5) times per year. These documents are mailed out to approximately 8,400 residential and commercial addresses. Due to the anticipated length of the agreement, there will only be one (1) Community Guide and two (2) newsletters published in 2026 under this agreement.

General Information

La Vista is one of the fastest growing cities in the State of Nebraska with a population of approximately 17,000. It is a relatively young, progressive city situated in the southwestern portion of the Omaha Metropolitan Area. The City has a Mayor-Council form of government and employs a professional City Administrator to serve as the chief administrative officer of the City. La Vista has seven departments including Administration, Administrative Services, Community Development, Library, Police, Public Works, and Recreation.

Period of Performance

A contract awarded as a result of the RFP will be for a term of eighteen (18) months and is intended to begin on January 1, 2025 and end on June 30, 2026.

Tentative Schedule

The following dates are being provided for your information and planning purposes. Although every effort will be made to follow this schedule, we reserve the right to modify the dates as necessary.

<u>Action</u>	<u>Date</u>
Release of RFP	October 16, 2024
Published	October 23, 2024
Deadline for Questions	November 1, 2024
Deadline for Submission of Proposals	November 8, 2024
Vendor Interviews, if applicable, week of	November 11, 2024
Contract Awarded	December 3, 2024
Contract Start Date	January 1, 2025

Required Contents of Proposals

At a minimum, each proposal must include the following:

1. Transmittal Letter – Provide a transmittal letter signed by an authorized representative of the firm.
2. Attachment A: Rate Proposal (Pages 7 - 9 of 15)
3. Attachment B: References (Page 10 of 15)
4. Attachment C: Declaration of Bidder (Page 11 of 15)
5. Copies of Sample Documents Requested by the City (See Page 5, Item 1.2)

General Conditions and Instructions for Bidders

These General Conditions and Instructions for Bidders are incorporated herein and made part of these specifications.

1. Interested firms shall submit one (1) unbound, single-sided original of bidding documents on standard weight paper (no heavy weight paper or tabbed dividers). Sample printed materials shall be comparable to specifications of the documents listed on pages 8-9 of this request for proposals.
2. Faxes or electronic submissions, or any other media other than listed in #1 are not acceptable.
3. Any proposer may withdraw his/her proposal, either personally or by written request, at any time prior to the closing time for receipt of proposals.
4. Proposals received after the scheduled closing time for receipt of proposals will be returned, unopened to the proposer(s).
5. No bid may be withdrawn after the scheduled closing time for receipt of bids for at least sixty (60) days.
6. The City of La Vista is not bound to recommend a proposal on the basis of the lowest quoted price alone.
7. Any discount quoted will be deducted from the price when bill is paid. All appropriate government discounts should apply.
8. The owner reserves the right to reject any or all bids, and to waive informalities or irregularities in the bidding, and to negotiate contract terms with the various bidders when such is deemed by the owner to be in its best interest. The right is also reserved to accept or reject any part of bid unless otherwise indicated by vendor.
9. Instructions, manufacturer's catalog numbers, etc., where shown herein are for descriptive purposes to guide the bidder in interpreting the standard, quality, design, and performance desired and shall not be construed to exclude proposals based on furnishing other types of materials.
10. Any substitutions must equal or surpass the specifications. When submitting a substitute article as equal, full name and description must be given, the City reserving the right, however, of deciding upon its suitability for the purpose intended.
11. Prices quoted shall not be subject to increase during the entire term of the contract. However, should there be a reduction in the price of any one or more items covered by the contract, during the period of the contract, the price to the City of La Vista shall be reduced to equal the revised list price less the discount herein quoted.
12. The City shall have the right to inspect any material or services specified herein. Equipment, supplies, or services that fail to comply with the specification herein as regards to design, material, or workmanship are subject to rejection at the option of the City. Any materials rejected shall be removed from the premises of the City of La Vista at the expense of the vendor.

13. All prices and notations must be in ink or typewritten. Mistakes may be crossed out, and corrections typed adjacent and must be initialed in ink by person signing the proposal.
14. Bids must be submitted on the forms provided in a sealed envelope plainly marked **"Sealed Proposal for Printing & Mailing Services"** with material description, date and time of closing written thereon. All bid proposals must be signed by an authorized officer or employee of the company and include the firm name.
15. Questions regarding the scope of work and specifications received less than five (5) business days before the proposal opening shall not be answered. Any interpretation or correction of the proposed documents will be made only by addendum, duly issued, and a copy of such addendum will be posted on the City's website: CityofLaVista.org. The City is not responsible for any other explanations or interpretations of the proposed documents. **Questions should be directed to Pam Buehe, City Clerk, at 402-331-4343 or by e-mail to PBuehe@CityofLaVista.org before proposal is submitted.**
16. As required by State Law, neither the vendor nor his subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to their hire, tenure, terms, conditions, or privileges of employment or because of their race, color, religion, sex, disability, or natural origin.

Additional Requirements

Notwithstanding anything in these specifications to the contrary:

1. Taxes. Purchases by the City are exempt from the payment of federal excise taxes and Nebraska sales and use taxes, and all such taxes shall be excluded from bids. Tax exemption certificates will be provided upon request.
2. Modifications. Bidder understands, acknowledges and agrees that no employee, agent or representative of the City has any authority to make any representations, statements, warranties, agreements or modifications to, of, or regarding these specifications or any contract of the City without the written approval of the City Administrator; provided, however, that any representation, statement, warranty, agreement or modification that has any actual or potential impact to the City of more than \$5,000 shall require the prior written approval of the Mayor and City Council of the City of La Vista.
3. Fair Labor Standards. Pursuant to Neb. Rev. Stat. Section 73-102, by submitting a bid, supplier hereby represents and certifies to the City of La Vista that supplier is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and, if supplier is the successful bidder, in the execution and performance of the contract on which it is bidding; and in the execution and performance of said contract, fair labor standards will be maintained.
4. Shipping. Publications must be dropped at the central Omaha office of the United States Postal Service, which is located at 1124 Pacific St. Rm 107, Omaha, NE 68108.

SPECIFICATIONS FOR PRINTING & MAILING SERVICES

The following specifications shall apply to purchases of Printing & Mailing Services for the City of La Vista, Nebraska, herein called the City. At this time, the City has the following minimum quantities of electronic documents to be printed. The City reserves the right to waive minor technicalities under this specification.

