

LA VISTA CITY COUNCIL MEETING AGENDA

June 17, 2025

6:00 p.m.

Harold “Andy” Anderson Council Chamber
La Vista City Hall
8116 Park View Blvd

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **Police Life Saving Award: Conner Barnett**
- **Community Member Distinguished Service Awards: Jeff Harper, Stephen Triggs and Brian Kottich**
- **Service Award: Dutch Sevens – 20 Years**

All matters listed under item A, Consent Agenda, are considered to be routine by the city council and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

A. CONSENT AGENDA

1. **Approval of the Agenda as Presented**
2. **Approval of the Minutes of the June 3, 2025 City Council Meeting**
3. **Approval of the Minutes of the May 12, 2025 La Vista/Metropolitan Community College Condominium Owners Association, Inc. Meeting**
4. **Approval of the Minutes of the May 8, 2025 Library Advisory Board Meeting**
5. **Monthly Financial Reports – May 2025**
6. **Request for Payment – Spencer Management LLC – Professional Services – On-Call Pavement Repairs – \$112,750.40**
7. **Approval of Claims**

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

B. Resolution – Authorize Bids – 99th St. and Giles Rd. Intersection Improvements

C. Resolution – Award Contract – Emergency Police Station Roof Replacement

****D. Executive Session – Personnel**

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

****Amended June 16, 2025 4:00PM**

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



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **DUTCH SEVENER OF THE PUBLIC WORKS DEPARTMENT**, FOR 20 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Dutch Sevensen** has served the City of La Vista since June 13, 2005; and

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

NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **Dutch Sevensen** on behalf of the City of La Vista for 20 years of service to the City.

DATED THIS 17TH DAY OF JUNE 2025.

A handwritten signature in black ink, appearing to read 'Douglas Kindig', written over a horizontal line.

Douglas Kindig, Mayor

A handwritten signature in black ink, appearing to read 'Terrilyn Quick', written over a horizontal line.

Terrilyn Quick
Councilmember, Ward I

A handwritten signature in black ink, appearing to read 'Kirk J. Thomas', written over a horizontal line.

Kirk J. Thomas
Councilmember, Ward I

A handwritten signature in black ink, appearing to read 'Ronald Sheehan', written over a horizontal line.

Ronald Sheehan
Councilmember, Ward II

A handwritten signature in black ink, appearing to read 'Kelly R. Sell', written over a horizontal line.

Kelly R. Sell
Councilmember, Ward II

A handwritten signature in black ink, appearing to read 'Deb Hale', written over a horizontal line.

Deb Hale
Councilmember, Ward III

A handwritten signature in black ink, appearing to read 'Alan W. Ronan', written over a horizontal line.

Alan W. Ronan
Councilmember, Ward III

A handwritten signature in black ink, appearing to read 'Kevin Wetuski', written over a horizontal line.

Kevin Wetuski
Councilmember, Ward IV

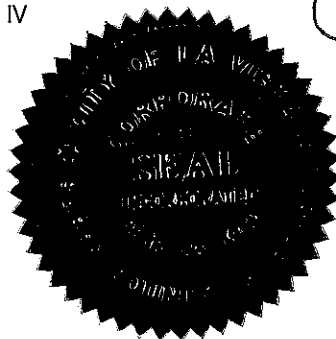
A handwritten signature in black ink, appearing to read 'Jim Frederick', written over a horizontal line.

Jim Frederick
Councilmember, Ward IV

ATTEST:

A handwritten signature in black ink, appearing to read 'Rachel D. Carl', written over a horizontal line.

Rachel D. Carl
City Clerk



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MINUTE RECORD

A-2

No. 729 — REDFIELD DIRECT E2106195KV

LA VISTA CITY COUNCIL MEETING June 3, 2025

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 June 3, 2025. Present were Councilmembers: Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Also in attendance were City Attorney McKeon, City Administrator Ramirez, City Clerk Carl, Director of Administrative Services Pokorny, Chief of Police Schofield, Director of Public Works Soucie, Community Development Director Fountain, Library Director Barcal, Assistant Finance Director Cancino, 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 May 21, 2025. 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.

Mayor Kindig thanked Staff for all the hard work on La Vista Days.

SERVICE AWARD: BRAD BABER – 15 YEARS

Mayor Kindig recognized Brad Baber for 15 years of service to the City.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE MAY 20, 2025 CITY COUNCIL MEETING
3. REQUEST FOR PAYMENT – WJHW, INC – PROFESSIONAL SERVICES – ASTRO THEATER SOUND STUDY – \$1,250.00
4. REQUEST FOR PAYMENT – ALVINE AND ASSOCIATES, INC. – PROFESSIONAL SERVICES – CENTRAL PARK LIGHTING – \$1,500.00
5. REQUEST FOR PAYMENT – THOMPSON DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – POOL DEMOLITION – \$7,992.50
6. REQUEST FOR PAYMENT – HGM ASSOCIATES INC. – PROFESSIONAL SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION – \$45,138.83
7. REQUEST FOR PAYMENT – BENESCH – PROFESSIONAL SERVICES – GILES ROAD WIDENING – \$3,750.00
8. APPROVE MANAGER APPLICATION – CLASS I LIQUOR LICENSE – SMASH PARK – GREGORY A. BROWN
9. APPROVE CHANGE IN DATE OF CITY COUNCIL MEETING FROM AUGUST 5, 2025 AT 6:00 P.M. TO AUGUST 6, 2025 AT 6:00 P.M.
10. APPROVAL OF CLAIMS

ABM, services	25,290.07
ACTION BATTERIES, maint	8.95
ACTIVE NETWORK, services	1,750.68
ADP, payroll & taxes	417,213.86
AKRS EQUIP, maint	456.39
AMAZON, supplies	5,023.06
AM HERITAGE LIFE INS, benefits	314.56
ARNOLD MOTOR SPLY, maint	1,461.12
ARTISTIC SIGN/DESIGN, services	7,936.00
AT&T, phones	98.50
BAKER/TAYLOR, media	1,163.50
BOK FINANCIAL, services	325.00
CENTURY LINK/LUMEN, phones	380.37

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CINTAS, apparel	339.49
CITY OF PAPILLION, services	262,146.49
COLONIAL LIFE INS, benefits	2,066.66
COLONIAL RES CHEM, maint	931.47
COSGRAVE, bldg & grnds	251.05
COX, phones	143.65
CUMMINS, bldg & grnds	297.00
D & K PRODUCTS, supplies	5,356.65
DATA DOCUMENTS, supplies	139.00
DEARBORN NAT'L LIFE INS, benefits	9,370.66
DELL MRKTING, supplies	524.99
DIAMOND BLADE, maint	743.95
ECHO GROUP, bldg & grnds	851.60
FACTORY MOTOR PARTS, maint	467.87
FEDERAL SIGNAL, supplies	19,150.95
FERGUSON US, bldg & grnds	847.20
FIRST RESP OUTFITTERS, apparel	545.61
FLEETPRIDE, maint	22.00
FORVIS, services	2,450.00
FOP, dues	2,165.00
FUN SERVICES, events	12,777.50
GALE, books	338.88
GILMORE/BELL, services	2,500.00
GRAINGER, bldg & grnds	5.11
GREAT PLAINS COMM, phones	1,088.04
GROSSENBACHER BRO, supplies	888.45
HASSLER, C, trning	613.50
HEARTLAND NATURAL GAS, utilities	905.76
HELGET SAFETY SPLY, apparel	426.30
HOTSY, bldg & grnds	804.65
HURST, J, trning	92.68
HY-VEE, supplies	180.09
INDUST'L SALES, bldg & grnds	159.37
INFOGROUP, media	1,250.00
INGRAM LIBRARY SRVS, books	734.87
JANITOR DEPOT, supplies	1,877.22
JOHNSTONE SPLY, bldg & grnds	16.05
KEVIN JONES, services	700.00
LABRIE, DONALD, services	150.00
LARSEN SPLY, supplies	316.10
LEMON FRESH DAY, events	2,500.00
LIBRARY ADV, books	900.00
LINCOLN NAT'L LIFE INS, benefits	7,947.32
MENARDS, supplies	234.61
METLIFE, benefits	1,188.48
METRO COMM COLLEGE, services	24,266.15
MUD, utilities	4,901.42
MGX EQUIP, maint	1,650.24
MID-AM BEN, benefits	72.23
MIDWEST TAPE, media	258.15
MIDWEST TURF, bldg & grnds	439.40
MISSIONSQUARE RETIRE, benefits	67,715.60
MOTOROLA, phones	2,106.22
MR. PICNIC, events	5,030.00
NE DEPT OF REV, sales tax	80.90

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NE FED SURPLUS PROP, equip	350.00
NL & L CONCRETE, services	174,367.35
NLA-NE LIBRARY ASSN, dues	345.00
NORM'S DOOR, bldg & grnds	1,565.00
OCLC, media	33.20
OFFICE DEPOT, supplies	317.76
OPPD, utilities	51,013.46
OWH, services	502.98
OMNI ENG, maint	216.02
PAPILLION REC ORG, services	3,351.00
PETTY CASH, supplies	200.00
PITNEY BOWES, postage	2,129.00
PLAN IT SOFTWARE, services	6,825.00
POLICE/FIREMEN'S INS, benefits	300.35
POMP'S TIRE, maint	2,816.80
PORT-A-JOHNS, services	1,130.00
PORTER LEE CORP, services	1,200.00
PRINTCO GRAPHICS, services	1,556.11
REGAL AWARDS, supplies	192.66
SARPY CO COURTHOUSE, services	4,582.00
SCHOOL OF ROCK, events	800.00
SIGN IT, supplies	1,083.50
SITE ONE LANDSCAPE, bldg & grnds	1,250.00
SPENCER MGMT, maint	563,482.80
SUBURBAN NEWSPAPERS, services	264.16
TED'S MOWER, bldg & grnds	97.50
THE COLONIAL PRESS, services	158.01
TRACTOR SPLY, bldg & grnds	349.90
TROUT, DONNA, events	3,375.00
TY'S OUTDOOR PWR, maint	456.87
U.S. CELLULAR, phones	2,505.78
ULINE, supplies	874.51
UNITE PRIVATE NETWORKS, services	1,676.00
UNMC, services	1,276.00
VANITII PRODUCTIONS, events	2,600.00
VENTURA BLVD, events	3,500.00
WILDLIFE LEARNING ENC, events	2,300.00

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Director of Administrative Services Pokorny gave a demo of SeeClickFix which will go live on June 9th.

Library Director Barcal shared the yearly library report.

Chief of Police Schofield reported on a lifesaving incident, MCTC Training and presented the Annual Report. He also reported on the damaged tornado siren that will be replaced soon.

Director of Public Works Soucie reported on the status of current construction projects.

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FIRST QUARTER REPORT — GROW SARPY

Lisa Scheve presented the Grow Sarpy first quarter report.

B. APPROVAL OF CLASS D LIQUOR LICENSE APPLICATION — TFL DBA MEGA SAVER

1. PUBLIC HEARING

At 6:52 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the Class D Liquor License application — TFL dba Mega Saver. A Representative from the Mega Saver was present to answer any questions.

At 6:53 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Wetuski. Councilmembers voting aye: Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Frederick. Motion carried.

2. RESOLUTION

Councilmember Thomas introduced and moved for the adoption of Resolution No. 25-084 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS D LIQUOR LICENSE FOR TFL INC DBA MEGA SAVER IN LA VISTA, NEBRASKA.

WHEREAS, Mega Saver, 6912 S. 110th Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class D Liquor License; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of a Class D Liquor License submitted by TFL Inc dba Mega Saver, 6912 S. 110th Street, La Vista, Sarpy County, Nebraska.

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

C. SPECIAL ASSESSMENT

1. PUBLIC HEARING

At 6:54 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the Special Assessment.

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

2. RESOLUTION

Councilmember Thomas introduced and moved for the adoption of Resolution No. 25-085 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE LA VISTA CITY CLERK TO FILE

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WITH THE SARPY COUNTY TREASURER A SPECIAL ASSESSMENT FOR PROPERTY IMPROVEMENTS AT A LOCATION AND IN AN AMOUNT CITED HEREIN.

WHEREAS, the property owner of
7326 Plum Dale Road \$1,787.50
were notified that the property needed several trees removed, as they were in violation of the City Municipal Code, Section 94.07 and Section 92.21, or the City would do so and bill them accordingly, and

WHEREAS, the property owner of said address chose not to have the damaged and dead trees removed from the property, thus necessitating the City to do the repairs, and

WHEREAS, the City sent the property owner a bill for said repair upon which the property owner agreed to make 6 monthly payments of \$357.50 and only one payment was made, and

WHEREAS, the City may file a Special Assessment for Improvements against property for which a City bill for services has not been paid.

NOW THEREFORE BE IT RESOLVED, that the La Vista City Clerk is hereby authorized to file with the Sarpy County Treasurer Special Assessments for Improvements in the amount and against the property specified above, located within Sarpy County, La Vista, Nebraska.

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

D. ORDINANCE -- AMEND MASTER FEE ORDINANCE

Councilmember Thomas introduced Ordinance No. 1551 entitled: AN ORDINANCE TO AMEND ORDINANCE NO. 1550, 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.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1551. Councilmember Thomas seconded the motion. Upon roll call vote the following Councilmembers voting aye: Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Frederick. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

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E. RESOLUTION – AUTHORIZE AGREEMENT – BERGANKDV – FINANCIAL AUDIT PREPARATION

Councilmember Wetuski introduced and moved for the adoption of Resolution No. 25-086 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH BERGANKDV TO PROVIDE SERVICES ASSOCIATED WITH THE PREPARATION OF THE AUDIT WORK PAPERS IN AN AMOUNT NOT TO EXCEED \$82,500.00.

WHEREAS, the City Council of the City of La Vista has determined that assistance in preparation for the city's audit is necessary; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for this agreement; 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 \$50,000.00;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby approve a professional services agreement with BergankDV to provide professional services associated with preparation for the city's audit.

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

F. CENTRAL PARK ROAD AND PEDESTRIAN LIGHTING

1. RESOLUTION – CHANGE ORDER NO. 1

Councilmember Thomas introduced and moved for the adoption of Resolution No. 25-087 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT WITH VALLEY CONSTRUCTION FOR THE CENTRAL PARK PHASE 3: CENTRAL PARK ROAD AND PEDESTRIAN LIGHTING PROJECT FOR ADDITIONAL ITEMS OF WORK RESULTING IN AN INCREASED AMOUNT OF \$1,587.10, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$608,581.35.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska, have that the Central Park Phase 3: Central Park Road and Lighting project is necessary; and

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

WHEREAS, the contract amount will increase by \$1,587.10 for a contract total of \$608,581.35 with change order number 1;

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 Valley Construction Inc for the Central Park Phase 3: Central Park Road and Pedestrian Lighting project to provide for additional items of work resulting in an increased amount of \$1,587.10, for a total contract amount not to exceed \$608,581.35.

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

2. RESOLUTION – CHANGE ORDER NO. 2

Councilmember Thomas introduced and moved for the adoption of Resolution No. 25-088 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA AUTHORIZING CHANGE ORDER NO. 2 TO THE CONTRACT WITH VALLEY CONSTRUCTION FOR THE CENTRAL PARK PHASE 3: CENTRAL PARK

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ROAD AND PEDESTRIAN LIGHTING PROJECT FOR ADDITIONAL ITEMS OF WORK RESULTING IN AN INCREASED AMOUNT OF \$4,134.55, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$612,715.90.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska, have determined that the Central Park Phase 3: Central Park Road and Pedestrian Lighting project is necessary; and

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

WHEREAS, the contract amount will increase by \$4,134.55 for a contract total of \$612,715.90 with change order number 2;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve Change Order No. 2 to the contract with Valley Construction Inc for the Central Park Phase 3: Central Park Road and Pedestrian Lighting project to provide for additional items of work resulting in an increased amount of \$4,134.55, for a total contract amount not to exceed \$612,715.90.

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

3. REQUEST FOR PAYMENT — VALLEY CORPORATION — CENTRAL PARK LIGHTING PROJECT — \$101,253.39

Councilmember Thomas made a motion to approve a request for payment for Valley Corporation — Central Park Lighting Project in the amount of \$101,253.39. Seconded by Councilmember Hale. Councilmembers voting aye: Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Frederick. Motion carried.

G. RESOLUTION — DECLARATION AS TO USE — 84TH STREET TRAIL PROJECT

Councilmember Sell introduced and moved for the adoption of Resolution No. 25-089 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A DECLARATION AS TO USE FOR PORTIONS OF TAX LOT 12 LOCATED IN THE CITY OF LA VISTA, OTHERWISE KNOWN AS CENTRAL PARK, TO BE USED FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF A MULTI-USE RECREATIONAL TRAIL.

WHEREAS, The City of LaVista is the owner of a portion of Tax Lot 12 in the City of LaVista located in the West Half of the Northwest Quarter of Section 14, Township 14 North, Range 12 East of the Sixth Principal Meridian, Sarpy County, Nebraska, and

WHEREAS, Said portion of Tax Lot 12 is now being occupied by the La Vista Central Park, and

WHEREAS, The City of La Vista hereby wishes to construct, operate, and maintain a Multi-Use Recreation Trail, and associated appurtenances thereto, across a portion of said property, and

WHEREAS, The Multi-Use Recreation Trail, and associated appurtenances thereto, is to be constructed as part of Nebraska Department of Transportation Local Federal Aid Project DPS-77(67), Control Number 22885, and identified as 84th Street Trail, Giles to Harrison, and

WHEREAS, To comply with Federal Highway Administration 23 CFR 1.23(a) — "Interest to be acquired — The State shall acquire rights-of-way of such nature and extent as are adequate for the construction, operation, and maintenance of a project"; It is necessary for the City of La Vista to declare that a portion of said property shall be used for the construction,

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operation, and maintenance of a Multi-Use Recreation Trail and associated appurtenances thereto.

NOW THEREFORE, BE IT RESOLVED, that the Mayor of the City of La Vista, Nebraska, hereby approves the use of a portion of said land owned by the City of La Vista for the construction, operation, and maintenance of a Multi-Use Recreation Trail, and associated appurtenances thereto, as described and shown on attached Exhibit "A", and as aligned in project plans and specifications for Nebraska Department of Transportation Local Federal Aid Project DPS-77(67), Control Number 22885, and identified as 84th Street Trail, Giles to Harrison.

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

COMMENTS FROM THE FLOOR

Martin Ware, 7311 Lillian Ave commented on parks and asked a question about Papillion-La Vista Schools.

COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig commented on the end of the legislative session.

At 7:14 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Frederick. Motion carried.

PASSED AND APPROVED THIS 17TH DAY OF JUNE 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

Meeting of the Board of Directors

LA VISTA/METROPOLITAN COMMUNITY COLLEGE
CONDOMINIUM OWNERS ASSOCIATION, INC.

MINUTES OF MEETING
May 12, 2025

4:02 p.m.

Members Present:	Julie Ashley Cody Meyer	Rose Barcal KT Nelson	Scott Kardell Rita Ramirez
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Agenda Item #1: Announcement of Location of Posted Open Meetings Act

A copy of the Open Meetings Act is posted on the wall of the conference room for public access and reference. A copy of the act is also available.

Agenda Item #2: Approval of the Notice of the Meeting

Notice of Meeting was published by the City and College in the Times and Omaha World Herald. Moved by Barcal and seconded by Meyer to approve. Board members voting aye: Ashley, Barcal, Kardell, Meyer, Nelson, and Ramirez. Nays: none. Absent: None. Motion approved.

Agenda Item #3: Approval of the Minutes from February 10, 2025

Moved by Meyer and seconded by Nelson to approve the February 10, 2025 meeting minutes. Board members voting aye: Ashley, Barcal, Kardell, Meyer, Nelson, and Ramirez. Nays: none. Absent: None. Motion approved.

Agenda Item #4: Long Range Capital Improvement Plan

No discussion was held.

- a. Re-gasket of panes in rotunda (FY27 for City).
- b. Parking lot: west and southeast lots (FY26 for MCC).

Agenda Item #5: External Signage for 9110 Building: Pricing

Meyer reported the City's wayfinding committee is obtaining a price.

Agenda Item #6: Entryway Carpet

Kardell reported carpet will be installed in June.

Agenda Item #7: Tree replacement at Sarpy Center

Kardell verified with MCC Sarpy Center grounds for the replacement of two trees on the west side. Both will be leaf trees versus pine trees.

Agenda Item #8: Security System Update

External camera installations have been completed. Installation was coordinated by Metropolitan Community College with Meyer and City of La Vista IT staff.

Agenda Item #9: Dog Park Interlocal Agreement Approval for a Five-Year Term

The Dog Park Interlocal Agreement was approved at the City Council meeting on May 6th. A copy of the City's resolution was submitted. The agreement is on the agenda for the Metropolitan Community College Board on May 27th.

Agenda Item #10: Building Emergency Plans

Barcal was approached by Metropolitan Community College concerning sharing emergency plans for Sarpy Center and the Library. Barcal reported that after consulting with La Vista Police Chief Scofield, and since La Vista and Metropolitan Community College Police work closely together, there is no need to share Emergency Plans.

Agenda Item #11: Other Business

A woman came in to the La Vista Public Library stating that an elderly couple in the parking lot requested for her to come in as the lady had fallen. Library contacted MCC Police who reported she refused medical treatment. The woman's concern was for the City to put in a ramp or to lower the curb so the dog park could be more ADA accessible. Barcal will forward the email to Meyer who will take this concern to the La Vista Public Work Streets Division to see if the cement can be cut for a ramp.

Agenda Item #12: Next Meeting

The next meeting will be Monday, August 11, 2025 at 4:00 p.m. at the La Vista Public Library, Room #142.

