

**LA VISTA CITY COUNCIL MEETING AGENDA**  
**September 6, 2022**  
**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**
- **Service Award: Josh McNeil – 10 Years**
- **Appointment – Board of Adjustment Alternate – Kevin Ruppert – Fill Vacancy**

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

**A. CONSENT AGENDA**

1. **Approval of the Agenda as Presented**
2. **Approval of the Minutes of the August 16, 2022 City Council Meeting**
3. **Request for Payment – RDG Planning & Design – Professional Services – Memorial Plaza Project – \$3,521.00**
4. **Request for Payment – RDG Planning & Design – Professional Services – Placemaking Phase 1 – \$35,404.00**
5. **Request for Payment – Brian Smiles – Professional Services – Storm Water Public Education & Outreach – \$600.00**
6. **Request for Payment – DLR Group – Professional Services – La Vista City Centre Parking Structure 2 – \$14,579.21**
7. **Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Central Park Improvements – \$8,010.05**
8. **Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Central Park Improvements – \$3,524.07**
9. **Request for Payment – Felsburg, Holt & Ullevig – Professional Services – Giles Road Widening – \$77,886.88**
10. **Request for Payment – League of Nebraska Municipalities – Membership Dues – \$50,299.00**
11. **Request for Payment – Sampson Construction – Construction Services – Offstreet Parking District No. 2, Structure No. 2 – \$481,500.00**
12. **Request for Payment – HDR Engineering – Professional Services – Project Management for Public Improvements – \$1,710.83**
13. **Request for Payment – City Centre Music Venue, LLC & Astro Theater, LLC – Disbursement of EDP Award Funds – \$570,800.06**
14. **Approval of Claims**

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

**B. Fiscal Year 22/23 & Fiscal Year 23/24 Municipal Budgets**

- \*\*1. **Proposed Budget Amendments**
- \*\*2. **Appropriations Ordinance as amended – Final Reading**
- 3. **Increase Base of Restricted Funds Authority**
  - a. **Public Hearing**
  - b. **Resolution**
- 4. **Master Fee Ordinance**

**C. Amending the Compensation Ordinance and Setting Rates of Auto and Phone Allowance**

1. **Ordinance – Amend the Compensation Ordinance**
2. **Resolution – Setting Rates of Auto and Phone Allowance**

**D. Ordinance – Premium Pay – Full-time and Part-time Employees**

**E. Class D Liquor License Casey's Retail Company dba Casey's**

- 1. **Public Hearing**
- 2. **Resolution**

**F. Phase II Services – 84<sup>th</sup> Street Underpass (Iconic Feature)**

1. **Presentation of Conceptual Design**
2. **Resolution – Professional Services Agreement**

**G. Resolution – Professional Services Agreement – Bridge Inspections**

- H. Resolution – Interlocal Cooperation Agreements – I.T. Services & Public Safety Software**
- I. Resolution – Construction Engineering Agreement – Applewood Creek Trail**
- J. Resolution – Change Order No. 2 – Parking District No. 2, Garage No. 2**
- K. Thompson Creek Rehabilitation – Central Park East**
  - 1. Resolution – Change Order No. 2**
  - 2. Request for Payment – Heimes Corporation – Construction Services – Thompson Creek – Central Park East – \$94,783.99**
- L. Resolution – Harrison Street Right-of-Way Conveyance – SW of 144<sup>th</sup> Street & Harrison Street**
- M. Resolution – Professional Services Agreement – Terry Dr, Lillian Ave and S. 78<sup>th</sup> St Pavement Rehabilitation**
- N. Resolution – Authorize Request for Qualifications & Proposals – Sewer Rate Study**
- O. Resolution – Authorize Executive Search Firm – Finance Director**
- P. Executive Session – Personnel**
  - Comments from the Floor**
  - Comments from Mayor and Council**
  - Adjournment**

**\*\*Amended September 5, 2022 5:00 p.m.**

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

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# MINUTE RECORD

A-2

No. 729 — REDFIELD DIRECT E2106195KV

## LA VISTA CITY COUNCIL MEETING August 16, 2022

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 August 16, 2022. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Quick, Hale, and Sell. Also in attendance were, City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Chief of Police Lausten, Director of Public Works Soucie, Finance Director Miserez, Library Director Barcal, Recreation Director Stopak, City Engineer Dowse and Community Development Director Fountain.

A notice of the meeting was given in advance thereof by publication in the Papillion Times on August 3, 2022. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE AUGUST 2, 2022 BUDGET HEARING
3. APPROVAL OF THE MINUTES OF THE AUGUST 2, 2022 CITY COUNCIL MEETING
4. MONTHLY FINANCIAL REPORT – JUNE 2022
5. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL SERVICES – PLACEMAKING PHASE 1 – \$26,955.30
6. REQUEST FOR PAYMENT – SAMPSON CONSTRUCTION – CONSTRUCTION SERVICES – OFFSTREET PARKING DISTRICT NO. 2, STRUCTURE NO. 2 – \$610,355.00
7. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – CENTRAL PARK IMPROVEMENTS – \$13,328.39
8. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – CENTRAL PARK IMPROVEMENTS – \$1,186.25
9. REQUEST FOR PAYMENT – FELSBURG, HOLT & ULLEVIG – PROFESSIONAL SERVICES – GILES ROAD WIDENING – \$13,841.70
10. REQUEST FOR PAYMENT – OLSSON, INC – PROFESSIONAL SERVICES – LINK SPECIAL INSPECTIONS – \$3,870.75
11. REQUEST FOR PAYMENT – HDR ENGINEERING – PROFESSIONAL SERVICES – PROJECT MANAGEMENT FOR PUBLIC IMPROVEMENTS – \$3,592.03
12. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL SERVICES – LAND USE & MARKET ANALYSIS – \$369.25
13. REQUEST FOR PAYMENT – JE DUNN CONSTRUCTION CO – CONSTRUCTION SERVICES – CENTRAL PARK PAVILION AND SITE IMPROVEMENTS – \$746,678.00
14. RESOLUTION NO. 22-072 – APPROVE PURCHASE – ICE CONTROL SALT

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ICE CONTROL SALT FROM NEBRASKA SALT & GRAIN COMPANY, GOTHENBURG, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$25,000.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of ice control salt is necessary; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for this purchase; and

# MINUTE RECORD

August 16, 2022

No. 729 – REDFIELD DIRECT E2106195KV

WHEREAS, the ice control salt is used by Public Works for winter operations; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska authorizing the purchase of ice control salt from Nebraska Salt & Grain Company, Gothenburg, Nebraska in an amount not to exceed \$25,000.

## 15. APPROVAL OF CLAIMS

3CMA MEMBERSHIP, services	400.00
911 CUSTOM LLC, services	5,718.00
AA WHEEL & TRUCK SUPPLY, maint.	3.39
ABM INDUSTRIES INC, services	6,760.27
ACTION BATTERIES, maint.	139.00
AKRS EQUIPMENT SOLUTIONS INC, maint.	2,038.79
AMAZON, supplies	655.86
A-RELIEF, services	103.00
BACON LETTUCE CREATIVE, services	1,896.00
BEAUMONT, M.,travel	206.00
BIZCO INC, services	1,421.78
BOOKPAGE, books	648.00
BOOT BARN, apparel	150.00
BROWNELLS INC, services	430.45
CHAPMAN, YASMINE B, services	1,650.00
CINTAS CORP, services	408.78
CITY CENTRE MUSIC VENUE LLC, grant	585,451.37
CITY OF OMAHA, services	247,833.34
CITY OF PAPILLION, services	243,733.54
COMP CHOICE INC, services	509.50
COMPLETE TACTICAL CONSULTANTS, services	1,180.00
CONNER PSYCHOLOGICAL, services	770.00
CONSOLIDATED MANAGEMENT CO, services	63.30
COX COMMUNICATIONS INC, services	467.15
CROUCH RECREATION, services	3,293.00
CULLIGAN OF OMAHA, services	32.25
D & K PRODUCTS, supplies	4,774.73
DASH MEDICAL GLOVES, supplies	118.90
DATABASEUSA, services	60.00
DELL MARKETING LP, supplies	36.99
DEMCO INC, supplies	682.26
DILLON BROS HARLEY DAVIDSON, maint.	88.04
DOUGLAS COUNTY SHERIFF, services	625.00
DULTMEIER SALES LLC, maint.	133.60
EDGEWEAR SCREEN PRINTING, apparel	1,760.00
ELDON STULL, apparel	150.00
EYMAN PLUMBING INC, bld&grnds	231.00
FAC PRINT & PROMO CO, supplies	478.00
FASTENAL CO, supplies	44.35
FEDEX, services	137.54
GALLS LLC, supplies	145.18
GENUINE PARTS CO, maint.	1,243.77
GREAT PLAINS UNIFORMS, apparel	3,080.00
H & H CHEVROLET LLC, maint.	4.87
HEIMES CORP, services	65,736.95
HGM ASSOCIATES INC, services	2,022.50
INGRAM LIBRARY SERVICES, books	1,896.32
JENSEN TIRE, maint.	92.15
JOHNSTONE SUPPLY CO, bld&grnds	1,007.95
KANOPIY INC, media	180.00

# MINUTE RECORD

August 16, 2022

No. 729 — REDFIELD DIRECT E2106195KV

KEYMASTERS LOCKSMITH, services	41.00
KRIHA FLUID POWER CO, maint.	53.70
LV COMM FOUNDATION, services	550.00
LOVELAND GRASS PAD, bld&grnds	60.06
MACQUEEN EQUIPMENT LLC, services	207.00
MARIA PENA, refund	160.00
MAX I WALKER UNIFORM, services	10.90
MENARDS-RALSTON, bld&grnds	399.18
METRO AREA TRANSIT, services	907.00
MID-IOWA SOLID WASTE EQUIP, services	3,115.11
MIDWEST TAPE, media	63.97
MIDWEST TURF & IRRIGATION, maint.	52.58
MR ICE CREAM, services	2,745.00
MSC INDUSTRIAL SUPPLY, maint.	242.49
NE LAW ENFORCEMENT, services	400.00
NPZA, services	570.00
OFFICE DEPOT INC, supplies	59.98
OMAHA SLINGS INC, supplies	51.42
OMAHA WINNELSON SUPPLY, maint.	60.36
OMNI ENGINEERING, maint.	1,370.38
ONE CALL CONCEPTS, services	272.14
O'REILLY AUTO PARTS, maint.	2,429.53
PAPILLION SANITATION, services	378.33
PAYROLL MAXX, payroll & taxes	404,729.64
PER MAR SECURITY, services	183.57
PROPHOENIX CORP, services	695.00
QUALITY AUTO REPAIR, services	87.00
RALSTON AREA BASEBALL ASSOC, services	1,540.00
RAY ALLEN MANUFACTURING, supplies	38.98
READY MIXED CONCRETE CO, services	8,421.65
RED WING, apparel	150.00
REGAL AWARDS INC, services	51.84
SARPY COUNTY CHAMBER, services	1,375.00
SHI INTERNATIONAL CORP, services	4,732.58
SIGN IT, services	373.00
SITE ONE LANDSCAPE, services	8,273.13
SOUTHERN UNIFORM, apparel	1,311.11
STATE OF NE DEPT OF TRANSPORTATION, services	131,498.80
SUBURBAN NEWSPAPERS INC, services	82.99
THE FILTER SHOP INC, bld&grnds	47.52
THE SCHEMMER ASSOCIATES INC, services	855.00
THORPE'S BODY SHOP, maint.	281.05
TORNADO WASH LLC, services	245.00
TRANS UNION RISK, services	75.00
TRUCK CENTER COMPANIES, maint.	116.31
TURFWERKS, maint.	104.89
TY'S OUTDOOR POWER, maint.	1,281.11
UNITE PRIVATE NETWORKS LLC, services	4,400.00
US POST OFFICE, postage	1,699.21
US BANK NAT'L ASSOC, services	17,927.21
VAL VERDE ANIMAL HOSPITAL, services	19.80
VERIZON WIRELESS, phones	18.02
VIERREGGER ELECTRIC CO, services	2,300.00
VOIANCE LANGUAGE, services	25.00
WESTLAKE HARDWARE, bld&grnds	1,257.02

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

# MINUTE RECORD

August 16, 2022

No. 728 – REDFIELD DIRECT E2106195KV

## **REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS**

City Administrator Gunn reported that she will be scheduling a hard hat tour of the City Centre area for the Mayor and City Council in September 2022.

Library Director Barcal reported on the library being a recipient of a desk specially equipped for the blind and that there will be a telescope available for checkout.

Community Development Director Fountain gave the 2022 Mid-Year Community Development report.

Recreation Director Stopak gave updates on programming, budget items and the closing of the swimming pool.

## **MIKE CRAWFORD LEGACY FUND ANNOUNCEMENT – LA VISTA COMMUNITY FOUNDATION**

Mayor Kindig and City Council presented Mike Crawford with a rendering of a planned reflection plaza on the City Hall Campus. The La Vista Community Foundation Director announced the Mike Crawford Legacy Fund to help fund the reflection plaza and a donation of \$20,000 toward the fund. On behalf of Mike Crawford, Mayor Kindig and the City Council donated \$1,000 to the Mike Crawford Legacy Fund.

## **GROW SARPY – SECOND QUARTER REPORT**

Andrew Rainbolt with Grow Sarpy presented the second quarter report.

## **B. FISCAL YEAR 22/23 AND FISCAL YEAR 23/24 MUNICIPAL BUDGETS**

At 6:30 p.m. Councilmember Quick made a motion to go into executive session for protection of the public interest for negotiating guidance regarding contract negotiations. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Frey. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 6:39 p.m. the Council came out of executive session. Councilmember Hale made a motion to reconvene in open and public session. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Frey. Motion carried.

### **1. APPROPRIATIONS ORDINANCE – SECOND READING**

City Clerk Buethe read Ordinance No. 1455 entitled: AN ORDINANCE TO APPROPRIATE THE SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL OF THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2022 AND ENDING ON SEPTEMBER 30, 2023; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2023 AND ENDING ON SEPTEMBER 30, 2024 SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT TO BE APPROPRIATED FOR EACH OBJECT OR PURPOSE; SPECIFYING THE AMOUNT TO BE RAISED BY TAX LEVY; PROVIDING FOR THE FILING AND CERTIFICATION OF THE BUDGET AND TAX LEVY HEREIN SENT TO THE STATE AUDITOR AND COUNTY CLERK OF SARPY COUNTY; AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

Councilmember Sell made a motion to approve Ordinance No. 1455 on its second reading and pass it on to a third and final reading. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Frey. Motion carried.

## **C. RESOLUTION – APPROVE AGREEMENT – NEBRASKA DEPARTMENT OF TRANSPORTATION – 84<sup>TH</sup> STREET, GILES TO HARRISON**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 22-073 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN AGREEMENT WITH NEBRASKA

# MINUTE RECORD

August 16, 2022

No. 729 — REDFIELD DIRECT E2106195KV

DEPARTMENT OF TRANSPORTATION (NDOT) FOR CONSTRUCTION OF A TRAIL SYSTEM ON BOTH SIDES OF 84<sup>TH</sup> STREET FROM GILES ROAD TO HARRISON STREET.

WHEREAS, City of La Vista is proposing a transportation project for which it would like to obtain Federal funds; and

WHEREAS, City of La Vista understands that it must strictly follow all Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

WHEREAS, City of La Vista and Nebraska Department of Transportation (NDOT) wish to enter into a new Project Program Agreement setting out the various duties and funding responsibilities for the Federal-aid project; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of La Vista, Nebraska that: Douglas Kindig, Mayor of the City of La Vista, is hereby authorized to sign the Program Agreement between the City of La Vista and the NDOT. The City of La Vista is committed to providing local funds for the project as required by the Project Program Agreement.

NDOT Project Number: DPS-77(67)

NDOT Control Number: 22885

NDOT Project Name: 84<sup>th</sup> St Trail, Giles to Harrison, La Vista

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

## D. RESOLUTION – AUTHORIZE PURCHASE – PLAYGROUND EQUIPMENT

Councilmember Sell introduced and moved for the adoption of Resolution No. 22-074 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR JAYCEE PARK FROM CREATIVE SITES LLC, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$96,503.65.

WHEREAS, the City Council of the City of La Vista has determined that the purchase and installation of playground equipment is necessary; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase and installation of playground equipment at Jaycee Park in an amount not to exceed \$96,503.65.

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

## E. RESOLUTION – DECLARE EQUIPMENT SURPLUS

Councilmember Frederick introduced and moved for the adoption of Resolution No. 22-075 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA DECLARING PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE.

WHEREAS, City Staff has recognized 21 pieces of equipment located at the Public Works Facility to be surplused; and

# MINUTE RECORD

August 16, 2022

No. 729 — REDFIELD DIRECT E2106195KV

WHEREAS, the City Administrator and Director of Public Works recommend that the above-mentioned items be declared surplus and sold;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council that 21 pieces of equipment located at the Public Works Facility be declared surplus property and sold.

AND BE IT FURTHER RESOLVED that the General fund will receive the revenue from the sale.

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

## **F. RESOLUTION – APPROVE AGREEMENT – ADA SURVEY – CITY FACILITIES AND PARKS**

Councilmember Sell introduced and moved for the adoption of Resolution No. 22-076 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH RAMP-UP DISABILITY CONSULTING, COLUMBIA MISSOURI, TO CONDUCT AN ADA SURVEY OF CITY FACILITIES AND PARKS FOR COMPLIANCE WITH 2010 ADA REGULATIONS IN AN AMOUNT NOT TO EXCEED \$18,200.00

WHEREAS, the Mayor and City Council have determined that a survey of city facilities and parks for ADA compliance is necessary; and

WHEREAS, it is determined that Ramp-Up Disability Consulting is the sole provider of this service in the Midwest; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed service;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that an agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with Ramp-Up Disability Consulting, Columbia Missouri, to conduct an ADA survey of city facilities and parks for compliance with 2010 ADA regulations in an amount not to exceed \$18,200.00

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

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

## **COMMENTS FROM THE FLOOR**

There were no comments from the floor.

## **G. EXECUTIVE SESSION – PERSONNEL**

At 6:56 p.m. Councilmember Quick made a motion to go into executive session for protection of an individual to discuss personnel matters. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Frey. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 8:09 p.m. the Council came out of executive session. Councilmember Quick made a motion to reconvene in open and public session. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Frey. Motion carried.

# MINUTE RECORD

August 16, 2022

No. 729 — REDFIELD DIRECT E2106195KV

## COMMENTS FROM MAYOR AND COUNCIL

There were no comments from Mayor and Council.

At 8:09 p.m. Councilmember Quick made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Frey. Motion carried.