Publication Description	#Per Publication	Frequency of Publication
<i>Community Event Guide</i>	8,600 Units	2 Issues per Year*
<i>Newsletter</i>	8,600 Units	4 Issues per Year*
<i>Newsletter Insert with Tabs</i>	8,600 Units	0 – 4 per Year
<i>Postcards</i>	8,600 Units	0 – 5 per Year

* Due to the anticipated length of the agreement, in 2026, there will only be one (1) Community Guide and two (2) newsletters published under this agreement.

1.0 GENERAL REQUIREMENTS:

- 1.1 The vendor shall supply the City of La Vista with a minimum of three (3) local references that the vendor has provided printing services to.
- 1.2 The vendor shall supply the City of La Vista with a minimum of three (3) print job samples comparable to the specifications of the Community Guide and/or Newsletter and a minimum of two (2) print job sample comparable to the specifications of the Postcards.
- 1.3 The vendor shall have been continuously in business under the same company name for at least three (3) years.
- 1.4 The vendor must be able to print quality black & white documents as well as quality spot color or four-color documents.
- 1.5 The vendor must be able to print digital camera photographs supplied in electronic format.

2.0 SPECIFICATIONS:

- 2.1 Printing of Desk Top Publishing documents in electronic format:
 - All documents will be supplied in electronic format. Documents will be created in the most-current version of Adobe InDesign.
- 2.2 Vendor shall provide one (1) proof to City for approval prior to printing and mailing of the publication.

3.0 MATERIAL:

- 3.1 All paper used for printing these documents shall be new and of the best quality and shall be applied in accordance with the manufacturer's recommendations and the latest industry standards. The paper may contain recycled content, so long as the appearance of the paper is approved by the City of La Vista. Paper substitutions must be approved in writing.

4.0 DELIVERY AND PACKAGING:

- 4.1. All documents delivered shall be as they were provided electronically unless the City gives written authorization for a modification.
- 4.2. All delivery costs shall be included in the bid price for each publication.
- 4.1 All original documents shall be packaged to fully protect documents during shipment. Documents shall be packaged in quantities to allow for manual handling of the delivered packages.
- 4.2 Delivery of all material shall be made during normal working hours (8:00 a.m. – 4:30 p.m.) Monday through Friday, exclusive of holidays, unless special arrangements are made.
- 4.3 Slippage of delivery dates is not acceptable, unless the City of La Vista does not deliver the electronic document in accordance with the established schedule.
- 4.4 Delivery of all printed documents for *Community Guide, Postcards, and Newsletters* shall be made within ten (10) working days of delivery of the electronic document.
- 4.5 A delivery schedule for all publications will be delivered to the successful bidder when the contract is signed.

5.0 SETUP REQUIREMENTS:

- 5.1 The vendor will supply their requirements for settings for color, graphics, fonts and other relevant settings for the preparation of the electronic documents in advance. The City of La Vista will provide the vendor with the electronic documents in final form.

6.0 POSTAGE:

- 6.1 The vendor will indicate in the rate proposal whether postage will be pre-paid by the vendor and invoiced to the City or paid by a City check listing the United States Postal Service (USPS) as the payee. If the postage is to be pre-paid by the vendor, the vendor must submit a separate invoice to the City for the cost of the postage. There shall be no markup on the cost of the postage. If the postage is to be paid by a City check listing the USPS as the payee, the vendor shall submit a copy of the completed PS Form 3602-R to the City. The City will prepare the check and notify the vendor when the check is ready. It shall be the responsibility of the vendor to pick up the check from City Hall and deliver the check to the USPS with the mailing.



City of La Vista, Nebraska
Request for Proposals
Printing & Mailing Services

ATTACHMENT A: RATE PROPOSAL

Legal Name of Company: _____

Address _____

City _____ State _____ Zip _____

Tax ID Number _____

Contact Person: _____ Title _____

Phone _____ Fax _____

E-mail Address _____

Alternate Person: _____ Title _____

Phone _____ Fax _____

E-mail Address _____

ADDENDA:

*Proposer shall insert number of each addendum received. If no addenda were received, please mark "**NONE**".*

No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ NONE _____

NOTE: Failure to acknowledge receipt of addenda may render the proposal non-responsive.

Postage:

Please indicate how postage will be paid.

☐ Postage will be pre-paid by vendor, and a separate invoice for postage will be submitted to the City.

☐ Vendor will submit a copy of the completed PS Form 3602-R to the City and ask the City to prepare a check listing the United States Postal Service as the payee. *Vendor is responsible to pick up the check from City Hall and deliver the check to the USPS with the mailing if this option is selected.*

Community Event Guide

NOTE: The number of pages will be determined by content and may vary per issue.

Count
8,600 Units

Frequency
2 Issues per Year*

Specifications:

- 80# Gloss Book Weight, Self Cover
 - 11 x 17 folded to 8½ x 11
- Printed Front & Back
 - 4 Color
 - Full Bleed
- Saddle Stitch (Two Staples)
- Preparation and Delivery to Post Office of 8,400 Units
 - Publication to be Mailed Flat
 - Mailed under Bulk Mail Permit
 - Postage to be Paid by the City
- Delivery of Remainder 200 Units to City Hall
- The City of La Vista shall own the rights to the deliverables produced under this agreement.

Alternate 1: 24 pages including cover – Total Cost Per Issue	\$
Alternate 2: 44 pages including cover – Total Cost Per Issue	\$
Alternate 3: 48 pages including cover – Total Cost Per Issue	\$
Alternate 4: 52 pages including cover – Total Cost Per Issue	\$

* Due to the anticipated length of the agreement, in 2026, there will only be one (1) Community Guide published under this agreement.

Postcards

Count
8,600 Units

Frequency
Optional: 0 to 5 per Year

Specifications:

- 100# Gloss Cover
 - 8¾ x 5¾
- Printed Front & Back
 - 4 Color
 - Full Bleed
- Trim, as necessary
- Preparation and Delivery to Post Office of 8,400 Units
 - Publication to be Mailed Flat
 - Mailed under Bulk Mail Permit
 - Postage to be Paid by the City
- Delivery of Remainder 200 Units to City Hall
- The City of La Vista shall own the rights to the deliverables produced under this agreement.

Total Cost Per Issue	\$
-----------------------------	----

Newsletter

NOTE: The number of pages will be determined by content and may vary per issue.