It was moved by Meyer and seconded by Nelson to adjourn the meeting at 4:11 p.m.

MEETING OF THE LIBRARY ADVISORY BOARD CITY OF LA VISTA

MINUTES OF MEETING May 8, 2025

Members Present: Rose Barcal Regina Belik Cindi Hearn
 Huyen-Yen Hoang

Members Absent: Connie Novacek Carol Westlund

Agenda Item #1: Call to Order

The meeting was called to order at 6:06 p.m.

Agenda Item #2: Announcement of Location of Posted Open Meetings Act

An announcement was made of the location of the posted copy of the Open Meetings Act for public reference.

Agenda Item #3: Introductions

There were no introductions.

Agenda Item #4: Approval of Minutes of March 13, 2025 Meeting

It was moved by Hoang and seconded by Hearn that the March 13, 2025 minutes be accepted as presented. Board members voting aye: Belik, Hearn, and Hoang. Nays: none. Abstain: none. Absent: Novacek and Westlund. Motion carried.

Agenda Item #5: Library Director's Report

- a. Programs: Monthly reports were distributed. GED Graduation is June 14th at 2 p.m. at the Library. Mayor Kindig will be giving the commencement speech.
- b. Employee update: Work anniversaries for March through May: Ashley Wernhoff with 6 years; Deb Reddy with 2 years; Jeremy Vezner with 11 years; Stacey Cody with 26 years; Cedate Schultz with 7 years; Jodi Norton with 17 years; Diane Chapin with 2 years; Rachel Bachman with 3 years; Stacy Bragg with 18 years for a total of 92 years of service. (Grand total of 233 for 2025.)
- c. Library Meetings: During the April 15th City Council meeting, Barcal reported the Nebraska Library Commission has suspended the lender compensation program. Last year, the library experienced a \$595 credit for databases from this program. Recently, the library was notified by a library vendor of an increase in supplies due to the possible tariffs (an estimate of an 145% increase). In January, the library experienced a decrease in discounts based on library format from the book jobber. In the last year and half, shipping costs were implemented. Individually, the impacts are minimal. As a total, they impact the library budget. Barcal will continue to monitor these and any additional impacts. Barcal met with other Sarpy Public Library directors at Bellevue's new public library. A fall, joint event was discussed for 2025.
- d. General Library Information: The city held a volunteer recognition event in April for the 2024 city volunteers which includes library board members. Thank you to all the board members for the time they give to the city and to the library. The library received the American Red Cross Certificate of Recognition. 1,016 units of blood were collected at the library in 2024.

Agenda Item #6: Circulation Report

Barcal distributed monthly circulation reports for March. There has been an update to the total circulation numbers for November through February due to inaccurate e-book numbers supplied by the vendor. The numbers have been corrected and this report reflects the 2024 updates.

Agenda Item #7: Business

- a. Area Memberships for Library Patrons. On Monday, April 21st, Jean Hurst worked with the Bellevue Public Library to finalize the software for La Vista's memberships. The online access is now available for La Vista library users.
- b. Policy Review: Laser System General Use. The one edit was made to the Agreement Form with the addition of the phrase "Policy, am stating that I am responsible for using this"...in the last paragraph. The policy was discussed. It was determined that there were no edits or changes to the made to the policy at this time.
- c. Nebraska Library Association: Library Board Memberships. Barcal distributed membership forms for the Nebraska Library Association for the Board members.
- d. Inventory 2025. The initial report for the 2025 inventory was distributed.
- e. Continuing Education Activities: (9.5 hours completed/need 10.5).
 - i. Webinar. The webinar entitled NCompass Live: Nebraska Open Meetings Act 2025 Overview and Update was viewed for fifteen minutes.
 - ii. Discussion was held. Per the Nebraska Library Commission, continuing education credits will be applied when the viewing of this session is complete. The Board's continuing education requirements which are due September 2027.

Agenda Item #9: Comments from the Floor

There were no comments from the floor.

Agenda Item #10: Comments from the Board

There were no comments from the board.

There was a motion by Hoang and second by Belik to adjourn the meeting at 6:41 p.m.

The next meeting is scheduled for July 10th, 2025 at 6:00 p.m. in conference room #142 at the La Vista Public Library.

La Vista Public Library
Laser System General Use Policy
Issued May 12, 2022
Reviewed May 8, 2025

Purpose

The La Vista Public Library owns a Universal Laser System for use by staff and the general public who have been trained on the Laser System. The Laser System's use will be prioritized for library programming, but members of the public can set up a time to cut their own projects when it is not being used by the library. Before being permitted to use the Laser System on their own, users must undergo training and meet general safety guidelines as well as fill out the "Laser System Usage Agreement" form.

Liability

Makers (and their guardians when applicable) will sign a "Laser System Usage Agreement" form prior to using Laser System equipment that promises to follow these rules hereof.

The library is not responsible for any liability, damages or expense resulting from use or misuse of the Laser System.

The library is not responsible for any liability, damages or expenses of personal property resulting from using them with the Laser System, the accompanying computer, or its software.

General Rules

Makers must be at least 16 years old to use the Laser System unsupervised.

A member of the library staff must be available for supervision.

Makers are required to watch the general safety training video on Niche Academy as well as complete in-person training before using the machine. The "Laser System Usage Agreement" form must be completed and on file with the library.

All in-person programs with the Laser System will cover required training as part of the program.

The library will post the hours that the Laser System will be available; these are subject to change.

Makers must call at least 30 minutes ahead to set up a time to use the Laser System, but it is recommended they set up a time several days in advance to assure availability.

The Laser System will be unavailable for makers the hour before the library closes.

Users already using the equipment must finish their project a half hour before the library closes.

Materials and Fees

- Using the Laser System is free, however any consumables purchased from the library will have a fee.
- There will be no refunds. Makers are charged even if the project is unsuccessful.
- Prices of library consumables are available at the circulation desk.
- Some exceptions may be made for teen and children's programs where makers may be given an allocated amount of consumables they can use.
- Makers may bring in their own consumables to use with the machine. All consumables brought in by makers must be preapproved by staff.

Equipment Use

- No drinks, gum, or food is allowed near the Laser System equipment.
- The La Vista Public Library reserves the right to refuse service to patrons who abuse equipment or who violate any of the equipment usage policies.
- Makers will reimburse the La Vista Public Library for the cost of repairing or replacing the Laser System and/or its accessories if they are found to have been damaged from misuse.
- If the Laser System or its computer software is experiencing problems the maker agrees to report the problem to a librarian immediately to prevent further damage to the machine.



City of La Vista Nebraska
Month Ended May 31, 2025

Monthly Statement of Revenue and Expenditure

May

	General Fund	Debt Service Fund	Capital Improvement Fund	Lottery Fund	Redevelopment Fund	Total Nonmajor Funds ¹	Total Governmental Funds	Sewer Fund	Total Proprietary Fund
Revenue									
Property Tax	1,397,331	111,750	-	-	-	444,907	1,953,989	-	-
Sales and use taxes	712,288	356,144	-	-	356,144	-	1,424,575	-	-
Other Taxes ²	446,029	18,958	-	-	8,717	-	473,704	-	-
Licenses and Permits	10,755	-	-	-	-	-	10,755	-	-
Intergovernmental Revenues ³	157,669	-	-	-	-	-	157,669	-	-
Charges for Services	37,603	-	-	-	-	-	37,603	-	-
Grant income	754	-	-	-	-	-	754	-	-
Lottery Proceeds	-	-	-	95,604	-	-	95,604	-	-
Interest Income	57,648	3,739	23,761	19,743	24,749	7,449	137,088	22,475	22,475
Sewer Fees	-	-	-	-	-	-	-	622	622
Other Revenues ⁴	41,062	32,350	-	400	-	20,913	94,725	3	3
Bonds	-	-	-	-	-	-	-	-	-
Total Revenues	2,861,138	522,941	23,761	115,747	389,609	473,269	4,386,465	23,099	23,099
Expenditures									
CIP/Capital Outlay	-	-	946,517	-	9,493	-	956,009	180,481	180,481
Debt Service: Principal Expense	-	-	-	-	-	-	-	-	-
Debt Service: Interest Expense	-	75	-	-	-	-	75	-	-
Debt Service: Bond Issue Expense	-	250	-	-	-	-	250	-	-
General Government Expenses	588,657	14,385	-	309	-	6,903	610,254	8,269	8,269
Public Works	158,976	-	-	-	-	-	158,976	-	-
Public Safety	764,041	-	-	-	-	18,348	782,389	-	-
Culture and Recreation	194,707	-	-	-	-	-	194,707	-	-
Public Library	71,767	-	-	-	-	-	71,767	-	-
Community Betterment	-	-	-	85,335	-	-	85,335	-	-
Community Development	61,444	-	-	-	6,539	-	67,982	-	-
Sewer	-	-	-	-	-	-	-	366,096	366,096
Total Expenditures	1,839,591	14,710	946,517	85,644	16,031	25,251	2,927,744	554,846	554,846
Transfers In	-	-	-	-	-	-	-	-	-
Transfers Out	100,000	-	-	-	-	-	100,000	-	-
Change in Net Position	921,547	508,232	(922,756)	30,103	373,578	448,018	1,358,721	(531,747)	(531,747)

Key Trends

Revenue

\$1.6M property tax received in May

Expenditures

\$956K capital outlay street and road projects

\$85K La Vista Days

¹Nonmajor Funds (EDF, OSP, PAF,QSF,TIF)

²Other tax - OCC, Hotel, Rest

³Intergovernmental Rev - rev for state, county, other municipality

⁴Other rev - parking, library, other misc.



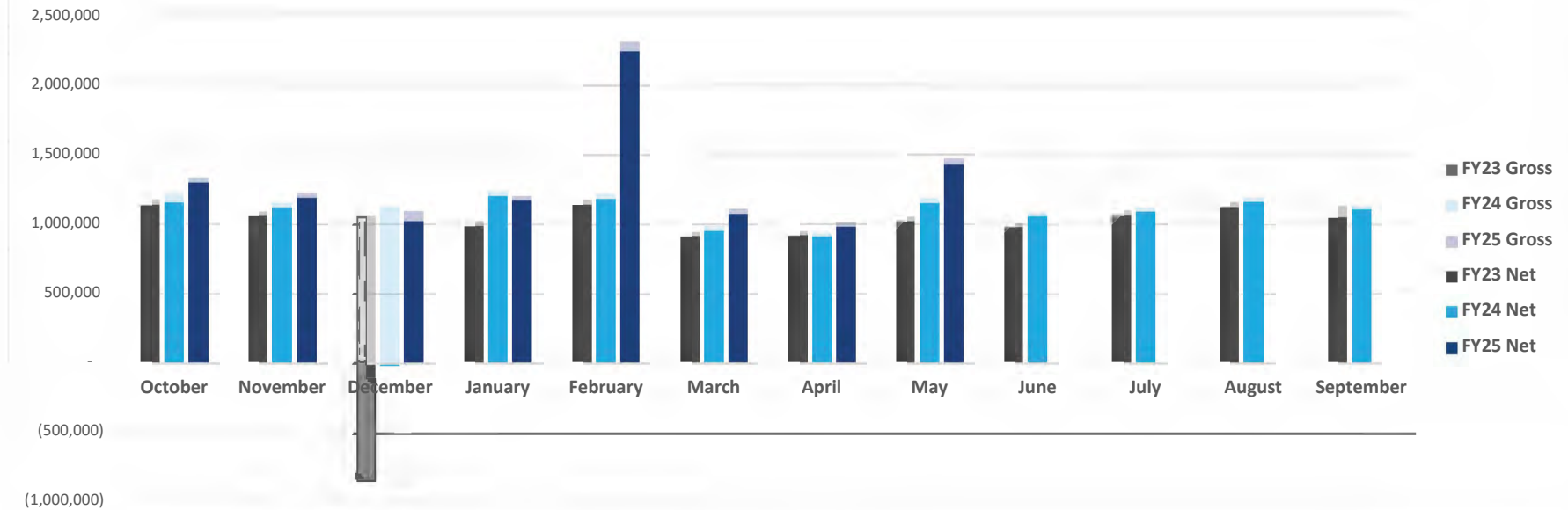
City of La Vista NE
Monthly Treasurer Report
May FY25

Types	Institution	Balance	Interest Rate	Interest Earned	Accrued Interest	Maturity Date
CD	American National Bank	\$ 1,643,167	4.2%		\$ 5,683	1/17/2025
	Dayspring Bank	\$ -	0.6%		\$ -	
	Total CD's	\$ 1,643,167				
Money Market	Access Bank	\$ 1,419,578	1.0%	\$ 1,209		
	Dayspring Bank	\$ 6,077,673	4.5%	\$ 22,596		
	NPAIT	\$ 29,878,185	5.2%	\$ 102,831		
	Nebraska Class	\$ 8,824,348	4.3%	\$ 31,593		
	NFIT	\$ -				
	Total Money Market	\$ 46,199,783				
Checking	Access Bank	\$ (450,513)	1.0%	\$ 1,036		
Checking	Dayspring Bank-FSA	\$ 20,147	4.5%	\$ 31		
Savings	Access Bank	\$ 289,531	1.0%	\$ 267		\$ -
Checking	Access Bank-Health Ins	\$ 53,745	1.0%	\$ 95		
	Total Portfolio	\$ 47,755,860		\$ 159,658	\$ 5,683	

Key Trends

- Unrestricted cash of \$14.4M
- Negative balance in Access Bank Checking due to journal entry timing
- Restricted Funds for Redevelopment projects, Sewer, Lottery, CIP projects, Police Academy
- Interest Rates are starting to decline as the Fed lowers rates

**Sales & Use Tax
Gross Earned & Net Received
Month over Month Comparison
FY23 FY24 FY25**



Note: Includes Sales Tax, Consumer Use Tax, and Motor Vehicle Tax

		Gross Sales & Use Tax			Net Sales & Use Tax		
Business Month	Receipt Month	FY23 Gross	FY24 Gross	FY25 Gross	FY23 Net	FY24 Net	FY25 Net
August	October	1,172,852	1,219,327	1,333,594	1,136,379	1,150,506	1,293,323
September	November	1,092,622	1,156,387	1,225,484	1,059,015	1,119,894	1,188,719
October	December	1,055,895	1,123,464	1,091,092	(842,053)	(13,627)	1,016,967
November	January	1,023,417	1,237,079	1,203,358	988,470	1,199,959	1,167,226
December	February	1,174,489	1,220,426	2,303,111	1,139,254	1,180,130	2,233,912
January	March	941,197	986,988	1,107,266	912,475	948,815	1,073,978
February	April	947,568	937,872	1,011,425	919,141	909,599	978,972
March	May	1,050,699	1,190,808	1,471,055	1,018,971	1,149,334	1,424,575
April	June	1,006,047	1,088,179	-	975,860	1,055,305	-
May	July	1,094,248	1,121,424	-	1,061,094	1,087,465	-
June	August	1,159,853	1,197,098	-	1,123,754	1,160,289	-
July	September	1,133,236	1,137,341	-	1,045,798	1,103,167	-
FY Total		12,852,123	13,616,393	10,746,385	10,538,161	12,050,836	10,377,672
		Budget			Budget		
				14,014,538			12,139,103

Note: February 2025 includes a settlement resulting from a multiyear state audit.

**SPENCERMANAGEMENT LLC**

P.O. BOX 111623
OMAHA, NEBRASKA 68111
402.201.8246 (24/7)
Email: jmoore@spencermanagement.org

OWNER: CITY OF LAVISTA
JEFF CALENTINE
9900 PORTAL RD.
LAVISTA, NE 68128

A-6
**INVOICE-VISTA-
005**

DATE: 6/3/2025

WORK PERFORMED: 5/12 - 5/16
CITY OF LAVISTA 2025 ON-CALL CITY
CITY WIDE PAVING REPAIRS

LINE #	DESCRIPTION	QUANTITY	PRICE / UOM	UOM	TOTAL
1	5" SIDEWALKS		\$6.50	SF	\$0.00
2	SIDEWALKS REMOVALS		\$1.50	SF	\$0.00
3	8" PAVEMENT / BROOM FINISH		\$85.00	SY	\$0.00
8	CONSTRUCT CURB & GUTTER		\$32.00	LF	\$0.00
9	CURB RAMP		\$15.00	SF	\$0.00
10	DWP		\$30.00	SF	\$0.00
11	ADJ		\$750.00	EA	\$0.00
12	REPLACE INLET TOP	2	\$4,200.00	EA	\$8,400.00
13	REPLACE INLET BOX		\$9,000.00	EA	\$0.00
24	REMOVE CURB & GUTTER		\$15.00	LF	\$0.00
C/O	10" PAVEMENT	1,186	\$88.00	SY	\$104,350.40
38	6" STAMPED		\$75.00	SY	\$0.00
39					\$0.00
40					\$0.00
41					\$0.00
42					
43					
44					
45					
46					
			TOTAL INVOICE		\$112,750.40

OK to pay
05.41.9917.999
STRT 25005
J.C.

ACCOUNTS PAYABLE CHECK REGISTER

A-7

Check #	Check Date	Vendor Name	Amount	Voided
6	06/17/2025	UMR INC	221229.92	N
16	06/17/2025	POINT C HEALTH	9088.69	N
144990	06/04/2025	CORY PAWLOSKI	3500.00	N
144991	06/04/2025	OFFICE DEPOT INC	163.45	N
144992	06/04/2025	ALFRED BENESCH & COMPANY	3750.00	N
144993	06/04/2025	DAVID H PTAK	710.00	N
144994	06/04/2025	HGM ASSOCIATES, INC.	45138.83	N
144995	06/04/2025	MNJ TECHNOLOGIES DIRECT INC	920.00	N
144996	06/04/2025	THOMPSON DREESSEN & DORNER, INC.	7992.50	N
144997	06/04/2025	WJHW	1250.00	N
144998	06/17/2025	ABE'S TRASH SERVICE	72.00	N
144999	06/17/2025	ALLDATA LLC	1500.00	N
145000	06/17/2025	AMAZON CAPITAL SERVICES, INC.	1346.15	N
145001	06/17/2025	ARNOLD MOTOR SUPPLY	2618.89	N
145002	06/17/2025	BARCAL, ROSE	56.52	N
145003	06/17/2025	BARCO MUNICIPAL PRODUCTS INC	213.07	N
145004	06/17/2025	BROADCAST MUSIC INC	446.00	N
145005	06/17/2025	BS&A SOFTWARE	49750.00	N
145006	06/17/2025	CENTER POINT, INC.	240.90	N
145007	06/17/2025	CINTAS CORPORATION NO. 2	410.87	N
145008	06/17/2025	CITY OF PAPILLION - MFO	15288.75	N
145009	06/17/2025	CONCRETE SUPPLY, INC.	1866.75	N
145010	06/17/2025	COSGRAVE COMPANY	533.75	N
145011	06/17/2025	COSGRAVE COMPANY	175.00	N
145012	06/17/2025	CPI TELECOM	523.00	N
145013	06/17/2025	CULLIGAN OF OMAHA	13.50	N
145014	06/17/2025	D & K PRODUCTS	1887.00	N
145015	06/17/2025	DESTRUCTION DRILLTEAM	100.00	N
145016	06/17/2025	ECHO GROUP INCORPORATED	1078.92	N
145017	06/17/2025	EDGEWEAR SCREEN PRINTING	611.50	N
145018	06/17/2025	EYMAN PLUMBING INC	806.00	N
145019	06/17/2025	FAC PRINT & PROMO COMPANY	164.00	N
145020	06/17/2025	FACTORY MOTOR PARTS	216.66	N
145021	06/17/2025	FASTENAL COMPANY	38.99	N
145022	06/17/2025	FIKES COMMERCIAL HYGIENE LLC	90.00	N
145023	06/17/2025	FITZGERALD SCHORR BARMETTLER	30904.70	N
145024	06/17/2025	FLEETPRIDE	99.00	N
145025	06/17/2025	GRAINGER	466.54	N
145026	06/17/2025	HAPPY TREES LLC	3000.00	N
145027	06/17/2025	HARBOR FREIGHT TOOLS	11.97	N
145028	06/17/2025	HGM ASSOCIATES, INC.	43809.14	N
145029	06/17/2025	INGRAM LIBRARY SERVICES LLC	2566.14	N
145030	06/17/2025	J & A TRAFFIC PRODUCTS	565.00	N
145031	06/17/2025	J&M DISPLAYS, INC	12000.00	N
145032	06/17/2025	KANOPY, INC.	207.10	N
145033	06/17/2025	KIESLER POLICE SUPPLY	3500.00	N
145034	06/17/2025	KIMBALL MIDWEST	310.45	N
145035	06/17/2025	KRIHA FLUID POWER CO INC	372.07	N
145036	06/17/2025	LABRIE, DONALD P	1575.00	N
145037	06/17/2025	LARSEN SUPPLY COMPANY	1124.69	N
145038	06/17/2025	LEXIS NEXIS MATTHEW BENDER	142.43	N
145039	06/17/2025	LIVE WELL GO FISH	300.00	N