PASSED AND APPROVED THIS 6TH DAY OF SEPTEMBER 2022.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, MMC  
City Clerk



**Remit To:**  
**RDG Planning & Design**  
**301 Grand Avenue**  
**Des Moines, Iowa 50309**

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

July 31, 2022  
 Project No: R3001.477.00  
 Invoice No: 51497

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

**Professional Services through July 31, 2022**

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Landscape Architect	6.50	185.00	1,202.50
Landscape Architect	8.00	130.00	1,040.00
Intern Landscape Architect	12.75	100.00	1,275.00
<b>Totals</b>	<b>27.25</b>		<b>3,517.50</b>
<b>Total Labor</b>			<b>3,517.50</b>

**Reimbursable Expenses**

Printing	3.50
<b>Total Reimbursables</b>	<b>3.50</b>
<b>Total this Invoice</b>	<b>\$3,521.00</b>

Memorial Plaza Project

01.11.0505  
 R. Ramirez  
 8-19-22



Project	R3001.477.00	LaVista, City of - On Call Services	Invoice	51497
<b>Billing Backup</b>			Tuesday, August 9, 2022	
RDG Planning & Design, Inc.		Invoice 51497 Dated 7/31/2022		11:37:37 AM

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

**Professional Personnel**

		Hours	Rate	Amount
Landscape Architect				
Landscape Architect	7/7/2022	1.00	185.00	185.00
Veterans Memorial Plaza Concept Development				
Landscape Architect	7/12/2022	1.00	185.00	185.00
Landscape Architect	7/13/2022	4.00	185.00	740.00
Veterans Memorial Plaza Concept Development				
Landscape Architect	7/14/2022	.50	185.00	92.50
Landscape Architect				
Landscape Architect	6/21/2022	1.00	130.00	130.00
Veterans Memorial Prep				
Landscape Architect	7/5/2022	.50	130.00	65.00
Vets Memorial Plaza				
Landscape Architect	7/6/2022	2.50	130.00	325.00
Veterans Memorial Plaza Plan				
Landscape Architect	7/12/2022	1.00	130.00	130.00
Vets Memorial Plaza				
Landscape Architect	7/13/2022	1.00	130.00	130.00
Vets Memorial Plaza				
Landscape Architect	7/14/2022	1.00	130.00	130.00
Vets Memorial Plaza				
Landscape Architect	7/15/2022	1.00	130.00	130.00
Vets Memorial Plaza				
Intern Landscape Architect				
Landscape Architectural Intern	7/13/2022	.75	100.00	75.00
Veterans Memorial Rendering				
Landscape Architectural Intern	7/14/2022	8.00	100.00	800.00
Veterans Memorial Rendering				
Landscape Architectural Intern	7/15/2022	4.00	100.00	400.00
Veterans Memorial Rendering				
<b>Totals</b>		27.25		3,517.50
<b>Total Labor</b>				<b>3,517.50</b>

**Reimbursable Expenses**

Printing			
JE 0622PRT	6/30/2022	June 2022 Printing	3.50
		<b>Total Reimbursables</b>	<b>3.50</b>
			<b>3.50</b>
		<b>Total this Project</b>	<b>\$3,521.00</b>
		<b>Total this Report</b>	<b>\$3,521.00</b>





**Remit To:**  
**RDG Planning & Design**  
**301 Grand Avenue**  
**Des Moines, Iowa 50309**

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

July 31, 2022  
 Project No: R3003.066.01  
 Invoice No: 51498

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

**Professional Services through July 31, 2022**

**Fee**

<b>Billing Phase</b>	<b>Fee</b>	<b>Billed %</b>	<b>Earned</b>	<b>Prior Fee</b>	<b>Current Fee</b>
Schematic Design	149,000.00	100.00	149,000.00	149,000.00	0.00
Design Development	180,000.00	100.00	180,000.00	180,000.00	0.00
Construction Documents	275,330.00	100.00	275,330.00	275,330.00	0.00
Bidding/Negotiation	44,000.00	100.00	44,000.00	33,000.00	11,000.00
Contract Administration	244,000.00	10.00	24,400.00	0.00	24,400.00
Total Fee	892,330.00		672,730.00	637,330.00	35,400.00
			<b>Total Fee</b>		<b>35,400.00</b>

**Reimbursable Expenses**

Printing		4.00	
<b>Total Reimbursables</b>		<b>4.00</b>	<b>4.00</b>
<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Expenses	4.00	1,178.24	1,182.24
Limit			8,600.00
Remaining			7,417.76
		<b>Total this Invoice</b>	<b>\$35,404.00</b>

**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
51189	6/30/2022	26,955.30
<b>Total</b>		<b>26,955.30</b>

16.71.0917.000  
 R. Ramirez  
 8/19/22





Papillion/LaVista Urban Watershed Awareness  
Provided by Brian Smiles 401 (c)(3)

Please remit to:  
Kent Day at Brian Smiles  
4705 N. 80<sup>th</sup> St.  
Omaha, NE 68134  
(402) 990 8489

---

Invoice date 8/22/22  
Invoice number 005  
City LaVista

Jeff Calentine  
City of LaVista  
[jcalentine@cityoflavista.org](mailto:jcalentine@cityoflavista.org)

Alex Evans  
City of Papillion  
[aevans@papillion.org](mailto:aevans@papillion.org)

Quantity	Description	Amount
	Website hosting	
	Facebook Admin	
	Social Media Admin	
<b>Total</b>		<b>600.00</b>

**Notes:** There were no in-person events in June/July. We spent the two summer months promoting online content. Both the Facebook page and website have been very well attended. Our Facebook page drives viewers to the watershed website where all of our content resides. We have joined related Papillion/LaVista Facebook groups and continue to communicate with them, and we have joined watershed-related groups both in the Metro and across the country. We have been using the content provided by Papillion/LaVista. Online traffic is far above previous years' contacts, and both in-person events to date have been equally successful. We have one more live event in September, the World O' Water. At that event we will hold a drawing for more collapsible rain barrels. After the Sept. event we will also hold an online drawing for additional barrels. The barrels that we have given away to date have been very popular and we have promoted them across our virtual platforms.

---

Invoice date 8/22/22  
Signed Kent Day  
Kent Day Board Member  
Signed Jeff Calentine  
Jeff Calentine, Public Works

ok to pay  
02.13.0505  
J.C.

## Invoice



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

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

August 10, 2022  
Project No: 10-17105-41  
Invoice No: 0207364

Project 10-17105-41 La Vista City Cntr Parking Structure2 CS

Billing Period: July 1, 2022 to July 31, 2022

**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Services	198,750.00	51.00	101,362.50	97,387.50	3,975.00
Total Fee	198,750.00		101,362.50	97,387.50	3,975.00
<b>Total Fee</b>					<b>3,975.00</b>

**Consultants**

Olsson, Inc		10,506.93
<b>Total Consultants</b>		<b>10,506.93</b>

**Reimbursable Expenses**

Travel Expenses-Meals		97.28
<b>Total Reimbursables</b>		<b>97.28</b>

**Billing Limits**

	Current	Prior	To-Date
Consultants	10,506.93	8,457.08	18,964.01
Limit			125,350.50
Remaining			106,386.49
Expenses	97.28	219.19	316.47
Limit			13,000.00
Remaining			12,683.53

**Total this Invoice** **\$14,579.21**

**Billings to Date**

	Current	Prior	Total
Fee	3,975.00	97,387.50	101,362.50
Consultant	10,506.93	8,457.08	18,964.01
Expense	97.28	219.19	316.47
<b>Totals</b>	<b>14,579.21</b>	<b>106,063.77</b>	<b>120,642.98</b>

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

Matthew Gulsvig, AIA, LEED AP

Payment due and interest charged per contract terms. Remit to address at the top of this invoice.

OK TO PAY  
PMD 8/30/22  
15-71-0917.000-CMDU18002



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

INVOICE

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

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

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

Invoice number 152016  
Date 08/12/2022  
Project 0171-422 CENTRAL PARK  
IMPROVEMENTS

Professional Services from June 13, 2022 through July 10, 2022

Description	Contract Amount	Prior Billed	Remaining	Current Billed
<b>Task 1 - Topographic Survey</b>	3,500.00	3,500.00	0.00	0.00
<b>Task 2 thru 4-Design Work except Task 2.4</b>	39,500.00	39,500.00	0.00	0.00
<b>Task 2.4</b>	20,000.00	14,590.84	5,409.16	0.00
<i>Subconsultant Services - Felsburg Holt Ullevig</i>				
<b>Task A1.1</b>	2,600.00	2,540.00	60.00	0.00
<b>Task A1.2 - Right of Way Documents</b>	6,300.00	5,060.00	1,240.00	0.00
<b>Task A1.3 - Coordinate B2E Environmental Services</b>	1,100.00	1,110.00	-10.00	0.00
<b>Task A1.4 - Coordinate RDG Planning/Design Services</b>	5,500.00	1,560.00	2,475.00	1,465.00
<b>Task A1.5-Prepare NPDES NOI, SWPPP Plan, and Grading Permit</b>	2,500.00	260.00	2,240.00	0.00
<b>Task A1.6 - Prepare Constr Plans/Specs-Srvc Drive Connection to Park View Blvd</b>	12,000.00	12,000.00	0.00	0.00
<b>Task A1.7-Constr Phase Srvcs - Staking/Testing/Observation/CA</b>	75,500.00	44,192.69	24,762.26	6,545.05
<b>Total</b>	168,500.00	124,313.53	36,176.42	8,010.05

Invoice total 8,010.05

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
151703	07/26/2022	13,328.39	13,328.39				
152016	08/12/2022	8,010.05	8,010.05				
	<b>Total</b>	21,338.44	21,338.44	0.00	0.00	0.00	0.00

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

07/26/22  
08/12/22  
16.71.09/17.00 - Park JCC  
08/12/22



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

INVOICE

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

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

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

Invoice number 152313  
Date 08/24/2022  
Project 0171-422 CENTRAL PARK  
IMPROVEMENTS

Professional Services from July 11, 2022 through August 14, 2022

Description	Contract Amount	Prior Billed	Remaining	Current Billed
<b>Task 1 - Topographic Survey</b>	3,500.00	3,500.00	0.00	0.00
<b>Task 2 thru 4-Design Work except Task 2.4</b>	39,500.00	39,500.00	0.00	0.00
<b>Task 2.4</b>	20,000.00	14,590.84	5,409.16	0.00
Subconsultant Services - Felsburg Holt Ullevig				
<b>Task A1.1</b>	2,600.00	2,540.00	60.00	0.00
<b>Task A1.2 - Right of Way Documents</b>	6,300.00	5,060.00	1,240.00	0.00
<b>Task A1.3 - Coordinate B2E Environmental Services</b>	1,100.00	1,110.00	-10.00	0.00
<b>Task A1.4 - Coordinate RDG Planning/Design Services</b>	5,500.00	3,025.00	1,762.50	712.50
<b>Task A1.5-Prepare NPDES NOI, SWPPP Plan, and Grading Permit</b>	2,500.00	260.00	2,240.00	0.00
<b>Task A1.6 - Prepare Constr Plans/Specs-Srvcs Drive Connection to Park View Blvd</b>	12,000.00	12,000.00	0.00	0.00
<b>Task A1.7-Constr Phase Srvcs - Staking/Testing/Observation/CA</b>	75,500.00	50,737.74	21,950.69	2,811.57
<b>Total</b>	<b>168,500.00</b>	<b>132,323.58</b>	<b>32,652.35</b>	<b>3,524.07</b>

Invoice total 3,524.07

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
152016	08/12/2022	8,010.05	8,010.05				
152313	08/24/2022	3,524.07	3,524.07				
	<b>Total</b>	<b>11,534.12</b>	<b>11,534.12</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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

OK TO PAY  
PMD 8/20/22  
16.71.0917.000 - PART D-001



**Please Remit to:**  
 Dept 1539, PO Box 30106  
 Salt Lake City, UT 84130-0106  
 phone: 303.721.1440  
 email: accounting@fhueng.com

## INVOICE

Mr. Patrick Dowse, PE  
 City Engineer  
 City of La Vista  
 8116 Park View Blvd  
 La Vista, NE 68128

August 23, 2022  
 Project No: 120040-01  
 Invoice No: 34658

Project 120040-01 Giles Road Widening  
**Professional Services for the Period: July 1, 2022 to July 29, 2022**

Phase 01 Traffic Analysis

**Professional Personnel**

		Hours	Rate	Amount
Principal I				
Meisinger, Mark		10.00	235.00	2,350.00
Sr Engineer				
Denney, Adam		8.50	200.00	1,700.00
Engineer V				
Andersen, David		5.25	185.00	971.25
Engineer I				
Gwiazdowski, Kornel		41.50	105.00	4,357.50
Intern I				
Loseke, Thomas		64.00	60.00	3,840.00
Graphic Design IV				
Topoleski, Zachary		10.25	135.00	1,383.75
Labor		139.50		14,602.50
<b>Total Labor</b>				<b>14,602.50</b>
			<b>Phase Sub-Total</b>	<b>\$14,602.50</b>

Phase 02 Drainage Analysis

**Professional Personnel**

		Hours	Rate	Amount
Principal I				
Lampe, David		5.50	235.00	1,292.50
Engineer I				
Boldt, Kyle		33.50	105.00	3,517.50
Labor		39.00		4,810.00
<b>Total Labor</b>				<b>4,810.00</b>
			<b>Phase Sub-Total</b>	<b>\$4,810.00</b>

Phase 03 Structures Analysis

**Professional Personnel**

		Hours	Rate	Amount
Principal I				
Meisinger, Mark		.25	235.00	58.75
Associate				
Bruckner, Michael		11.00	225.00	2,475.00

Project	120040-01	Giles Road Widening			Invoice	34658
Sr Designer						
Clark, Gregory		6.00	170.00	1,020.00		
James, Joseph		4.50	170.00	765.00		
Labor		21.75		4,318.75		
<b>Total Labor</b>					<b>4,318.75</b>	
		<b>Phase Sub-Total</b>			<b>\$4,318.75</b>	
-----	-----	-----			-----	
Phase	04	Conceptual Roadway Design				
<b>Professional Personnel</b>		Hours	Rate	Amount		
Principal II						
McFadden, Matthew		4.00	260.00	1,040.00		
Principal I						
Meisinger, Mark		7.00	235.00	1,645.00		
Engineer V						
Thompson, Jennifer		5.00	185.00	925.00		
Env Scientist/Planner IV						
Unstad, Kody		.50	155.00	77.50		
Sr Transportation Planner						
Poore, Jesse		10.00	195.00	1,950.00		
Sr Designer						
Moffatt, Brian		114.50	170.00	19,465.00		
Intern I						
Arias, Hunter		37.00	60.00	2,220.00		
Lebeda, Noah		39.50	60.00	2,370.00		
Graphic Design I						
Mayer, Molly		2.00	90.00	180.00		
Labor		219.50		29,872.50		
<b>Total Labor</b>					<b>29,872.50</b>	
		<b>Phase Sub-Total</b>			<b>\$29,872.50</b>	
-----	-----	-----			-----	
Phase	05	Environmental Review				
<b>Professional Personnel</b>		Hours	Rate	Amount		
Sr Env Scientist/Planner						
Sambol, Allison		5.50	195.00	1,072.50		
Env Scientist/Planner III						
Walter, Blake		.50	130.00	65.00		
Env Scientist/Planner I						
Weinrich, Madeline		10.50	105.00	1,102.50		
Intern I						
Weinrich, Madeline		10.00	60.00	600.00		
Labor		26.50		2,840.00		
<b>Total Labor</b>					<b>2,840.00</b>	
		<b>Phase Sub-Total</b>			<b>\$2,840.00</b>	
-----	-----	-----			-----	
Phase	06	Project Management & QA/QC				
<b>Professional Personnel</b>		Hours	Rate	Amount		
Principal I						
Meisinger, Mark		8.25	235.00	1,938.75		
Sr Engineer						
Denney, Adam		3.50	200.00	700.00		
Engineer V						
Andersen, David		.75	185.00	138.75		
Thompson, Jennifer		20.50	185.00	3,792.50		

Project	120040-01	Giles Road Widening			Invoice	34658
Engineer II						
Balakrishna, Chandana		2.00	120.00	240.00		
Sr Transportation Planner						
Poore, Jesse		1.00	195.00	195.00		
Intern I						
Loseke, Thomas		6.00	60.00	360.00		
Labor		42.00		7,365.00		
<b>Total Labor</b>					<b>7,365.00</b>	
			<b>Phase Sub-Total</b>			<b>\$7,365.00</b>
-----	Phase	ODC	Direct Expenses			
<b>Reimbursable Expenses</b>						
Mileage				78.13		
<b>Total Reimbursables</b>				<b>78.13</b>		<b>78.13</b>
			<b>Phase Sub-Total</b>			<b>\$78.13</b>
-----	Phase	SUBS	Subconsultants			
<b>Subconsultants</b>						
Thompson, Dreessen & Dorner, Inc.				14,000.00		
<b>Total Subconsultants</b>				<b>14,000.00</b>		<b>14,000.00</b>
			<b>Phase Sub-Total</b>			<b>\$14,000.00</b>
<b>Contract Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>		
Total Billings	77,886.88		22,017.28	99,904.16		
Contract Maximum				200,000.00		
Remaining Contract				100,095.84		
			<b>TOTAL AMOUNT DUE</b>			<b>\$77,886.88</b>
<b>Billed-To-Date Summary</b>						
	<b>Current</b>	<b>Prior</b>	<b>Total</b>			
Labor	63,808.75	20,177.50	83,986.25			
Subconsultant	14,000.00	0.00	14,000.00			
Expense	78.13	1,839.78	1,917.91			
<b>Totals</b>	<b>77,886.88</b>	<b>22,017.28</b>	<b>99,904.16</b>			

Project Manager      Mark Meisinger

04 TO PA-1  
PMD 8/30/22  
05-71-0917.000-5RT17003

## Invoice

League of Nebraska Municipalities  
1335 L Street  
Lincoln, NE 68508  
402-476-2829

Date	Invoice #
8/25/2022	19082

Bill To  
City of La Vista  
Clerk  
8116 Park View Blvd.  
La Vista, NE 68128-2198

Vendor #231

P.O. No.	Terms
	Net 30
Rate	Amount
50,299.00	50,299.00
0.00%	0.00

Please send a copy of this invoice with your payment.

08/06/06

## Total

League of Nebraska Municipalities  
Annual Membership Dues History

Fiscal Year	Amount Paid	% Increase
23	\$ 50,299	2.850%
22	\$ 48,905	5.163%
21	\$ 46,504	0.241%
20	\$ 46,392	2.840%
19	\$ 45,111	7.124%
18	\$ 42,111	2.883%
17	\$ 40,931	2.922%
16	\$ 39,769	7.872%
15	\$ 36,867	8.858%
14	\$ 33,867	9.719%
13	\$ 30,867	

## APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER: City of LaVista  
8116 Park View Blvd.  
LaVista, NE 68128

FROM CONTRACTOR:  
Sampson Construction Co., Inc.  
5825 South 14th Street  
Lincoln, NE 68512

CONTRACT FOR: General

PROJECT: LaVista Parking Garage 2  
LaVista, Nebraska

VIA ARCHITECT: Matthew Gulsvig @ DLR Group  
[mgulsvig@dlrgroup.com](mailto:mgulsvig@dlrgroup.com)  
[jtegels@dlrgroup.com](mailto:jtegels@dlrgroup.com)  
[dpenka@dlrgroup.com](mailto:dpenka@dlrgroup.com)  
[pnattermann@dlrgroup.com](mailto:pnattermann@dlrgroup.com)

APPLICATION NO

9

Distribution to:

OWNER  
 ARCHITECT  
 CONTRACTOR

PERIOD TO: 8/31/2022

PROJECT NOS: 21108

CONTRACT DATE: September 22, 2021

## CONTRACTOR'S APPLICATION FOR PAYMENT

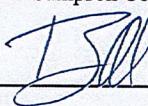
Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

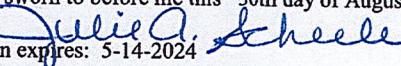
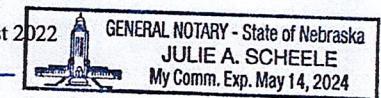
1. ORIGINAL CONTRACT SUM	\$ 12,514,000.00
2. Net change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 12,514,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 3,294,741.00
5. RETAINAGE:	
a. 10 % of Completed Work (Column D + E on G703)	329,474.00
b. % of Stored Material (Column F on G703)	\$
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 329,474.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 2,965,267.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 2,483,767.00
8. CURRENT PAYMENT DUE	\$ 481,500.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 9,548,733.00

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

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

CONTRACTOR: Sampson Construction Co., Inc.