Count
8,600 Units

Frequency
4 Issues per Year*

Specifications:

- 80# Gloss Book Weight, Self Cover
 - 11 x 17 folded to 8½ x 11
- Printed Front & Back
 - 4 Color
 - Full Bleed
- Saddle Stitch (Two Staples)
- Preparation and Delivery to Post Office of 8,400 Units
 - Publication to be Mailed Flat
 - Mailed under Bulk Mail Permit
 - Postage to be Paid by the City
- Delivery of Remainder 200 Units to City Hall
- The City of La Vista shall own the rights to the deliverables produced under this agreement.

Alternate 1: 8 pages including cover – Total Cost Per Issue	\$
Alternate 2: 16 pages including cover – Total Cost Per Issue	\$
Alternate 3: 20 pages including cover – Total Cost Per Issue	\$
Alternate 4: 24 pages including cover – Total Cost Per Issue	\$

* Due to the anticipated length of the agreement, in 2026, there will only be two (2) newsletters published under this agreement.

Newsletter Insert with Tabs

Count
8,600 Units

Frequency
Optional: 0 to 4 per Year

Specifications:

- 80# Gloss Book Weight
 - Trimmed to 8½ x 11
- Printed Front & Back
 - 4 Color
 - Full Bleed
- Insert in Newsletter, Fold Newsletter, and Apply Tabs to Close Mailer
- Preparation and Delivery to Post Office of 8,400 Units
 - Mailed under Bulk Mail Permit
 - Postage to be Paid by the City
- Delivery of Remainder 200 Units to City Hall
- The City of La Vista shall own the rights to the deliverables produced under this agreement.

Total Cost Per Issue	\$
-----------------------------	----



City of La Vista, Nebraska
Request for Proposals
Printing & Mailing Services

ATTACHMENT B: REFERENCES

Every vendor is expected to provide three (3) local references with accurate contact information. Every proposal/bid must include this sheet to facilitate proposal evaluation. This is a requirement that will not be waived. "Local reference" is defined as a reference from within the state of Nebraska.

REFERENCE 1:

Name of Company _____

Address _____

City _____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____ Email _____

REFERENCE 2:

Name of Company _____

Address _____

City _____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____ E-mail _____

REFERENCE 3:

Name of Company _____

Address _____

City _____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____ E-mail _____



City of La Vista, Nebraska
Request for Proposals
Printing & Mailing Services

ATTACHMENT C: DECLARATION OF BIDDER

1. In submitting this bid, the undersigned, declares that he/she is of lawful age and that he/she executed the accompanying bid on behalf of the bidder therein named. The undersigned declares that he/she has lawful authority to execute the bid, and said bidder has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bids or any bids, the limiting of the bid or bidders, the parceling or farming out to any bidder or bidders, or other persons or any part of the Contract or any part of the subject matter of the bid or bids or of the profits thereof. He/she also declares that the bidder has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with him/her in said bid or bids, until after said sealed bid or bids are opened.
2. The undersigned further declares that he/she has carefully examined the General Conditions and Instructions for Bidders, Additional Requirements, Specifications, and other Contract Documents, and that he/she has satisfied himself/herself as to all quantities, delivery and to the right of the City to order additional quantities of material at the unit bid prices.
3. It is understood that the General Conditions and Instructions for Bidders, Additional Requirements, Specifications, Bid Form and Agreement all form the contract Documents and are fully a part of the contract Agreement as if each were fully repeated therein.
4. The undersigned declares to the best of his/her knowledge the information contained in this proposal is accurate and complete including all forms required for submission in accordance with the terms and conditions listed in this request for proposals and any subsequent addenda.
5. The undersigned realizes that the final funding for any service is based upon funding levels and the approval of the La Vista City Council.
6. The undersigned guarantees that the company listed above has been continuously in business under the same company name for at least three (3) years.

Dated this ____ day of _____, 2024.

Signature

Date

Print Name

Title



City of La Vista, Nebraska
Request for Proposals
Printing & Mailing Services

ATTACHMENT D: SAMPLE AGREEMENT

CITY OF LA VISTA, NEBRASKA
SAMPLE AGREEMENT BETWEEN CITY AND VENDOR
FOR PRINTING AND MAILING SERVICES

THIS AGREEMENT also referred to as "Contract" is made and entered into this _____ day of _____, 2024, by and between the City of La Vista, Nebraska, hereinafter the "Vendor";

WITNESSETH:

WHEREAS, the City has caused to be prepared, General Conditions and Instructions for Bidders, Additional Requirements, Bid Form, this Agreement, Specifications and other contract Documents, for the materials and services herein described, and has approved and adopted these said Contract Documents and has caused to be published, an advertisement inviting sealed bids for furnishing materials, labor, tools, equipment and transportation necessary for, and in connection with this Agreement; and

WHEREAS, the Vendor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed bid in accordance with the terms of this Agreement; and

WHEREAS, the City, has opened, examined and reviewed the Bids submitted, and as a result of this review has, determined and declared the Vendor to be the lowest and most responsible bidder for providing the said materials and services, and has duly awarded to the said Vendor a contract therefore upon the terms and conditions set forth in this Agreement and for the sum or sums named in the Bid Form attached to and made a part of this Agreement.

NOW THEREFORE, in consideration of the compensation to be paid the Vendor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors, and the Vendor for itself, himself/herself or themselves, its, his/her or their successors and assigns, or its, his/her or their executors and administrators, as follows:

ARTICLE I. The Vendor will furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the work as designated, described and required by the Contract Documents, all in accordance with the General Conditions and Instructions for Bidders, Additional Requirements, Bid Form, this Agreement, Specifications and other contract Documents on file with the City Clerk of La Vista, Nebraska, all of which Contract Documents form the Contract, and are as fully a part hereof as if repeated verbatim herein; all work to be done and materials delivered in a good, substantial and workmanlike manner and to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Nebraska and the United States of America.

ARTICLE II. The City shall pay to the Vendor for the performance of the work embraced in this contract, and the Vendor will accept in full compensation therefore, the sum of money as noted below in the Publication Costs Chart. This will be referred to as Contract Price, (subject to adjustment as provided by and in accordance with the Contract Documents) for all work covered by and included in the contract award. The payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents. The City reserves the right to make additions and deletions to the Contract Documents as provided in the Contract Documents.