ACCOUNTS PAYABLE CHECK REGISTER

Check #	Check Date	Vendor Name	Amount	Voided
145040	06/17/2025	LOGAN CONTRACTORS SUPPLY	108.00	N
145041	06/17/2025	MENARDS-BELLEVUE	154.60	N
145042	06/17/2025	MENARDS-RALSTON	904.44	N
145043	06/17/2025	MICROFILM IMAGING SYSTEMS, INC.	180.00	N
145044	06/17/2025	MIDWEST TAPE	18.68	N
145045	06/17/2025	MILLER & SONS GOLF CAR5 LLC	1755.00	N
145046	06/17/2025	MSC INDUSTRIAL SUPPLY CO	396.05	N
145047	06/17/2025	MUZZY ICE SERVICE INC	670.00	N
145048	06/17/2025	NEBRASKA FEDERAL SURPLUS PROPERTY	350.00	N
145049	06/17/2025	NEBRASKA IOWA INDL FASTENERS INC	15.58	N
145050	06/17/2025	NORTON, JODI	122.64	N
145051	06/17/2025	NPZA-NE PLANNING/ZONING ASSN	40.00	N
145052	06/17/2025	OFFICE DEPOT INC	233.13	N
145053	06/17/2025	OLSSON, INC.	900.00	N
145054	06/17/2025	OMNI ENGINEERING	636.80	N
145055	06/17/2025	ONE CALL CONCEPTS INC	556.30	N
145056	06/17/2025	PAPILLION LA VISTA PUBLIC SCHOOLS	650.00	N
145057	06/17/2025	PAPILLION SANITATION	2875.14	N
145058	06/17/2025	PAPILLION-LA VISTA SOUTH HIGH SCHOOL	650.00	N
145059	06/17/2025	POMP'S TIRE SERVICE, INC	544.12	N
145060	06/17/2025	REF'S SPORTS BAR & GRILL	9150.00	N
145061	06/17/2025	RESOURCE RENTAL CENTER INC	1899.83	N
145062	06/17/2025	ROCHESTER MIDLAND CORPORATION	1075.00	N
145063	06/17/2025	ROSE EQUIPMENT INCORPORATED	1444.93	N
145064	06/17/2025	SAPP BROS, INC.	518.91	N
145065	06/17/2025	SHALEEN SULLIVAN DBA: MEHNDI BY SHALEE	150.00	N
145066	06/17/2025	SIGN IT	565.75	N
145067	06/17/2025	SPIRIT FOOTBALL LEAGUE OF PAPILLION	950.00	N
145068	06/17/2025	STAGEPAY SERVICES INC	7634.22	N
145069	06/17/2025	STRADA OCCUPATIONAL HEALTH	1878.00	N
145070	06/17/2025	SUBURBAN NEWSPAPERS INC	264.16	N
145071	06/17/2025	SUN VALLEY LANDSCAPING	227.50	N
145072	06/17/2025	SWANK MOTION PICTURES INC	795.00	N
145073	06/17/2025	TED'S MOWER SALES & SERVICE INC	119.98	N
145074	06/17/2025	THE COLONIAL PRESS, INC	152.25	N
145075	06/17/2025	THE FILTER SHOP, INC.	6.85	N
145076	06/17/2025	THE WALDINGER CORPORATION	847.81	N
145077	06/17/2025	TODCO LLC	1612.50	N
145078	06/17/2025	TRANS UNION RISK AND ALT. DATA SOL	75.00	N
145079	06/17/2025	ULINE, INC.	45.87	N
145080	06/17/2025	UNITE PRIVATE NETWORKS LLC	4976.00	N
145081	06/17/2025	VEST VISUALS	2500.00	N
145082	06/17/2025	VIERREGGER ELECTRIC COMPANY	980.00	N
145083	06/17/2025	VIRGINIA RUBBER CORP	304.43	N
145084	06/17/2025	VOIANCE LANGUAGE SERVICES, LLC	79.98	N
145085	06/17/2025	WALMART COMMUNITY BRC	1056.06	N
145086	06/17/2025	WELDON PARTS INC.	180.32	N
145087	06/17/2025	WESTLAKE HARDWARE INC NE-022	2071.24	N
145088	06/17/2025	WESTLAKE HARDWARE INC NE-022	715.52	N
145089	06/17/2025	WHITE CAP LP	297.49	N
145090	06/17/2025	WOODHOUSE FORD-BLAIR	103.01	N
1262304	06/06/2025	FRATERNAL ORDER OF POLICE	2165.00	N

ACCOUNTS PAYABLE CHECK REGISTER

Check #	Check Date	Vendor Name	Amount	Voided
1262305	06/06/2025	POLICE & FIREMEN'S INSURANCE	300.35	N
1262306	06/17/2025	CITY OF OMAHA	273634.45	N
1262307	06/17/2025	SHI INTERNATIONAL CORP.	162.00	N
1262308	06/17/2025	ADP INC	457296.30	N
1262309	06/17/2025	BLACK HILLS ENERGY	957.46	N
1262310	06/17/2025	BOK FINANCIAL	122475.00	N
1262311	06/17/2025	CENTURY LINK/LUMEN	562.18	N
1262312	06/17/2025	COSTCO	56.52	N
1262313	06/17/2025	COX COMMUNICATIONS, INC.	753.38	N
1262314	06/17/2025	ESSENTIAL SCREENS	255.44	N
1262315	06/17/2025	MARCO INCORPORATED	246.50	N
1262316	06/17/2025	METROPOLITAN UTILITIES DISTRICT	7694.61	N
1262317	06/17/2025	MISSIONSQUARE RETIREMENT	74522.12	N
1262318	06/17/2025	OMAHA PUBLIC POWER DISTRICT	51927.00	N
1262319	06/17/2025	UNITED PARCEL SERVICE	14.42	N

TOTAL: \$1522206.66

APPROVED BY COUNCIL MEMBERS ON: 02/10/2025

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 17, 2025 AGENDA**

Subject:	Type:	Submitted By:
ADVERTISEMENT FOR BIDS – 99 th Street AND GILES RD INTERSECTION IMPROVEMENTS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to authorize the advertisement for bids for the construction of a traffic signal, pedestrian push buttons, and ADA curb ramp reconstruction at the intersection of 99th Street/Val Verde Drive and Giles Road.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

In preparation for the construction of the Sagebrook development, generally located on the northwest corner of 96th Street and Giles Road, a traffic impact analysis was conducted. The traffic analysis showed that upon completion of the Sagebrook development, the intersection of 99th Street/Val Verde Drive and Giles Road would warrant a traffic signal. As part of the Sagebrook Conditional Use Permit (CUP), the development is to pay 25% of the costs of the improvements.

It is anticipated that the combination mast arm, signal, and lighting poles will have a variable production lead time and the provisions of the contract stipulate the contractor will complete all work within 30 days of receiving the poles, which would put the estimated project completion into the Fall of 2025.

Preparation of plans and specifications for this project have been completed by Felsburg, Holt and Ullevig (FHU). The Engineer's Estimate for the proposed items of work is \$499,288.00. The recommended schedule for bidding this work is:

Publish Notice to Contractors	June 25, and July 2, 2025
Open Bids	Wednesday, July 9, 2025, at 10:00 am, City Hall
Council Award Contract	July 15, 2025

The Notice to Contractors will also be posted on the City's web site and at www.standardshare.com. A copy of the Notice to Contractors is attached.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR THE 99TH STREET AND GILES ROAD INTERSECTION IMPROVEMENTS.

WHEREAS, the Mayor and Council have determined that the 99th Street and Giles Road Intersection Improvements; and

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	June 25, 2025 and July 2, 2025
Open Bids	July 9, 2025 at 10:00am at City Hall
City Council Award Contract	July 15, 2025

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 99th Street and Giles Road Intersection Improvements.

PASSED AND APPROVED THIS 17TH DAY OF JUNE 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

COMPUTER: GX36

DATE: 6-JUN-2025 08:38

FILE: 124434 Sheets Title.dgn

CITY OF LA VISTA
PUBLIC WORKS DEPARTMENT
99TH ST. AND GILES RD.
INTERSECTION IMPROVEMENTS
PAVING, GRADING, SIGNING, AND TRAFFIC SIGNAL
FINAL PLANS - JUNE 2025

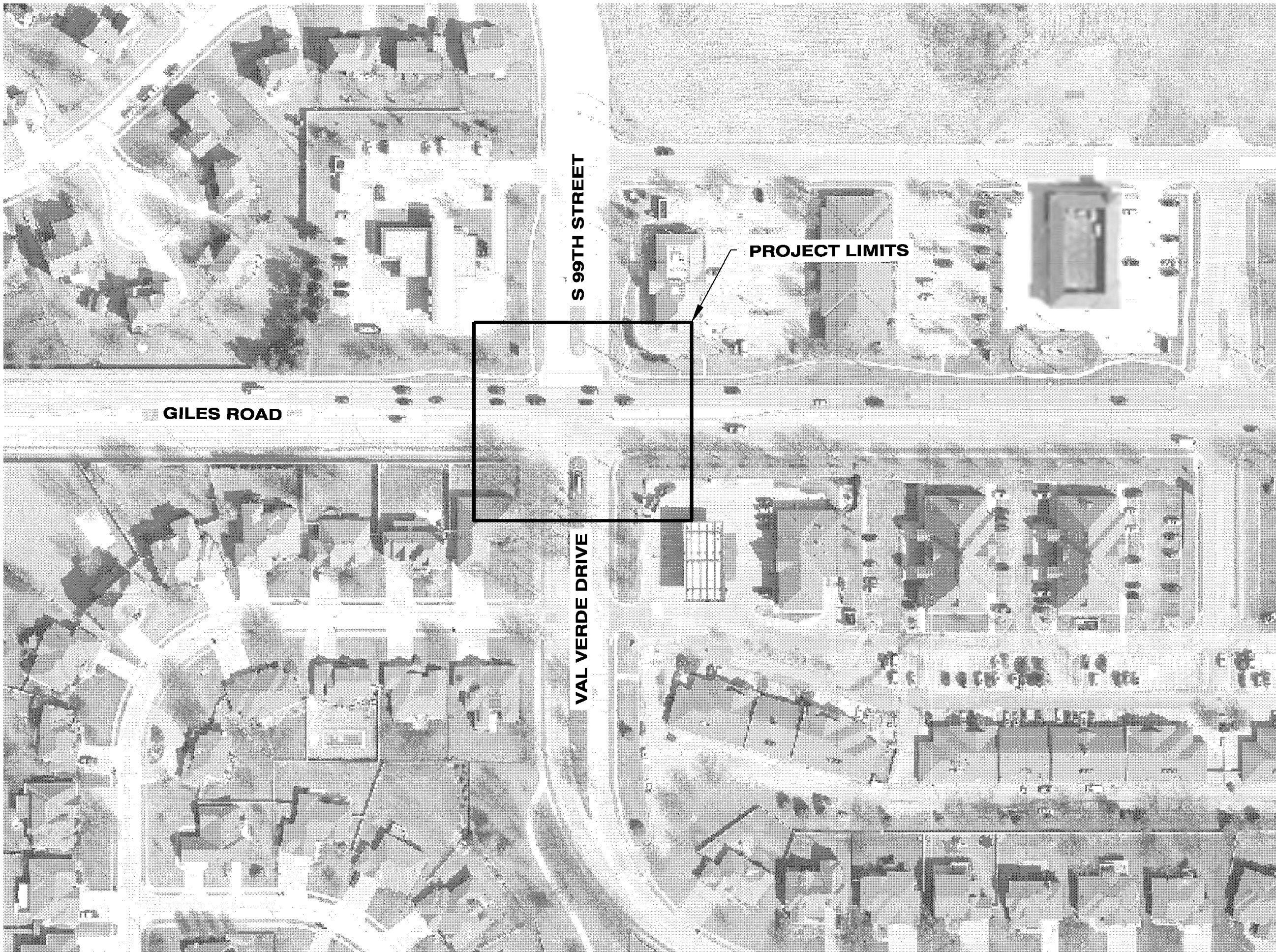
FELSBURG
HOLT &
ULLEVIG

14606 Branch St., Ste 400
Omaha, NE 68154
Office: 402-445-4405
Nebraska C.O.A. #CA-2681

1

Project Number
20241203

99TH & GILES ROAD
CURB RAMP AND
SIGNAL DESIGN



INDEX OF SHEETS

1	TITLE SHEET
2	GENERAL NOTES & SUMMARY OF QUANTITIES
3	AERIAL
4	REMOVALS
5	CONSTRUCTION
6	GEOMETRICS
7	JOINTS & GRADES
8	SIGNING & STRIPING
9 - 11	TRAFFIC SIGNAL
12	EROSION CONTROL
13 - 14	RIGHT-OF-WAY

THE FOLLOWING 2020 STANDARD PLATES ON FILE AT THE CITY OF
OMAHA PUBLIC WORKS DEPARTMENT SHALL GOVERN:

ITEMS	STANDARD PLATE NUMBER
INLET PROTECTION	101-03
CONCRETE WASHOUT	101-06
CONCRETE PAVEMENT JOINT DETAILS	501-01
CONCRETE PAVEMENT WIDENING & MISC. DETAILS	501-02
CONCRETE CURBS	502-01
SIDEWALK CONSTRUCTION	503-01
SIDEWALK LOCATION	503-02
CONCRETE MEDIANS	503-04
CONCRETE CURB RAMP	504-01

THE CITY OF OMAHA STANDARD SPECIFICATIONS FOR PUBLIC WORKS
CONSTRUCTION 2020 AND THE SPECIAL PROVISIONS APPLY TO THIS PROJECT.

LEGEND

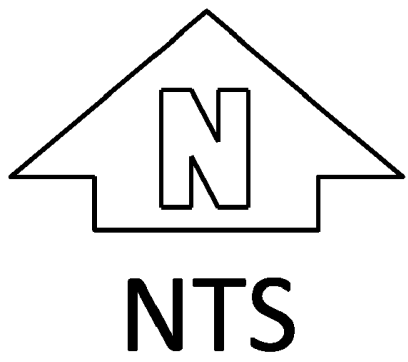
EXISTING	PROPOSED
CENTER LINE PROPERTY LINE FENCES FIRE HYDRANT INLET-GRADE INLET-TYPE "A" WATER MANHOLE SEWER MANHOLE POWER MANHOLE POWER POLE POWER AND LIGHT POLE LIGHT POLE STREET SIGN (S) RETAINING WALL OVERHEAD POWER CABLE UNDERGROUND POWER CABLE OVERHEAD TELEPHONE CABLES WATER MAIN GAS MAIN AT&T LINE EXISTING SEWER W/ SIZE GAS METER WATER METER EXISTING ELEVATION	PROPOSED SEWER LINE STREET REMOVAL DRIVEWAY REMOVAL SIDEWALK REMOVAL CURB INLETS GRATE INLETS INVERT ELEVATIONS PROPOSED SANITARY MANHOLE PROPOSED STORM MANHOLE COORDINATE LOCATIONS 7" CONCRETE PAVEMENT 10" CONCRETE PAVEMENT 9" CONCRETE BASE 10" CONCRETE BASE 10" CONCRETE BASE TYPE L8S 7" CONCRETE DRIVEWAY 2" ASPHALT SURFACE COURSE, TYPE CMM, PG 70-28 COLD PLANING - ASPHALT COLD PLANING - CONCRETE



PRIOR TO CONSTRUCTION:

CALL: 1-800-331-5666 OR 811 FOR LOCATION OF UNDERGROUND
TELEPHONE, ELECTRIC, GAS MAINS, CABLEVISION AND CITY OF
OMAHA UTILITIES.

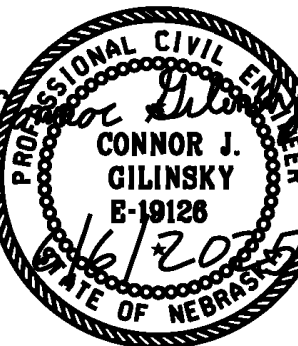
NOTE: EXISTING UNDERGROUND AND OVERHEAD UTILITIES AND
DRAINAGE STRUCTURES HAVE BEEN PLOTTED FROM AVAILABLE
INFORMATION AND THEREFORE, THEIR LOCATIONS MUST BE
CONSIDERED APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF
THE INDIVIDUAL CONTRACTORS TO EXACTLY LOCATE AND PROTECT
EACH EXISTING UTILITY BEFORE AND DURING ACTUAL
CONSTRUCTION.



PROJECT #STRT25005

DESIGNED BY: FELSBURG HOLT & ULLEVIG	DATE: 6/6/2025	DRAWN BY: FELSBURG HOLT & ULLEVIG
DESIGN ENGINEER: CONNOR J. GILINSKY	DATE:	SURVEYED: R.W. (2025)
CITY ENGINEER: PAT DOWSE	DATE:	FIELD BOOK NO. —

SENT: RECEIVED:	SENT: RECEIVED:	SENT: RECEIVED:	SENT: RECEIVED:
SENT: RECEIVED:	SENT: RECEIVED:	SENT: RECEIVED:	SENT: RECEIVED:
SE 1/4 SECTION 16-14N-12E 21-14N-12E	SCALE: —	SHEET 1 OF 14	



TITLE SHEET

BID ITEM NUMBER	ITEM NUMBER	ITEM DESCRIPTION	UNIT	QTY
1	101.003	INSTALL CURB INLET PROTECTION	EA	3
2	102.000	CLEARING AND GRUBBING – GENERAL	LS	1
3	105.100	REMOVE PAVEMENT	SY	178
4	105.140	REMOVE SIDEWALK	SF	1310
5	105.150	REMOVE MEDIAN SURFACING	SF	85
6	9000.001	REMOVE LIGHT POLE	EA	4
7	202.100	SUBGRADE PREPARATION	SY	188
8	501.004	CONSTRUCT 10" PCC PAVEMENT (OPW–3500)	SY	188
9	503.002	CONSTRUCT 6" PCC SIDEWALK	SF	1467
10	503.202	CONSTRUCT 6" IMPRINTED PCC SURFACE	SF	292
11	503.300	CONSTRUCT PCC MEDIAN SURFACING	SF	24
12	504.000	CONSTRUCT PCC CURB RAMP	SF	260
13	504.100	CONSTRUCT DETECTABLE WARNING PANEL	SF	64
14	803.206	INSTALL ROLLED EROSION CONTROL, TYPE II WITH SEEDING – TYPE A	SY	410
15	901.007	FURNISH & INSTALL MAST ARMS SIGNAL POLE, TYPE MP–45	EA	1
16	901.047	FURNISH & INSTALL COMBINATION MAST ARM SIGNAL & LIGHTING POLE, TYPE CMP–35–12–40	EA	1
17	901.051	FURNISH & INSTALL COMBINATION MAST ARM SIGNAL & LIGHTING POLE, TYPE CMP–40–12–40	EA	1
18	901.052	FURNISH & INSTALL COMBINATION MAST ARM SIGNAL & LIGHTING POLE, TYPE CMP–45–12–40	EA	1
19		FURNISH & INSTALL PEDESTAL POLE, TYPE PP–4	EA	4
20	901.104	FURNISH & INSTALL PEDESTAL POLE, TYPE PP–10	EA	4
21		FURNISH & INSTALL GPS MODULE	EA	2
22	901.110	FURNISH & INSTALL VIBRATION MITIGATION DEVICE	EA	2
23	901.106	INSTALL LED STREET LIGHT LUMINAIRE	EA	3
24	902.001	FURNISH & INSTALL TRAFFIC SIGNAL, TYPE TS–1 W/T31 FACE, BKPLT & MA–5 MTG	EA	6
25	902.002	FURNISH & INSTALL TRAFFIC SIGNAL, TYPE TS–1A W/T31 FACE & B–4 ALT. MTG	EA	4
26		FURNISH & INSTALL TRAFFIC SIGNAL, TYPE TS–1LFF W/T43F FACE, BKPLT & MA–5 MTG	EA	4
27	902.100	FURNISH & INSTALL PEDESTRIAN SIGNAL, TYPE PS–1 W/T–24 FACE & B–4 ALT MTG	EA	8
28	902.200	FURNISH & INSTALL APS PEDESTRIAN PUSH BUTTON	EA	8
29	902.400	FURNISH & INSTALL 18" STREET NAME SIGN	EA	4
30	903.000	INSTALL TRAFFIC SIGNAL CONTROLLER, TYPE M–60 WITH TRAFFIC SIGNAL CABINET 332L	EA	1
31	904.002	FURNISH & INSTALL PULL BOX, TYPE PB–6	EA	4
32	904.004	FURNISH & INSTALL PULL BOX, TYPE PB–8	EA	1
33	904.020	FURNISH & INSTALL 2" PVC CONDUIT – TRENCHED	LF	385
34	904.031	FURNISH & INSTALL 3" PVC CONDUIT – BORED	LF	910
35	904.041	FURNISH & INSTALL 7/C NO. 14 AWG TRAFFIC SIGNAL CABLE	LF	580
36	904.043	FURNISH & INSTALL 16/C NO. 14 AWG TRAFFIC SIGNAL CABLE	LF	570
37	904.070	FURNISH & INSTALL SERVICE CABLE	LF	60
38	904.080	FURNISH & INSTALL 2/C NO. 16 AWG PEDESTRIAN PUSH BUTTON LEAD–IN CABLE	LF	1155
39	904.100	FURNISH & INSTALL 3/C NO. 6 STREET LIGHTING CABLE	LF	315
40	904.090	FURNISH & INSTALL 1/C NO. 6 BARE COPPER GROUNDING CONDUCTOR	LF	805
41	904.110	FURNISH & INSTALL SERVICE ENTRANCE CABLE	LF	660
42	905.051	INSTALL PERMANENT PREFORMED TAPE MARKING – TYPE 4 GROOVED, 5" WHITE	LF	100
43	905.091	INSTALL PERMANENT PREFORMED TAPE MARKING – TYPE 4 GROOVED, 16" WHITE	LF	125
44	905.101	INSTALL PERMANENT PREFORMED TAPE MARKING – TYPE 4 GROOVED, 24" WHITE	LF	400
45	905.151	INSTALL PERMANENT PREFORMED TAPE SYMBOL – TYPE DIRECTIONAL ARROW, WHITE (LT.)	EA	2
46	905.151	INSTALL PERMANENT PREFORMED TAPE SYMBOL – TYPE DIRECTIONAL ARROW, WHITE (ST/RT)	EA	2
47	906.020	FURNISH & INSTALL TRAFFIC POSTS AND SIGNS	EA	2
48	907.000	FURNISH & INSTALL SERVICE DISCONNECT PEDESTAL	EA	1
49	908.000	FURNISH & INSTALL RADAR VEHICLE DETECTION SYSTEM – 4 APPROACH	EA	1
50	1108.100	RENTAL OF DUMP TRUCK	HR	15
51	1108.101	RENTAL OF SKID LOADER	HR	15
52	1108.102	RENTAL OF BACKHOE	HR	15
53	1108.103	RENTAL OF LOADER	HR	15
54	1109.000	MOBILIZATION	LS	1
55	9000.002	INSTALL CONCRETE PAD	EA	1
56	9000.003	TRAFFIC CONTROL	LS	1