By:  Date: 8/30/22

State of: Nebraska County of: Lancaster  
Subscribed and sworn to before me this 30th day of August 2022  
Notary Public:   
My Commission expires: 5-14-2024   
JULIE A. SCHEELE  
My Comm. Exp. May 14, 2024

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$ 481,500.00 → PAY THIS AMOUNT

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

By: Matthew Gulsvig, AIA Date: 8/31/2022

Digital signature by Matthew Gulsvig, AIA  
C-U.S. E-mail: [mgulsvig@dlrgroup.com](mailto:mgulsvig@dlrgroup.com), O=DLR Group,  
CIAA-Author, CN=Matthew Gulsvig, AIA  
Date: 2022.08.31 16:30:27-05'00'

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

OK TO PAY  
PM 09/12/22  
15-710917cc - QM DV1862

# CONTINUATION SHEET

## AIA DOCUMENT G703

PAGE OF PAGES

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

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 9  
APPLICATION DATE: 8/30/2022  
PERIOD TO: 8/31/2022  
ARCHITECT'S PROJECT NO: 21108

### LAVISTA PARKING GARAGE 2

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	REINFORCING STEEL	701,000	301,137	103,981		405,118	58%	295,882	40,512
2	POST TENSION CABLE	197,000	68,671			68,671	35%	128,329	6,867
3	FOOTINGS & POURED WALLS	1,239,000	945,281	293,719		1,239,000	100%		123,900
4	CAST IN PLACE COLUMNS	233,000	30,530	30,000		60,530	26%	172,470	6,053
5	SLAB AND BEAM FORMWORK	1,426,000	5,000			5,000	0%	1,421,000	500
6	CONCRETE SLABS	1,761,000	11,000			11,000	1%	1,750,000	1,100
7	STRUCTURAL PRECAST	1,522,000	70,821			70,821	5%	1,451,179	7,082
8	MASONRY	39,000						39,000	0
9	STEEL MATERIAL	349,000	151,168			151,168	43%	197,832	15,117
10	STEEL & PRECAST ERECTION	199,000						199,000	0
11	ROUGH CARPENTRY	6,000						6,000	0
12	SPRAY FOAM INSULATION	6,000						6,000	0
13	TRAFFIC COATING	8,000						8,000	0
14	WATERPROOFING	65,000						65,000	0
15	WATER REPELLANTS	16,000						16,000	0
16	ROOFING & FLASHING	62,000						62,000	0
17	METAL WALL PANELS	941,000	112,800			112,800	12%	828,200	11,280
18	JOINT SEALANTS	55,000						55,000	0
19	PREFORMED JOINT SEALS	23,000						23,000	0
20	FIRESTOPPING	6,000						6,000	0
21	HOLLOW METAL FRAMES/DOORS/HARDWARE	44,000	19,400			19,400	44%	24,600	1,940
22	ALUMINUM & GLAZING	305,000	60,838			60,838	20%	244,162	6,084
23	METAL STUDS & DRYWALL	108,000						108,000	0
24	TILE & RESILIENT FLOORING	4,000						4,000	0
25	PAINT	230,000	5,380			5,380	2%	224,620	538
26	SEALED CONCRETE	102,000						102,000	0
27	MISC. SPECIALTIES	5,000	4,561			4,561	91%	439	456
28	SIGNAGE	108,000						108,000	0
29	PARKING ACCESS/REVENUE CONTROL SYSTEM	102,000	5,000			5,000	5%	97,000	500
30	ELEVATOR	265,000	93,889			93,889	35%	171,111	9,389

# CONTINUATION SHEET

## AIA DOCUMENT G703

PAGE OF PAGES

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

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

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APPLICATION DATE: 8/30/2022  
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ARCHITECT'S PROJECT NO: 21108

### LAVISTA PARKING GARAGE 2

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
31	FIRE SPRINKLER	47,000	5,700			5,700	12%	41,300
32	PLUMBING & HVAC	352,000	69,956	45,800		115,756	33%	236,244
33	ELECTRICAL	861,000	74,000	51,500		125,500	15%	735,500
34	EXCAVATION & SITE DEMO	276,000	211,400	5,000		216,400	78%	59,600
35	AUGER CAST PILING	323,000	323,000			323,000	100%	32,300
36	PAVING & SIDEWALKS	100,000						100,000
37	PAVEMENT MARKING	14,000						14,000
38	LANDSCAPING & IRRIGATION	19,000						19,000
39	SEGMENTAL RETAINING WALL	45,000						45,000
40	UTILITIES	280,000	135,172	5,000		140,172	50%	139,828
41	PERFORMANCE & PAYMENT BOND	63,000	48,037			48,037	76%	14,963
42	BUILDERS RISK INSURANCE	7,000	7,000			7,000	100%	4,804
								700
	<b>GRAND TOTALS</b>	<b>12,514,000</b>	<b>2,759,741</b>	<b>535,000</b>		<b>3,294,741</b>	<b>26%</b>	<b>9,219,259</b>
								<b>329,474</b>



Reference Invoice Number with Payment

**HDR Engineering Inc.**  
Omaha, NE 68106-2973  
Phone: (402) 399-1000

HDR Invoice No. 1200457611  
Invoice Date 30-AUG-2022  
Invoice Amount Due \$1,710.83  
Payment Terms 30 NET

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

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

RRamirez@cityoflavista.org

Project Management for Services for Public Improvements and Other Works.

Purchase Order : 20-008348

Professional Services  
From: 31-JUL-2022 To: 27-AUG-2022

Professional Services Summarization	Hours	Billing Rate	Amount
Project Manager	6.50		1,696.31
	<b>6.50</b>		<b>\$1,696.31</b>
	<b>Total Professional Services</b>		<b>\$1,696.31</b>

Expense Summarization	Quantity	Billing Rate	Amount
Mileage Personal			14.52
		<b>Total Expenses</b>	<b>\$14.52</b>

<b>Amount Due This Invoice (USD)</b>	<b>\$1,710.83</b>
--------------------------------------	-------------------

Fee Amount	\$670,695.00
Fee Invoiced to Date	\$530,944.13
Fee Remaining	\$139,750.87

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

*R. Ramirez*  
16.53.0303.000  
9-1-22

# Invoice

HDR Invoice No. 1200457611  
Invoice Date 30-AUG-2022

<b>Professional Services and Expense Detail</b>			
Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs
Task Number:	1.0	Task Description:	Project Management
<b>Professional Services</b>		<b>Hours</b>	<b>Billing Rate</b>
Project Manager	Koenig, Christopher J	6.50	260.97
		<b>6.50</b>	<b>\$1,696.31</b>
		<b>Total Professional Services</b>	<b>\$1,696.31</b>
<b>Expense</b>		<b>Qty</b>	<b>Billing Rate</b>
Mileage Personal	Koenig, Christopher J	12.00	0.625
Mileage Personal	Koenig, Christopher J	12.00	0.585
		<b>Total Expense</b>	<b>\$14.52</b>
		<b>Total Task</b>	<b>\$1,710.83</b>

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
SEPTEMBER 6, 2022 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CITY CENTRE MUSIC VENUE, LLC AND ASTRO THEATER, LLC APPLICATION FOR PAYMENT – DISBURSEMENT OF EDP AWARD FUNDS	RESOLUTION ORDINANCE RECEIVE/FILE	RITA RAMIREZ ASSISTANT CITY ADMINISTRATOR

**SYNOPSIS**

An application for payment of a portion of Economic Development Program (EDP) Award funds has been submitted by City Centre Music Venue, LLC and Astro Theater, LLC for work completed to date on the Astro Theater in the amount of \$570,800.06.

**FISCAL IMPACT**

The FY21/FY22 Biennial Budget provides funding for the EDP award for the Astro Theater project.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On September 3, 2021 an Economic Development Program Agreement was executed by the City of La Vista, City Centre Music Venue, LLC and Astro Theater, LLC, authorizing an EDP award of up to \$5,500,000 to be used in conjunction with other funding sources for constructing and equipping the Astro Theater project.

Subsequently, on December 17, 2021 an Amended and Restated Disbursement Agreement was executed by all parties directing how funds, including the EDP award from the City of La Vista, would be disbursed. The agreement outlines several requirements that must be met prior to any disbursement of funds.

Construction of the Astro Theater commenced in the fall of 2021, and the City has received an eighth request for payment\* of EDP funds for the project in the amount of \$570,800.06. City staff have reviewed the documentation submitted with the pay request to assure compliance with the disbursement agreement and has obtained copies of all documents required by the agreement. The City Engineer and Chief Building Official have reviewed the pay request documentation and verified that it coincides with the construction progress they have observed on site. Copies of all documentation are on file in the office of the City Clerk.

As construction progresses and additional pay requests are submitted for the remainder of the EDP award, we will continue to follow the process of ensuring that all required documentation has been received and that completed work has been verified by the City Engineer and the Chief Building Official. Subsequent to those verifications, pay requests will be placed on the Council agenda for approval.

\*Note: The Application for Payment indicates this is Pay Request No. 10, however this is the eighth request for disbursement of EDP funds from La Vista. City Centre Music Venue LLC is required by the disbursement agreement to use this application for payment requests from all lending agencies as well as the City of La Vista, resulting in the requests being numbered consecutively as they are issued.

EDP Award Total	Pay Application			% of Total	Remaining Balance
	Number	Amount	Date		
\$5,500,000.00	1	\$166,420.42	2/1/22	3.03%	\$5,333,579.58
	2	\$268,288.26	2/15/22	7.90%	\$5,065,291.32
	3	\$163,869.70	3/15/22	10.88%	\$4,901,421.62
	4	\$259,549.32	4/19/22	15.6%	\$4,641,872.30
	5	\$636,290.65	5/17/22	27.17%	\$4,005,581.65
	6	\$831,300.09	7/5/22	42.29%	\$3,174,281.56
	7	\$591,062.99	8/2/22	53.03%	\$2,583,218.57
	8	\$570,800.06	9/6/22	63.41%	\$2,012,418.51

# CITY+VENTURES

Astro Theater

## Disbursement Summary

Date: 8/29/2022

Code	Description	Project Cost at Financial Close	Cumulative Adjustments	Current Total Project Cost	Costs Paid Thru Closing	Interest/Fees to Date	Disbursements					Completed to Date	Percent Complete	Balance to Finish			
							5 2/24/22	6 3/25/22	7 4/27/20	8 6/24/22	9 7/25/22	10 8/29/22					
<b>Sources of Funds</b>																	
Owner Cash		\$4,080,000		\$4,080,000		\$3,488,331							4,080,000.16	100.00%	\$0		
Senior Loan		\$8,750,000		\$8,750,000									0.00	0.00%	\$8,750,000		
LaVista Economic Development Program		\$5,500,000		\$5,500,000			\$ 163,869.70	\$ 259,549.32	\$ 636,290.65	\$ 831,300.09	\$ 591,062.99	\$ 570,800.06	3,487,581.49	63.41%	\$2,012,419		
TIF		\$3,000,000		\$3,000,000			\$ 14,328.29	\$ 89,383.47	\$ 141,572.35	\$ 347,067.63	\$ 452,847.40	\$ 322,398.00	\$ 311,345.49	1,916,056.45	63.87%	\$1,083,944	
PACE		\$3,000,000		\$3,000,000				\$0.00					847,606.47	28.25%	\$2,152,394		
<b>Total Sources of Cash</b>		<b>\$24,330,000</b>		<b>\$0</b>		<b>\$3,488,331</b>	<b>\$14,328.29</b>	<b>\$ 253,253.17</b>	<b>\$ 401,121.67</b>	<b>\$ 983,358.28</b>	<b>\$ 1,284,147.49</b>	<b>\$ 913,460.99</b>	<b>\$ 882,145.55</b>	<b>\$10,331,244.57</b>	<b>42.46%</b>	<b>\$13,998,755.43</b>	
<b>Uses of Funds</b>																	
100 Acquisition and Closing Costs		\$2,512,476		\$2,512,476		\$2,512,476.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$2,512,476.17	100.00%	\$0	
110 Due Diligence		\$0		\$0		\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	0.00%	\$0	
200 Building Construction & Site		\$15,662,861	\$ 423,129.61	\$16,085,991		\$42,821.60	\$ 249,759.14	\$ 401,121.67	\$ 601,258.60	\$ 1,275,214.17	\$ 622,550.86	\$ 874,833.30	\$5,425,668.57	33.73%	\$10,660,122		
201 Building Signage		\$100,000		\$100,000		\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	0.00%	\$100,000	
205 Permits, Utilities Developer Direct Pay		\$104,196		\$104,196		\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$68,773.39	66.00%	\$35,423	
210 FF&E		\$2,500,000		\$2,500,000		\$0.00	\$ -	\$ -	\$ -	\$ 376,206.18	\$ -	\$ 254,637.67	\$ -	\$942,610.39	37.70%	\$1,557,390	
300 Working Capital		\$500,000		\$500,000		\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	0.00%	\$500,000	
310 Design - A / E / I		\$1,136,000	\$ (155,570.00)	\$980,430		\$696,075.23	\$ -	\$ -	\$ 3,013.50	\$ 6,612.00	\$ 35,201.57	\$ 7,312.25	\$754,714.55	76.98%	\$225,715		
320 Construction Interest & Inspections		\$618,750		\$618,750		\$0.00	\$14,328.29	\$ 3,494.03	\$ -	\$ -	\$ 660.59	\$ 5,611.62	\$ -	\$28,472.03	4.60%	\$590,278	
325 Financing Fee		\$108,000		\$108,000		\$108,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$108,000.00	100.00%	\$0	
330 TIF Expense		\$17,382		\$17,382		\$17,382.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$17,382.00	100.00%	\$0	
340 PACE Financing Fees / Capitalized Interest		\$450,000	\$ (79,379.00)	\$370,621		\$9,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$370,621.47	100.00%	\$0	
350 Legal & Accounting		\$78,394		\$78,394		\$78,394.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$78,394.00	100.00%	\$0	
360 Builders Risk		\$23,932		\$23,932		\$23,932.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$23,932.00	100.00%	\$0	
370 Development Fee		\$292,608		\$292,608		\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	0.00%	\$292,608	
380 Development Contingency		\$225,401	\$ (188,180.61)	\$37,220		\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	0.00%	\$37,220	
<b>Total Uses of Cash</b>		<b>\$24,330,000</b>		<b>\$0</b>		<b>\$24,330,000</b>	<b>\$3,488,331</b>	<b>\$14,328.29</b>	<b>\$ 253,253.17</b>	<b>\$ 401,121.67</b>	<b>\$ 980,478.28</b>	<b>\$ 1,282,466.76</b>	<b>\$ 918,001.72</b>	<b>\$ 882,145.55</b>	<b>\$10,331,244.57</b>	<b>42.46%</b>	<b>\$13,998,755.43</b>

**EXHIBIT C**  
**APPLICATION FOR PAYMENT**

**Request No.** 10

**Date:** 8/29/22

**Amount Requested** \$ 570,800.06

To: American National Bank; Petros PACE Finance Titling Trust; Farmers State Bank; City of La Vista; TitleCore National, LLC

Reference is hereby made to that certain Disbursement Agreement (the “Agreement”), dated as of [\*\*], 2021, by and among CITY CENTRE MUSIC VENUE, LLC, a Nebraska limited liability company (“Improvement Owner”), ASTRO THEATER, LLC, a Nebraska limited liability company (“Tenant”), AMERICAN NATIONAL BANK, a national banking association (“Construction Lender”), PETROS PACE FINANCE TITLING TRUST, a Delaware statutory trust, (“PACE Lender”), FARMERS STATE BANK, a Nebraska state banking corporation (“TIF Lender”), the CITY OF LA VISTA, a Nebraska municipal corporation (the “City” and, together with Construction Lender, PACE Lender and TIF Lender, each a “Lender” and, collectively, the “Lenders”), and TITLECORE NATIONAL, LLC, a Nebraska limited liability company (the “Disbursing Agent”). Capitalized terms used and not otherwise defined herein have the meanings set forth in the Agreement.

The undersigned hereby requests the disbursement of construction funds in accordance with this request, and hereby certifies as follows:

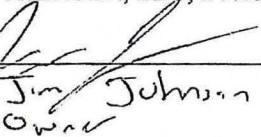
1. The amounts requested either have been paid by the Improvement Owner or Tenant, as applicable, or are justly due to contractors, subcontractors, materialmen, engineers, architects or other persons (whose names are stated on Attachment I hereto and whose invoices are attached hereto) in accordance with the invoice(s) attached hereto who have performed necessary and appropriate work or furnished necessary and appropriate materials, equipment or furnishings in the acquisition, construction and installation of the Project.
2. All construction of the Project prior to the date hereof has been done in substantial accordance with the Plans and all funds previously disbursed by a Lender have been used for one or more purposes permitted under the Financing Agreements for such Lender.
3. The funds from the requested Advance will be used for one or more purposes permitted under the Financing Agreements.
4. Attached hereto is a completed AIA Document G702 or equivalent document, signed by the General Contractor and a list of the applicable payees if payment will be made to an entity or entities other than the General Contractor.
5. True and correct copies of the bills or invoices to be paid with the requested Advance are enclosed herewith, along with conditional lien waivers from all contractors, subcontractors and material suppliers to be paid with the requested Advance and unconditional lien waivers from all contractors, subcontractors and material suppliers paid with the proceeds of prior Advances.
6. Attached hereto is a certification by the Architect certifying that work has been completed and materials are in place as indicated by the request for payment of the General Contractor.

7. The improvements constructed as part of the Project, as completed to date, do not and, if completed in substantial accordance with the Plans, will not, violate any laws.
8. Other than liens and encumbrances permitted by the terms of the Financing Agreements, no liens of any kind have been filed against Improvement Owner, Tenant or the Project (and, to the knowledge of Improvement Owner and Tenant, no stop notice of any kind has been filed or served with respect to any construction work previously performed), or a payment or discharge bond sufficient to protect Lenders and their respective interests in the Project have been recorded as required by applicable Laws.
9. All governmental licenses and permits required for the Project, as completed to date, have been obtained and will be exhibited to Lenders upon request.

CITY CENTER MUSIC VENUE, LLC, a Nebraska limited liability company

By:   
Name: Christopher L. Erickson  
Title: Manager

ASTRO THEATER, LLC, a Nebraska limited liability company

By:   
Name: Jim Johnson  
Title: Owner

**City of La Vista**  
8116 Park View Blvd  
La Vista, NE 68128  
P: (402) 331-4343  
CityofLaVista.org

# **ECONOMIC DEVELOPMENT PROGRAM – DISBURSEMENT REQUEST FORM**



Date of Request: 8/30/22 Project Name: Astro Theater – City Centre Music Venue, LLC

Project Address: Lot 13, La Vista City Centre

Request Amount: \$570,800.06

Request No.: 8

See attached for funding disbursement request details.

## **CITY OF LA VISTA APPROVALS**

Assistant City Administrator, Rita Ramirez

Handwritten signature of Rita Ramirez.