PUBLICATION COSTS CHART

Publication	Frequency	Cost Per Issue
Community Guide – Alternate 1 – 24 pages	2 Issues per Year*	\$
Community Guide – Alternate 2 – 44 pages		
Community Guide – Alternate 3 – 48 pages		\$
Community Guide – Alternate 4 – 52 pages		\$
Newsletter – Alternate 1 – 8 pages	4 Issues per Year*	\$
Newsletter – Alternate 2 – 16 pages		
Newsletter – Alternate 3 – 20 pages		\$
Newsletter – Alternate 4 – 24 pages		\$
Newsletter Insert with Tabs	0 to 4 per Year	\$
Postcards	0 to 5 per Year	\$

** Due to the agreement ending in June 2026, there will only be one (1) Community Guide and two (2) newsletters published in 2026 under this agreement.*

ARTICLE III. The Vendor shall commence work on January 1, 2025 and will complete all work covered by this contract on or before June 30, 2026.

ARTICLE IV. The Vendor shall not subcontract, sell, transfer, assign or otherwise dispose of the contract or any portion thereof without previous written consent of the City. No subcontracts, or other transfer of Contract, shall release the Vendor of its liability under the Contract.

ARTICLE V. Vendor specifically acknowledges and confirms that it has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in the other Contract Documents and knowingly accepts same.

ARTICLE VI. It is specifically agreed between the parties executing this Agreement, that the contract Documents are not intended to create any third-party beneficiary relationship. Nor are they to authorize anyone, not a party to this Agreement, to maintain a suit for personal injuries or property damage, pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE VII. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein or in the other contract Documents.

ARTICLE VIII. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Nebraska.

ARTICLE IX. All local, state and federal laws and requirements as described in the Contract Documents that apply to this Agreement shall be incorporated herein by reference.

ARTICLE X. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

ARTICLE XI. Either party may at any time, upon sixty (60) days prior written notice to the other party terminate this Agreement.

IN WITNESS WHEREOF, the City of La Vista, Nebraska has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Vendor has executed this Contract in the prescribed form and manner, the day and year first above written.

CITY OF LA VISTA, NEBRASKA

(SEAL)

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

Vendor

(SEAL)

BY: _____
Signature

ATTEST:

Address

Secretary

City, State, Zip

Phone Number

Facsimile Number

Email Address

(If the president of the corporation or general partner of the partnership does not execute the Contract, please provide documentation, which authorizes the signatory to bind the corporation or partnership.)

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 15, 2024 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – CITIZEN REPORTING SOFTWARE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY MANAGING DIRECTOR OF ADMINISTRATIVE SERVICES

SYNOPSIS

A resolution has been prepared authorizing the purchase of CivicPlus's - SeeClickFix Pro citizen reporting software in an amount not to exceed \$11,056.63.

FISCAL IMPACT

The FY25/FY26 Biennial Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval.

BACKGROUND

Understanding the importance of effective communication in creating a positive and efficient civic experience for residents and city staff, particularly when addressing citizen concerns, an improved communication tool was included in the FY25 budget. The current Citizen Request for Action system does not fully meet the needs of modern residents. The proposed CivicPlus's SeeClickFix Pro tool will consolidate messages from various channels, such as email, text, in-person meetings, and digital media, into a single interface. It will track messages in each user's profile, allowing for quicker responses. Additionally, it will document resident communication histories within their profiles and enable personalized service interactions. Implementing this type of system with adaptable internal processes and configurable tools will ensure improved service delivery and more efficient workflows.

Because the City currently uses CivicPlus for its website, this would simply be an addition.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF CITIZEN REPORTING SOFTWARE IN AN AMOUNT NOT TO EXCEED \$11,056.63.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of citizen reporting software is necessary; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for the proposed purchase; and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorizing the purchase of citizen reporting software in an amount not to exceed \$11,056.63.

PASSED AND APPROVED THIS 15TH DAY OF OCTOBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Bueth, MMC
City Clerk

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-69881-1

4/10/2024 3:41 PM

10/31/2024

Client:

City of La Vista, NE

Bill To:

LA VISTA, NEBRASKA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Ryan McNelly		ryan.mcnelly@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	SeeClickFix Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	SeeClickFix Pro	Unlimited gov user licenses for the SeeClickFix CRM/311 system that includes request management, constituent management & profile, work order management, and a multi-channel communications inbox.

List Price - Initial Term Total	USD 16,541.16
Total Investment - Initial Term	USD 11,056.63
Annual Recurring Services (Subject to Uplift)	USD 16,541.16

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 15, 2024 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – GYM WALL PADS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	HEATHER BULLER RECREATION DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the purchase of wall pads for the Community Center Gym from Sports Facility Maintenance, LLC, Omaha Nebraska in an amount not to exceed \$8,397.09.

FISCAL IMPACT

The FY25/FY26 Biennial Budget includes funding for the proposed purchase.

RECOMMENDATION

Approval.

BACKGROUND

Staff is requesting the purchase of new wall pads for the Community Center gym as outlined in the biennial budget adopted September 3, 2024. The current wall pads are torn and falling off the wall. The replacement of wall pads will provide a safer environment for participants, improve the amenities offered to the public, and align with the city's brand. Wall pads come with an 18-month manufacturers defect warranty and are expected to be delivered within 8 weeks and installed in 2 days. The 14 oz polyester vinyl covers a pad of 2.5 in. and has a life expectancy of 20 years.

Quotes were requested from two vendors and staff received one quote back. Staff recommends the purchase from Sports Facility Maintenance, LLC. They are a local vendor that also performs annual maintenance on the basketball hoops.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF WALL PADS FROM SPORTS FACILITY MAINTENANCE, LLC, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$8,397.09.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of wall pads is necessary; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for the proposed purchase; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secure council approval prior to authorizing any 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 wall pads from Sports Facility Maintenance, LLC, Omaha, Nebraska in an amount not to exceed \$8,397.09.