GENERAL NOTES

- THE 2024 EDITION OF THE "CITY OF OMAHA STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" AND ANY CURRENT REVISIONS OR UPDATES THERETO SHALL APPLY TO THIS PROJECT AND THE CONTRACTOR SHALL PERFORM IN ACCORDANCE THEREWITHIN.
- THE "OMAHA REGIONAL STORM WATER DESIGN MANUAL" SHALL APPLY TO THIS CONSTRUCTION.
- THE COST OF SHEETING, SHORING OR BRACING AND DEWATERING REQUIRED TO CONSTRUCT THIS PROJECT SHALL BE SUBSIDIARY TO ITEMS FOR WHICH DIRECT PAYMENT IS MADE.
- THE CONTRACTOR IS RESPONSIBLE TO INSURE ALL EXCAVATIONS ARE MADE IN ACCORDANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION STANDARDS – 29 CRF PART 1926, SUBPART P–EXCAVATIONS AS PUBLISHED IN THE FEDERAL REGISTER, VOL. 54, 209, TUESDAY, OCTOBER 31, 1989, RULES AND REGULATIONS. IN ADDITION IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO BE FAMILIAR WITH OSHA STANDARDS AND REGULATIONS PERTAINING TO ALL ASPECTS OF THE WORK INCLUDING ENTERING CONFINED SPACES.
- THE CONTRACTOR SHALL RESTRICT ALL CONSTRUCTION OPERATIONS TO WITHIN THE PUBLIC RIGHT–OF–WAY AND THOSE CONSTRUCTION AREAS AS ILLUSTRATED ON THE PLAN.
- THE CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES IN A MANNER THAT WILL PROVIDE PROTECTION OF EXISTING TREES AND BUSHES. TREES WITHIN THE LIMITS OF CONSTRUCTION TO BE REMOVED ARE NOTED ON PLANS.
- THE LOCATIONS OF ALL UTILITIES ARE SHOWN AS A CONVENIENCE FOR THE CONTRACTOR. NEITHER THE ENGINEER NOR THE CITY GUARANTEE THE ACCURACY OF SUCH INFORMATION. LOCATIONS OF ALL AERIAL AND UNDERGROUND UTILITIES MAY NOT BE INDICATED ON THESE PLANS. UNDERGROUND UTILITIES, WHETHER INDICATED OR NOT, WILL BE LOCATED AND FLAGGED BY THE UTILITY COMPANIES AT THE CONTRACTOR'S REQUEST. NO EXCAVATION WILL BE PERMITTED IN THE AREA OF UNDERGROUND UTILITIES UNTIL ALL FACILITIES HAVE BEEN LOCATED AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES AND THEN ONLY WITH EXTREME CARE TO AVOID ANY DAMAGE TO THE UTILITIES. ANY UTILITY DAMAGED BY THE CONTRACTOR DUE TO HIS OPERATIONS SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
- THE CONTRACTOR SHALL BACKFILL COMPLETED PORTIONS OF CONSTRUCTED SEWER AT THE END OF EACH DAY. EXCAVATION TRENCH REMAINING OPEN SHALL NOT EXCEED 25 LF. THE CONTRACTOR SHALL PLACE SNOW FENCE AROUND EXCAVATION REMAINING OPEN.
- THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL NECESSARY BARRICADES, WARNING SIGNS, LIGHTS AND FLASHERS PER THE MUTCD AND THE OMAHA BARRICADING STANDARDS. THE CONTRACTOR SHALL INSPECT AND VERIFY ALL APPROPRIATE BARRICADES AND SIGNS ARE PLACED ACCORDINGLY AND UPRIGHT AT THE END OF EACH CONSTRUCTION DAY, OR AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR SHALL NOTIFY CITY REPRESENTATIVE 24 HOURS IN ADVANCE OF ANY SIGNING/STRIPING WORK.
- CONCRETE PAVEMENT SHALL BE CURED USING A WHITE PIGMENTED LIQUID MEMBRANE FORMING CURING COMPOUND THAT HAS BEEN APPROVED BY THE NEBRASKA DEPARTMENT OF TRANSPORTATION. THE MINIMUM RATE OF APPLICATION SHALL BE 200 SQ. FT. PER GAL. IF A MECHANICAL POWERED SPRAYER IS USED, AND 100 SQ. FT. PER GAL. IF A HAND POWERED SPRAYER IS USED. TANK MEASUREMENTS SHALL BE RECORDED.
- THE CONTRACTOR SHALL CONSTRUCT ADA COMPLIANT SIDEWALK RAMPS AT ALL RETURNS WHERE SIDEWALKS ARE REMOVED AND REPLACED.
- A WALK BEHIND SAW WITH A DIAMOND EDGE SAW BLADE SHALL BE USED FOR CUTTING ALL REQUIRED CONTRACTION AND LONGITUDINAL PAVEMENT JOINTS. ALL SAW CUTS (INCLUDING THOSE FULL DEPTH CUTS NECESSARY TO REMOVE PAVEMENT) SHALL BE SUBSIDIARY TO ITEMS FOR WHICH DIRECT PAYMENT IS MADE.
- ANY FITTINGS OR CONNECTIONS REQUIRED TO CONSTRUCT SEWER PIPE SHALL BE SUBSIDIARY TO THE BID ITEMS.
- THE CITY OF OMAHA ENVIRONMENTAL SERVICES SAFETY MANUAL IS AVAILABLE FOR REVIEW UPON REQUEST OF THE CONTRACTOR/SUBCONTRACTOR. THIS MANUAL IS THE CITY OF OMAHA'S SAFETY PLAN FOR EMPLOYEES AND REVIEW OF SAID DOCUMENT DOES NOT RELIEVE CONTRACTORS/SUBCONTRACTOR OF HAVING HIS OWN SAFETY PLAN, PROVIDING PROPER SAFETY EQUIPMENT, AND BEING RESPONSIBLE FOR HIS EMPLOYEES SAFETY IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS. THE CITY IS NOT RESPONSIBLE FOR CONTRACTOR SAFETY OR OF HIS SUBCONTRACTORS.
- ALL STORM SEWER PIPE SHALL BE INSTALLED WITH CRUSHED ROCK BEDDING AS SHOWN IN THE SPECIAL PLANS. NO RECYCLED PCC OR ASPHALT WILL BE ALLOWED.
- THE CONTRACTOR WILL BE REQUIRED TO FURNISH WASTE AREAS FOR EXCESS EXCAVATION ON THIS PROJECT.
- SIDEWALK REMOVAL AND CONSTRUCTION WILL BE COMPLETED ON ONE SIDE OF ROADWAY AT A TIME. ACCESS TO BUSINESSES SHALL BE MAINTAINED DURING BUSINESS HOURS. PRIOR TO REMOVING EXISTING SIDEWALK THE CONTRACTOR IS TO MEET WITH ALL BUILDING MANAGERS WITHIN THE SIDEWALK REMOVAL AREA AND REVIEW THE PROPOSED WORK. ANY ADDITIONS OR DELETIONS REQUESTED BY THE BUILDING MANAGER SHALL BE REVIEWED AND APPROVED BY THE ENGINEER.
- CRUSHED ROCK SHALL BE UTILIZED AT LOCATIONS WERE TEMPORARY ACCESS NEEDS TO BE PROVIDED.
- GENDER SPECIFIC SIGNS, SUCH AS FLAGMAN AND MEN WORKING, WILL NOT BE ALLOWED. THE SIGNS SHALL EITHER BE NEUTRAL GENDER, SUCH AS FLAGGER, OR EQUIVALENT SYMBOL SIGNS.
- ALL CCTV INSPECTION REQUIRED AS PART OF STORM SEWER OR SANITARY SEWER CONSTRUCTION SHALL BE SUBSIDIARY TO OTHER ITEMS RECEIVING DIRECT PAYMENT.
- CONCRETE WASHOUT STATIONS SHALL BE CONSTRUCTED AS NEEDED DURING THE PAVING OPERATIONS. THIS SHALL BE SUBSIDIARY TO OTHER ITEMS RECEIVING DIRECT PAYMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CAPPING SPRINKLER SYSTEMS THAT ARE IMPACTED DURING THE PROJECT. THIS SHALL BE SUBSIDIARY TO OTHER ITEMS RECEIVING DIRECT PAYMENT.
- ALL ITEMS WITHIN THE LIMITS OF CONSTRUCTION NOT INDICATED IN THE PLANS FOR REMOVAL SHALL BE INCIDENTAL TO THE ITEM "CLEARING AND GRUBBING GENERAL."
- ANY DEWATERING AND/OR BYPASS PUMPING REQUIRED FOR THE CONSTRUCTION OF STORM OR SANITARY SEWERS SHALL BE CONSIDERED SUBSIDIARY TO OTHER BID ITEMS RECEIVING DIRECT PAYMENT UNLESS INDICATED OTHERWISE IN THE CONTRACT.
- TEMPORARY FENCE SHALL BE INSTALLED AT LOCATIONS WHERE FENCE IS BEING REMOVED AS INDICATED IN CONTRACT AND REPLACED AS PART OF THE CONSTRUCTION. THE TEMPORARY FENCE SHALL BE CHAIN LINK AND SHALL BE A MINIMUM OF FOUR FEET HIGH. THE TEMPORARY FENCE SHALL BE CONSTRUCTED IN SUCH A MANNER SO AS TO COMPLETELY SECURE THE ENCLOSED AREA FOR PET AND HUMAN PROTECTION.
- MOWING WITHIN THE PROJECT LIMITS DURING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. MOWING SHALL BE SUBSIDIARY TO ITEMS FOR WHICH DIRECT PAYMENT IS MADE.
- THE CONTRACTOR SHALL ADJUST ALL NEW AND EXISTING INLETS, VALVE BOXES, MANHOLE RIMS, AND SEWER CLEAN OUTS, ETC. TO FINISH GRADE AS APPLICABLE WHERETHER OR NOT THEY ARE SHOWN ON THE PLANS.
- THE CONTRACTOR SHALL MAINTAIN DRAINAGE AND PROVIDE TEMPORARY PATHS OR MEANS FOR DRAINAGE DURING INSTALLATION OF SEWER OR DRAINAGE INFRASTRUCTURE.
- REMOVAL OF SIGNS IS SUBSIDIARY TO THE BID ITEM "REMOVE LIGHT POLE"
- MINOR EARTHWORK REQUIRED IS SUBSIDIARY TO THE BID ITEM "SUBGRADE PREPARATION"

FELSBERG
HOLT &
ULLEVIG

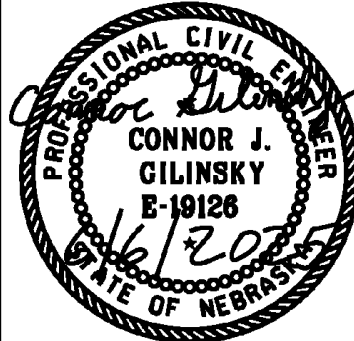
14606 Branch St., Ste 400
Omaha, NE 68154
Office: 402-445-4405
Nebraska C.O.A. #CA-2681

Project Number
20241203

99TH & GILES ROAD
CURB RAMPS AND
SIGNAL DESIGN

FELSBERG
HOLT &
ULLEVIG

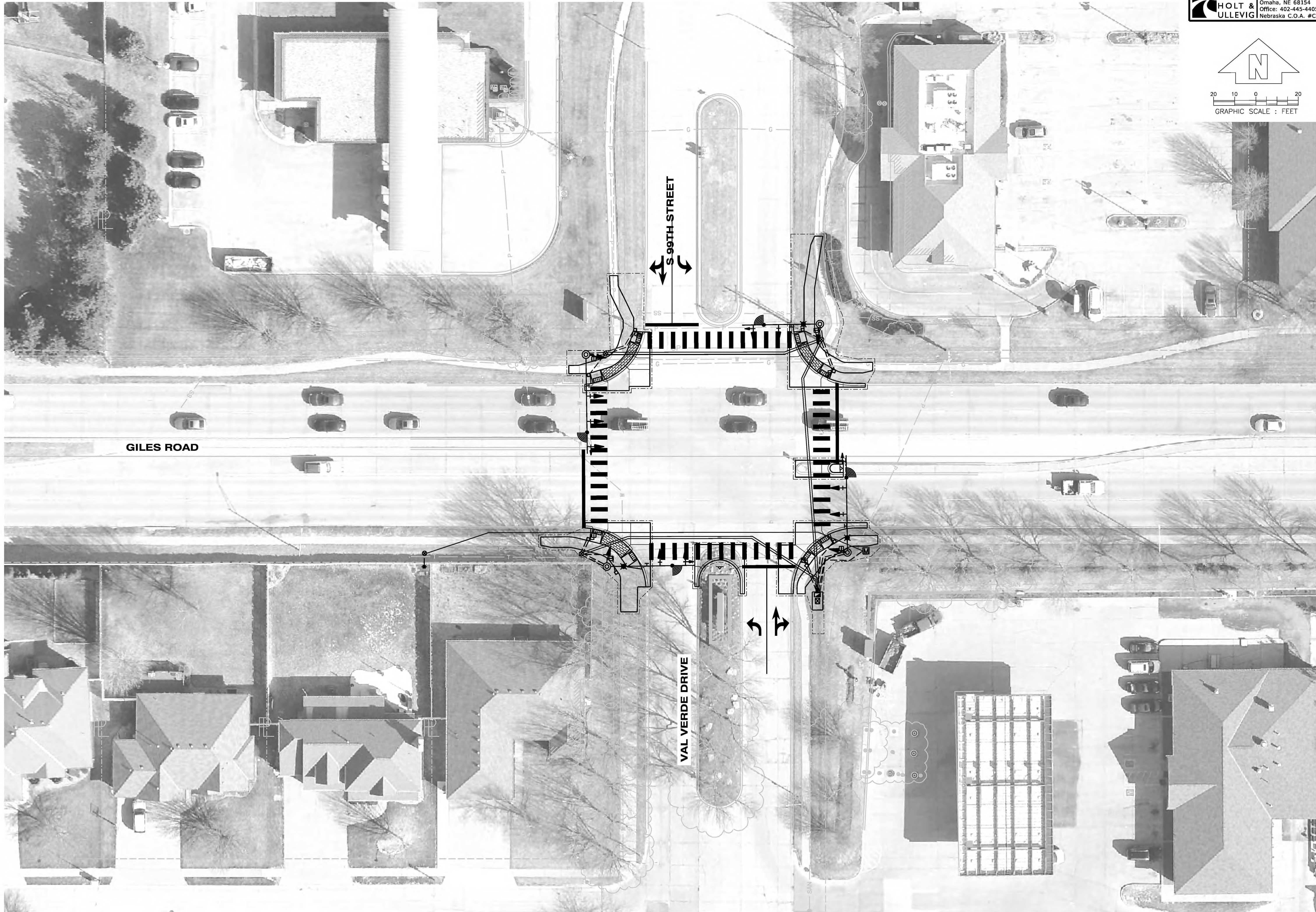
Roadway
Design
Division



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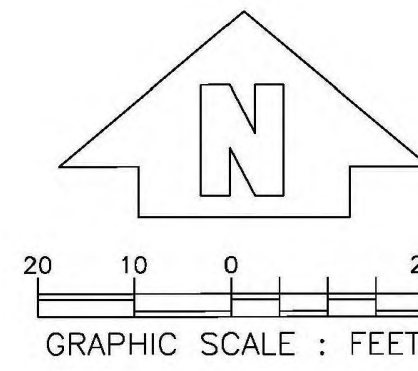
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FELSBURG
HOLT &
ULLEVIG

14606 Branch St., Ste 400
Omaha, NE 68154
Office: 402-445-4405
Nebraska C.O.A. #CA-2681



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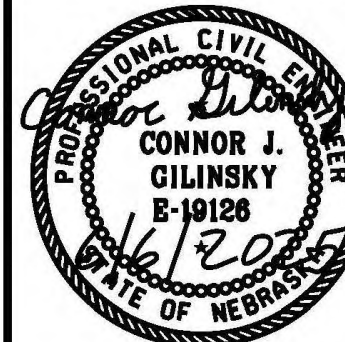
Project Number
20241203

99TH & GILES ROAD
CURB RAMP AND
SIGNAL DESIGN

AERIAL

FELSBURG
HOLT &
ULLEVIG

Roadway
Design
Division



COMPUTER: GX36

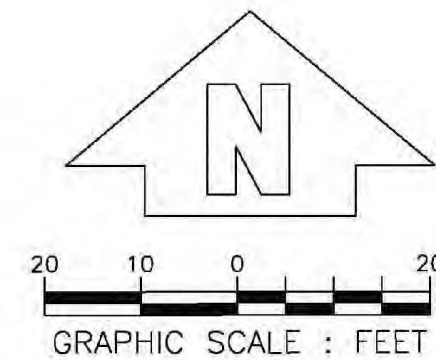
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GILES ROAD

Project Number
20241203

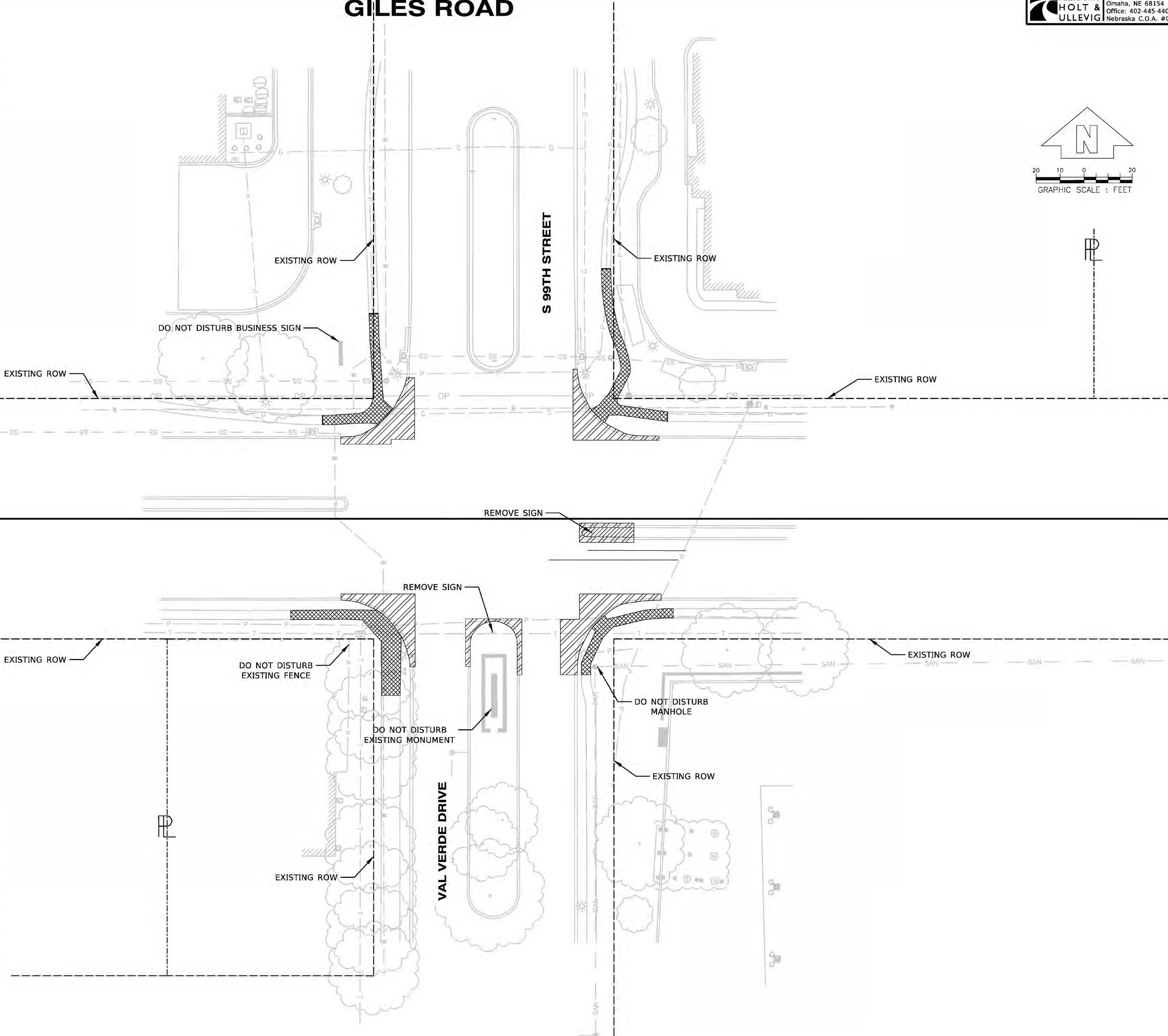
99TH & GILES ROAD
CURB RAMPS AND
SIGNAL DESIGN