No Comments

Comments (see below):

9/2/22  
(Date)

City Engineer, Pat Dowsse

Handwritten signature of Pat Dowsse.

(Signature)

No Comments

Comments (see below):

9/2/22  
(Date)

Chief Building Official, Jeff Sinnott

Handwritten signature of Jeff Sinnott.

(Signature)

No Comments

Comments (see below):

9/2/22  
(Date)

## **Comments/Contingencies:**

Approved by City Council?

Yes: Date \_\_\_\_\_

No

User: mgustafson

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
2120(E)	07/31/2022	CENTURY LINK/LUMEN	19.60	N
2121(E)	07/31/2022	MID-AMERICAN BENEFITS INC	7,378.78	N
2122(E)	07/31/2022	U.S. CELLULAR	1,858.13	N
2123(E)	07/31/2022	NE DEPT OF REVENUE-LOTT/51	78,863.00	N
137713	08/17/2022	FELSBURG HOLT & ULLEVIG INC	13,841.70	N
137714	08/17/2022	HDR ENGINEERING INC	3,592.03	N
137715	08/17/2022	JE DUNN CONSTRUCTION COMPANY	746,678.00	N
137716	08/17/2022	OLSSON, INC.	3,870.75	N
137717	08/17/2022	RDG PLANNING & DESIGN	27,324.55	N
137718	08/17/2022	SAMPSON CONSTRUCTION CO., INC	610,355.00	N
137719	08/17/2022	THOMPSON DREESSEN & DORNER, INC.	14,514.64	N
2124(E)	08/30/2022	ACTIVE NETWORK LLC	179.87	N
2125(E)	08/30/2022	AMERICAN HERITAGE LIFE INSURANCE CO	1,198.54	N
2126(E)	08/30/2022	BLACK HILLS ENERGY	1,775.90	N
2127(E)	08/30/2022	CCAP AUTO LEASE LTD	449.00	N
2128(E)	08/30/2022	CENTURY LINK/LUMEN	1,022.83	N
2129(E)	08/30/2022	CENTURY LINK/LUMEN	75.10	N
2130(E)	08/30/2022	DEARBORN NATIONAL LIFE INSURANCE CO	1,209.00	N
2131(E)	08/30/2022	DEARBORN NATIONAL LIFE INSURANCE CO	6,465.15	N
2132(E)	08/30/2022	ESSENTIAL SCREENS	266.08	N
2133(E)	08/30/2022	FIRST STATE BANK	2,132.91	N
2134(E)	08/30/2022	GREAT PLAINS COMMUNICATION	777.60	N
2135(E)	08/30/2022	GREATAMERICA FINANCIAL SERVICES	1,657.10	N
2136(E)	08/30/2022	LINCOLN NATIONAL LIFE INS CO	6,574.80	N
2137(E)	08/30/2022	MEDICA INSURANCE COMPANY	116,035.39	N
2138(E)	08/30/2022	METLIFE	1,106.52	N
2139(E)	08/30/2022	METROPOLITAN UTILITIES DISTRICT	21,284.53	N
2140(E)	08/30/2022	MID-AMERICAN BENEFITS INC	10,790.67	N
2141(E)	08/30/2022	MID-AMERICAN BENEFITS INC	7,040.66	N
2142(E)	08/30/2022	NE DEPT OF REVENUE-SALES TAX	1,212.28	N
2143(E)	08/30/2022	OMAHA PUBLIC POWER DISTRICT	45,319.06	N
2144(E)	08/30/2022	PAYROLL MAXX	396,595.42	N
2145(E)	08/30/2022	PITNEY BOWES-EFT POSTAGE	1,279.00	N
2146(E)	08/30/2022	U.S. CELLULAR	1,862.88	N
2147(E)	09/01/2022	BOK FINANCIAL	272,521.25	N
2148(A)	09/06/2022	CITY OF OMAHA	64.56	N
2149(A)	09/06/2022	CITY OF PAPILLION - MFO	233,475.00	N
137720	09/06/2022	A-1 BODY, INC.	1,000.00	N
137721	09/06/2022	A-RELIEF SERVICES INC	196.01	N
137722	09/06/2022	AAA RENTS	30.25	N
137723	09/06/2022	ACCO UNLIMITED CORPORATION	987.05	N
137724	09/06/2022	ACTION BATTERIES UNLTD INC	387.60	N
137725	09/06/2022	AE SUPPLY	260.00	N
137726	09/06/2022	AKRS EQUIPMENT SOLUTIONS, INC.	3,957.12	N
137727	09/06/2022	AMAZON CAPITAL SERVICES, INC.	1,458.35	N
137728	09/06/2022	AMAZON CAPITAL SERVICES, INC.	592.02	N
137729	09/06/2022	AMERICAN PLANNING ASSOCIATION	95.00	N

## COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
137730	09/06/2022	AT&T MOBILITY LLC	97.76	N
137731	09/06/2022	AUTO GLASS TINT	290.00	N
137732	09/06/2022	BACON LETTUCE CREATIVE	1,440.00	N
137733	09/06/2022	BIBLIOTHECA LLC	22.96	N
137734	09/06/2022	BISHOP BUSINESS EQUIPMENT	36.32	N
137735	09/06/2022	BISHOP BUSINESS EQUIPMENT COMPANY	1,296.26	N
137736	09/06/2022	BOBCAT OF OMAHA	186.43	N
137737	09/06/2022	BUETHE, PAM	128.12	N
137738	09/06/2022	CARL, RACHEL	416.00	N
137739	09/06/2022	CENTER POINT, INC.	419.46	N
137740	09/06/2022	CHEERFUL BOOKS LLC	250.00	N
137741	09/06/2022	CINTAS CORPORATION NO. 2	433.79	N
137742	09/06/2022	CITY OF PAPILLION	49,446.40	N
137743	09/06/2022	CORNHUSKER INTL TRUCKS INC	3,939.27	N
137744	09/06/2022	COX COMMUNICATIONS, INC.	147.03	N
137745	09/06/2022	CULLIGAN OF OMAHA	97.75	N
137746	09/06/2022	D & K PRODUCTS	2,603.80	N
137747	09/06/2022	DARE IOWA INC	100.00	N
137748	09/06/2022	DATASHIELD CORPORATION	60.00	N
137749	09/06/2022	DOG WASTE DEPOT	684.00	N
137750	09/06/2022	ECHO GROUP INCORPORATED	112.19	N
137751	09/06/2022	EDGEWEAR SCREEN PRINTING	479.75	N
137752	09/06/2022	ELITE TOURS	100.00	N
137753	09/06/2022	EMBLEM ENTERPRISES INC	622.71	N
137754	09/06/2022	EYMAN PLUMBING INC	354.79	N
137755	09/06/2022	FAC PRINT & PROMO COMPANY	242.00	N
137756	09/06/2022	FERGUSON ENTERPRISES INC #226	15.98	N
137757	09/06/2022	FIKES COMMERCIAL HYGIENE LLC	124.00	N
137758	09/06/2022	FITZGERALD SCHORR BARMETTLER	25,284.00	N
137759	09/06/2022	GALE	128.20	N
137760	09/06/2022	GRAINGER	324.62	N
137761	09/06/2022	GT DISTRIBUTORS, INC.	81.36	N
137762	09/06/2022	GUNN, BRENDA	352.00	N
137763	09/06/2022	HARM'S CONCRETE INC	352.55	N
137764	09/06/2022	HEARTLAND PNEUMATIC	2,544.64	N
137765	09/06/2022	HITOUCH BUSINESS SERVICES	375.39	N
137766	09/06/2022	HOBBY LOBBY STORES INC	117.68	N
137767	09/06/2022	HOME DEPOT CREDIT SERVICES	99.00	N
137768	09/06/2022	HONEYMAN RENT-ALL #1	56.92	N
137769	09/06/2022	HOSE & HANDLING INCORPORATED	83.86	N
137770	09/06/2022	HOTSY EQUIPMENT COMPANY	908.37	N
137771	09/06/2022	HY-VEE INC	430.00	N
137772	09/06/2022	IA NE SD PRIMA CHAPTER	50.00	N
137773	09/06/2022	INGRAM LIBRARY SERVICES	503.01	N
137774	09/06/2022	JOHNSTONE SUPPLY CO	114.92	N
137775	09/06/2022	K & J ELITE SPORTS TURF INC	4,170.00	N
137776	09/06/2022	KATIE DICKAMORE	315.00	N

Check #	Check Date	Vendor Name	Amount	Voided
137777	09/06/2022	KIMBALL MIDWEST	532.45	N
137778	09/06/2022	KUSTOM SIGNALS INCORPORATED	866.00	N
137779	09/06/2022	LABRIE, DONALD P	150.00	N
137780	09/06/2022	LARSEN SUPPLY COMPANY	834.46	N
137781	09/06/2022	LIBRA INDUSTRIES INC	20.00	N
137782	09/06/2022	LIBRARY IDEAS LLC	1,078.30	N
137783	09/06/2022	LOGAN CONTRACTORS SUPPLY	336.50	N
137784	09/06/2022	LOGO LOGIX EMBROIDERY & SCREEN	690.00	N
137785	09/06/2022	LOWE'S CREDIT SERVICES	55.40	N
137786	09/06/2022	MARCO INCORPORATED	145.90	N
137787	09/06/2022	MATHESON TRI-GAS INC	196.64	N
137788	09/06/2022	MENARDS-RALSTON	492.35	N
137789	09/06/2022	MENARDS-RALSTON	323.02	N
137790	09/06/2022	METRO AREA TRANSIT	1,890.00	N
137791	09/06/2022	METROPOLITAN COMMUNITY COLLEGE	150,758.11	N
137792	09/06/2022	MIDLANDS LIGHTING & ELECTRIC SUPPLY	27.70	N
137793	09/06/2022	MIDWEST TAPE	221.73	N
137794	09/06/2022	MIDWEST TURF & IRRIGATION	414.51	N
137795	09/06/2022	MILLARD METAL SERVICES INC	1,794.00	N
137796	09/06/2022	MILLARD SPRINKLER INC	3,420.80	N
137797	09/06/2022	NDEE SWIMMING POOLS	115.00	N
137798	09/06/2022	NE ECONOMIC DEVELOPERS ASSOC (NEDA)	150.00	N
137799	09/06/2022	NEBRASKA IOWA DOOR SERVICES, INC.	421.00	N
137800	09/06/2022	NEBRASKA LAW ENFORCEMENT	291.00	N
137801	09/06/2022	NEBRASKALAND TIRE, INC.	1,252.20	N
137802	09/06/2022	NMC GROUP INC	186.05	N
137803	09/06/2022	OFFICE DEPOT INC	958.28	N
137804	09/06/2022	OMAHA TACTICAL LLC	750.00	N
137805	09/06/2022	OMAHA WINNELSON SUPPLY	1,658.11	N
137806	09/06/2022	OMNI ENGINEERING	1,798.67	N
137807	09/06/2022	PAPILLION SANITATION	1,537.02	N
137808	09/06/2022	PER MAR SECURITY SERVICES	140.34	N
137809	09/06/2022	POKORNY, KEVIN L	352.00	N
137810	09/06/2022	PORT-A-JOHNS	180.00	N
137811	09/06/2022	POWER DMS INC	14,506.74	N
137812	09/06/2022	RAINBOW GLASS & SUPPLY INC	150.00	N
137813	09/06/2022	RAMIREZ, RITA M	416.00	N
137814	09/06/2022	READY MIXED CONCRETE COMPANY	21,074.89	N
137815	09/06/2022	REGAL AWARDS INC.	72.00	N
137816	09/06/2022	REVOLUTION WRAPS LLC	679.39	N
137817	09/06/2022	RIVER CITY RECYCLING	955.81	N
137818	09/06/2022	RTG BUILDING SERVICES INC.	6,665.00	N
137819	09/06/2022	SARPY COUNTY COURTHOUSE	4,452.00	N
137820	09/06/2022	SHERWIN-WILLIAMS	2,546.24	N
137821	09/06/2022	SIGN IT	2,719.80	N
137822	09/06/2022	SIRCHIE ACQUISITION COMPANY, LLC	467.27	N
137823	09/06/2022	SITE ONE LANDSCAPE SUPPLY LLC	186.85	N

Check #	Check Date	Vendor Name	Amount	Voided
137824	09/06/2022	SOUTHEAST LIBRARY SYSTEM	160.00	N
137825	09/06/2022	SOUTHERN UNIFORM AND TACTICAL, INC.	933.17	N
137826	09/06/2022	SUBURBAN NEWSPAPERS INC	664.56	N
137827	09/06/2022	SUN COUNTRY DISTRIBUTING LTD	83.26	N
137828	09/06/2022	TED'S MOWER SALES & SERVICE INC	513.08	N
137829	09/06/2022	THE COLONIAL PRESS, INC	525.79	N
137830	09/06/2022	THE SCHEMMER ASSOCIATES INC	1,611.25	N
137831	09/06/2022	TRACTOR SUPPLY CREDIT PLAN	60.63	N
137832	09/06/2022	TRANSPARENT LANGUAGE INC	1,200.00	N
137833	09/06/2022	TRUCK CENTER COMPANIES	839.08	N
137834	09/06/2022	TY'S OUTDOOR POWER & SERVICE	142.87	N
137835	09/06/2022	UNITED PARCEL SERVICE	37.99	N
137836	09/06/2022	VAL VERDE ANIMAL HOSPITAL INC	85.32	N
137837	09/06/2022	VERIZON CONNECT NWF, INC.	615.22	N
137838	09/06/2022	VERIZON WIRELESS	18.02	N
137839	09/06/2022	VERIZON WIRELESS	365.91	N
137840	09/06/2022	VIERREGGER ELECTRIC COMPANY	1,636.23	N
137841	09/06/2022	WALMART COMMUNITY BRC	722.46	N
137842	09/06/2022	WATKINS CONCRETE BLOCK CO INC	52.00	N
137843	09/06/2022	WESTLAKE HARDWARE INC NE-022	46.98	N
137844	09/06/2022	WESTLAKE HARDWARE INC NE-022	1,284.42	N
137845	09/06/2022	WHITE CAP LP	43.39	N
137846	09/06/2022	WIRELESS CCTV LLC	2,700.00	N
137847	09/06/2022	WOODHOUSE FORD-BLAIR	129.90	N

165 CHECKS PRINTED

TOTAL CLAIM AMOUNT:

\$2,993,470.03

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## COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
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APPROVED BY COUNCIL MEMBERS ON: 09/06/2022

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COUNCIL MEMBER

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**SEPTEMBER 6, 2022 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
FISCAL YEARS 22/23 & 23/24 MUNICIPAL BUDGET	RESOLUTION ◆ ORDINANCES RECEIVE/FILE	CINDY MISEREZ FINANCE DIRECTOR

**SYNOPSIS**

The following items have been prepared for Council consideration:

- The third and final reading of an Appropriations Ordinance to adopt the proposed municipal budget for FY23 and FY24
- The Master Fee Ordinance
- A public hearing has been scheduled to consider a resolution to increase the base of restricted fund authority in the budget

**FISCAL IMPACT**

The proposed budget is \$94,136,479 in FY23 and \$57,911,146 in FY24 in all funds. The final property valuation is \$2,220,556,943. The total proposed property tax request is \$11,661,007 in FY23 and \$11,661,007 in FY24 which requires a property tax levy of \$0.54 per \$100 of assessed valuation.

The changes to the Master Fee Ordinance are:

- Page 9: Increase cat and dog license fees and remove delinquent fees according to agreement with the Nebraska Humane Society.
- Page 10: Remove Police Officer Application Fee.
- Page 11: Remove charges for Response to Large Hazardous Materials Incidents and increase Rescue Squad Fees to match Papillion Fire & Rescue Dept. charges.
- Page 12: Add fees for Pickleball court and Walleyball court usage.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The Appropriations Ordinance is based on discussions from the budget workshops and Council discussion during the first and second readings of the budget. Additional modifications from the first and second reading are being recommended based on updated information primarily related to CIP projects and capital acquisition timelines.

A summary of the modifications is provided in the attached exhibit.

<b>Summary of Changes</b>		
<b>FY23 - FY24 Biennial Budget - First Reading to Final Reading</b>		
	<b>FY23</b>	<b>FY24</b>
<b>First and Second Reading - Budget Appropriation</b>	<b>79,575,086</b>	<b>57,698,478</b>
Personnel Services	199,360	25,699
Commodities, Contracts & Other Charges	(115,586)	(118,584)
Capital Outlay	30,996	146,500
Capital Improvement Program	11,757,447	-
Debt Service	(520,799)	199,118
Grant Expenditures	2,500,000	-
Transfers Out	709,975	(40,065)
Total	14,561,393	212,668
<b>Final Reading - Budget Appropriation</b>	<b>94,136,479</b>	<b>57,911,146</b>
	-	-

FY23 - FY24 Biennial Budget Itemized Changes - First Reading to Final Reading

<b>General Fund</b>			
<b>Category</b>	<b>Description</b>	<b>FY23</b>	<b>FY24</b>
Personnel Services	Updates	37,832	20,087
Personnel Services	Premium Pay	142,636	
	<b>Total Personnel Services</b>	<b>180,468</b>	<b>20,087</b>
Contractual Services	Update Utility Expenditures	(128,784)	(135,988)
Other Charges	Update	12,573	9,873
	<b>Total Other Charges</b>	<b>(116,211)</b>	<b>(126,115)</b>
Capital Outlay	Buildings: Pickup Truck	8,000	
Capital Outlay	Police: Marked UPB/SEB Police Cruisers	20,000	20,000
Capital Outlay	Police: Marked Cruisers for City Center	20,000	10,000
Capital Outlay	Police: Portable Radios	500	
Capital Outlay	Police: City Centre Radios	2,000	1,000
Capital Outlay	Police: K-9	3,500	
Capital Outlay	PW Streets: Dump Truck - Tandem Axle	20,000	
Capital Outlay	PW Streets: Equipment Trailer	5,000	
Capital Outlay	PW Streets: Coats Tire Changer	10,000	
Capital Outlay	PW Streets: Skid Steer	10,000	
Capital Outlay	PW Parks: Superintendent Vehicle	8,000	
Capital Outlay	Recreation: Exercise Equipment	500	500
Capital Outlay	Recreation: Truck for Events Coordinator	(30,000)	35,000
Capital Outlay	Recreation: Sound System (Lottery Funded)	7,750	
Capital Outlay	Recreation: Lighting System (Lottery Funded)	4,750	
Capital Outlay	Recreation: Staging System (Lottery Funded)	3,810	
Capital Outlay	Recreation: Power Distribution System	2,186	
Capital Outlay	PW Sports Complex: Fairway Mower	(65,000)	80,000
	<b>Total Capital Outlay</b>	<b>30,996</b>	<b>146,500</b>
Transfers Out	GF to Economic Development Program Fund	41,042	-
Transfers Out	GF to Off-Street Parking	198,300	2,811
	<b>Total Transfers Out</b>	<b>239,342</b>	<b>2,811</b>
	<b>Total Increase (Decrease) in Appropriation</b>	<b>334,595</b>	<b>43,283</b>

<b>Sewer Fund</b>			
<b>Category</b>	<b>Description</b>	<b>FY23</b>	<b>FY24</b>
Personnel Services	Updates	4,932	3,160
Personnel Services	Premium Pay	6,997	
Contractual Services	Update Utilities Expenditures	2,336	2,327
Capital Improvement	SEWR21001 8110 Park View Sanitary Sewer (FY22 Carryover)	20,000	-
Transfers Out	SF to Sewer Reserve Fund	220,633	(42,876)
	<b>Total Increase (Decrease) in Appropriation</b>	<b>254,898</b>	<b>(37,389)</b>