PASSED AND APPROVED THIS 15TH DAY OF OCTOBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

Sports Facility Maintenance

7915 Harney Street
Omaha, NE 68114 US
402-618-4353
casey@sportsmaint.com



Estimate

ADDRESS

City of LaVista Recreation
Dept.
8116 Park View Boulevard
LaVista, NE 68128

ESTIMATE # 1263**DATE 09/23/2024****QTY DESCRIPTION****LAVISTA COMMUNITY CENTER - WALL PAD PROJECT**

- 1 Purchase Wall Pads - Location of the pads to match existing locations. The pads are going to be taller than what is there currently. The pads will be approx 4" off the floor (just above the base trim) and be tall enough to cover the holes in the wall from the current pads. Custom logo on the East end. Flange mount. Color to be NAVY.
- 1 Demo old pads - NOTE: No dumpster is included in this proposal so disposal of pads will need to be handled by the facility.
- 1 Purchase install hardware
- 1 Shipping
- 3 Cut outs for outlets, windows, door handles
- 24 Install
- 1 TOTAL:

TOTAL**\$8,397.09**

Accepted By

Accepted Date

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 15, 2024 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – WHEEL LOADER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing the purchase of one (1) 2024 Komatsu WA320-8 Wheel Loader from Road Builders Machinery and Supply, Omaha, Nebraska in an amount not to exceed \$269,189.

FISCAL IMPACT

The FY25/FY26 Biennial Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval.

BACKGROUND

On April 26, 2024, the Public Works Capital Equipment Purchasing Team hosted a loader demo event at the Public Works shop. This event hosted five different wheel loader manufacturers and their representatives to demo their machines and allow staff to ask questions about specifications and options. Department members then voted on their top 3 picks for wheel loaders. A second round of demos was completed at the end of the summer, with a total of six different machines that were operated by staff. Using the feedback provided by staff from these events, the Public Works Capital Equipment Purchasing Team recommends the purchase of the Komatsu wheel loader.

The proposed purchase of the wheel loader will be used in all facets of public works operations such as snow removal, material handling and debris removal and cleanup and will be purchased through Sourcewell Contract #011723-KOM

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) WHEEL LOADER FROM ROAD BUILDERS MACHINERY AND SUPPLY, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$269,189.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase one (1) wheel loader is necessary; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for the proposed purchase; and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorizing the purchase of one (1) wheel loader from Road Builders Machinery and Supply, Omaha, Nebraska in an amount not to exceed \$269,189.00.

PASSED AND APPROVED THIS 15TH DAY OF OCTOBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



Road Builders Machinery and Supplies Co.
Omaha NE
Presented by:
Tyler Trouba

Quote #: tjt-0276
10/8/2024 7:45 PM
Page 1 of 8
402-619-0040
ttrouba@rbmsco.com

Billing Address:

City of La Vista Nebraska Prospect022722
9900 Portal Road
La Vista NE 68128-5509
Main Phone# 402-214-7880

Shipping Address:

City of La Vista Nebraska
9900 Portal Road
La Vista NE 68128-5509

Komatsu Quote

Qty: 1 2024 KOMATSU WA320-8
S/N Factory Order, STOCK # N.I.S.
\$269,189.00

Equipped as follows:

(x4) TIRE ONLY 20.5R25 XHA L3 MICHELIN
4 RIMS 20.5 R25 FOR TIRE ONLY
STANDARD BOOM
3 SPOOL MONO HYDRAULICS
KOMATSU HYD QUICK COUPLER
COUNTERWEIGHT ADDITIONAL
BKT CYL, STD
LSD AXLE
ENGINE INTAKE, STD
FENDERS - REAR FULL

Standard Options

Engine and related items:

Air cleaner, dry-type, two stage, radial sealed
Engine shut-off system, electric with key
Engine, Komatsu SAA6D107E-3, 6 cylinder, turbocharged, air to
air after cooled, cooled EGR, direct injection Tier 4 Final emissions
certified, diesel
Gross HP: 170HP (127kW) / 2100 RPM (SAE J1995)
Net HP: 165HP (123kW) / 2100 RPM (SAEJ1349) ISO / 9249
Max HP: 173HP (129kW) / 1900 RPM (ISO 14396)
Exhaust pipe, curved
Fan, auto-reversing, hydraulic-driven
KDPF - After-Treatment Assembly Consisting of KDOC and KCSF
Komatsu Auto Idle Shutdown
SCR - Selective Catalytic Reduction aftertreatment with
DEF tank and heated lines
Starting aid, intake manifold preheater

Electrical system:

Alternator, 90 ampere, 24 volt
Back-up alarm
Batteries, 2 x 12 volt (92 Ah) (680 CCA)
Battery disconnect switch

Equipment Management Monitoring System (EMMS)

Monitor: Multi-fuction, 7 inch, LCD, color high-resolution
Warning Message System with Descriptions

Gauges

DEF Level
Engine water temperature
ECO
Fuel level
HST oil temperature
Speedometer / Tachometer

Pilot Lights

Auxiliary steering (opt)
Brake oil pressure
Central warning
Cooling fan reverse
DEF Level
Directional indicator
ECSS
Engine pre heater
Head lamp high beam

** Subject to all applicable taxes. This proposal is good for 30 days and subject to availability. Pricing is subject to change without notice.*



Road Builders Machinery and Supplies Co.

Omaha NE
Presented by:
Tyler Trouba

Quote #: tj-0276
10/8/2024 7:45 PM
Page 2 of 8
402-619-0040
ttrouba@rbmsco.com

Horn, electric
Lights
Back-up light, rear, LED
Stop and tail, LED
Turn signal, (2 front, 2 rear) with hazard switch
Working lights, halogen (2 front, high low
beam with indicator, fender mount, 2 rear grill mount
Working lights, halogen (2 front)
outside of cab mount
Sealed DT electrical connectors
Starting motor, 5.5 kW direct electric, 24 V

Power Train and Controls:

Differentials, torque proportioning, inboard planetary
Parking brake, wet multiple disc
Service brakes, hydraulic, wet multiple disc, axle by axle (inboard)
Transmission, hydrostatic, 1 pump, 2 motors, full auto
shift with speed range control
Transmission control
F/R: steering column / loader control lever selectable
Max speed control: electric, 4 speed F/R
Traction control: electric, 3 mode

Operator environment:

Cab, (ROPS/FOPS) (installed), includes; adjustable arm
rests, adjustable work equipment levers, cigarette lighter/
ashtray, dome light, electrically heated rear window, air
conditioner / heater / defroster / pressurizer, floor mat,
front (intermittent) and rear wiper/washer, rearview mirrors
(2 outside, 2 inside), right hand and left hand door access
with steps and sunvisor
Hydraulic control, 2 spool (boom/bucket), multi-function mono lever
control, with integrated transmission F/R switch and includes
integrated third spool proportional switch (3 spool is optional)
Monitor, 7 inch, LCD, color
Radio, AM/FM with speakers and auxiliary jack
Rear view monitor
Seat, heated air suspension type, reclining with armrests (fabric)
Seat belt, 3 width, retractable
Steering wheel, tiltable, telescopic

HST Emergency pump drive
KDPF restriction indicator
Komtrax message
Parking brake warning
Quick coupler lock release (opt)
Remote Boom & Bucket Positioner
Seat belt caution
Steering oil pressure
Traction level
Transmission speed range
Turn signal
Work equipment lock warning

Special arrangements:

Ambient Temperature Range, -20°C (-4°F)
through +45°C (+113°F) at maximum standard elevation
of 2,300 meters (7,546 ft.)