REMOVE PAVEMENT			
LOCATION	SQ. YDS.	TYPE	*THICKNESS
NORTHWEST CORNER	36	CONCRETE	10"
SOUTHWEST CORNER	36	CONCRETE	10"
SOUTH MEDIAN	16	CONCRETE	10"
SOUTHEAST CORNER	48	CONCRETE	10"
NORTHEAST CORNER	32	CONCRETE	10"
EAST MEDIAN	10	CONCRETE	10"

* FIELD VERIFY

REMOVE MEDIAN SURFACING	
LOCATION	SQ. FT.
EAST MEDIAN	85



REMOVE SIDEWALK	
LOCATION	SQ. FT.
NORTHWEST CORNER	295
SOUTHWEST CORNER	425
SOUTHEAST CORNER	215
NORTHEAST CORNER	375

REMOVE LIGHT POLE		
NORTHING	EASTING	EACH
79388.29	126542.11	1
79388.56	126617.64	1
79505.13	126540.39	1
79505.84	126618.58	1

REMOVALS

COMPUTER: GX36

DATE: 6-JUN-2025 08:38

FILE: 124434 Sheets Construction.dgn

GILES ROAD

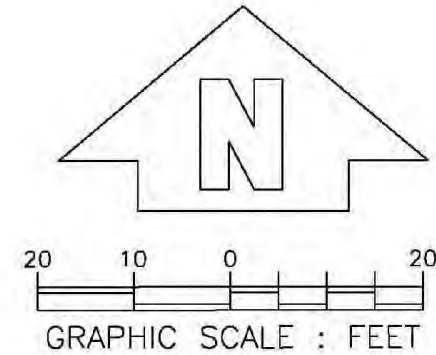
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Project Number
20241203

99TH & GILES ROAD
CURB RAMPS AND
SIGNAL DESIGN



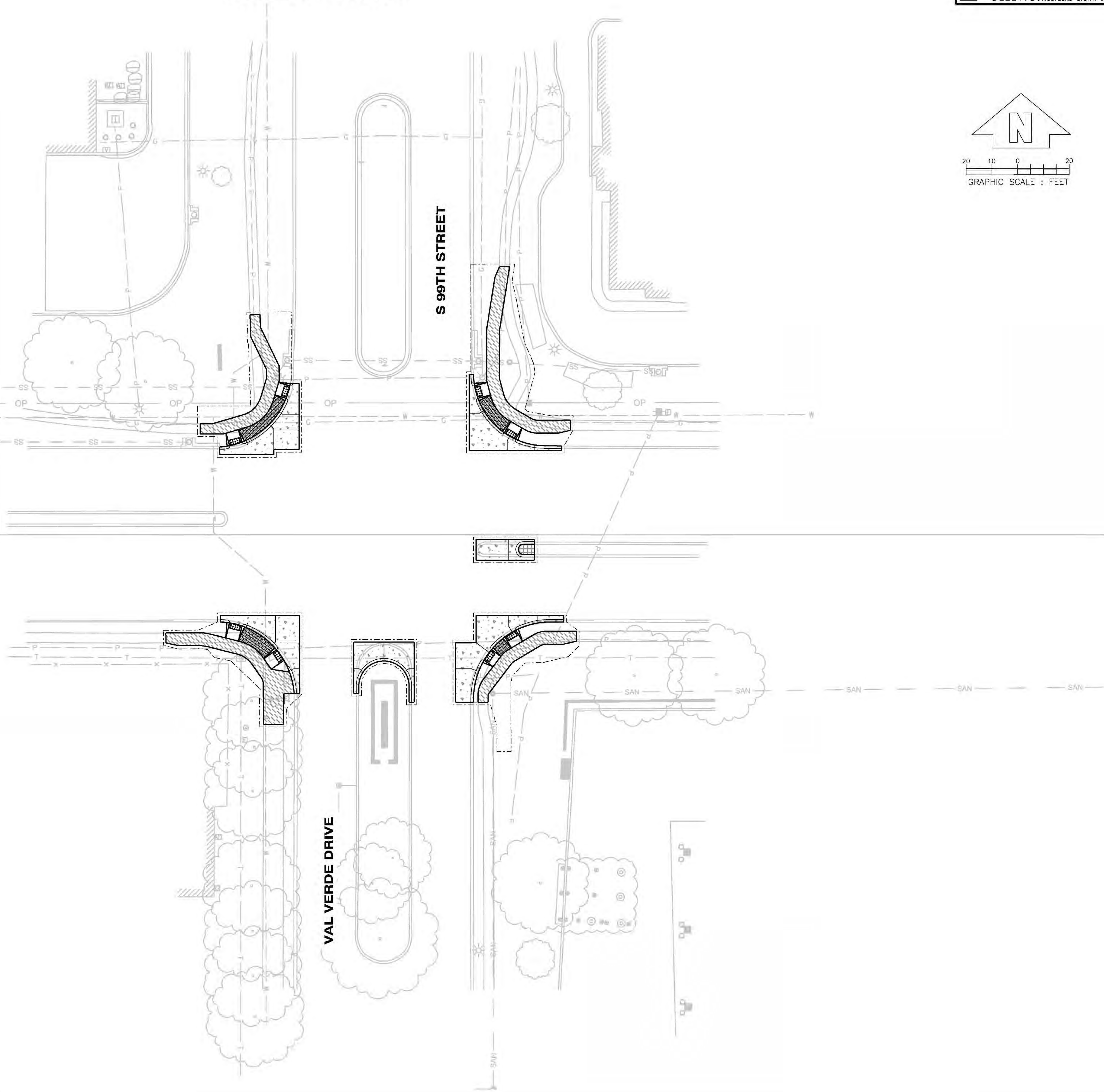
CONSTRUCT 10" CONCRETE PAVEMENT (OPW-3500)	
LOCATION	SQ. YDS.
NORTHWEST CORNER	36
SOUTHWEST CORNER	36
SOUTH MEDIAN	16
SOUTHEAST CORNER	48
NORTHEAST CORNER	32
EAST MEDIAN	20

CONSTRUCT 6" PCC SIDEWALK	
LOCATION	SQ. FT.
NORTHWEST CORNER	310
SOUTHWEST CORNER	215
SOUTHEAST CORNER	527
NORTHEAST CORNER	415

CONSTRUCT 6" IMPRINTED PCC SURFACE	
LOCATION	SQ. FT.
NORTHWEST CORNER	86
SOUTHWEST CORNER	76
SOUTHEAST CORNER	64
NORTHEAST CORNER	66

CONSTRUCT PCC CURB RAMP			
LOCATION	CROSSING DIRECTION	SQ. FT.	DETECTABLE WARNING PANEL SQ. FT.
NORTHWEST CORNER	SOUTH	30	8
NORTHWEST CORNER	EAST	28	8
SOUTHWEST CORNER	NORTH	36	8
SOUTHWEST CORNER	EAST	50	8
SOUTHEAST CORNER	WEST	26	8
SOUTHEAST CORNER	NORTH	30	8
NORTHEAST CORNER	WEST	30	8
NORTHEAST CORNER	SOUTH	30	8

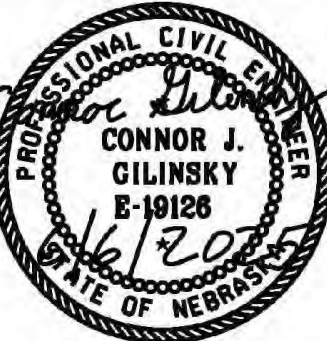
CONSTRUCT PCC MEDIAN SURFACING	
LOCATION	SQ. FT.
EAST MEDIAN	24



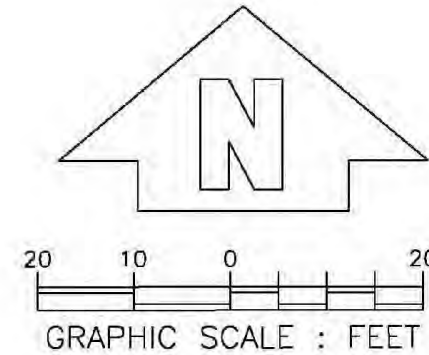
CONSTRUCTION

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Design
Division



GILES ROAD



ROADWAY GEOMETRICS

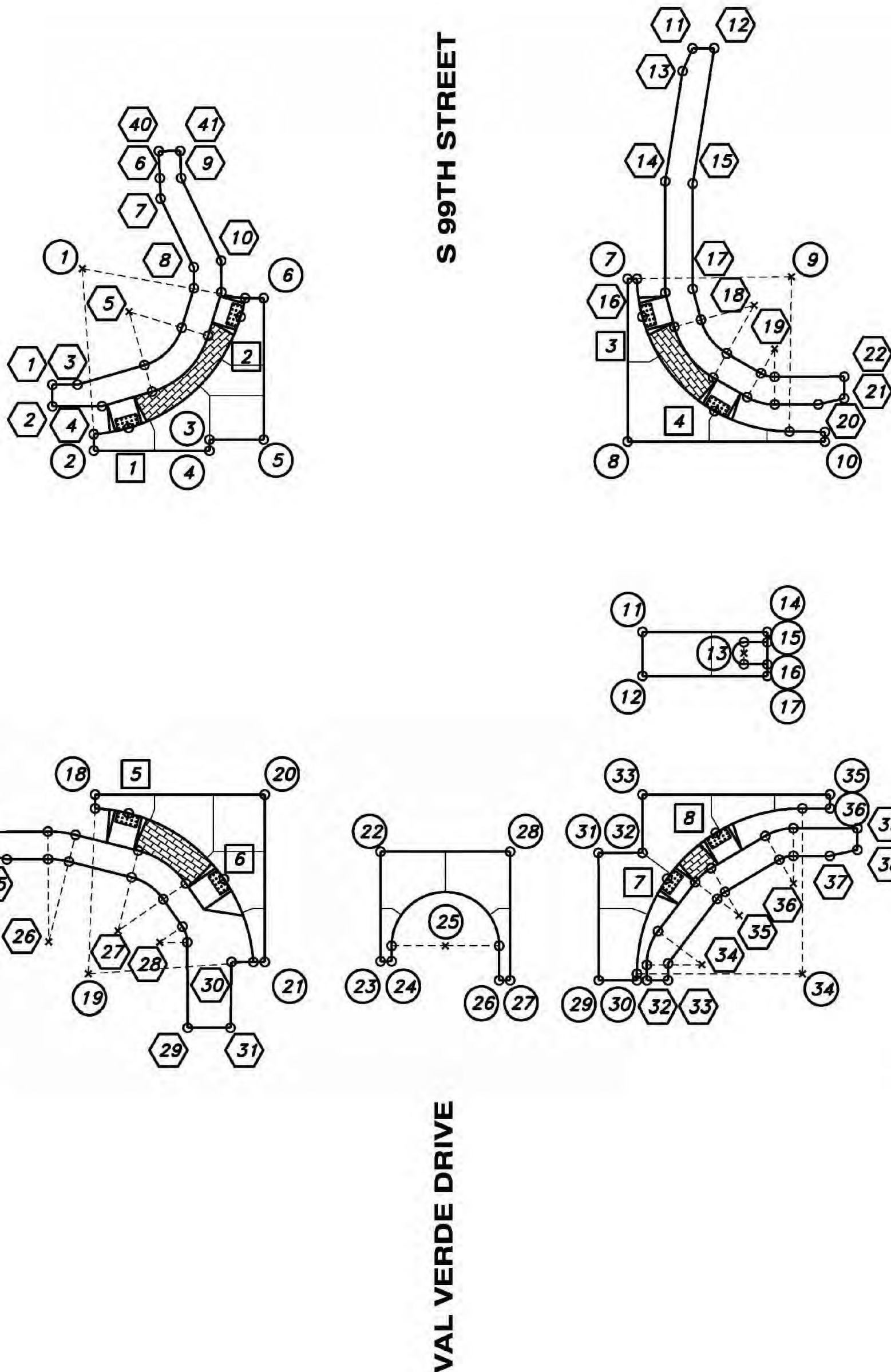
1 30' R.P. N 79509.02 E 126514.57	13 2' R.P. N 79439.11 E 126634.39	25 9.75' R.P. N 79386.18 E 126580.14
2 N 79476.08 E 126516.57	14 N 79442.97 E 126638.64	26 N 79379.89 E 126589.87
3 N 79478.04 E 126537.55	15 N 79441.09 E 126638.63	27 N 79379.89 E 126591.87
4 N 79476.04 E 126537.54	16 N 79437.09 E 126638.62	28 N 79403.21 E 126591.93
5 N 79478.02 E 126547.37	17 N 79434.97 E 126638.62	29 N 79379.85 E 126607.93
6 N 79503.62 E 126547.43	18 N 79413.74 E 126516.68	30 N 79379.84 E 126614.87
7 N 79506.96 E 126613.44	19 30' R.P. N 79381.24 E 126515.38	31 N 79402.96 E 126607.93
8 N 79477.53 E 126613.38	20 N 79413.67 E 126547.45	32 N 79402.96 E 126615.93
9 30' R.P. N 79507.27 E 126643.16	21 N 79383.32 E 126547.38	33 N 79413.52 E 126615.95
10 N 79477.45 E 126649.15	22 N 79403.27 E 126568.43	34 30' R.P. N 79380.96 E 126644.88
11 N 79443.02 E 126616.01	23 N 79383.38 E 126568.38	35 N 79413.47 E 126649.95
12 N 79435.02 E 126615.99	24 N 79383.39 E 126570.38	36 N 79410.95 E 126649.94

CURB RAMP GEOMETRICS

1 N 79480.20 E 126522.90	5 N 79410.32 E 126522.75
2 N 79500.22 E 126543.25	6 N 79398.37 E 126540.01
3 N 79500.07 E 126616.10	7 N 79398.27 E 126620.38
4 N 79483.02 E 126629.17	8 N 79406.54 E 126629.20

SIDEWALK GEOMETRICS

1 N 79488.07 E 126509.11	15 N 79524.21 E 126625.29	29 N 79371.54 E 126533.37
2 N 79484.14 E 126509.10	16 N 79504.45 E 126620.25	30 N 79383.33 E 126541.35
3 N 79488.07 E 126513.65	17 N 79505.09 E 126625.25	31 N 79371.53 E 126541.12
4 N 79484.14 E 126518.07	18 10' / 15' R.P. N 79502.10 E 126636.40	32 N 79379.84 E 126616.66
5 10' / 15' R.P. N 79501.18 E 126523.01	19 5' / 10' R.P. N 79494.20 E 126640.08	33 N 79379.84 E 126620.50
6 N 79525.40 E 126528.65	20 N 79484.20 E 126647.98	34 10' R.P. N 79382.67 E 126626.65
7 N 79521.67 E 126528.78	21 N 79485.27 E 126652.66	35 5' / 10' R.P. N 79391.55 E 126633.43
8 N 79509.24 E 126534.75	22 N 79489.20 E 126652.70	36 5' / 10' R.P. N 79397.34 E 126643.27
9 N 79525.42 E 126532.52	23 N 79406.98 E 126495.61	37 N 79402.33 E 126649.88
10 N 79510.40 E 126539.75	24 N 79403.14 E 126495.62	38 N 79403.42 E 126654.89
11 N 79548.83 E 126625.32	25 N 79402.01 E 126500.64	39 N 79407.31 E 126654.89
12 N 79548.84 E 126629.23	26 15' / 20' R.P. N 79387.05 E 126508.19	40 N 79530.40 E 126528.48
13 N 79544.70 E 126623.51	27 10' / 15' R.P. N 79389.02 E 126520.78	41 N 79530.42 E 126532.35
14 N 79524.62 E 126620.29	28 5' R.P. N 79386.92 E 126528.34	



GENERAL NOTES - GEOMETRICS:

1. EDGE OF PAVEMENT COORDINATES ARE APPROXIMATE AND SHOULD BE ADJUSTED IN FIELD TO MATCH EXISTING JOINT LOCATIONS.

GEOMETRICS

GILES ROAD

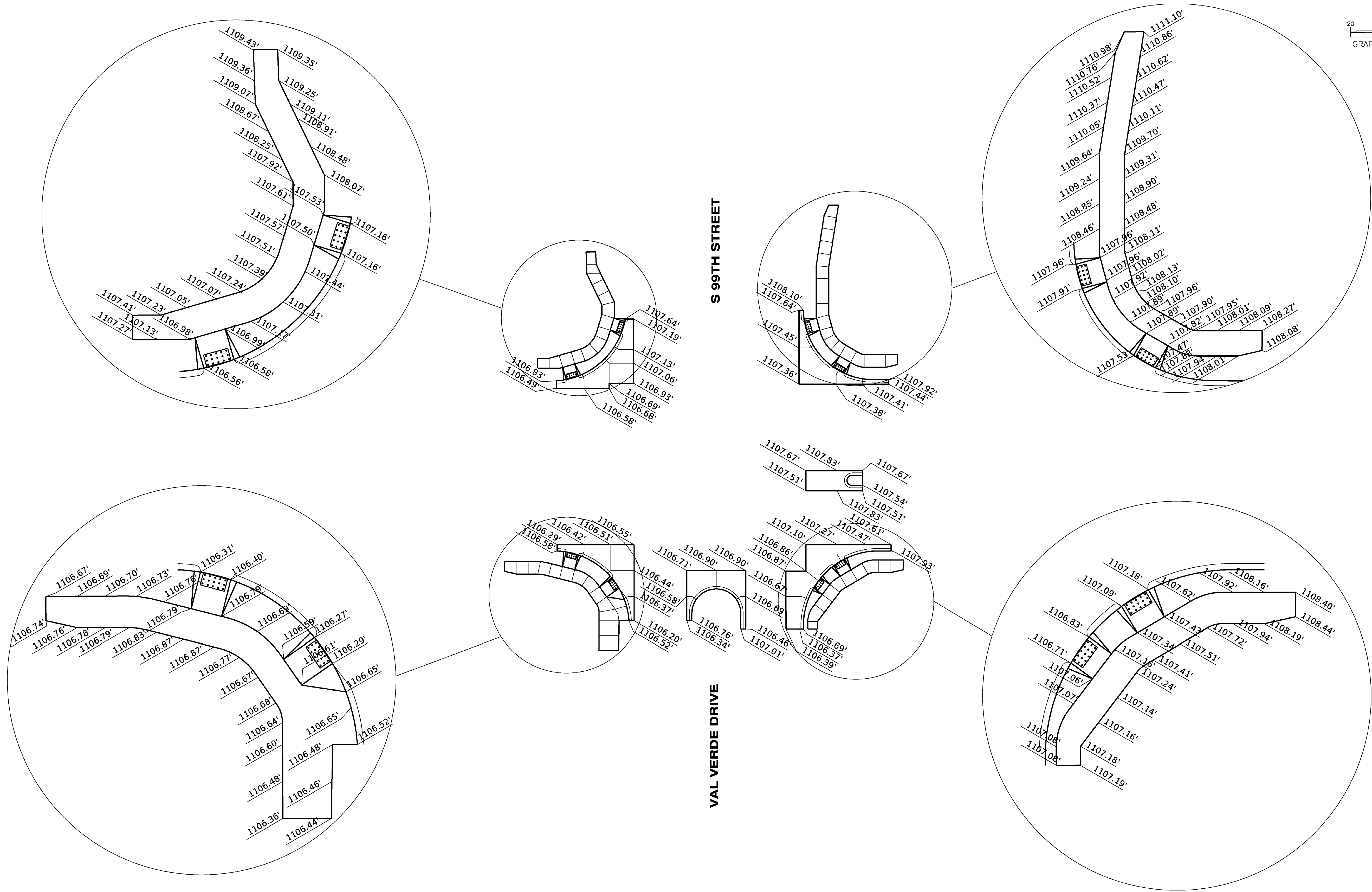
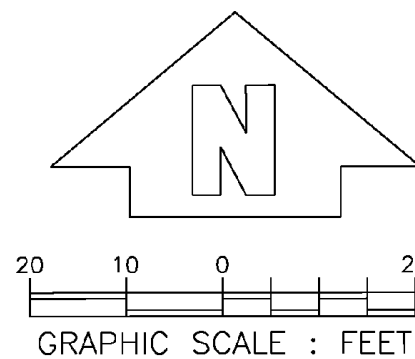
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99TH & GILES ROAD
CURB RAMPS AND
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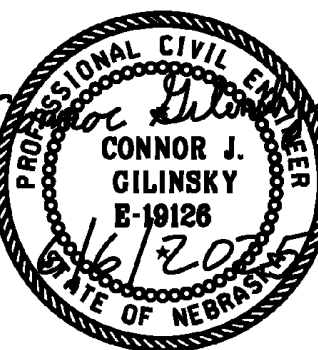
GENERAL NOTES - GRADES:

1. GRADES ARE APPROXIMATE AND SHOULD BE ADJUSTED TO FIT FIELD CONDITIONS.

JOINTS & GRADES

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GILES ROAD

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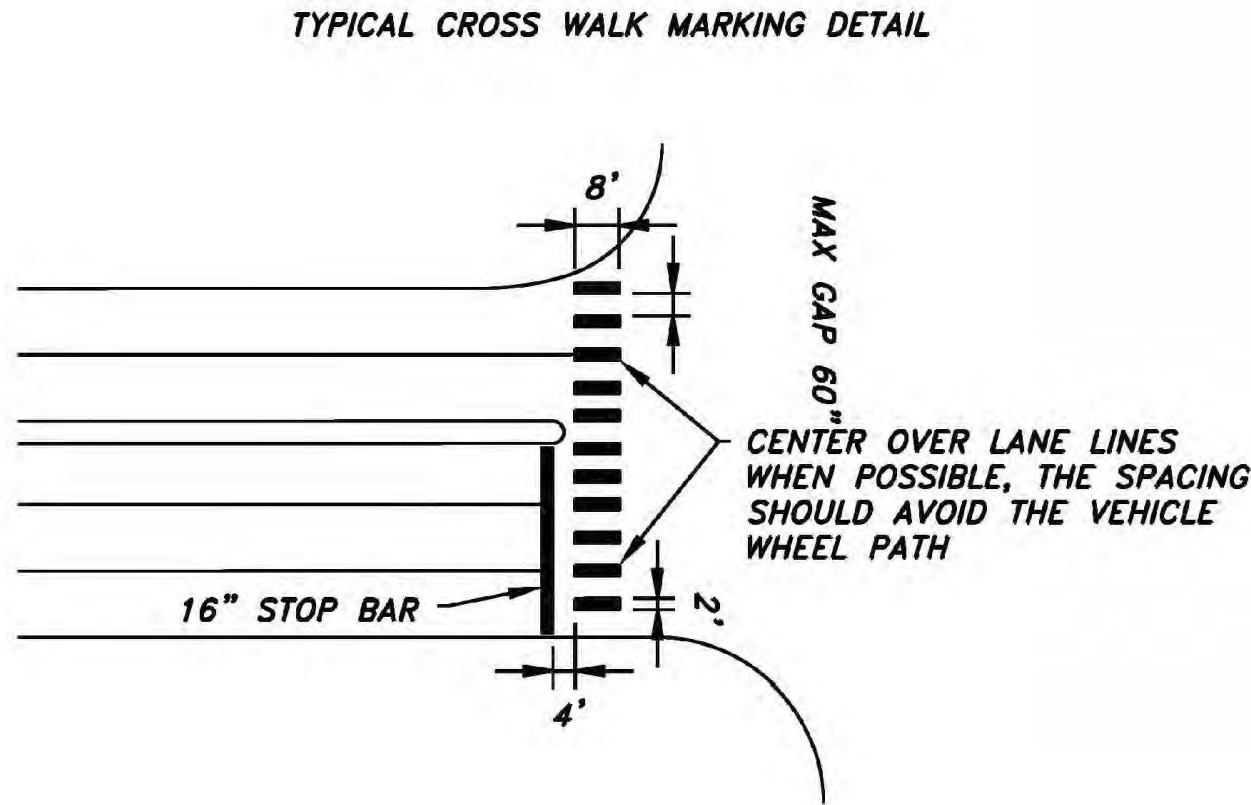
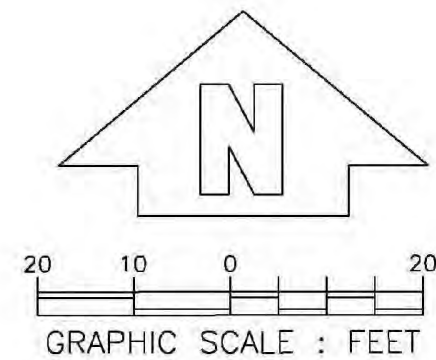
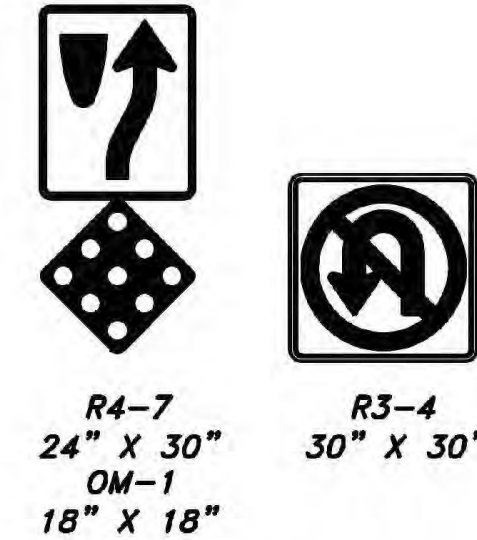
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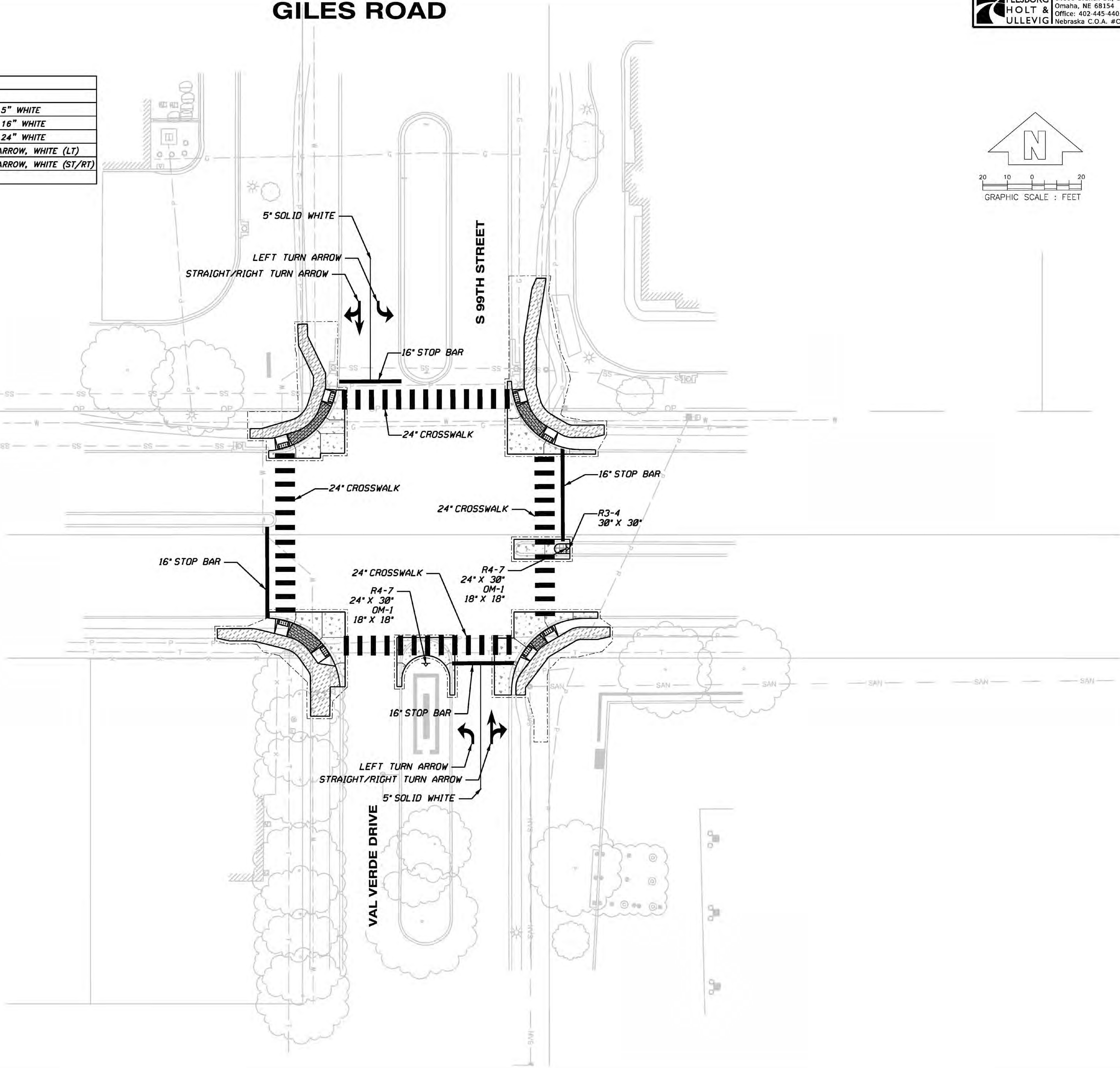
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99TH & GILES ROAD
CURB RAMP AND
SIGNAL DESIGN

SUMMARY OF SIGNING AND STRIPING QUANTITIES		
QTY	UNIT	ITEM
100	LF	INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 4 GROOVED, 5" WHITE
125	LF	INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 4 GROOVED, 16" WHITE
400	LF	INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 4 GROOVED, 24" WHITE
2	EA	INSTALL PERMANENT PREFORMED TAPE SYMBOL - TYPE DIRECTIONAL ARROW, WHITE (LT)
2	EA	INSTALL PERMANENT PREFORMED TAPE SYMBOL - TYPE DIRECTIONAL ARROW, WHITE (ST/RT)
2	EA	FURNISH & INSTALL TRAFFIC POSTS AND SIGNS



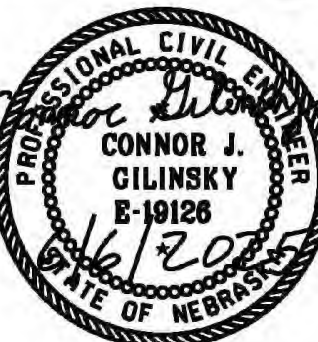
- GENERAL NOTES - STRIPING:
- ALL SIGNS IN ISLANDS SHALL BE INSTALLED USING BREAKAWAY ANCHORS PER PLANS AND SPECIFICATIONS.
 - SKIP LANE LINES SHALL HAVE A 10 FT. STRIPE WITH A 30 FT. GAP. ALL 5" WHITE SKIP LANE LINES SHALL BE CONTRAST WET REFLECTIVE PAINT MARKINGS.
 - SHORT SKIP LANE LINES SHALL HAVE A 2 FT. STRIPE WITH A 6 FT. GAP.
 - STOP BARS SHALL BE 16 IN. WIDE AND CROSSWALKS SHALL BE 24 IN. WIDE.
 - ALL SIGN LOCATIONS ARE APPROXIMATE AND MAY BE ADJUSTED TO FIT FIELD CONDITIONS. SIGNS MAY BE MOUNTED ON STREET LIGHT POLES.
 - ALL CONFLICTING PAVEMENT MARKINGS SHALL BE REMOVED AND CONSIDERED SUBSIDIARY TO THE PERMANENT STRIPING BID ITEM.
 - CONTRACTOR IS RESPONSIBLE TO PROVIDE AND INSTALL ALL SIGNS.
 - A 6" DIAMETER OPENING FOR SIGN POSTS LOCATED IN THE MEDIAN ISLAND/MEDIAN NOSE SHALL BE PROVIDED. THIS WORK SHALL BE CONSIDERED SUBSIDIARY TO THE MEDIAN ISLAND AND MEDIAN NOSE CONSTRUCTION. MEDIAN NOSE SHALL BE PAINTED YELLOW.



SIGNING & STRIPING

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Roadway
Design
Division



COMPUTER: GX36
















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SIGNAL GENERAL NOTES

- THE CITY OF OMAHA STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2024 EDITION, AND ANY CURRENT REVISIONS OR AMENDMENTS THERETO, SHALL APPLY TO THIS CONSTRUCTION AND THE CONTRACTOR SHALL PERFORM IN ACCORDANCE THEREWITH.
- THE CONTRACTOR IS RESPONSIBLE TO INSURE ALL EXCAVATIONS ARE MADE IN ACCORDANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION STANDARDS – 29 CRF PART 1926, SUBPART P–EXCAVATIONS AS PUBLISHED IN THE FEDERAL REGISTER, VOL. 54, 209, TUESDAY, OCTOBER 31, 1989, RULES AND REGULATIONS.
- THE CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES IN A MANNER THAT WILL PROVIDE PROTECTION OF EXISTING TREES AND BUSHES. THE TREES ON THE SOUTHWEST CORNER OF THE INTERSECTION SHALL BE TRIMMED IN A MANNER THAT THEY DO NOT OBSTRUCT THE VIEW OF THE TRAFFIC SIGNAL HEADS OR INTERFERE WITH THE CONSTRUCTION OF THE COMBINATION MAST ARM SIGNAL POLE.
- UTILITIES ARE SHOWN AS A CONVENIENCE FOR THE CONTRACTOR. NEITHER THE ENGINEER NOR THE CITY GUARANTEE THE ACCURACY OF SUCH INFORMATION. LOCATIONS OF ALL AERIAL AND UNDERGROUND UTILITIES MAY NOT BE INDICATED ON THESE PLANS. UNDERGROUND UTILITIES, WHETHER INDICATED OR NOT, WILL BE LOCATED AND FLAGGED BY THE UTILITY COMPANIES AT THE CONTRACTOR’S REQUEST. NO EXCAVATION WILL BE PERMITTED IN THE AREA OF UNDERGROUND UTILITIES UNTIL ALL FACILITIES HAVE BEEN LOCATED AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES AND THEN ONLY WITH EXTREME CARE TO AVOID ANY DAMAGE TO THE UTILITIES. ANY UTILITY DAMAGED BY THE CONTRACTOR DUE TO HIS OPERATIONS SHALL BE REPAIRED BY THE CONTRACTOR AT THEIR EXPENSE.
- THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL NECESSARY BARRICADES, WARNING SIGNS, LIGHTS AND FLAGGERS PER THE MUTCD AND THE OMAHA BARRICADING STANDARDS AND THE CONTRACTOR SHALL INSPECT AND VERIFY ALL APPROPRIATE BARRICADES AND SIGNS ARE PLACED ACCORDINGLY AND UPRIGHT AT THE END OF EACH CONSTRUCTION DAY, OR AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR SHALL DISPOSE OF ALL UNSUITABLE MATERIALS ENCOUNTERED IN THE REMOVAL AND GRADING OPERATIONS OFF THE PROJECT SITE, INCLUDING CONCRETE, ASPHALT, OIL MAT, BRICK, ROCK, ETC. NO UNSUITABLE MATERIAL SHALL BE USED FOR BACKFILLING OF EMBANKMENT CONSTRUCTION. THE COST FOR DISPOSAL OF UNSUITABLE MATERIAL SHALL BE SUBSIDIARY TO THE PROJECT.
- THE CONTRACTOR SHALL DISPOSE OF EXCESS MATERIAL AT AN OFF–SITE LOCATION. SUITABLE EXCESS MATERIAL MAY BE UTILIZED FOR FILL. NO PAYMENT WILL BE MADE FOR THE DISPOSAL OF EXCESS MATERIAL HAULED OFF SITE.
- CONCRETE WASHOUT STATIONS SHALL BE CONSTRUCTED AS NEEDED DURING THE PAVING OPERATIONS. THIS SHALL BE CONSIDERED SUBSIDIARY TO OTHER ITEMS RECEIVING DIRECT PAYMENT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CAPPING SPRINKLER SYSTEMS THAT ARE IMPACTED DURING THE PROJECT. THIS SHALL BE CONSIDERED SUBSIDIARY TO OTHER ITEMS RECEIVING DIRECT PAYMENT.
- GENDER SPECIFIC SIGNS, SUCH AS FLAGMAN AND MEN WORKING, WILL NOT BE ALLOWED. THE SIGNS SHALL EITHER BE NEUTRAL GENDER, AS FLAGGER, OR EQUIVALENT SYMBOL SIGNS.
- ALL OVERHEAD SIGNALS SHALL BE MOUNTED WITH MA–5 MOUNTINGS, HAVE BACKPLATES AND BE CENTERED OVER THEIR APPROACH LANES.
- ALL SIDE MOUNTED SIGNALS SHALL BE MOUNTED WITH A B–4 ALTERNATE MOUNTING.
- THE COST OF PUSH BUTTON SIGNS SHALL BE INCLUDED IN THE PAY ITEM "APS PEDESTRIAN PUSH BUTTON, TYPE PPB".
- CABLE CHECKS SHOULD BE MADE PRIOR TO ORDERING MATERIALS TO VERIFY MAST ARM LENGTHS.
- ALL SURFACE MATERIALS THAT ARE DISTURBED BY EXCAVATION AND BACKFILLING OPERATIONS SHALL BE REPLACED AND RESTORED IN KIND (INCLUDING THE SEEDING OF ANY DISTURBED AREAS) CONSIDERED INCIDENTAL TO OTHER PAY ITEMS.
- CONTRACTOR TO SUPPLY AND INSTALL THE SERVICE ENTRANCE CABLE (3–SEC) FROM THE POWER SOURCE TO THE SERVICE DISCONNECT (PEDESTAL), THE SERVICE CABLE (2–SC) AND GROUNDING CONDUCTOR (1–GC) FROM THE SERVICE DISCONNECT (PEDESTAL) TO THE TRAFFIC SIGNAL CONTROLLER CABINET, AND THE STREET LIGHTING CABLE (1–3/C) FROM THE SERVICE DISCONNECT (PEDESTAL) TO THE TRANSFORMER BASE OF THE NEAREST SIGNAL POLE FOR STREET LIGHTING.
- IF THE ELEVATION OF A FOUNDATION OF A SIGNAL POLE OR A PAD MOUNTED CONTROLLER CABINET DOES NOT MATCH THE SURROUNDING ELEVATION OF THE NEW SIDEWALK CONSTRUCTION OR BACK OF CURB ON THIS PROJECT, THEN THE CONTRACTOR SHALL RECONSTRUCT THE FOUNDATION AT THE PROPER ELEVATION AT NO ADDITIONAL COST TO THE PROJECT.
- THE CONTRACTOR SHALL CONTACT THE CONSTRUCTION INSPECTOR WITH TWO WEEKS NOTICE IN ORDER TO ARRANGE TO HAVE A REPRESENTATIVE FROM THE CITY COME OUT TO FIELD LOCATE THE SERVICE DISCONNECT PEDESTAL. THE SERVICE DISCONNECT PEDESTAL SHALL BE INSTALLED AND CONNECTED TO THE POWER SOURCE AS SOON AS POSSIBLE AFTER CONSTRUCTION BEGINS ON THE SIGNAL.
- BEFORE THE SCHEDULED TURN–ON FOR FINAL CONNECTIONS TO THE OVERHEAD LUMINAIRE HEADS, THE CONTRACTOR SHALL CONTACT BURT ADAMS (O.P.P.D.) AT 531–226–3333. THIS SHALL BE DONE BEFORE CONSTRUCTION BEGINS ON THIS PROJECT. THIS IS TO COORDINATE THE INSTALLATION OF THE UNDERGROUND WIRING FOR THE OVERHEAD LUMINAIRE HEADS.
- THE CONTRACTOR AND CITY INSPECTOR SHALL ENSURE TO PROVIDE AT LEAST A 4 FOOT WIDE SIDEWALK PATH BETWEEN THE NEAREST SIDEWALK AND/OR WHEEL CHAIR RAMP FACILITY (IF PRESENT) AND EACH PEDESTRIAN PUSH BUTTON.
- THE INITIAL LOCATION OF TRAFFIC SIGNAL FACILITIES SHALL BE PERFORMED BY THE ENGINEER AND/OR THE CITY OF LA VISTA. AFTER THE INITIAL LOCATE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL AERIAL AND UNDERGROUND TRAFFIC SIGNAL FACILITIES AT EACH SIGNALIZED LOCATION UPON THE REQUEST OF PROTECTION PER NEBRASKA ONE–CALL STATUTES, WHETHER THE FACILITIES ARE AFFECTED BY THE PROJECT OR NOT. FOR EACH SIGNALIZED LOCATION, THESE LOCATING RESPONSIBILITIES WILL BEGIN AT THE COMMENCEMENT OF THE PROJECT AND WILL END UPON THE COMPLETION OF A SUCCESSFUL PERMANENT TRAFFIC SIGNAL TURN–ON.
- * – INDICATES MATERIAL INCLUDED IN THE BID ITEM "FURNISH & INSTALL RADAR VEHICLE DETECTION SYSTEM–# APPROACH".