<b>Sewer Reserve Fund</b>			
<b>Category</b>	<b>Description</b>	<b>FY23</b>	<b>FY24</b>
	<b>Total Increase (Decrease) in Appropriation</b>	<b>-</b>	<b>-</b>

<b>Debt Service Fund</b>			
<b>Category</b>	<b>Description</b>	<b>FY23</b>	<b>FY24</b>
Other Charges	County Treasurer Commission	(746)	(1,015)
	<b>Total Increase (Decrease) in Appropriation</b>	<b>(746)</b>	<b>(1,015)</b>

Capital Improvement Fund			
Category	Description (FY22 Carryover)	FY23	FY24
Capital Improvement	PARK19001 Applewood Creek Trail	459,805	
Capital Improvement	PARK22001 Reflection Plaza	50,000	
Capital Improvement	PARK22002 Dog Park	50,000	
Capital Improvement	STRT17003 Giles Road Widening	50,000	
Capital Improvement	STRT23011 UBAS Rehab Harrison to Josephine	400,000	
Capital Improvement	STRT21005 Signalized Intersection Improvements	56,000	
Capital Improvement	STRT22004 Cimarron Woods Aux Culvert Design	45,500	
Capital Improvement	STRT22006 72nd Storm Sewer Pipe Reroutes	50,000	
Capital Improvement	ADMN22001 Wayfinding Implementation	50,000	
Capital Improvement	CTHL15002 Municipal Campus Planning	150,000	
Capital Improvement	PARK17001 Mini Park Plan Improvements	50,000	
Capital Improvement	STRT22007 Brentwood Signal	40,000	
	<b>Total Increase (Decrease) in Appropriation</b>	<b>1,451,305</b>	<b>-</b>

Lottery Fund			
Category	Description	FY23	FY24
Personnel Services	Updates and Premium Pay	2,764	329
Transfers Out	LF to CIP	250,000	
	<b>Total Increase (Decrease) in Appropriation</b>	<b>252,764</b>	<b>329</b>

Economic Development Fund			
Category	Description	FY23	FY24
Grant Expenditures	Grant Schedule	2,500,000	-
	<b>Total Increase (Decrease) in Appropriation</b>	<b>2,500,000</b>	<b>-</b>

Off-Street Parking Fund			
Category	Description	FY23	FY24
Contractual Services	Update Utilities Expenditures	4,295	4,209
Capital Improvement	CMDV18002 City Centre Parking Garage #2 (FY22 Carryover)	5,500,000	-
	<b>Total Increase (Decrease) in Appropriation</b>	<b>5,504,295</b>	<b>4,209</b>

<b>Redevelopment Fund</b>			
<b>Category</b>	<b>Description</b>	<b>FY23</b>	<b>FY24</b>
Capital Improvement	STRT21002 Central Park Access Road - Parkview (FY22 Carryover)	1,232,000	-
Capital Improvement	STRT23005 Corridor 84 Streetscape - Phase 1C (FY22 Carryover)	165,000	-
Capital Improvement	PARK18001 The Link (FY22 Carryover)	3,389,142	-
	<b>Total Increase (Decrease) in Appropriation</b>	<b>4,786,142</b>	<b>-</b>

<b>Police Academy Fund</b>			
<b>Category</b>	<b>Description</b>	<b>FY23</b>	<b>FY24</b>
Personnel Services	Updates	2,046	2,123
Personnel Services	Premium Pay	2,153	
	<b>Total Increase (Decrease) in Appropriation</b>	<b>4,199</b>	<b>2,123</b>

<b>Qualified Sinking Fund</b>			
<b>Category</b>	<b>Description</b>	<b>FY23</b>	<b>FY24</b>
	<b>Total Increase (Decrease) in Appropriation</b>	<b>-</b>	<b>-</b>

**TIF 1A**

<b>Category</b>	<b>Description</b>	<b>FY23</b>	<b>FY24</b>
Debt Service	Update	(164,061)	(180,192)
Other Charges	County Commission	(1,657)	(1,821)
	<b>Total Increase (Decrease) in Appropriation</b>	<b>(165,718)</b>	<b>(182,013)</b>

**TIF 1B**

<b>Category</b>	<b>Description</b>	<b>FY23</b>	<b>FY24</b>
Debt Service	Update	(343,168)	(81,113)
Other Charges	County Commission	(3,466)	(820)
	<b>Total Increase (Decrease) in Appropriation</b>	<b>(346,634)</b>	<b>(81,933)</b>

**TIF 1C**

<b>Category</b>	<b>Description</b>	<b>FY23</b>	<b>FY24</b>
Debt Service	Update	(35,025)	(38,139)
Other Charges	County Commission	(354)	(385)
	<b>Total Increase (Decrease) in Appropriation</b>	<b>(35,379)</b>	<b>(38,524)</b>

**TIF 1D**

<b>Category</b>	<b>Description</b>	<b>FY23</b>	<b>FY24</b>
Debt Service	Update	21,455	498,562
Other Charges	County Commission	217	5,036
	<b>Total Increase (Decrease) in Appropriation</b>	<b>21,672</b>	<b>503,598</b>

	<b>Grand Total All Funds</b>	<b>14,561,393</b>	<b>212,668</b>
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<b>FY23 - FY24 Biennial Budget - Appropriation Changes from First Reading to Final Reading</b>	<b>FY23</b>	<b>FY24</b>
Personnel Services	199,360	25,699
Commodities	-	-
Contractual Services	(122,153)	(129,452)
Maintenance	-	-
Other Charges	6,567	10,868
<b>Total Operations</b>	<b>83,774</b>	<b>(92,885)</b>
<b>Capital Outlay</b>	<b>30,996</b>	<b>146,500</b>
<b>Capital Improvement</b>	<b>11,757,447</b>	<b>-</b>
<i>(FY22 Carryover)</i>		
<b>Debt Service</b>	<b>(520,799)</b>	<b>199,118</b>
<b>Grant Expenditures</b>	<b>2,500,000</b>	<b>-</b>
<b>Transfers Out</b>	<b>709,975</b>	<b>(40,065)</b>
<b>Total</b>	<b>14,561,393</b>	<b>212,668</b>
	-	-

## ORDINANCE NO. 1455

AN ORDINANCE TO APPROPRIATE THE SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL OF THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2022 AND ENDING ON SEPTEMBER 30, 2023; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2023 AND ENDING ON SEPTEMBER 30, 2024 SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT TO BE APPROPRIATED FOR EACH OBJECT OR PURPOSE; SPECIFYING THE AMOUNT TO BE RAISED BY TAX LEVY; PROVIDING FOR THE FILING AND CERTIFICATION OF THE BUDGET AND TAX LEVY HEREIN SENT TO THE STATE AUDITOR AND COUNTY CLERK OF SARPY COUNTY; AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

Section 1. That after complying with all procedures required by law, the proposed budget presented and set forth in the budget statements, as amended, is hereby approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2022, through September 30, 2023 and the fiscal year beginning October 1, 2023, through September 30, 2024. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of La Vista. The following amounts appropriated shall be raised primarily as follows. The budget document, as amended, together with the amount to be received from personal and real property taxation to fund the adopted budget, shall be filed with and certified to the County Clerk of Sarpy County, Nebraska for use by the levying board, and shall be filed with the Auditor of Public Accounts, State Capital, Lincoln, Nebraska, as provided by law.

Fund	Proposed Budget of Disbursements and Transfers FY23	Proposed Budget of Disbursements and Transfers FY24	Amount to be Raised by Property Tax Levy FY23	Amount to be Raised by Property Tax Levy FY24
General Fund	25,747,918.00	26,290,574.00	11,102,784.00	11,102,784.00
Sewer Fund	7,413,040.00	5,131,985.00	0.00	0.00
Sewer Reserve	0.00	0.00	0.00	0.00
Debt Service Fund	11,346,960.00	9,608,829.00	888,223.00	888,223.00
Capital Fund	7,874,305.00	4,620,000.00	0.00	0.00
Lottery Fund	1,557,973.00	1,096,110.00	0.00	0.00
Economic Development	6,649,636.00	1,149,525.00	0.00	0.00
Off-Street Parking	11,640,079.00	2,234,871.00	0.00	0.00
Redevelopment Fund	20,752,806.00	5,566,109.00	0.00	0.00
Police Academy Fund	202,265.00	208,559.00	0.00	0.00
Qualified Sinking Fund	0.00	250,000.00	0.00	0.00
TIF – City Centre Phase 1A	389.569.00	401,545.00	0.00	0.00
TIF – City Centre Phase 1B	491.954.00	799,142.00	0.00	0.00
TIF – City Centre Phase 1C	48.302.00	50,299.00	0.00	0.00
TIF – City Centre Phase 1D	21,672.00	503,598.00	0.00	0.00
<b>Total All Funds</b>	<b>94,136,479.00</b>	<b>57,911,146.00</b>	<b>11,991,007.00</b>	<b>11,991,007.00</b>

Section 2. This ordinance shall take effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 6TH DAY OF SEPTEMBER 2022.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, TO INCREASE THE BASE OF RESTRICTED FUNDS AUTHORITY IN THE FISCAL YEAR 2023 MUNICIPAL BUDGET BY AN ADDITIONAL ONE PERCENT.

WHEREAS, the Mayor and City Council, after notice and public hearing as required by state statute, approved the Fiscal Year 2023 municipal budget on September 6, 2022; and

WHEREAS, the unused restricted funds authority was included in the notice of budget hearing; and

WHEREAS, an increase in the base of restricted funds authority by an additional one percent in the Fiscal Year 2023 municipal budget is allowed following the approval of at least 75% of the governing body.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize an increase in the base of restricted funds authority in the Fiscal Year 2023 municipal budget by an additional one percent.

PASSED AND APPROVED THIS 6TH DAY OF SEPTEMBER 2022.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

## ORDINANCE NO. 1456

AN ORDINANCE TO AMEND ORDINANCE NO.~~14481454~~, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

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

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

#### Building Permit

(Building valuation is determined by the most current issue of the ICC Building Valuation Data)

General	\$30 Base fee + see building fee schedule
Commercial/Industrial	\$30 Base fee + see building fee schedule

#### Plan Review Fee

Commercial (non-refundable)	\$100 or 10% of building permit fee (whichever is greater)
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#### Design Review (non-refundable)

Tenant Bay Façade Renovation	\$500 (min. fee or actual fee incurred)
Bldgs. 24,999 sq. ft. or less	\$1,500 (min. fee) (or actual fee incurred)
Bldgs. 25,000 – 49,999 sq. ft.	\$2,000 (min. fee) (or actual fee incurred)
Bldgs. 50,000 -99,999 sq. ft.	\$3,000 (min. fee) (or actual fee incurred)
Bldgs. 100,000 + sq. ft.	\$4,000 (min. fee) (or actual fee incurred)

#### Replacement Plan Review Fee

#### Engineer's Review

#### Rental Inspection Program

##### License Fees:

Multi-family Dwellings	\$6.00 per unit
Single-family Dwellings	\$50.00 per property
Duplex Dwellings	\$50.00 per unit
Additional Administrative Processing Fee (late fee)	\$100.00

##### Inspection Fees:

Primary Inspection	No charge
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Class B Property Inspection (after primary inspection):	
Violation corrected	No charge
Violation not corrected	See Re-inspection Fee below
Re-inspection Fee (no show or follow up inspection)	See Re-inspection Fee below

Re-inspection Fee	\$100.00
Vacant Property Registration Fee	<p>\$250 Original Registration Fee</p> <p>\$500 First Renewal</p> <p>\$1,000 Second Renewal</p> <p>\$2,000 Third Renewal</p> <p>\$2,500 Fourth Renewal</p> <p>\$2,500 Fifth and Subsequent Renewals</p>
Penalty Fee Refund Policy	3x Regular permit fee 75% will be refunded when the project is cancelled or not complete within one year. No refund will be given after one year. (Sewer Hook-up Fee is 100% refunded)
Certificate of Occupancy	\$ 50
Temporary Certificate of Occupancy	\$750
Pre-occupancy fee (Occupancy without C.O.)	\$750
Temporary Use Permit (includes tents, greenhouses, event structures)	\$ 50 plus \$10/day
Sign Permit	\$150/sign
Identification Sign, Incidental Sign	\$75/sign
Master Sign Plan (more than 1 sign)	\$150
Common Sign Plan	\$150
Temporary Sign Permit: Non-profit or tax exempt organization	\$0
All other temporary signs	\$ 30/year
Tower Development Permit	\$8,500(min fee) (or actual fee incurred)
Co-locates – Towers	\$5,000(min fee) (or actual fee incurred)
Small Wireless Facilities	\$500 per application for up to five small wireless facilities
Support Structure for Small Wireless Facilities	\$250 per structure
Eligible Facilities Permit	\$250 per application (or actual fee incurred)
Tarp Permit (valid for 6 months)	\$ 30
Solar Panel Permit	\$ 30
Satellite Dish Permit	\$ 30
Wading/Swimming Pools at residence	\$ 30
Dedicated Electrical circuit for pumps	\$ 30
Mechanical Permits	\$30 Base fee + See mechanical fee schedule
Plumbing Permits	\$30 Base fee + See plumbing fee schedule
Sewer Repair Permit	\$30
Backflow protector permit	\$ 30 (\$22 permit & \$8 backflow)
Underground Sprinklers	\$ 30 (\$22 issue fee & \$8 fixture)
Electrical Permits	\$30 Base Fee + See electrical fee
City Professional License (Plumbers; Mech. Contractors)	\$ 15 and a \$1,000,000
Liability, and a \$500,000 bodily injury insurance Certificate per each occurrence	
Also a \$5,000 Bond is required, naming the City as the recipient.	
Demolition of building	\$250 plus Insurance Certificate
Moving Permit (buildings 120 square feet or greater)	\$250 plus Insurance Certificate

Sheds and Fences	\$ 30.00
Sidewalks	\$ 30.00
Driveway Replacement	\$ 30.00
Driveway Approach w/o curb cut or grinding	\$ 30.00
With curb requiring cut plus the 4' apron on each side)	
Contractor (Contractor performs curb cut or grind)	\$ 30.00 plus \$1.00/ft.
City Charge (if City performs curb cuts)	\$50 + \$5/ft. (\$40 set up fee; \$10 permit fee)
City charge (if City performs curb grinds)	\$50 + \$6/ft. (\$40 set up fee; \$10 permit fee)
Utility Cut Permit	\$30.00
Appeal Fee Regarding Issuance or Denial of Curb Cut/Driveway	
Approach Construction Permit	\$250
Street Paving, Surfacing, Resurfacing, Repairing, Sealing or	
Resealing Permit	\$ 30.00/Yearly
Appeal Fee Regarding Issuance or Denial of Street Paving,	
Resurfacing, etc. Permit	\$250

#### **RIGHT-OF-WAY PERMIT FEES**

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

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

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

**FIRE INSPECTION FEES****Plan Review Fees**

Commercial Building	10% of building permit fee with a maximum of \$1,000
Fire Sprinkler Plan Review	
1-20 devices	\$100.00
21-50 devices	\$200.00
51-100 devices	\$300.00
101-200 devices	\$400.00
201-500 devices	\$500.00
Over 500 devices	\$500.00 plus \$1.00 per device over 500
Fire Alarm Plan Review	\$50.00

**Child Care Facilities:**

0 – 8 Children	\$50.00
9 – 12 Children	\$55.00
13 or more children	\$60.00

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**Foster Care Homes:**

Inspection	\$25.00
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**Liquor Establishments:**

Non-consumption establishments	\$60.00
Consumption establishments	\$85.00

**Nursing Homes:**

50 beds or less	\$55.00
51 to 100 beds	\$110.00
101 or more beds	\$160.00

**Fire Alarm Inspection:**

Four year license (Test)	\$100.00
NICET	\$25.00 per year NICET certification last
Annual test (witnessed)	\$30.00

**Sprinkler Contractor Certificate:**

Annual	\$100.00
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**Fuels Division:****Above ground Hazardous Substance Storage Tanks (Title 158)**

Registration	\$25.00 per tank
Re-registration	\$25.00 per tank (Required whenever change is made to tank or contents)

**Above ground Petroleum Storage Tanks (Title 153, Chapter 17)**

Inspection Fee	\$50.00 (Per installation regardless of the number of tanks)
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**Underground Storage Tanks (Title 159, Chapter 2)**

Farm, residential and heating oil tanks	
(tanks with a capacity of 1100gallons or less)	\$10.00 one-time registration fee
All other tanks	\$30.00 per tank, annually
Petroleum Release Remedial Action Fund	\$90.00 per tank, annually
Tank installation	\$60.00 per tank
Piping only installation	\$60.00

**GRADING PERMIT FEES**

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

**TAX INCREMENT FINANCING (TIF) APPLICATION FEES**

Ordinance No. 1454

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

**PACE PROGRAM**

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

**ZONING FEES**

Comprehensive Plan Amendment	\$500
Zoning Map Amendment (rezoning)	\$500
Zoning Text Amendment	\$500
Zoning Verification Letter	\$50
Subdivision Text Amendment	\$500
Conditional Use Permit (1 acre or less)	\$300
Conditional Use Permit (more than 1 acre)	\$500
Conditional Use Permit Amendment	\$200
Flood Plain Development Permit	\$500
Administrative Plat – Lot Split, Lot Consolidation or Boundary Adjustment	\$750+ additional fee of \$250 for review of revised drawings
Preliminary Platting	\$1,000 +additional fee of \$250 for review of revised drawings
Final Platting	\$1000+additional fee of \$250 for review of revised drawings
Subdivision Agreement	\$500 (min. fee) or actual fee incurred
Revised Preliminary Plat	\$500+additional fee of \$250 for review of revised drawings
Replat	\$1500 +additional fee of \$250 for review of revised drawings
P.U.D.	\$1,000+additional fee of \$250 for review of revised drawings
P.U.D. Amendment	\$500 (min. fee) or actual fee incurred

Vacation of Plat and Right of Way Vacation	\$150
Variance, Appeals, Map Interpretation (B.O.A.)	\$250
Watershed Fees –apply to all new development or significant redevelopment as specified in Exhibit "G" to the interlocal agreement for the Papillion Creek Watershed Partnership: (fees are remitted to Papillion Creek Watershed Partnership)	
<b><u>OCCUPATION TAXES</u></b>	
Publication fees	\$Actual cost
Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class I Liquor License Holder	\$500
Class L Liquor License Holder	\$500
Class Z Liquor License Holder	\$500
Class AB Liquor License Holder	\$400
Class AD Liquor License Holder	\$600
Class ADK Liquor License Holder	\$800
Class AK Liquor License Holder	\$400
Class ABK Liquor License Holder	\$600
Class BK Liquor License Holder	\$400
Class CK Liquor License Holder	\$800
Class DK Liquor License Holder	\$600
Class IB Liquor License Holder	\$700
Class IBK Liquor License Holder	\$900
Class ID Liquor License Holder	\$900
Class IDK Liquor License Holder	\$1100
Class IK Liquor License Holder	\$700
Special Designated Permit – Liquor Control	\$ 50/day except non-profits
Transfer of Liquor License from One Location to Another	\$ 25
(These fees are in addition to the State Fee Requirement)	
Amusement Concessions (i.e. Carnivals)	\$ 10/concession/day
(This would include any vendors set up for special functions at the La Vista Sports Complex)	