Other Standard Equipment:

Boom kick-out, automatic, in-cab adjustable
Bucket and lift cylinders
Bucket positioner, automatic, in-cab adjustable, 3 position
Centralized grease banks
Counterweight, standard and additional
Electronically Controlled Suspension System (ECSS)
Fenders, front & partial rear, Hand rails, front, LH & RH
KOMTRAX, Level 5
Parallel loader linkage and standard lift boom, Lifting eyes
Provision for Quick Coupler (mount points for piping,
harness for cab switch)
Rims for 20.5-25 tires (4 each)

Vandalism Protection:

Caplock & cover for fuel tank & hydraulic tank
Padlocks
Battery boxes
Engine hood side panels & rear grill, lockable
Radiator cap cover (bolted)
Transfer case oil filler cover
Voltage converter (12 volt, 5 amp x 2)



Road Builders Machinery and Supplies Co.
Omaha NE
Presented by:
Tyler Trouba

Quote #: tj-0276
10/8/2024 7:45 PM
Page 3 of 8
402-619-0040
ttrouba@rbmsco.com

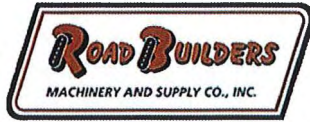
Warranty Details:

Komatsu Premier
Komatsu CARE Service Plan

60 Months / 3000 Hours
36 Months / 2000 Hours

Attachment Details:

GEM 14' Snow Pusher
Lincoln Lube: Auto Greasing System Installed
Rockland: 3.5 Yard General Purpose Bucket



Road Builders Machinery and Supplies Co.
Omaha NE
Presented by:
Tyler Trouba

Quote #: tj-0276
10/8/2024 7:45 PM
Page 4 of 8
402-619-0040
ttrouba@rbmsco.com

Quote Amount

Sale Price: \$269,189.00

Total Selling Price: \$269,189.00

Quote has been prepared for bid and/or budgetary review for Government/Municipal organization
Pricing, general unit availability, and estimated lead times are subject to change per conditions from Road Builders Machinery and Supplies Co., Komatsu America Corporation, and 3rd-party manufacturing

SOURCEWELL CONTRACT
Komatsu America (#011723-KOM)
Heavy Construction Equipment

MEMBER ID
City of La Vista (ID# 94124)
La Vista, Nebraska

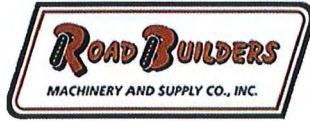
On behalf of RoadBuilders Machinery & Supplies Co., thank you for the opportunity to quote this
KOMATSU MODEL WA320-8 Wheel Loader Serial Number Factory Order Stock Number N.I.S..

Sincerely,

Tyler Trouba
District Sales Rep



** Subject to all applicable taxes. This proposal is good for 30 days and subject to availability. Pricing is subject to change without notice.*



Road Builders Machinery and Supplies Co.
Omaha NE
Presented by:
Tyler Trouba

Quote #: tjt-0276
10/8/2024 7:45 PM
Page 5 of 8
402-619-0040
ttrouba@rbmsco.com

Terms and Provisions

Customer Acceptance By: _____ Printed Name: _____
Date Signed: _____ PO #: _____
Requested delivery date: _____ Ship Via: _____
Terms: _____

Subject to Management approval

** Subject to all applicable taxes. This proposal is good for 30 days and subject to availability. Pricing is subject to change without notice.*



Road Builders Machinery and Supplies Co.
Omaha NE
Presented by:
Tyler Trouba

Quote #: tjt-0276
10/8/2024 7:45 PM
Page 6 of 8
402-619-0040
ttrouba@rbmsco.com

Komatsu Maintenance and Repair Programs

Komatsu Care	Komatsu Care Plus	Komatsu Care Plus II	Advantage Coverage
3 Years, 2000 Hours	Available past 10,000 Hours	Available up to 10,000 Hours	Available up to 10,000 Hours
Complimentary Scheduled Maintenance <ul style="list-style-type: none"> • Automatic scheduling • Maintenance parts & fluids • Travel and labor included • KOWA oil analysis • 50 point inspection • Service record history • Eligible for Komatsu Care Certified 	Scheduled Maintenance <ul style="list-style-type: none"> • Automatic scheduling • Maintenance parts & fluids • Travel and labor included • KOWA oil analysis • 50 point inspection • Service record history • Major component assurance • 100% Core guarantee • Special financing • Eligible for Komatsu Care Certified 	Scheduled Maintenance and Repair <ul style="list-style-type: none"> • Automatic scheduling • Maintenance parts & fluids • Travel & labor included • Genuine Parts • KOWA Oil analysis • 50 Point inspection • Service record history • Comprehensive repair coverage • Diagnostics included • Competitive pricing • Special financing • Eligible for Komatsu Care Certified 	Extended Warranty <ul style="list-style-type: none"> • Customizable repair coverage • Powertrain — powertrain components only • Powertrain Plus — powertrain and hydraulic systems • Premier — comprehensive machine coverage • Travel and labor included • Genuine Parts • Diagnostics included • Service record history • Special financing

Komatsu Care *Complimentary scheduled maintenance*

Komatsu Care is a complete service and advanced product support solution that Komatsu and our distributors provide to our customers. Komatsu Care features our exclusive complimentary scheduled maintenance program designed to keep your machines running longer.

Komatsu Care Plus *Scheduled maintenance*

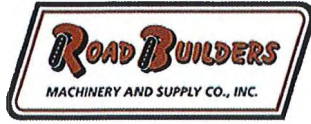
Komatsu Care Plus is a continuation of the Komatsu Care offering including added benefits like: Major component assurance, 100% core guarantee, and special financing.