SIGNAL LEGEND

- TRAFFIC SIGNAL POLE, FOOTING SYMBOL, AND IDENTIFYING NUMBER
- POWER SOURCE
- TRAFFIC SIGNAL HEAD WITH BACKPLATE SYMBOL AND IDENTIFYING NUMBER
- TRAFFIC SIGNAL HEAD SYMBOL AND IDENTIFYING NUMBER
- PEDESTRIAN SIGNAL SYMBOL AND IDENTIFYING NUMBER
- LUMINAIRE ARM – 12 FEET
- TRAFFIC SIGNAL CONTROLLER AND CABINET
- ELECTRICAL METER
- MAST ARM MOUNTED SIGN AND IDENTIFYING NUMBER
- POLE MOUNTED SIGN AND IDENTIFYING NUMBER
- TRENCHED SIGNAL CONDUIT
- BORED CONDUIT
- PULL BOX, TYPE PB–8 & PB–10
- PULL BOX, TYPE PB–6
- RADAR VEHICLE DETECTOR

GILES ROAD

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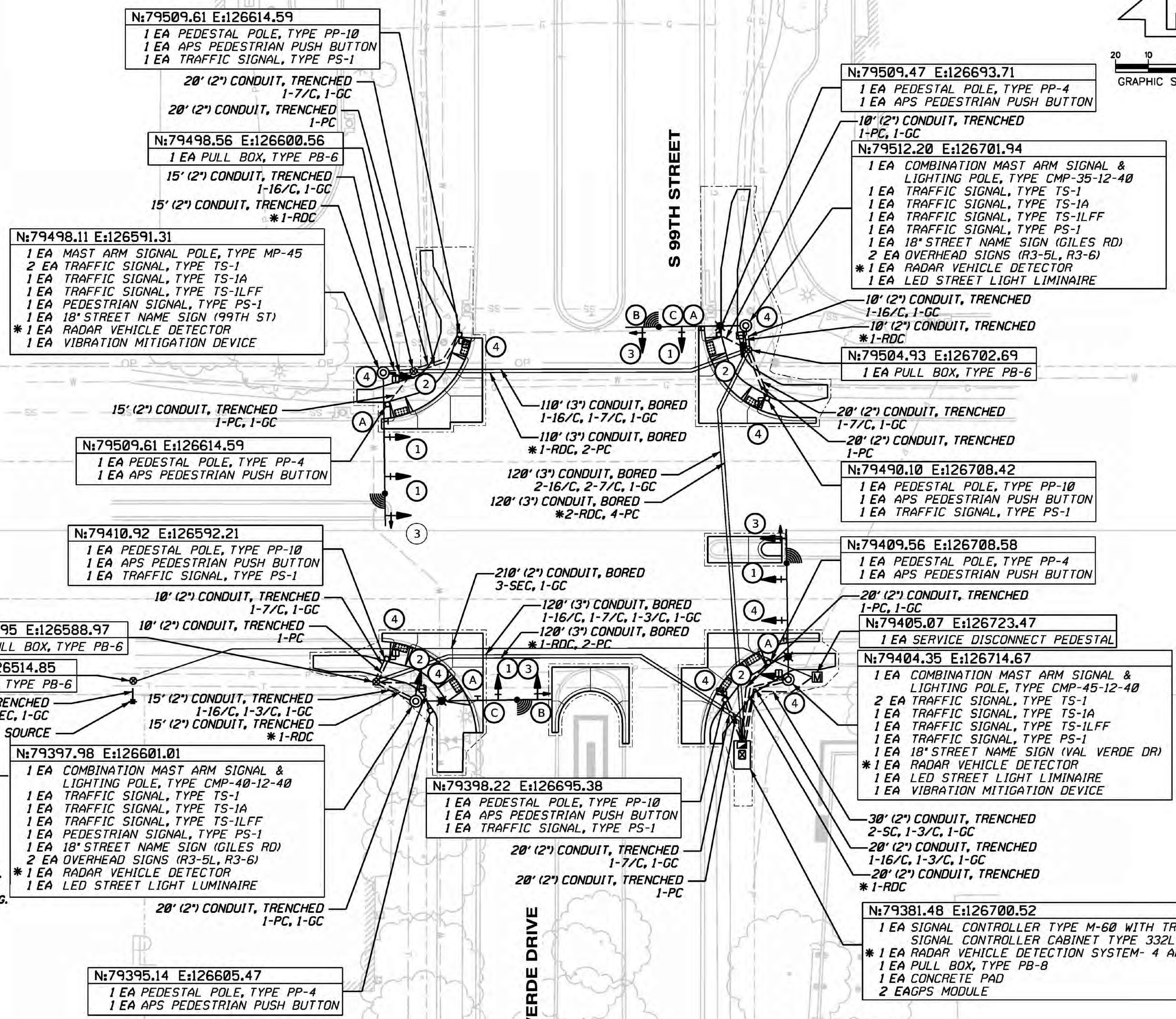
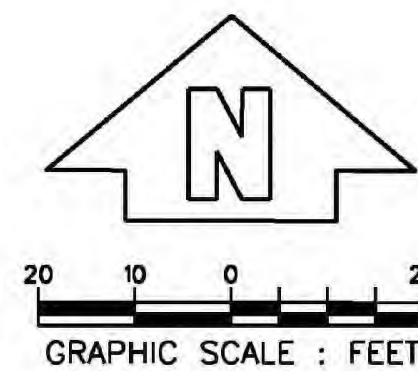
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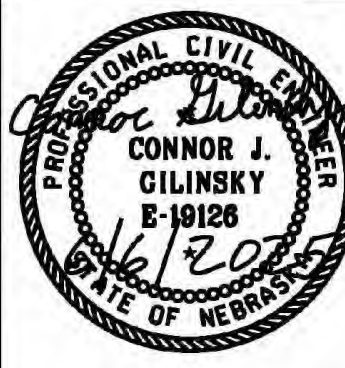
- INTERSECTION NOTES
- TWO (2) GPS MODULES WILL BE NEEDED FOR THIS PROJECT. THEY WILL BE INSTALLED AT THE INTERSECTIONS OF GILES ROAD WITH 99TH STREET/VAL VERDE DRIVE AND AT 96TH STREET.
 - ALL STREET NAME SIGNS SHALL HAVE THE CITY OF LA VISTA LOGO PLACED ON THE LEFT SIDE.

SHEET QUANTITIES			
QNTY	UNIT	ITEM	REMARKS
1	EA	FURNISH & INSTALL MAST ARMS SIGNAL POLE, TYPE MP-45	MTG. HT. 40'
1	EA	FURNISH & INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-35-12-40	MTG. HT. 40'
1	EA	FURNISH & INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-40-12-40	MTG. HT. 40'
1	EA	FURNISH & INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-45-12-40	MTG. HT. 40'
6	EA	FURNISH & INSTALL TRAFFIC SIGNAL, TYPE TS-1	W/T31 FACE, VISORS, BACKPLATE & MA-5 MTG.
4	EA	FURNISH & INSTALL TRAFFIC SIGNAL, TYPE TS-1A	W/T31 FACE & B-4 ALT. MTG.
4	EA	FURNISH & INSTALL TRAFFIC SIGNAL, TYPE TS-1LFF	W/T43F FACE, VISORS, BACKPLATE & MA-5 MTG.
8	EA	FURNISH & INSTALL PEDESTRIAN SIGNAL, TYPE PS-1	W/T-24 FACE & B-4 ALT. MTG.
8	EA	FURNISH & INSTALL APS PEDESTRIAN PUSH BUTTON	SEE SPECIAL PROVISIONS
4	EA	FURNISH & INSTALL PEDESTAL POLE, TYPE PP-4	SEE SPECIAL PROVISIONS
4	EA	FURNISH & INSTALL PEDESTAL POLE, TYPE PP-10	SEE SPECIAL PROVISIONS
1	EA	INSTALL TRAFFIC SIGNAL CONTROLLER, TYPE M-60 WITH TRAFFIC SIGNAL CABINET 332L	SEE SPECIAL PROVISIONS
2	EA	FURNISH & INSTALL GPS MODULE	SEE SPECIAL PROVISIONS
2	EA	FURNISH & INSTALL VIBRATION MITIGATION DEVICE	SEE SPECIAL PROVISIONS
4	EA	FURNISH & INSTALL PULL BOX, TYPE PB-6	
1	EA	FURNISH & INSTALL PULL BOX, TYPE PB-8	
3	EA	INSTALL LED STREET LIGHT LIMINAIRE	OPPD TO PROVIDE - SEE SPECIAL PROVISIONS
365	LF	FURNISH & INSTALL 2" PVC CONDUIT, TRENCHED	
910	LF	FURNISH & INSTALL 3" PVC CONDUIT, BORED	
530	LF	FURNISH & INSTALL 16/C No. 14 AWG TRAFFIC SIGNAL CABLE	IMS 20-1
540	LF	FURNISH & INSTALL 7/C No. 14 AWG TRAFFIC SIGNAL CABLE	IMS 20-1
305	LF	FURNISH & INSTALL 3/C No. 6 AWG STREET LIGHTING CABLE	
1075	LF	FURNISH & INSTALL 2/C No. 16 PEDESTRIAN PUSH BUTTON LEAD-IN CABLE	IMS 20-1
795	LF	FURNISH & INSTALL GROUNDING CONDUCTOR	1/C #8 BARE COPPER
60	LF	FURNISH & INSTALL SERVICE CABLE	
660	LF	FURNISH & INSTALL SERVICE ENTRANCE CABLE	
1	EA	FURNISH & INSTALL SERVICE DISCONNECT PEDESTAL	
1	EA	INSTALL CONCRETE PAD	
4	EA	FURNISH & INSTALL 18" STREET NAME SIGN	
4	EA	FURNISH & INSTALL OVERHEAD SIGNS	
1	EA	FURNISH & INSTALL RADAR VEHICLE DETECTION SYSTEM - 4 APPROACH	SEE SPECIAL PROVISIONS

99TH AND GILES ROAD SIGNAL
TRAFFIC SIGNAL

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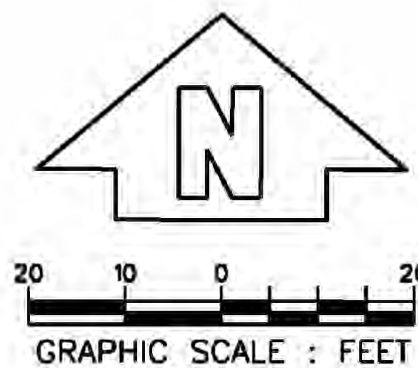
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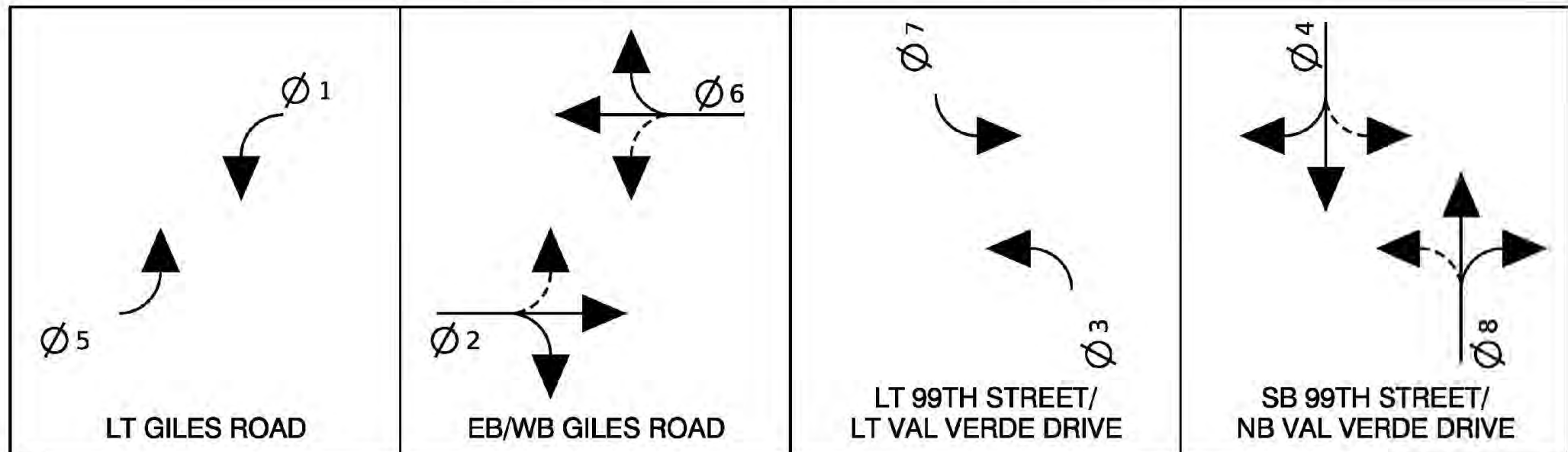
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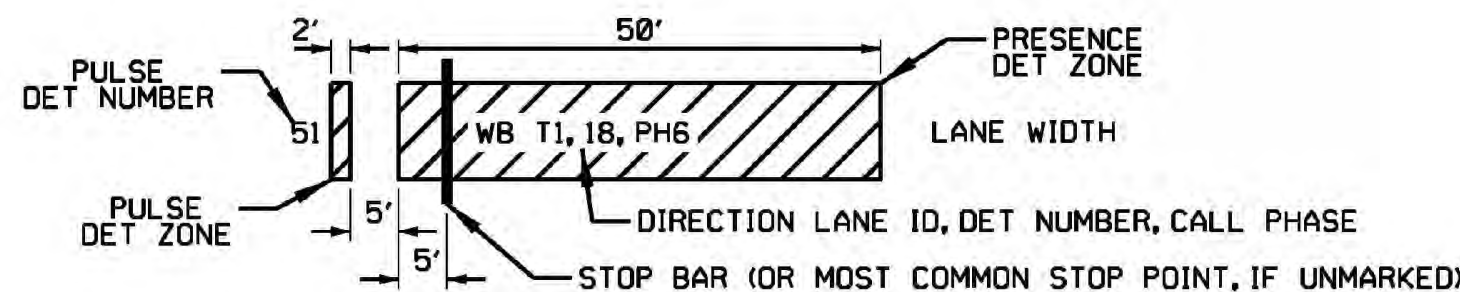
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TRAFFIC SIGNAL PHASING



DETECTION LEGEND



INTERSECTION NOTES

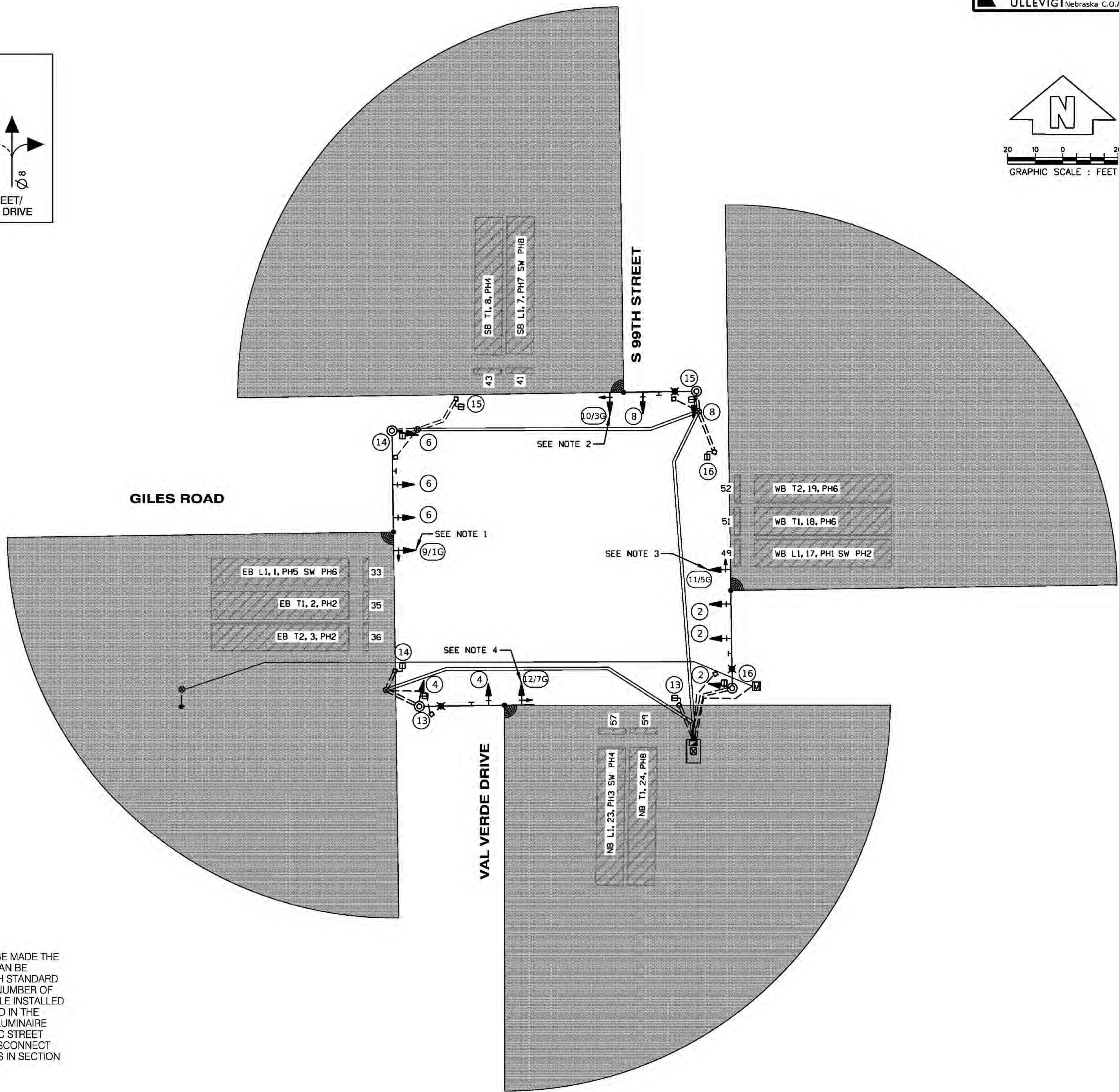
1. OVERLAP 1, TYPE FYA. INCLUDE PHASE 2, MODIFIED BY PHASE 1.
2. OVERLAP 3, TYPE FYA. INCLUDE PHASE 4, MODIFIED BY PHASE 3.
3. OVERLAP 5, TYPE FYA. INCLUDE PHASE 6, MODIFIED BY PHASE 5.
4. OVERLAP 7, TYPE FYA. INCLUDE PHASE 8, MODIFIED BY PHASE 7.

LEGEND

*** OUTPUT CHANNEL

NO SPLICES

WHERE NEW WIRE IS USED ON A SIGNAL PROJECT, SPLICES SHALL NOT BE ALLOWED. IF A SPLICE IS TO BE MADE THE CONTRACTOR SHALL NOTIFY THE ENGINEER BEFORE THE SPLICE IS MADE TO DETERMINE IF THE WIRE CAN BE INSTALLED WITHOUT SPLICING. ALL WIRING OF TRAFFIC SIGNAL CABLES SHALL BE IN ACCORDANCE WITH STANDARD PLATE 904-02. THE ONLY EXCEPTION IS ANY OVERHEAD-MOUNTED SIGNAL HEAD (REGARDLESS OF THE NUMBER OF SECTIONS) INSTALLED OVER AND FACING A LEFT TURN LANE SHALL HAVE A SEVEN (7) CONDUCTOR CABLE INSTALLED FROM THE HEAD ASSEMBLY TO THE SIGNAL POLE BASE, WITH AN EXTRA FOUR (4) FEET OF CABLE COILED IN THE SIGNAL BASE. PROVIDE AND INSTALL CONDUCTORS IN THE COMBINATION MAST ARM POLE AND IN THE LUMINAIRE ARM, AND CONNECT THE LUMINAIRE HEAD. CONNECT THE CONDUCTORS IN THE POLE SHAFT TO THE 3/C STREET LIGHTING CABLE AS INDICATED IN THE CONTRACT DOCUMENTS. TERMINATE THE 3/C AT THE SERVICE DISCONNECT PEDESTAL. ALL SPLICES SHALL MEET THE SPECIFICATION FOR GENREAL CONSTRUCTION REQUIREMENTS IN SECTION 904.03 OF THE CITY OF OMAHA STANDARD SPECIFICATIONS.



GILES ROAD

FELSBURG
HOLT &
ULLEVIG

14606 Branch St., Ste 400
Omaha, NE 68154
Office: 402-445-4405
Nebraska C.O.A. #CA-2681

12

Project Number

20241203

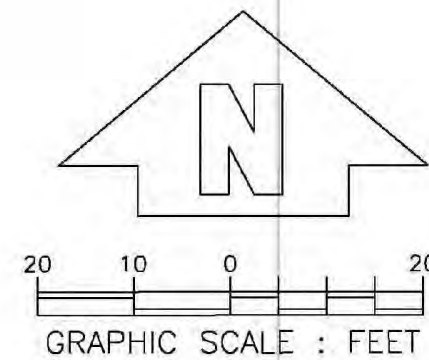
99TH & GILES ROAD
CURB RAMPS AND
SIGNAL DESIGN

LEGEND

--- LIMITS OF
CONSTRUCTION

TYPE II
EROSION CONTROL
W/ SEEDING TYPE A

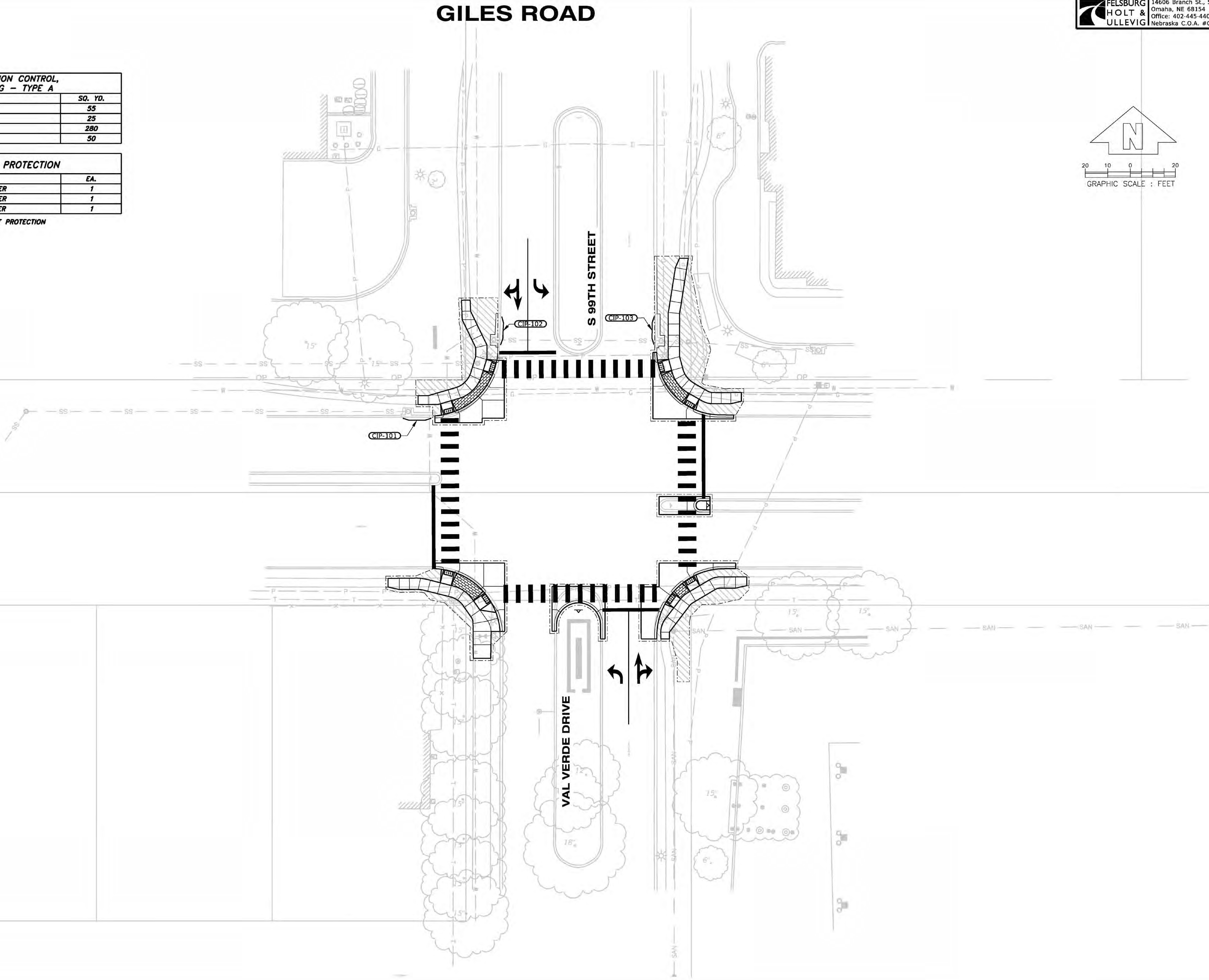
WETLANDS
- DO NOT
DISTURB -



INSTALL ROLLED EROSION CONTROL, TYPE II WITH SEEDING - TYPE A	
LOCATION	SQ. YD.
NORTHWEST CORNER	55
SOUTHWEST CORNER	25
SOUTHEAST CORNER	280
NORTHEAST CORNER	50