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

Auto repair	\$100
Banks, small loan and finance companies	\$250 plus \$75/each detached facility.
Barber shops, beauty salons, tanning & nail salons	\$ 75 plus \$10 per operator over one.
Bowling Alleys or Billiard/Pool Halls	\$ 50/year + \$10/table or alley (Additional fees for Restaurants or Drinking Places if applicable)
Car washes	\$100 (includes all vacuum & supply vending machines)
Circus, Menagerie or Stage Show	\$ 50/day
Collecting agents, detective agents or agencies and bail bondsmen	\$ 75
Construction/Tradesmen	\$ 75 and a \$1,000,000
Liability, \$500,000 bodily injury insurance certificate	
Convenience stores	\$ 75 (Additional fees for Restaurants or Drinking Places if applicable)
Convenience store with car wash	\$120 (Includes all vacuum & supply vending machines)
Dry cleaning or laundry and tailoring	\$ 50
Funeral homes	\$150

Gaming Device Distributors	5% of gross receipts (non-profits exempt)
Games of Chance/Lotteries	5% of gross receipts (non-profits exempt)
Games of Chance/Lottery License Fee	\$ 50/1st location - \$10/ea additional
Gas Companies	5% of gross receipts
Hawkers/Peddlers	\$ 75/day or \$500/year

## Home Occupations (not specified elsewhere)

Home Occupation Permit Application Fee	\$30
Home Occupation 1 and Child Care Home	\$50
Home Occupation Conditional Use Permit – see Zoning Fees	

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

Mobile Food Vendors	\$100/year
Movie theatres	\$150/complex and \$75/viewing room (Additional fees for Restaurants or Drinking Places if applicable)
Music, Vending, & Pinball Machines	\$ 20/year/machine +Service

Provider Fee of \$75.00 for business outside the City that provides machines for local businesses

Nurseries, greenhouses, landscaping businesses, and tree trimmers	\$ 75
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Nursing homes, assisted living, hospitals and retirement homes	\$ 5 per bed
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Pawnbrokers	\$ 1.00/pawnbroker
transaction evidenced by a pawnbroker card or ledger entry per Neb. Rev. Stat. Section 69-204. Minimum of \$30/year	

Professional services - engineers, architects, physicians, dentists, chiropractors, osteopaths, accountants, photographers, auctioneers, veterinarians, attorneys, real estate offices and insurance agents or brokers - \$75 plus \$10 per agent or professional over one (1)

Recreation businesses - indoor and outdoor	\$100
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Restaurants, Drinking Places, and drive-in eating establishments	\$ 50 (5 employees or less) \$100 (more than 5 employees) Effective 10/1/19 – Fee of 1.5% of gross receipts pursuant to Municipal Code Section 113.10
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Retail, Manufacturing, Wholesale, Warehousing and Other - Any person or entity engaged primarily in a manufacturing, wholesale, and/or warehousing business shall pay an Occupation Tax based on the schedule below and the actual interior or enclosed square

footage of facilities in the City used by said person or entity in the conduct of such business; and any person or entity engaged in a business of making retail sales of groceries, clothing, hardware, notions, furniture, home furnishings, services, paint, drugs, or recreational equipment, and any other person or entity engaged in a business for which an Occupation Tax is not specifically provided elsewhere in this Ordinance, shall pay an Occupation Tax based on the schedule below and actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; provided, however, that persons or entities that use a basement or one or more additional floors in addition to the main floor (the main floor being the floor with the greatest total square footage) in the conduct of one or more specified businesses of sales at retail shall determine square footage for purposes of the Occupation Tax imposed hereunder based on the square footage of the entire main floor plus one-half (1/2) of the square footage of all such basement and additional floors.

0	999 sq. ft.	\$ 50
1,000	2,999 sq. ft.	\$ 65
3,000	4,999 sq. ft.	\$ 80
5,000	7,999 sq. ft.	\$ 120
8,000	9,999 sq. ft.	\$ 150
10,000	14,999 sq. ft.	\$ 200
15,000	24,999 sq. ft.	\$ 225
25,000	39,999 sq. ft.	\$ 300
40,000	59,999 sq. ft.	\$ 400
60,000	99,999 sq. ft.	\$ 500
100,000	and greater	\$ 750

Schools - trade schools, dance schools, music schools, nursery school or any type of school operated for profit	\$ 50
Service providers, such as persons, firms partnerships or corporations delivering any product, good or service whatsoever in nature within the City	\$ 75
Service stations selling oils, supplies, accessories for service at retail	\$ 75 + \$25.00 for attached car wash
Telephone Companies (includes land lines, wireless, cellular, and mobile)	5% of gross receipts
Telephone Surcharge - 911	\$1.00 per line per month
Tobacco License	\$ 15 (based on State Statute)
Tow Truck Companies	\$ 75
Late Fee (Up to 60 days)	\$ 35
Late Fee (60-90 days)	\$ 75
Late Fee (over 90 days)	Double Occupation tax or \$100, whichever is greater
<b><u>CONVENIENCE FEES</u></b>	
Restaurant & Drinking Places Occupation Tax, Hotel Occupation Tax, and General Business Occupation Tax Payments through online portal Credit Cards, Debit Cards, & Digital Wallet	2.5% of transaction + \$0.30
E-Checks	\$1.50 for transactions $\leq$ \$60,000
All Other Payments	
Credit Cards	3% of transaction with \$2 minimum transaction
E-Checks	\$3 for transactions $\leq$ \$10,000 \$10 for transactions $>$ \$10,000

**OTHER FEES**

## Barricades

Deposit Fee (returnable)	\$ 60/barricade
Block Parties/Special Event	\$ 5/barricade per day
Construction Use	\$30 ea. (7 days maximum)

Blasting Permit	\$1,000
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Bucket Truck Rental w/operator	\$150 per hour
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Charging Station Fees	
Standard Charge Station	\$2/hr. – First 6 hours
Rapid Charge Station	\$0.33/min. after 6 hours \$5/hr. – First 2 hours \$.033/min. after 2 hours

Community Garden Plot Rental	\$20 annually
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Conflict Monitor Testing	\$200
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Cat License Fee (per cat – limit 3)	\$6.25 <del>12</del> each if spayed/neutered
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\$16.25 <del>25</del> \$25 each if not spayed/neutered
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\$10 each ( <del>delinquent</del> ) if spayed/neutered
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\$30-20 each ( <del>delinquent</del> ) if not spayed/neutered
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Late FeeLate Fee

Senior Citizen Discount (Age 65+)	Free if spayed/neutered
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Dog License Fee (per dog – limit 3)	\$6.25 <del>12</del> each if spayed/neutered
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\$16.25 <del>25</del> \$25 each if not spayed/neutered
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\$10 each ( <del>delinquent</del> ) if spayed/neutered
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\$30-20 each ( <del>delinquent</del> ) if not spayed/neutered
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Late FeeLate Fee

Senior Citizen Discount (Age 65+)	Free if spayed/neutered
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Dog/Cat License Handling Fee (in addition to above fees)	\$5
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Dog or Cat License Replacement if Lost	\$46
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Dog or Cat Capture and Confinement Fee	\$10 + Boarding Costs
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MAXIMUM OF 4 DOGS AND/OR CATS WITH NO MORE THAN 3 OF EITHER SPECIES

Election Filing Fee	1% of Annual Position Salary
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Fireworks Sales Permit (Non-Profits)	\$2,000
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Handicap Parking Permit Application Fee State	\$ Currently Not Charging Per
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Natural Gas Franchisee Rate Filing Fee (For rate changes not associated w/the cost of purchased gas.)	Per Agreement
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Open Burning Permit	\$ 10
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Parking Permit Fees:

Monthly Parking – Covered Stall \$50/Month per permit  
 Monthly Parking – Uncovered Stall \$25/Month per permit  
 Off-Street Parking – 3 hours free (\$0), after which \$1.00/hr. up to \$10/day  
 (Parking Day runs 6a.m. – 6a.m.)  
 On-Street Parking – free (\$0) with three (3) hour limit

**Parking Ticket Fees**

If paid within 7 days of violation date	\$ 20 (\$5 + \$15 admin fee)
If paid after 7 days of violation date but within 30 days	\$ 25 (\$10 + \$15 admin fee)
If paid after 30 days of violation date	\$ 35 (\$20 + \$15 admin fee)

**Pawnbroker Permit Fees:**

Initial	\$ 150
Annual Renewal	\$ 100

Pet Store License \$ 50 (In addition to Occ. License)

Police Officer Application Fee \$ 20

Public Assembly Permit (requires application and approval) \$ 00

Returned Check Fee (NSF) \$ 35

Storage of Explosive Materials Permit \$ 100

Towing/Impound Fee \$ 30

Trash Hauling Permit \$ 25/yr./truck + \$25,000  
Performance Bond

**PUBLIC RECORDS**

Request for Records \$15.00/Half Hour + Copy Costs\* (May be subject to deposit)

Audio Tapes \$5.00 per tape  
Video Tapes or CD/DVD \$10.00 per tape/CD

\*Copy costs shall be established by the Finance Director

Unified Development Ordinance \$100

Comprehensive Plan \$ 50

Zoning Map \$5 11"x17"  
\$10 12"x36"  
\$30 36"x120"

Zoning Ordinance w/Map \$ 30  
Subdivision Regulations \$ 30

Future Land Use Map \$5 11"x17"  
\$10 12"x36"  
\$30 36"x120"

Ward Map \$ 2

Fire Report \$ 5  
Police Report \$ 5

Police Photos (5x7) \$ 5/ea. for 1-15  
\$ 3/ea. for additional

Police Photos (8x10) \$10/ea. for 1-15  
\$ 5/ea. for additional

Police Photos (Digital)	\$10/ea. CD
Criminal history	\$10

**FALSE AND NUISANCE ALARMS**

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

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

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

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

**RESPONSE TO LARGE HAZARDOUS MATERIALS INCIDENTS**

~~A Dispatch and mobilization charge of \$300 + mileage shall be charged for response to any incident where no action is taken. If services are provided, the following rates shall apply:~~

~~Response Vehicles: One hour minimum charge. All charges will be made to the closest 1/4 hour. Mileage will be charged at \$8.00 per mile per vehicle.~~

Pumper/Tanker Truck	\$500/hour
Weed Truck	\$150/hour
Aerial Ladder Truck	\$750/hour
Utility Vehicle	\$200
Command Vehicle	\$100

**Equipment Charges:**

Jaws of Life	\$250
Power Saw	\$75
Hydraulic jack/chisels	\$75
Cribbing Blocks	\$10
Winehes	\$10

Air Bags \$50

High Lift Jack \$20

~~Supplies: The actual City cost of the supplies plus 25% shall be charged for all supplies including but not limited to safety flares, Class A foam, Class B foam, absorbent pads, absorbent material, salvage covers, and floor dry.~~

**RESCUE SQUAD FEES**

Basic Life Support Emergency	\$650750
Basic Life Support Non-Emergency	\$450750
Advanced Life Support Emergency I	\$750850
Advanced Life Support Emergency 2	\$9501050
Advanced Life Support Non-Emergency	\$550850
Mileage - per loaded mile	\$ 4517

**LIBRARY FEES**

Membership (Non-Resident Family)	6 month	\$ 35.00
	1 year	\$ 60.00
	1 month	\$ 7.00
Fax Fines		\$2.00 up to 5 pages
Books		\$.05/day
Audio Books/Board Games/CDs		\$.10/day
DVDs/		\$ 1.00/day
Playaway device		\$ 1.00/day
Board Game not returned to Circulation Desk		\$5.00
Damaged & Lost items		\$5.00 processing fee + actual cost
Color Copies		\$.50
Copies		\$.10
PLA filament		\$.10/gram
Inter-Library Loan		\$3.00/transaction
Lamination – 18" Machine		\$2.00 per foot
Lamination – 40" Machine		\$6.00 per foot
Children's Mini-Camp		-\$15.00
Seasonal/Special Workshops		\$15.00

**RECREATION FEES**

Refund Policy (posted at the Community Center)	\$10.00 administrative fee on all approved refunds
Late Registration Fee <u>Community Center</u>	\$10.00

	Resident	Non-Resident	Business Groups
Facility Rental			
Gym (1/2 Gym)	\$ 38/Hour	\$ 75/Hour	\$ 75/Hour
Gym (Full)	\$ 75/Hour	\$150/Hour	\$150/Hour
Gym/Stage (Rental)	\$400/Day	\$500/Day	\$500/Day
Whole Community Center	\$600/Day	\$800/Day	\$800/Day
Game Room	\$ 22/Hour	\$ 44/Hour	\$ 44/Hour
Meeting Rooms (Rental)	\$ 12/Hour/Room	\$ 22/Hour/Room	\$ 27/Hour
Kitchen (Rental)	\$ 19/Hour	\$ 27/Hour	\$ 33/Hour
<u>Pickleball Court</u>	<u>\$7/hour</u>	<u>\$10/hour</u>	
<u>Seniors 55+</u>	<u>Free</u>	<u>\$2/hour</u>	
Racquetball/ <u>Wallyball</u> Court	\$ 7/Hour	\$ 1410/Hour	\$ 1410/Hour
Stage (Rental)	\$ 12/Hour	\$ 22/Hour	\$ 27/Hour
Facility Usage	Resident	Non-Resident	
Daily Visit (19 and up)	\$ 3.00	\$ 4.00	
Daily Visit (Seniors 55+)	\$ -0-	\$ 2.00	
Fitness Room (19 and up)			
Membership Card	\$27.00/month		
(Exercise Room, Gym, Racquetball/Wallyball Courts)			
(Mon - Fri 8:00 -5:00 pm)	\$3.00	\$ 4.00/Visit	
Gym (19 and up)			
(Mon - Fri 8:00 -5:00 pm)	\$3.00	\$ 4.00/Visit	
Resident Punch Card	\$50.00		

(20 punches)	
Non-resident Punch Card	\$35.00
(10 punches)	
Senior (Resident)	\$-0-
Non-resident Sr. Punch Card	\$20.00
(10 punches)	

Variety of programs as determined by the Recreation Director  
Fees determined by cost of program

Classes

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

Contract Instructor Does Registration and Collects Fees

Fields:

Tournament Fees	\$ 30/Team/Tournament
Tournament Field Fees	\$ 40/Field/Day
Field Rentals (Resident and Non Resident)	\$ 40 / 2 Hours
Gate/Admission Fee	10% of Gross

Parks

Open Green Space	\$100/Event	
	<u>Resident</u>	<u>Non Resident</u>
Model Airplane Flying		
Field Pass	\$30*	\$40*

\* includes \$10 club membership 1 – year license

Park Shelters	\$15/3 hours	\$25/3 hours
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Swimming Pool	<u>Resident</u>	<u>Non-Resident</u>
Youth Daily	\$ 2	\$ 4
Adult Daily	\$ 3	\$ 4
Resident Tag	\$ 2	
Family Season Pass	\$105	\$165
Youth Season Pass	\$ 65	\$ 95
Adult Season Pass	\$ 75	\$105

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

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

Youth Recreation Programs

	<u>Resident</u>	<u>Non-Resident</u>
Coed T-Ball Ages 5-6	\$ 45/55	\$60/70
Softball/Baseball Ages 7-8	\$ 50/60	\$65/75
Softball/Baseball Ages 9-10	\$ 65/75	\$85/95
Softball/Baseball Ages 11-12	\$ 75/85	\$105/115
Softball/Baseball Ages 13-14	\$ 85/95	\$105/115
Softball/Baseball Age 15-18	\$110/120	\$140/150

Basketball Clinic	\$ 17/27	\$22/32
Basketball Grades 3-8	\$ 55/65	\$65/75
Soccer Academy	\$ 33/43	\$53/63
Flag Football	\$ 33/43	\$53/63
Volleyball	\$ 55/65	\$65/75

3 yr. old Soccer Clinic	\$17/27	\$22/33
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Programs

Adult Volleyball– Spring	\$ .55	\$ .55
Adult Spring Softball – Single	\$215	\$215
Adult Spring Softball – Double	\$420	\$420

Adult Volleyball – Fall/Winter	\$110	\$110
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Adult Fall Softball – Single	\$120	\$120
Adult Fall Softball – Double	\$235	\$235
Senior Spring Softball	\$15 per game per team	
Senior Fall Softball	\$17 per game per team	

**Special Services Van Fees**

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

**Section 2. Sewer Fee Schedule.****§3-103 Municipal Sewer Department; Rates.**

- A. **Levy of Sewer Service Charges.** The following sewer service charges shall be levied against the user of premises, property or structures of every kind, nature and description, which has water service from any supply source and are located within the wastewater service area of the City of La Vista.
- B. **Computation of Sewer Service Charges.** For the months of December, January, February and March, the monthly charge for residential sewer services will be computed on the actual water used for these months. The monthly charge for residential sewer service in the months of April, May, June, July, August, September, October and November will be computed on the average water usage of the four (4) preceding winter months of December, January, February and March or for such portion of said consumption, whichever is the lesser. At the option of the City of La Vista, water used from private wells shall be either metered or estimated for billing purposes.
- C. **Amount of Sewer Service Charges.** The total sewer service charge for each sewer service user will be the sum of three (3) charges: (1) customer charge, (2) flow charge, and (3) abnormal charge.
  1. The customer charge is as follows
    - a. For sewer service users classified as Residential, the same being sewer service to a single family dwelling, or a duplex, apartment, or other multi-family dwelling (e.g. apartments) wherein each dwelling unit has a separate water meter that is read and charged for water and sewer use by the Metropolitan Utilities District - \$12.7212.97 per month.
    - b. For sewer service users classified as Residential-Multi-Family, the same being sewer service to Multi-Family dwellings (e.g. apartments) wherein there is only a separate water meter to each building or complex that is read and charged for water and sewer use by the Metropolitan Utilities District - \$13.6413.91 per month.
    - c. For sewer service users classified as General Commercial: Customers who normally use less than 100,000 cubic feet of water per month and who are not Residential users or Residential-Multi-Family users - \$13.6413.91 per month. For sewer service users in this category that require manual billing, add \$10.00 for a total of \$23.6423.91. The manual billing of the customer charge will come from the City of La Vista instead of the Metropolitan Utilities District.
  2. The flow charge for all sewer service users shall be \$4.164.41 per hundred cubic feet (ccf).
  3. If users have abnormal strength sewage as determined by the terms of the Wastewater Service Agreement between the City of La Vista and the City of

Omaha, then additional charges will be billed to the user at the applicable rates as determined by said Agreement.

4. If users other than those classified herein are connected to the wastewater collection system, the Customer Charges, the Flow Charges and Other Charges will be determined by the City Council in accordance with rules and regulations of the EPA and the Agreement between the City of La Vista and the City of Omaha.

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

	Effective 1/1/2020	Effective 1/1/2021
Residential		
Single Family Dwelling	\$1,364	\$1,432
Duplex	\$1,364/unit	\$1,432/unit
Multiple Family	\$ 1,064/unit	\$1,117/unit
Commercial/Industrial	\$7,407/acre of land as platted	\$7,777/acre of land as platted
Park/Common Area (incl. Athletic Fields)		\$435/acre of land as platted

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

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

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

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

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

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

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

**Section 6. Repeal of Ordinance No.1448.** Ordinance No. 145448 as originally approved on March 15August 2, 2022 and all ordinances in conflict herewith are hereby repealed.