Komatsu Care Plus II *Scheduled maintenance and repair*

Komatsu Care Plus II includes everything in Komatsu Care Plus bundled with a comprehensive repair coverage. This program allows you to fix the majority of your equipment's operating cost while minimizing downtime and maintaining proper repairs.

Komatsu Care Plus II must be purchased within 12 months of machine purchase.

* Subject to all applicable taxes. This proposal is good for 30 days and subject to availability. Pricing is subject to change without notice.



Road Builders Machinery and Supplies Co.
Omaha NE
Presented by:
Tyler Trouba

Quote #: tjt-0276
10/8/2024 7:45 PM
Page 7 of 8
402-619-0040
ttrouba@rbmsco.com

Advantage Coverage *Extended repair coverage*

Powertrain - Powertrain coverage from Komatsu ensures that your machine's powertrain is covered from expensive repairs

Powertrain Plus - Powertrain Plus offers coverage on all powertrain components plus hydraulic system coverage to keep your machine running strong.

Premier - Premier is our most comprehensive machine coverage option available. Bumper to bumper, Komatsu has you covered.



Knowledge is power. It's the power to have critical information at your fingertips, 24 hours a day to help you make better decisions. That's the reason Komatsu designed Komtrax: to provide you with answers to critical questions about your machines – what they are doing, when they did it, where are they right now, how they can be used more efficiently, and when they need to be serviced. With Komtrax, any authorized user can monitor machines on the Web; anywhere, anytime. The result is having the power to make fact-based decisions that have a direct effect on your bottom line through increases in efficiency and productivity, while lowering owning and operating costs.



Your centralized hub for fleet management:

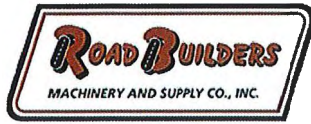
Designed to support your needs and help maximize the value of your equipment, this inclusive solution provides an array of insightful information about your fleet and the convenience of ordering parts, letting you manage your work site from anywhere.

Learn more about your equipment:

Quick access to equipment manuals, parts books and informative telematics that illustrate how your equipment is being used, how much it is idling, how much fuel it is consuming and much more.

Be proactive about your machine health:

Monitor each machine's health condition via telematics, order parts and get them delivered directly to your jobsite.



Road Builders Machinery and Supplies Co.
Omaha NE
Presented by:
Tyler Trouba

Quote #: tjt-0276
10/8/2024 7:45 PM
Page 8 of 8
402-619-0040
ttrouba@rbmsco.com

FINANCING

RoadBuilders offers solutions to your unique financial needs. We have a dedicated financial specialist who will find the financial options that are right for you - comprehensive, flexible, and cost-effective financing.

On the other hand, if you prefer to finance through your bank, we're happy to assist. We can always offer a financing comparison, which sometimes saves you money.

THERE ARE MANY PLANS TO CHOOSE FROM:

- Leasing Options
 - Lease with Fixed Residual
 - Lease with Fair Market Value Option
- Installment Sales Plan

KOMATSU

TAKEUCHI
From World First to World Leader

FINN

GOMACO
INTERNATIONAL LTD

BOMAG

GRADALL

MASABA

 **TEREX** | FUCHS

NPK

 **metso**

JRB

LaBounty

Etnyre

* Subject to all applicable taxes. This proposal is good for 30 days and subject to availability. Pricing is subject to change without notice.



QUOTATION

11002 Sapp Bros. Dr.
Omaha, NE 68138
(800) 628-6025

QUOTATION DATE 04/01/2024
VALID UNTIL 04/28/2024
QUOTATION ID QTO088735-2

Quoted To:
City of La Vista
8116 Park View Blvd
La Vista, NE 68128-2132
USA

Ship To:
City of La Vista - Central Park
8116 Park View Blvd
La Vista, NE 68128-2132
USA

Invoice Account	Order Account	Customer PO	Delivery Method	Page
3767500	3767500			0 of 0
Salesperson	Phone Number	Email Address		
Jim L Fischer	4026691892	jimfischer@nmccat.com		

Item Information

Machine Model: 938 Make: Caterpillar



11002 Sapp Bros. Dr.
Omaha, NE 68138
(800) 628-6025

QUOTATION

0 of 0

QUOTATION DATE 04/01/2024
VALID UNTIL 04/28/2024
QUOTATION ID QTO088735-2

Machine Specification

Model: 938

Description

938 14A WHEEL LOADER
LANE 3 ORDER
PREP PACK, UNITED STATES
ENVIRONMENT, MEDIUM DEBRIS
WEATHER, COLD START 120V
ENGINE
STANDARD LIFT, COUPLER READY
DIFFERENTIAL,LIMITED SLIP REAR
HYDRAULICS, 3V
LINES, AUX 3RD, STD LIFT
JUMPER LINES, AUX 3RD, FUSION
HYDRAULICS, STANDARD
LIGHTS, AUX, LED, PREMIUM
LIGHTS, ROADING, LED, RH
CAB, STANDARD
AIR CONDITIONING, R134A REF
PUSH START, PASSCODE SECURITY
SEAT, DELUXE, TILT AND TELE
CAMERA, REAR VIEW
MIRRORS, HEAT, ELEC ADJUST
STANDARD RADIO (12V), DUAL USB
STEERING WHEEL, STANDARD
JOYSTICK 3V, STEERING WHEEL
WINDSHIELD ACCESS STEPS
PRODUCT LINK, CELLULAR PLE643
FILM GP, WARNING, PL, ANSI
TIRES,20.5R25 MX XHA2 * L3
FENDERS, FULL COVER
CTWT, AGGREGAGE ,4431LBS, 8PCS
TOOLBOX AUX
HYDRAULIC OIL, STANDARD
SERIALIZED TECHNICAL MEDIA KIT
RIDE CONTROL
HOLDER,CELL PHONE
BEACON, WARNING, STROBE, AMBER
MIRROR, INTERNAL 2X REAR VIEW
VISOR, INTERNAL, REAR
GUARD, DRIVESHAFT
GUARD, POWERTRAIN, LOWER
GUARD, POWERTRAIN, SIDE
GUARD, CRANKCASE
GUARD, STEERING CYLINDER
GUARD, HITCH
QUICK COUPLER,FUSION,HIGH VIS
BUCKET-GP, 3.8 YD3, FUS, BOCE
CERTIFICATE OF ORIGIN, ENGLISH
PACK, DOMESTIC TRUCK