INSTALL CURB INLET PROTECTION		
ID	LOCATION	EA.
CIP-101	NORTHWEST CORNER	1
CIP-102	NORTHWEST CORNER	1
CIP-103	NORTHEAST CORNER	1

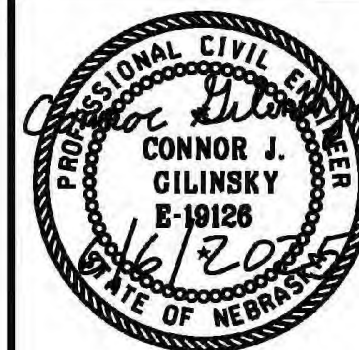
*INLET LUGOUT FILTERS INCIDENTAL TO INLET PROTECTION



EROSION & SEDIMENT CONTROL

FELSBURG
HOLT &
ULLEVIG


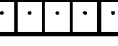
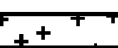
Roadway
Design
Division



Project Number
20241203

99TH & GILES ROAD
CURB RAMPS AND
SIGNAL DESIGN

LEGEND

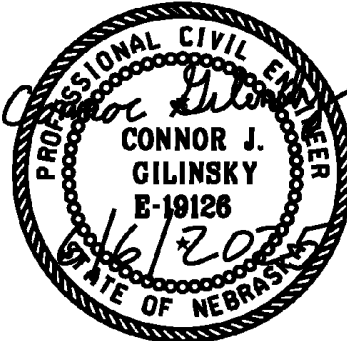
- NEW
RIGHT-OF-WAY
- PERMANENT
EASEMENT
- TEMPORARY
EASEMENT

TRACT	OWNER	ADDRESS	LEGAL DESCRIPTION	ACQUISITION (SQ. FT.)	PERM. EASEMENT (SQ. FT.)	TEMP. EASEMENT (SQ FT.)	RIGHT OF ENTRY
1	CENTRIS FEDERAL CREDIT UNION	13120 PIERCE STREET, OMAHA, NE 68144	MAYFAIR 2ND ADDITION, LOT 118	175			
2	GILES INVESTORS LLC	9806 SEWARD STREET, OMAHA, NE 68114	MAYFAIR 2ND ADDITION REPLAT ONE, LOT 1			375	
3	CAMILLE CANTU	10206 CASPIAN DRIVE, PAPILLION NE 68046	VAL VERDE, LOT 36	50			
4	GIRI LLC	9901 S 100TH STREET, LA VISTA, NE 68128	VAL VERDE, LOT 250				

RIGHT-OF-WAY



Roadway
Design
Division



GILES ROAD

FELSBURG
HOLT &
ULLEVIG 14606 Branch St., Ste 400
Omaha, NE 68154
Office: 402-445-4405
Nebraska C.O.A. #CA-2681

14

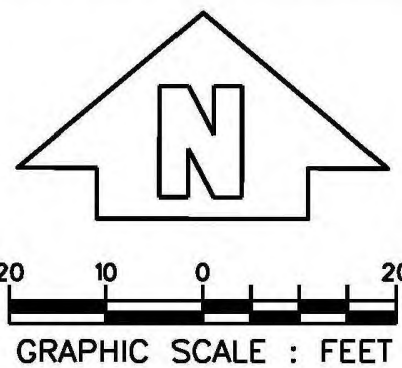
Project Number

20241203

99TH & GILES ROAD
CURB RAMP AND
SIGNAL DESIGN

LEGEND

- NEW RIGHT-OF-WAY
- PERMANENT EASEMENT
- TEMPORARY EASEMENT



MAYFAIR 2ND ADDITION

MAYFAIR 2ND ADDITION
REPLPAT 1

LOT 118

LOT 1

LOT 36

LOT 250

VAL VERDE

VAL VERDE

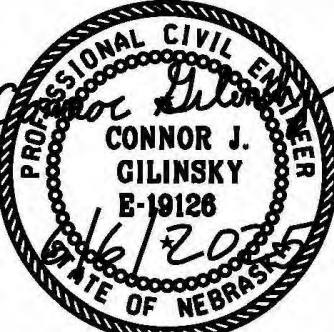
RIGHT OF WAY OWNERSHIP

TRACT NO.	OWNER	OWNER ADDRESS	SITE ADDRESS	R.O.W. ACQUISITION (SQ.FT.)	PERM. EASEMENT (SQ.FT.)	TEMP. EASEMENT (SQ.FT.)
①	CENTRIS FEDERAL CREDIT UNION	13120 PIERCE STREET OMAHA, NE 68144	8250 S 99TH STREET LA VISTA, NE 68128	175	-	-
②	GILES INVESTORS LLC	9806 SEWARD STREET OMAHA, NE 68114	9848 GILES ROAD LA VISTA, NE 68128	-	-	375
③	CAMILLE CANTU	10206 CASPIAN DRIVE PAPILLION, NE 68046	9902 S 100TH STREET LA VISTA, NE 68128	50	-	-
④	GIRI LLC	9901 S 100TH STREET LA VISTA, NE 68128	9849 GILES ROAD LA VISTA, NE 68128	-	-	-

RIGHT-OF-WAY

FELSBURG
HOLT &
ULLEVIG

Roadway
Design
Division



**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 17, 2025 AGENDA**

Subject:	Type:	Submitted By:
AWARD CONTRACT – EMERGENCY POLICE STATION ROOF REPLACEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CODY MEYER BUILDING SUPERINTENDENT

SYNOPSIS

A resolution has been prepared to award a contract to J-Tech Construction, Lincoln, Nebraska for the replacement of the asphalt roof at the Police Department in an amount not to exceed \$131,372.

FISCAL IMPACT

The FY25/FY26 Biennial Budget includes funding for the proposed project.

RECOMMENDATION

Approval.

BACKGROUND

The current asphalt roof has reached the end of its useful life. The roof has multiple areas of shingle blow off and damage due to weather and age. There are multiple leaks that have been patched over time.

Three (3) bids were received:

J-Tech Construction \$131,372.00

Elevate Roofing \$130,864.00

Weatherguard, Inc \$111,595.00

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO J-TECH CONSTRUCTION, LINCOLN, NEBRASKA, FOR THE REPLACEMENT OF THE ASPHALT ROOF AT THE POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$131,372.00.

WHEREAS, the City Council of the City of La Vista has determined that the replacement of the asphalt roof at the Police Department is necessary; and

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

WHEREAS, bids were solicited; and

WHEREAS Subsection (C) (8) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secures City Council approval in accordance with the Purchasing Policy approved by City Council;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award the contract to J-Tech Construction, Lincoln, Nebraska for the replacement of the asphalt roof at the Police Department in an amount not to exceed \$131,372.00.

PASSED AND APPROVED THIS 17TH DAY OF JUNE 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

12/13/2024



J-Tech Construction
J-Tech Construction
6200 Havelock Avenue
Lincoln, NE 68507
402-261-3682
Phone: 402-261-3682

Company Representative
Dave Dickerson
Phone: (402) 612-8891
dave@jtechconst.com

This Estimate is to completely tear off and replace Asphalt roofing system. The roof size is 213 Sq. with waste included.

Replace:

Underlayment, Ice & Water Shield, Starter Shingle, Shingles, Hip & Ridge, Ridge Venting, Valley Metal Flashing, Any Pipe Vents Flashing, Drip Edge, Gutter Apron, Step Flashing, and Any Headwall Flashing needed.

Exclusions:

Flat Roof Membrane System or any parts involved will remain, Any Parapet Wall Capping will remain, Custom Gutter System will remain, Sheeting or Decking.

If Sheeting/Decking needs to be replaced, a change order for \$75/Sheet or \$225/Sq. will need to be submitted

This quote is subject to material availability. Proposal pricing is guaranteed for 30 days.

Permits not included in base bid. If required, J-Tech Construction can furnish permits as an add to the base bid on an at cost basis.


La Vista Police Department (Cody Meyer)
City of La Vista
7701 South 96th Street
La Vista, NE 68128
(402) 380-0571

Job: La Vista Police Department (Cody Meyer)

Roofing-Asphalt Section

	Qty	Unit	Price
ATLAS PINNACLE PRISTINE SG	213.00	SQ	--
ATLAS PRO-CUT H&R	17.00	BD	--
TOP SHIELD STARTER STRIP PLUS	8.00	BD	--
TOP SHIELD ICE & WATER DEFENDER UNBOXED	22.00	RL	--
TOP SHIELD SG 30 SYNTHETIC BLUE	10.00	RL	--
TOP SHIELD EG COIL ROOFING NAILS 1-1/4" 7200/BX	14.00	BX	--
TOP SHIELD LOR-30 LO-OMNIROLL RIDGE VENT	16.00	RL	--
PLASTIC CAP NAIL 1" 2000/BX	8.00	BX	--
PHILLIPS GUTTER APRON WHITE 2"	72.00	PC	--
PHILLIPS D-STYLE DRIP EDGE WHITE	25.00	EA	--
PHILLIPS W-VALLEY BRONZE 24" X 10' 28GA	30.00	PC	--
PHILLIPS GALV PB STEP FLASHING BRONZE	7.00	EA	--
PHILLIPS WALL/DORMER FLASHING BRONZE	12.00	PC	--
TOP SHIELD ELASTOMERIC SEALANT CLEAR	24.00	EA	--
TOP SHIELD ROOF ACCESSORY PAINT WW	4.00	EA	--

\$111,372.00

Finance as much as \$100,000 • Starting at \$1,025/month with  • APPLY

TERMS AND CONDITIONS

Acceptance of proposal: You have read and reviewed this proposal, the terms and conditions, and Notice of Cancellation. The above price, specifications, and conditions are satisfactory and hereby accepted. All measurements, areas, calculations, and/or computations are estimated and the job will be completed based upon the scope as outlined in the Agreement. Contractor is authorized to complete work as specified.

This bid proposal is subject to withdrawal at anytime prior to J-Tech Construction, LLC (the "Contractor") management approval and expires in 5 days from issuance. You ("Owner") agree to pay contractor for all additions, deviations, or alterations at contractor's normal selling price. The Contractor shall not be liable for any damage by Acts of God, defects resulting from work done by others, or causes beyond control of the Contractor. Owner agrees to be responsible for fire, wind, and all necessary insurance. If initial payment is made by credit card, Owner authorizes Contractor to process the same credit card in the amount of the final payment upon completion of the project. All of the prices quoted are based on cash payments. Payment by Credit Card may be subject to a service charge of three percent (3%) of the amount of transaction. Unless otherwise agreed to in writing by Contractor, 50% of the total price is due upon the Owner's execution of this agreement, with the remaining amount due upon the completion of each trade (ie windows, doors, roof, siding). Owner agrees they will not hold back more than 5% of the final payment after substantial completion of the work with only work related to a "punch list" or minor repairs remaining. Any requests from Owner to change the work under this Agreement must be in writing.

BUYER'S RIGHT TO CANCEL: You may cancel this agreement by mailing a written notice to J-Tech Construction, 6200 Havelock Avenue, Lincoln, NE 68507 before midnight of the third business day after you signed this agreement (see attached Notice of Cancellation). If you wish, you may use this page as that notice by writing "I hereby cancel" and adding your name and address. Contractor has the right to reject any bid proposal and contract. Bid proposals and contracts signed by an agent of the Contractor must first be reviewed by Contractor's internal review process before Contractor's acceptance. If Owner cancels this contract subsequent to the third business day, the Owner will be responsible for the full contract price if Contractor has performed any work or

purchased any materials or 20% of the contract price if no work has begun.

Good Faith: Any controversy, claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled, if possible, through good faith negotiation between the Parties. Such good faith negotiation shall commence promptly upon a Party's receipt of notice of any claim or dispute from the other Party and continue for a period of at least 10 days. Claims, disputes or other matters in controversy arising out of or related to this Agreement shall be subject to mediation at the election of the Contractor. Should Contractor elect mediation, completion of mediation shall be a condition precedent to Owner's right to litigation. The mediation shall be administered in accordance with the American Arbitration Association's Construction Industry Mediation Procedures. The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Mediation shall take place in Lancaster County, NE.

Indemnity: To the fullest extent permitted by law the Owner shall indemnify and hold harmless the Contractor and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, existing conditions of the subject premises, exposure and/or transmission of Covid-19, and the acts and/or inaction of the Owner, its agents, and guests, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property.

Insurance: If the work under this Contract will be paid by an insurance company, the Owner agrees to name the Contractor as a co-payee for the payment of benefits under the property and casualty insurance policy claim covering the Owner's residential real estate that is subject of this Contract. The Insured authorizes the insurance company to disclose all information related to the relevant claim. Further, the Contractor may supplement the insurance company for all necessary costs in addition to the original estimate. Contractor is entitled to all payments made by insurance for the work performed by the Contractor, including "overhead and profit". The Contractor will only be performing the scope of work in this agreement. Some work included in the insurance estimate may be declined. The Contractor has made no assurances that any of the claimed loss will be covered by an insurance contract. Owner is responsible for all amounts consisting of the deductible and non-recoverable depreciation.

Saveability & Governing law: If any provision of this Contract, or any application thereof, should be construed or held to be void, invalid or unenforceable, by order, decree or judgment of a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected thereby but shall remain in full force and effect. This Contract and the legal relationship between the parties hereto shall be governed by and construed in accordance with the substantive laws of the state of Nebraska.

Limitation of liability: Contractor shall not have any liability under this Agreement, for: (a) any punitive or exemplary damages, or (b) any special, consequential, incidental or indirect damages, including lost profits, lost data, lost revenues and loss of business opportunity, whether or not the Contractor was aware or should have been aware of the possibility of these damages. Owner's sole remedy for any breach or an allegation of inadequate services shall be limited to the Contractor's correction of the work to a workmanlike manner at no additional charge to the Owner. Contractor may cease work if Owner fails to cooperate fully with Contractor, including but not limited to, access to the property and use of electricity, or if Owner breaches this Agreement or Contractor has reason to believe the Owner will breach this Agreement, including an inability to satisfy the outstanding invoice balance. In the event Contractor ceases work, Owner will be responsible for the full contract price if Contractor has performed any work or purchased any materials or 20% of the contract price if no work has begun. In no event shall the Contractor or Klauer Manufacturing be liable for any special, incidental, or consequential damages resulting from breach of any express, written, oral, or implied warranty of any products or services. Contractor cannot prevent Owner from becoming exposed to or contracting the novel Covid-19 virus.

Owner hereby agrees to release and hold harmless the Contractor from any and all liability arising out of an exposure, infection, and/or spread of Covid-19 related to utilizing the Contractor's services.

Preexisting Conditions: Contractor has priced this job accurately and to the best of its ability. However, the nature of construction does sometimes reveal preexisting conditions after the work has begun.

Owner indemnifies and hold harmless Contractor for any existing conditions. Owner shall be responsible for all increased costs due to preexisting conditions at the Contractor's standard rates. If Owner refuses to allow Contractor to remedy the preexisting conditions, the Owner agrees to pay the Contractor within five days for materials, services, and expenses the Contractor incurred due to this Contract and to terminate the remaining services of this contract. For owners with homes built before 1978, Owner acknowledges receipt of EPA "Renovate Right" booklet.

General Disruption: Some dust, noise, and general disruption will occur during the project. Owner shall relocate any items that could be damaged in work areas including any delicate plants, flowers, cars, furniture, vehicles, and shrubs. Owner must remove any hanging items from their interior walls as well, vibrations could potentially jolt them loose. Owner must leave ample room for the Contractor to access the work area. Owner shall notify any alarm company and cable provider of the work to be performed by the Contractor and is responsible for the disconnection and reconnection of the systems including, but not limited to, alarm devices and satellites. Contractor shall not be responsible for damage to items not relocated prior to the beginning of the project.

Past Due Balances: Owner will receive an invoice for the remaining amount upon completion of the work. If invoices are not paid in full within thirty (30) days of the billing date, Owner will be charged interest on the unpaid amount pursuant to Nebraska law at a rate of 16 percent (16%) per annum. All payments will be applied first to any interest balance, then to the outstanding balance. In the event a collection agency is retained to collect the outstanding balance, the Owner agrees to pay all costs of collection, including attorney fees. Owner will incur a \$35.00 fee for any returned checks. Owner will be responsible for transaction, processing, penalty, merchant, and all other fees for any cancelled payment.

Metal Roofing: In general, oil canning is an aesthetic condition with no effect on the structural integrity of the deck. Since many uncontrollable factors can lead to oil canning, Contractor assumes no responsibility for the cost of actions taken in response to an oil canning condition. Oil Canning is not grounds for panel rejection.

Availability: Contractor will advise you of the expected arrival time when the installation is scheduled. This time is subject to change. There are times the Contractor must work as long as daylight permits.

Please discuss this with your consultant if there are any issues to work around. Owner shall be available to sign a certificate of completion upon completion of the work. Owner shall notify the Contractor at the time of completion of the work in writing if there are any defects or requests for modification. If the Owner fails to notify the Contractor within 48 hours of completion of any defects or requests, the Owner accepts the work as fully completed. Contractor disclaims any liability for any manufacturing defect of a product installed by the Contractor. Owner's sole recourse is with the manufacturer. Contractor further disclaims liability for any defects or damage resulting from acts outside of its control. Contractor disclaims all warranties not contained in its warranty agreement document issued to Owner upon final payment. Due to the uncertain availability of materials, Contractor has a right to withdraw from this contract if products are not reasonably available during the scheduled installation or have had a significant price increase. A significant price increase is a price increase of over 10% from the date of the signed contract to the date of the attempted installation. The price will be determined using a local supplier. Contractor has the right to substitute materials of like kind and quality due to availability.

Pets: Contractor is aware how important pets are to any family. If Owner has pets, Owner is responsible to take the necessary precautions to ensure the pet's safety, as well as the Contractor. Contractor will always its best to keep your pets safe, however it is not responsible for their safe keeping.

Disclaimers:

IT IS A VIOLATION OF THE INSURANCE LAWS OF NEBRASKA TO REBATE ANY PORTION OF AN INSURANCE DEDUCTIBLE AS AN INDUCEMENT TO THE INSURED TO ACCEPT A RESIDENTIAL CONTRACTOR'S PROPOSAL TO REPAIR DAMAGED PROPERTY. REBATE OF A DEDUCTIBLE INCLUDES

GRANTING ANY ALLOWANCE OR OFFERING ANY DISCOUNT AGAINST THE FEES TO BE CHARGED FOR WORK TO BE PERFORMED OR PAYING THE INSURED HOMEOWNER THE DEDUCTIBLE AMOUNT SET FORTH IN THE INSURANCE POLICY.

THE INSURED HOMEOWNER IS PERSONALLY RESPONSIBLE FOR PAYMENT OF THE DEDUCTIBLE. THE INSURANCE FRAUD ACT AND NEBRASKA CRIMINAL STATUTES PROHIBIT THE INSURED HOMEOWNER FROM ACCEPTING FROM A RESIDENTIAL CONTRACTOR A REBATE OF THE DEDUCTIBLE OR OTHERWISE ACCEPTING ANY ALLOWANCE OR DISCOUNT FROM THE RESIDENTIAL CONTRACTOR TO COVER THE COST OF THE DEDUCTIBLE. VIOLATIONS MAY BE PUNISHABLE BY CIVIL OR CRIMINAL PENALTIES.

Notice of Cancellation

Date of Transaction _____

Date of Notice _____

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, You shall not be liable for any amount, including any finance charge. Within 20 calendar days after receipt of a notice of rescission, the Seller shall return any money or property that has been given to anyone in connection with the transaction and shall take any action necessary to reflect the termination of the security interest.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to J-Tech Construction, at 6200 Havelock Avenue, Lincoln, NE 68507 NOT LATER THAN MIDNIGHT OF three business days from the above date.

I HEREBY CANCEL THIS TRANSACTION.

Date _____

(Buyer's signature)

Notice of Cancellation

Date of Transaction _____

Date of Notice _____

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I HEREBY CANCEL THIS TRANSACTION.

Date _____

(Buyer's signature)

Company Authorized Signature

Date

Customer Signature

Date

Customer Signature

Date