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

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

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

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

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

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

PASSED AND APPROVED THIS 2ND6TH DAY OF AUGUSTSEPTEMBER 2022.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, MMC  
City Clerk

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**SEPTEMBER 6, 2022 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMENDING THE COMPENSATION ORDINANCE & SETTING RATES OF AUTO & PHONE ALLOWANCES	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	KEVIN L. POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

**SYNOPSIS**

An ordinance has been prepared to amend the compensation ordinance to reflect the following items established as part of the FY23 municipal budget:

- For all City employees not covered by a collective bargaining agreement, the range for salary increases will be 0-7% in accordance with the adopted pay matrix effective January 1, 2021.
- A 3.5 percent increase for members of the Fraternal Order of Police in conjunction with their contract.
- A 1.5 percent increase in the wage matrix to maintain wage competitiveness with the market.

A resolution has been prepared to authorize monthly auto and cellular phone allowances for FY23.

**FISCAL IMPACT**

The FY23 municipal budget includes funding for the proposed amendments.

**RECOMMENDATION**

Approval and waiver of three readings.

**BACKGROUND**

The proposed budget for FY22 reflects pay adjustments for the fifth year of a five-year contract with the La Vista Fraternal Order of Police and a change in the employee performance evaluation and compensation methodologies for employees not covered by a collective bargaining agreement. Members of the FOP will receive salary increases of 3.5% for FY23. For all other City employees, the range for salary increases will be 0-7% in accordance with the adopted pay matrix effective January 1, 2021.

Staff has proposed to eliminate the seasonal PW years of service steps and have only one pay grade for part-time & seasonal PW all division employees. In addition, Landscape Gardener is added with the FY23 budget proposal and Assistant Planner was erroneously listed as salaried exempt when it should be hourly non-exempt. Finally, today's market indicates Human Resources Director and Finance Director positions are under market in our current pay grades. To remain competitive, we are recommending the HR Director and Finance Director pay grade be set at 25.

The proposed budget for FY23 also includes allowance for auto and cellular phone. Staff proposed no changes to the auto and cellular phone allowances.

**Definition to Phone Allowance Tiers**

**Tier 1** – Business justification for the use of a cell phone either at work or for after work hours.

**Tier 2** – Business justification for the use of a cell phone for work and after work hours for public safety needs, coordinating city activities, and/or supervision of city operations.

**Tier 3** – Business justification for the use of a cell phone for work and after work hours that require the availability at a moment's notice, lack of regular access to city land-line during business hours, and/or regular city business is conducted on the cell phone.

Cell Phone Tiers		
Tier		Amount
1		\$30
2		\$60
3		\$90

Car Allowance Tiers		
Tier	Mileage	Amount
1	<50	\$30
2	50 - 149	\$50
3	150 - 249	\$100
4	250>	\$150
5	Contract	\$300

**ORDINANCE NO. 1427-1457**

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

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

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

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

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

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

Position	Pay Grade
Asst. City Administrator/Dir. Community Services	28
City Clerk	22
City Engineer	24
Community Development Director	25
Director of Administrative Services	28
Director of Public Works	28
Finance Director	<u>2425</u>
Human Resources Director	<u>2325</u>
Library Director	22
Police Chief/Director of Public Safety	28
Recreation Director	22

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

Position	Pay Grade
Accountant	19
Assistant to City Administrator	18
<u>Assistant Planner</u>	<u>17</u>
Assistant Recreation Director	19
Building Superintendent	20
Chief Building Official	20
Communication Manager	20
Community Events Coordinator	18
Deputy City Clerk	16
Deputy Director Public Works	24
Deputy Community Development Director	21
Financial Analyst	18
Information Technology Manager	20
Librarian II – Inter-Library Loan/Public Services	16
Librarian III - Assistant Director/Youth Services	18
Park Superintendent	20
Police Captain	23
Police Records Manager/Office Manager	14

Position (salaried exempt cont.)	Pay Grade
Police Training Director	20
Police Training Instructor	16
Senior Services Manager	18
Street Superintendent	20
Youth and Adult Sports Manager	17

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

Position	Pay Grade
Administrative Assistant I	5
Administrative Assistant II	8
Administrative Assistant III	10
<b>Assistant Planner</b>	<b>17</b>
Building Inspector II	16
Building Maintenance Worker I	9
Building Maintenance Worker II	11
Building Technician	13
Code Enforcement Officer	12
Communication Specialist	15
Engineer Assistant	18
Executive Assistant	13
Human Resources Generalist	15
<b>Landscape Gardener</b>	<b>11</b>
Librarian I	15
Librarian II – Computer/Reference Services	16
Maintenance Worker I	9
Maintenance Worker II	11
Mechanic	11
Park Foreman	14
Permit Technician	8
Police Sergeant	426
Police Officer	423
Police Data Entry Clerk	6
Sewer Foreman	14
Shop Foreman	15
Signal Technician	14
Street Foreman	14

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

Position	Pay Grade
Assistant Pool Manager	C
Circulation Clerk I	A
Circulation Clerk II	D
Clerical Assistant/Receptionist	D
Custodian	C
Evidence Technician	F
Intern/Special Projects	D
Lifeguard	A
<b>Part-time &amp; Seasonal PW All Divisions</b>	<b>C</b>
Pool Manager	E
Recreation Attendant	A
<b>Seasonal PW All Divisions 1-5 Years</b>	<b>A</b>
<b>Seasonal PW All Divisions 5+ Years</b>	<b>C</b>
Shop Assistant	AC
Special Services Bus Driver	C
Temporary/PT Professional (PW)	H

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

Section 8. Pay for Performance. Employees not covered by a collective bargaining agreement or express employment contract shall be subject to the City's Pay for Performance (PFP) compensation system as outlined in Council Policy Statement. PFP salary ranges are set forth in Section 20 of this Ordinance. For Fiscal year 2022-2023 the range for salary increases will be 0-7% in accordance with the adopted pay matrix.

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

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

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

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

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

Section 13. Special Provisions.

- A. Employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska, covering the period from October 1, 2018 through September 30, 2023," shall receive compensation and benefits and enjoy working conditions, as described, provided and limited by such Agreement. The terms of such Agreement shall supersede any provisions of this Ordinance inconsistent therewith and be deemed incorporated herein by this reference.
- B. Holiday Pay shall be compensated as set forth in the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista for police officers and as set forth in the Personnel Manual for all other ~~full-time~~ full-time employees.
- C. Subject to subsection 14.D. hereof, each full time hourly non-exempt employee of the City shall be entitled to receive overtime pay at the rate of one and one half times the employee's regular rate for each hour worked in excess of forty hours during a work week. If called out at any time other than during regular assigned work hours during the pay period, such employee shall be entitled to compensation at the rate of one and one half times the regular rate for each hour so worked, provided that in no case shall an employee receive less than two hours overtime pay for such call out work, and further provided there shall be no pyramiding of hours for purposes of computing overtime. For purposes of this subsection an employee's "regular rate" shall be the sum of his or her hourly rate specified in Section 6 of this Ordinance and any longevity pay due under this Ordinance.

- D. Police Department employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska," described in subsection 14.A hereof shall, as provided in such Agreement, be paid overtime at one and one half times the employee's hourly rate (including any longevity allowance) for each hour worked in excess of 80 hours during any 14 day work period coinciding with the pay period established by Section 16 of this Ordinance.
- E. All Management Exempt Employees and all Salaried Exempt Employees are considered to be salaried employees and shall not be eligible for overtime pay, holiday pay, or other special pay as provided by this section.
- F. Public Works Employees who are required to wear protective footwear may submit to the City for reimbursement for the cost of work boots in an amount not to exceed \$150.
- G. Public Works Employees may submit to the City for reimbursement for the difference in cost between a Nebraska Driver's License and a "CDL" driver's license within 30 days of obtaining a CDL license when a CDL license is required as a part of the covered employee's job description.
- H. Public Works Employees shall be provided by the City five safety work shirts in each fiscal year at no cost to the employee.
- I. Employees not covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista" and who are otherwise eligible, shall be paid overtime at the rate of one and one-half times the employee's hourly rate for all hours worked ~~ever forty in the pay periods that that~~ encompass the annual La Vista ~~Days~~ celebration ~~outside of their normally scheduled work day., except, that if an employee uses any sick leave, vacation leave, personal leave, or comp time during the corresponding pay periods, such leave time shall offset any overtime earned.~~ Overtime earned will not be offset by any holiday that falls during the above referenced pay periods.
- J. An increase of the fixed dollar amount specified in Section 1 above shall take effect with respect to all members of the City Council on and after the first day of the first full term of office of any member of the City Council that begins after the Ordinance making the increase is effective. An increase of the fixed dollar amount specified in Section 2 above shall take effect on and after the first day of the first full term of office of Mayor that begins after the Ordinance making the increase is effective

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

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

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

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

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

**Section 18. Vacation Leave.** Upon satisfactory completion of six months continuous service, regular full-time employees and permanent part-time employees shall be entitled to vacation leave. Such vacation shall not be used in installments of less than one hour. Increments of vacation leave of less than four hours must have 48 hours prior approval and can be taken only at the beginning or at the end of the workday.

**Section 19. Vacation Entitlement.**

- A. All full-time employees whose employment is governed by the Agreement described in Section 14, Paragraph A. of this Ordinance shall earn, accrue and be eligible for vacation as provided in such Agreement.
- B. All other full-time Hourly Non-Exempt Employees shall earn: six (6) days of paid vacation during the first year of continuous full-time employment; eleven (11) days of paid vacation during the second year of continuous full-time employment; and thereafter, eleven (11) days of paid vacation during each subsequent year of continuous full-time employment, plus one (1) additional day of paid vacation for each year of continuous full-time employment in excess of two years. Notwithstanding the foregoing, no employee shall earn more than twenty-three (23) days of paid vacation per employment year.
- C. All Management Exempt Employees, and Salaried Exempt Employees, shall earn ten (10) days paid vacation during the first year of continuous employment, and one (1) additional vacation day for each additional year of continuous employment not to exceed twenty-six (26) days.
- D. All Permanent Part Time Employees working a minimum of twenty (20) hours per week shall earn forty (40) hours of paid vacation time per year after six (6) months of employment. Total paid vacation time earned per year shall not exceed forty (40) hours.
- E. Full Time Exempt and Non-Exempt Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 220 hours.
- F. Permanent Part Time Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 110 hours.

## Section 20. Wage Tables.

### Full Time Wages

Grade		Minimum	Midpoint	Maximum	Grade		Minimum	Midpoint	Maximum
32	Hourly	72.75	87.32	101.89	16	Hourly	26.79	32.15	37.51
	Annual	151,329	181,629	211,930		Annual	55,715	66,868	78,022
31	Hourly	67.94	81.55	95.15	15	Hourly	25.37	30.46	35.54
	Annual	141,322	169,619	197,915		Annual	52,779	63,354	73,929
30	Hourly	63.48	76.20	88.91	14	Hourly	24.08	28.90	33.73
	Annual	132,044	158,487	184,930		Annual	50,079	60,118	70,157
29	Hourly	59.37	71.27	83.16	13	Hourly	22.89	27.48	32.06
	Annual	123,493	148,233	172,972		Annual	47,615	57,150	66,686
28	Hourly	55.54	66.66	77.78	12	Hourly	21.76	26.12	30.47
	Annual	115,522	138,654	161,787		Annual	45,257	54,322	63,386
27	Hourly	52.03	62.45	72.87	11	Hourly	20.73	24.88	29.03
	Annual	108,215	129,890	151,565		Annual	43,115	51,750	60,386
26	Hourly	48.75	58.52	68.28	10	Hourly	19.78	23.75	27.71
	Annual	101,401	121,715	142,029		Annual	41,143	49,393	57,643
25	Hourly	45.70	54.85	64.01	9	Hourly	18.89	22.68	26.46
	Annual	95,058	114,097	133,136		Annual	39,300	47,165	55,029
24	Hourly	42.92	51.51	60.10	8	Hourly	18.08	21.70	25.32
	Annual	89,272	107,143	125,015		Annual	37,607	45,140	52,672
23	Hourly	40.29	48.36	56.44	7	Hourly	17.33	20.80	24.26
	Annual	83,808	100,597	117,386		Annual	36,043	43,254	50,465
22	Hourly	37.89	45.48	53.07	6	Hourly	16.62	19.95	23.28
	Annual	78,815	94,597	110,379		Annual	34,564	41,497	48,429
21	Hourly	35.68	42.82	49.97	5	Hourly	15.98	19.18	22.38
	Annual	74,208	89,068	103,929		Annual	33,236	39,889	46,543
20	Hourly	33.62	40.35	47.09	4	Hourly	15.35	18.43	21.50
	Annual	69,922	83,936	97,950		Annual	31,929	38,325	44,722
19	Hourly	31.70	38.05	44.40	3	Hourly	14.81	17.78	20.75
	Annual	65,936	79,147	92,358		Annual	30,814	36,986	43,157
18	Hourly	29.95	35.94	41.94	2	Hourly	14.30	17.16	20.03
	Annual	62,293	74,765	87,236		Annual	29,743	35,700	41,657
17	Hourly	28.30	33.97	39.63					
	Annual	58,865	70,650	82,436					

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### Full Time Wages

Grade	-	Minimum	Maximum
32	Hourly	\$71.68	\$100.38
	Annual	\$149,094	\$208,790
31	Hourly	\$66.94	\$93.75
	Annual	\$139,235	\$195,000
30	Hourly	\$62.54	\$87.59
	Annual	\$130,083	\$182,187
29	Hourly	\$58.49	\$81.93
	Annual	\$121,659	\$170,414
28	Hourly	\$54.72	\$76.63
	Annual	\$113,818	\$159,390

Grade	-	Minimum	Maximum
16	Hourly	\$26.39	\$36.96
	Annual	\$54,891	\$76,877
15	Hourly	\$25.00	\$35.02
	Annual	\$52,000	\$72,842
14	Hourly	\$23.72	\$33.23
	Annual	\$49,338	\$69,118
13	Hourly	\$22.55	\$31.59
	Annual	\$46,904	\$65,707
12	Hourly	\$21.44	\$30.02
	Annual	\$44,595	\$62,442

27	Hourly	\$51.26	\$71.79
	Annual	\$106,621	\$149,323
26	Hourly	\$48.03	\$67.27
	Annual	\$99,902	\$139,922
25	Hourly	\$45.03	\$63.06
	Annual	\$93,662	\$131,165
24	Hourly	\$42.28	\$59.22
	Annual	\$87,942	\$123,178
23	Hourly	\$39.70	\$55.60
	Annual	\$82,576	\$115,648
22	Hourly	\$37.33	\$52.28
	Annual	\$77,646	\$108,742
21	Hourly	\$35.15	\$49.23
	Annual	\$73,112	\$102,398
20	Hourly	\$33.12	\$46.40
	Annual	\$68,890	\$96,512
19	Hourly	\$31.23	\$43.75
	Annual	\$64,958	\$91,000
18	Hourly	\$29.51	\$41.32
	Annual	\$61,381	\$85,946
17	Hourly	\$27.88	\$39.05
	Annual	\$57,990	\$81,224

11	Hourly	\$20.42	\$28.60
	Annual	\$42,474	\$59,188
10	Hourly	\$19.49	\$27.30
	Annual	\$40,539	\$56,784
9	Hourly	\$18.62	\$26.07
	Annual	\$38,730	\$54,226
8	Hourly	\$17.81	\$24.95
	Annual	\$37,045	\$51,896
7	Hourly	\$17.07	\$23.90
	Annual	\$35,506	\$49,712
6	Hourly	\$16.37	\$22.94
	Annual	\$34,050	\$47,715
5	Hourly	\$15.74	\$22.05
	Annual	\$32,739	\$45,864
4	Hourly	\$15.12	\$21.18
	Annual	\$31,450	\$44,054
3	Hourly	\$14.60	\$20.44
	Annual	\$30,368	\$42,515
2	Hourly	\$14.09	\$19.73
	Annual	\$29,307	\$41,038

### Part-Time, Seasonal and Temporary Employee Wages

Grade		Minimum	Midpoint	Maximum
A	Hourly	11.36	13.62	15.89
	Annual	11,818	14,170	16,522
B	Hourly	12.84	15.41	17.98
	Annual	13,353	16,024	18,695
C	Hourly	13.90	16.64	19.39
	Annual	14,451	17,307	20,162
D	Hourly	13.97	16.75	19.53
	Annual	14,525	17,417	20,310
E	Hourly	15.94	19.13	22.33
	Annual	16,573	19,898	23,223
F	Hourly	16.67	20.03	23.40
	Annual	17,333	20,832	24,332
G	Hourly	18.33	22.01	25.68
	Annual	19,064	22,885	26,707
H	Hourly	23.67	28.63	33.59
	Annual	24,617	29,773	34,929

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**Part-Time, Seasonal and Temporary Employees Wages**

Grade	-	Minimum	Maximum
A	Hourly	\$11.20	\$15.65
	Annual	\$23,206	\$32,552
B	Hourly	\$12.84	\$17.98
	Annual	\$26,707	\$37,398
C	Hourly	\$13.90	\$19.39
	Annual	\$28,012	\$40,331
D	Hourly	\$13.97	\$19.53
	Annual	\$29,058	\$40,622
E	Hourly	\$15.94	\$22.33
	Annual	\$33,155	\$46,446
F	Hourly	\$16.67	\$22.33
	Annual	\$34,674	\$46,446
G	Hourly	\$18.33	\$25.68
	Annual	\$38,126	\$53,414
H	Hourly	\$23.67	\$33.09
	Annual	\$49,234	\$68,827

**Fraternal Order of Police**

**Table 400**  
**FOP Collective Bargaining**  
**Hourly Non-Exempt**

Rate	A	B	C	D	E	F
-	-	-	-	-	-	-
<b>426 Pay Grade</b>						
-						
Hourly	-	-	-	\$42.61	\$44.38	\$47.20
Monthly	-	-	-	\$7,386	\$7,693	\$8,184
Annually	-	-	-	\$88,629	\$92,310	\$98,176
-						
<b>423 Pay Grade</b>						
-						
Hourly	\$27.93	\$29.82	\$32.78	\$34.69	\$37.86	\$39.38
Monthly	\$4,841	\$5,169	\$5,682	\$6,013	\$6,562	\$6,826
Annually	\$58,094	\$62,026	\$68,182	\$72,155	\$78,749	\$81,910

**Fraternal Order of Police****Table 400  
FOP Collective Bargaining  
Hourly Non-Exempt**

Rate	A	B	C	D	E	F
<b>426 Pay Grade</b>						
Hourly				\$ 44.10	\$ 45.93	\$ 48.85
Monthly				\$ 7,644	\$ 7,961	\$ 8,467
Annually				\$ 91,728	\$ 95,534	\$ 101,608
<b>423 Pay Grade</b>						
Hourly	\$ 28.91	\$ 30.86	\$ 33.93	\$ 35.90	\$ 39.19	\$ 41.22
Monthly	\$ 5,011	\$ 5,349	\$ 5,881	\$ 6,223	\$ 6,793	\$ 7,145
Annually	\$ 60,133	\$ 64,189	\$ 70,574	\$ 74,672	\$ 81,515	\$ 85,738

Section 21. Repeal of Ordinance No. 4425-1427 Ordinance No. 4425-1427 originally passed and approved on the 7th-5th day of September-October 2021 is hereby repealed.