[Handwritten signature]




QUOTATION

11002 Sapp Bros. Dr.
Omaha, NE 68138
(800) 628-6025

QUOTATION DATE 04/01/2024
VALID UNTIL 04/28/2024
QUOTATION ID QTO088735-2

Sell Price of 938	311,545.00
Extended Warranty	Included
Document Fee	0.00
Net Balance Due	311,545.00
Sales Tax	0.00
After Tax Balance	311,545.00

Warranty

Extended Warranty: 5yr/2500hr premier 

Notes

→ 2024 Sourcewell Contract #032119-CAT ←

CVA

5 year/ 2500 hour Premium CVA

Additional Terms

This Quotation is provided for general information purposes only and is not binding upon either party. No binding agreement shall exist unless or until the parties enter into a Sales Agreement under NMC's standard Sales and Service Terms for Caterpillar Products (a copy of which is available at <https://www.nmccat.com/legal-terms>). Any terms and conditions provided by Buyer are expressly rejected and any purchase order or other terms provided by Buyer shall be considered solely as internal documentation of Buyer and not legally binding upon NMC regardless of NMC's signature upon any such document.

NMC cannot guarantee availability of equipment. In addition, while NMC endeavors to provide accurate pricing in this Quotation, due to circumstances beyond NMC's control, such pricing is considered an estimate only and may be subject to change as market, supply, or other circumstances require.

5 yr NMC warranty included

WISE

HEAVY EQUIPMENT

CTL



8-27-24

Attn: Jeff Cox
City of LaVista
9900 Portal Road
LaVista, NE 68128
Phone: 402-214-7880

WISE HEAVY EQUIPMENT appreciates the opportunity to quote you the following piece of Equipment:

Year and Unit #: 2024 - # 628261
Make: VOLVO – See Volvo at www.volvoce.com
Model: L90H2 – Wheel Loader
Serial: VCE0L90HK0S628261
Engine and Hours: D6J - T4F – 8 Hrs
Boom: Standard Boom
Controls & OBW: Single Lever and equipped with Onboard Weighing
Hydraulics: 3rd Function Hydraulics
Counterweight: Logging Counterweight for additional stability
*Coupler: JRB 416 Coupler as requested
*Tires: 20.5R25 Michelin SnoPlus Tires as requested
*Bucket: Werk-Brau 3.75 Yd Bucket with Bolt-On Edge for use with JRB 416 Coupler

*Normal Sale Price: \$ 255,545.00

*Municipality Discount: \$ 3,000.00

****Sale Price \$ 252,545.00**

****Includes 1-Yr/2,500Hr Factory Warranty “and” 5-Year/1,000Hr Complete Machine Extended Warranty**

****Includes Removal of existing Volvo Coupler and Purchase & Installation of JRB 416 Coupler**

****Includes Removal of existing Bridgestone Tires and Purchase & Installation of Michelin SnoPlus Tires**

****Includes Purchase of Werk-Brau 3.75 Yd Bucket with Bolt-On Edge for use with JRB 416 Coupler**

****Please Sign, Date, and Apply a PO# if one is required for this Purchase. Email Approved Quote to ksmith@wiseheavyequipment.com to complete the Purchase of this Unit:**

Mr. Kelly Smith

Equipment Manager

WISE HEAVY EQUIPMENT, LLC

9229 South 97th Street

LaVista, NE 68128

Cell # (402) 672-9138

*See Volvo Equipment: www.volvoce.com

Sign: _____

Date: _____

PO#: _____

THANK YOU FOR YOUR BUSINESS! – YOUR HEAVY DUTY INDUSTRY PARTNER IN THE FIELD!

Office: (402) 597-0860

www.volvoce.com

www.wiseheavyequipment.com

2024 YEAR - UNIT # 628261

VOLVO L90H2 WHEEL LOADER

20.5R25 BRIDGESTONE VJT L3 TIRES

3-PIECE RIMS - 20.5 TIRES

FULL FENDERS REAR - STD TIRE

MAX FAN SPEED - HOT CLIMATE

FUEL FILL STRAINER

DELAYED ENGINE SHUTDOWN

AIR PRECLEANER - TURBO TYPE III

ENGINE D6J - T4F - U.S.

ENGINE BLOCK HEATER - 120V

REVERSIBLE COOLING FAN

RIMPULL

AIR SUSPENDED SEAT - 2-POINT SEAT BELT

AUTO CLIMATE CONTROL WITH A/C

RADIO - BLUETOOTH/USB/AUX - NO CD

RADIO KIT - LEFT SIDE - 20 AMP

STEERING KNOB

SLIDING WINDOW IN DOOR

ACC FARENHEIT DECAL ONLY

UNIVERSAL KEY

SUN BLINDS - REAR WINDOWS

TIMER CAB HEATING

SECONDARY STEERING - ELECTRIC

LUNCH BOX HOLDER

ANCHORAGE MANUAL

LEFT ARMREST - VOLVO SEAT

CO-PILOT INCLUDING CAMERA + OBW HW

REARVIEW MIRRORS - ELECT, ADJUST, HEAT

SINGLE LEVER CONTROL

3RD FUNCTION HYD'S

HALOGEN FEATURE PACKAGE

WARNING BEACON - LED

JUMP START CONNECTOR - ISO

BACK-UP ALARM

SEPERATE ATTACHMENT LOCK - STD BOOM

MAX BOOM HEIGHT

OIL SAMPLING PORTS

FOOTSTEPS - FRONT FRAME

FOOTSTEP - RIGHT SIDE

BOOM SUSPENSION SYSTEM - BSS

COUNTERWEIGHT - LOGGING

TOWING PIN

DECALS - ENGLISH/SPANISH

HEAVY DUTY TAIL LIGHT GUARDS

COVER PLATES - REAR FRAME

BRACKET FOR FIRE EXTINGUISHER

EMERGENCY STOP

LIFETIME FRAME WARRANTY

CARETRACK SUBSCRIPTION

CARETRACK + SATELLITE - AT&T

DEACTIVATE SATELLITE SW

OPERATOR COACHING START

OPERATOR COACHING ADVANCED

ONBOARD WEIGHING SOFTWARE

ATTACHMENT BRACKET - VAB-STD