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

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

PASSED AND APPROVED THIS 5TH-6TH DAY OF OCTOBER-SEPTEMBER 2024-2022.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING MONTHLY VEHICLE AND MOBILE PHONE ALLOWANCES FOR SPECIFIC OFFICERS AND EMPLOYEES OF THE CITY.

WHEREAS, the Mayor and City Council establish by ordinance the compensation for officers and employees of the City of La Vista and said ordinance establishes that the Mayor and Council may additionally fix by resolution such vehicle and other allowances as may from time to time be fixed in the municipal budget; and

WHEREAS, the FY23 and FY24 municipal budgets establish funds for vehicle and mobile phone allowances for various officers, employees and volunteers of the City and are recommended by the Director of Administrative Services and City Administrator.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the following vehicle and cellular phone allowances:

<u>Tier</u>	<u>Monthly Vehicle Allowance</u>	<u>Tier</u>	<u>Monthly Phone Allowance</u>
Tier 1	\$30	Tier 1	\$30
Tier 2	\$50	Tier 2	\$60
Tier 3	\$100	Tier 3	\$90
Tier 4	\$150		
Tier 5	\$300		

PASSED AND APPROVED THIS 6TH DAY OF SEPTEMBER 2022.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

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Pamela A. Buethe, MMC  
City Clerk

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
SEPTEMBER 6, 2022 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PREMIUM PAY FOR ALL FULL-TIME AND PART-TIME EMPLOYEES	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	KEVIN POKORNÝ DIRECTOR OF ADMINISTRATIVE SERVICES

**SYNOPSIS**

A resolution has been prepared to approve premium pay for full-time and part-time employees who work between October 23, 2022 and December 17, 2022 not to exceed \$150,000 for all such payments.

**FISCAL IMPACT**

The FY22 General and Sewer Fund annual budgets have savings in wages and benefits that will carry forward and cover the costs and expenses connected with the premium pay.

**RECOMMENDATION**

Approval.

**BACKGROUND**

During FY22, as the City continued to recover from the adverse impact of COVID-19, many essential positions, throughout the organization became vacant and remain vacant today. Recruiting and hiring for some positions has been difficult and has resulted in current employees covering the extra workload. It is currently estimated that the vacant positions will result in over \$258,000 in FY22 salary and benefit savings in the General and Sewer Fund that will carry forward and cover costs and expenses connected with Premium Pay.

It is imperative that the City retain the current workforce who is essential to maintaining continuity of operations and infrastructure as the City continues to recruit to fill the vacant positions. As such, Premium Pay is recommended for all City employees, excluding the City Administrator, seasonal employees and elected officials, in an amount of up to one thousand dollars (\$1000) for each full-time employee and an amount of up to five hundred dollars (\$500) for each part-time employee, paid for actual hours worked at a rate of \$12.50 per hour between October 23, 2022 and December 17, 2022. All federal and state withholdings will apply. Premium Pay will be excluded from compensation for purposes of determining or allocating contributions or benefits to any retirement plan of the City that is qualified under Internal Revenue Code section 401(a).

## ORDINANCE NO. 1458

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA TO APPROVE FINDINGS, DETERMINATIONS, AND ONE-TIME, TEMPORARY PREMIUM PAY IN AN AMOUNT UP TO ONE THOUSAND DOLLARS (\$1,000) FOR EACH CITY FULL-TIME EMPLOYEE AND UP TO FIVE HUNDRED DOLLARS (\$500) FOR EACH CITY PART-TIME EMPLOYEE, EXCLUDING THE CITY ADMINISTRATOR, SEASONAL EMPLOYEES AND ELECTED OFFICIALS, PAID AT A RATE OF \$12.50 PER HOUR FOR HOURS WORKED FOR THE TIME PERIOD BEGINNING OCTOBER 23, 2022 THROUGH DECEMBER 17, 2022, IN TOTAL NOT TO EXCEED ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000); TO SPECIFY APPLICABLE CONDITIONS AND AUTHORIZE FURTHER ACTIONS; AND TO PROVIDE FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE HEREOF.

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

Section I. FINDINGS AND DETERMINATIONS. The Mayor and City Council make and approve the following findings and determinations:

1. The City during the 2022 fiscal year continued to deal with adverse impacts of COVID-19, including vacancies in many essential positions throughout the organization that remain vacant today;
2. Recruiting and hiring for some positions has been difficult, resulting in current employees covering extra workload;
3. Such vacancies and challenges are expected to continue in fiscal year 2023;
4. It is imperative that the City retain the current workforce, which is essential to maintaining continuity of operations and infrastructure as the City continues efforts to recover from the effects of COVID-19 and fill vacant positions;
5. As such, it is necessary and desirable to provide one-time, temporary premium pay for all City employees, excluding the City Administrator, seasonal employees and elected officials, in an amount of up to one thousand dollars (\$1,000) for each full-time employee and an amount of up to five hundred dollars (\$500) for each part-time employee, determined and paid at a rate of \$12.50 per hour for actual hours worked during the time period beginning October 23, 2022 through December 17, 2022 ("Premium Pay"), with the total amount of all Premium Pay payments not to exceed one hundred fifty thousand dollars (\$150,000);
6. It currently is estimated that vacant positions at the City will result in over \$258,000 in salary and benefit savings in the 2022 fiscal year that will be carried forward and cover costs and expenses connected with Premium Pay; and
7. Premium Pay will be subject to all applicable pay computations and deductions, including those outlined in City Personnel Rules and Regulations Handbook, Section 7.7 Pay Computations; provided, however, Premium Pay will be excluded from compensation for purposes of determining or allocating contributions or benefits to any retirement plan of the City that is qualified under Internal Revenue Code section 401(a).

Section II. PREMIUM PAY APPROVAL. One-time, temporary Premium Pay is approved for all City employees, excluding the City Administrator, seasonal employees and elected officials, in an amount up to one thousand dollars (\$1,000) for each City full-time employee and up to five hundred dollars (\$500) for each City part-time employee, determined and paid at a rate of \$12.50 per hour for actual hours worked during the time period beginning October 23, 2022 through December 17, 2022, subject to the following:

1. The total of all Premium Pay payments shall not to exceed one hundred fifty thousand dollars (\$150,000);
2. "Hours worked" for purposes of Premium Pay shall mean hours actually worked by an employee, excluding all vacation, sick, or other time when an employee is absent or not actually working;
3. Premium Pay shall be in addition to other compensation approved by the Mayor and City Council;
4. Premium Pay will be excluded from compensation for purposes of determining or allocating contributions or benefits to any retirement plan of the City that is qualified under Internal Revenue Code section 401(a). All other applicable pay computations and deductions, including those outlined in the City Personnel

Rules and Regulations Handbook, Section 7.7 Pay Computations, shall apply with respect to Premium Pay;

5. Premium Pay shall not be paid to members of the bargaining unit represented by La Vista Fraternal Order of Police Lodge No. 28 unless the City and said Lodge 28 enter into a written agreement stating that Premium Pay to members of such bargaining unit will be excluded from compensation for purposes of determining or allocating contributions or benefits under the City of La Vista Police Officers Retirement Plan and Trust, in form and content satisfactory to the City Administrator ("FOP Agreement"); and
6. Recitals at the beginning of this Ordinance are incorporated into this Ordinance by reference.

**Section III. AUTHORIZATION OF FURTHER ACTION.** The Mayor or City Administrator shall be authorized to take any action on behalf of the City as he or she determines necessary or appropriate to implement and carry out this Ordinance, including without limitation entering, executing or delivering on behalf of the City any FOP Agreement or any other contract, agreement, document or instrument.

**Section IV. SEVERABILITY.** If any section, subsection, sentence, or other part of this Ordinance is for any reason held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this Ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this Ordinance and each section, subsection, sentence, and part thereof, irrespective of the fact that any one or more sections, subsections, sentences, or parts be declared unconstitutional or invalid.

**Section V. PUBLICATION AND EFFECTIVE DATE.** This Ordinance shall be published and take effect in accordance with applicable law.

PASSED AND APPROVED THIS 6TH DAY OF SEPTEMBER 2022.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

LETTER AGREEMENT BETWEEN THE CITY OF LA VISTA, NEBRASKA AND THE  
FRATERNAL ORDER OF POLICE, LODGE NO. 28 REGARDING EXCLUSION OF  
TEMPORARY PREMIUM PAY FOR PURPOSES OF RETIREMENT BENEFITS

This will confirm that the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska agree as follows with respect to the bargaining unit covered by the Amended Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska:

Temporary premium pay of \$12.50 per hour ("Temporary Premium Pay") that is paid to any bargaining unit employee pursuant to Ordinance No. 1458 for actual hours worked from October 23, 2022 through December 31, 2022 (up to a maximum \$1,000 for a full time employee and maximum \$500 for a part time employee) shall be excluded for all purposes of the City of La Vista Police Officers Retirement Plan and Trust ("Plan") or Police Officers Retirement Act set forth in Neb. Rev. Stat. Sections 16-1001 through 16-1019 ("Act"). Not in limitation of the foregoing, all Temporary Premium Pay shall be excluded from compensation for purposes of determining or allocating contributions or benefits of or to any bargaining unit employee under the Plan or Act.

SO AGREED,



Scott Collett, President,  
La Vista Fraternal Order of Police Lodge No. 28

Date: August 31, 2022

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Brenda Gunn, City Administrator,  
City of La Vista, Nebraska

Date: \_\_\_\_\_

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS D LIQUOR LICENSE APPLICATION FOR CASEY'S RETAIL COMPANY DBA CASEY'S, 7203 HARRISON STREET, LA VISTA, NEBRASKA.

WHEREAS, Casey's Retail Company dba Casey's, 7203 Harrison 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 the Class D Liquor License application submitted by Casey's Retail Company dba Casey's, 7203 Harrison Street, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 6TH DAY OF SEPTEMBER 2022.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk



**LA VISTA POLICE DEPARTMENT  
INTER-DEPARTMENT MEMO**

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**TO:** Pam Buethe, City Clerk

**FROM:** Chief Robert S. Lausten

**DATE:** August 23, 2022

**RE:** LOCAL BACKGROUND- LIQUOR LICENSE- MANAGER  
CASEY'S

**CC:**

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The police department conducted a check of computerized records for criminal conduct regarding the applicant for the Class D Liquor License and Manager application. The Manager applicant (Krystal Carter) has no record in Sarpy County.

As with all Nebraska Retail Liquor Licenses, I am asking that the applicant strictly conform to Nebraska Liquor Control Commission rules and regulations under (Sec 53-131.01) Nebraska Liquor Control Act.

# APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
EMAIL: [lcc.frontdesk@nebraska.gov](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License  
Class: D

License Number:

**125162**

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Office Use Only

AUG 08 2022

Date Stamp HERE, OMA

DO NOT STAMP HERE, OMA

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

Office Use Only

NEW / REPLACING 124063

TOP Yes No

Hot List Yes No

Initial: HY

## PLEASE READ CAREFULLY

See directions on the next page. Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

APPLICANT NAME CASEY'S RETAIL COMPANY

TRADE (DBA) NAME CASEY'S #6173

PREVIOUS TRADE (DBA) NAME \_\_\_\_\_

CONTACT NAME AND PHONE NUMBER MORGAN WIERSCHKE - LEGAL, LICENSING SPECIALIST, PHONE: 515-446-6035

CONTACT EMAIL ADDRESS MORGAN.WIERSCHKE@CASEYS.COM

No fee subm. Htd

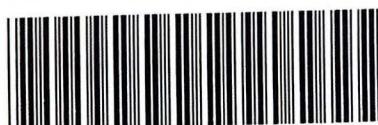
Office use only

PAYMENT TYPE Pay Port

AMOUNT \$400.00 RCPT

RECEIVED: 8-8-22

DATE DEPOSITED



2200008507

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES  
CHECK DESIRED CLASS**

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)

**CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31**

**ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30**

A BEER, ON SALE ONLY

B BEER, OFF SALE ONLY\*\*

C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE\*\*

Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES  NO

D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY\*\*

F BOTTLE CLUB,

I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY

Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES  NO

J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120

AB BEER, ON AND OFF SALE

AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE

IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license

Class G Growler endorsement (Submit Form 165) – Class C licenses only

\*\*Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES  NO

**ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE  
LICENSE IS ISSUED**

**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING**

Individual License (requires insert FORM 104)

Partnership License (requires insert FORM 105)

Corporate License (requires FORM 101 & FORM 103)

Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)**

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Firm Name \_\_\_\_\_

Email address \_\_\_\_\_

Should we contact you with any questions on the application? YES \_\_\_\_\_ NO \_\_\_\_\_

**PREMISES INFORMATION**Trade Name (doing business as) CASEY'S #6173Street Address 7203 HARRISON STCity LA VISTACounty SARPY 59Zip Code 68128-2901Premises Telephone number 402-592-4920Business e-mail address MORGAN.WIERSCHKE@CASEYS.COM

Is this location inside the city/village corporate limits

YES NO **MAILING ADDRESS (where you want to receive mail from the Commission)**

Check if same as premises

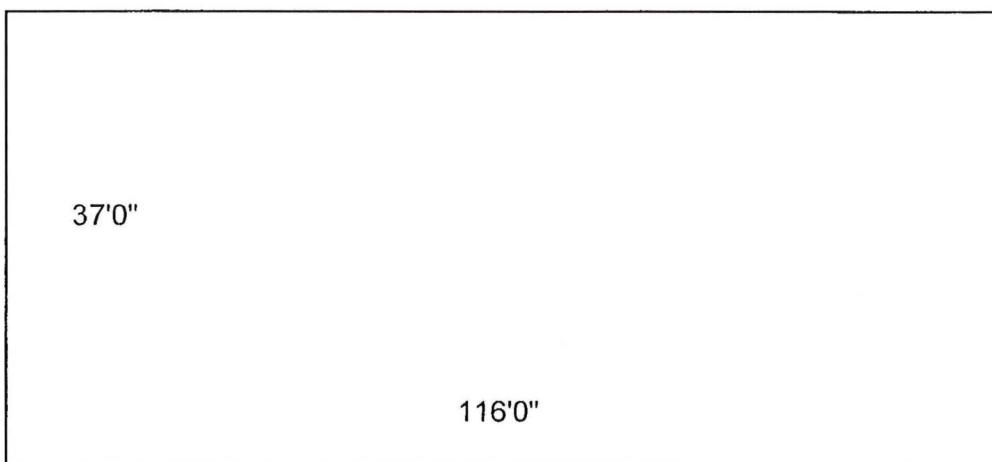
Name CASEY'S RETAIL COMPANY, ATTN: MORGAN WIERSCHKEStreet Address ONE SE CONVENIENCE BLVD, P.O. BOX 3001City ANKENYState IAZip Code 50021-9672**DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED**

IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED.

DO NOT SEND BLUEPRINTS, ARCHITECH OR CONSTRUCTION DRAWINGS

PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)

INDICATE THE DIRECTION OF NORTH

Building length 37'0" x width 116'0" in feetIs there a basement? Yes  No  If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feetIs there an outdoor area? Yes  No  If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feetNumber of floors of the building 1**PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET**

314

1141

10173

## APPLICANT INFORMATION

### 1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES \_\_\_\_\_ NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
PLEASE SEE ATTACHED SPREADSHEET				

2. Was this premise licensed as liquor licensed business within the last two (2) years?

YES \_\_\_\_\_ NO

If yes, provide business name and license number D-124063

3. Are you buying the business of a current retail liquor license?

YES \_\_\_\_\_ NO  
If yes, give name of business and liquor license number BUCKS, LLC DBA CASEY'S #6173, D-124063

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

YES \_\_\_\_\_ NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

- a) Submit a copy of the business purchase agreement \_\_\_\_\_
- b) Include a list of alcohol being purchased, list the name brand, container size and how many \_\_\_\_\_
- c) Submit a list of the furniture, fixtures and equipment \_\_\_\_\_

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

YES  NO

If yes, list the lender(s) N/A

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

YES  NO

If yes, explain. (all involved persons must be disclosed on application)

N/A

**No silent partners** 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

YES  NO

If yes, list such item(s) and the owner. N/A

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

YES  NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

N/A

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

YES  NO

N/A

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) **List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.**

UMB BANK- P.O. BOX 419226, KANSAS CITY, MO 64141 - CASEY'S CORPORATE ACCOUNTING DEPARTMENT

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

CASEY'S RETAIL COMPANY HOLDS ALCOHOL LICENSES IN THE STATE OF: AR, IA, IL, IN, KS, KY, MI, MN, MO, ND, NE, OH, OK, SD, TN, TX, WI.

**PLEASE SEE ATTACHED LIST.**

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
KRYSTAL CARTER	06/22/2024	RESPONSIBLE HOSPITALITY COUNCIL

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
KRYSTAL CARTER, REGION DIRECTOR FOR CASEY'S RETAIL COMPANY	09/10/2001-PRESENT	CASEY'S GENERAL STORES, INC, ONE SE CONVENIENCE BLVD, ANKENY, IA 50021

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

**Documents must be in the name of applicant as owner or lessee**

Lease expiration date \_\_\_\_\_  
 Deed  
 Purchase Agreement

14. When do you intend to open for business? 09/01/2022

15. What will be the main nature of business? CONVENIENCE STORE WITH CARRY OUT FOOD AND BEVERAGE

16. What are the anticipated hours of operation? 24 HOURS

17. List the principal residence(s) for the past 10 years for **ALL** persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR FROM	TO	SPOUSE CITY & STATE	YEAR FROM	TO
PLEASE SEE THE ATTACHED LIST					

If necessary, attach a separate sheet

# **CERTIFICATE OF COMPLETION RESPONSIBLE HOSPITALITY COUNCIL MANAGEMENT TRAINING**

This certificate is awarded to

## **Krystal Carter**

For completing the Hospitality Insighter Training and Lincoln Server/Seller Permit  
Training Date September 9th, 2021, Expires September 9th, 2024

**RESPONSIBLE HOSPITALITY COUNCIL**

*Tom Lorenz*

*September 9, 2021*

*Conan Shafer* *September 9, 2021*



RESPONSIBLE HOSPITALITY COUNCIL

**PERSONAL OATH AND CONSENT OF INVESTIGATION**  
**SIGNATURE PAGE –**  
**PLEASE READ CAREFULLY**

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

***Applicant Notification and Record Challenge:*** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

**Must be signed by all applicant(s) and spouse(s) owning more than 25% in the presence of a notary public  
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

  
Signature of **APPLICANT**  
(Do not sign until in the presence of the Notary Public)

FOR CASEY'S RETAIL COMPANY, BY STEPHEN P. BRAMLAGE JR., PRESIDENT

Printed Name of **APPLICANT**

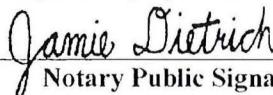
State of Iowa, County of Polk

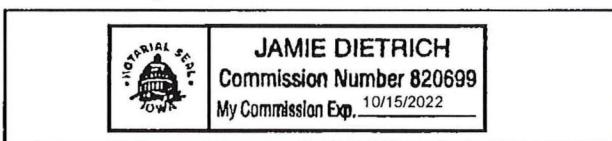
The foregoing instrument was acknowledged before me this  
**08/03/2022**

(Date)

By **STEPHEN P. BRAMLAGE JR.**

Name of person(s) signing document in front of Notary

  
Notary Public Signature



Signature of **SPOUSE**  
(Do not sign until in the presence of the Notary Public)

**N/A**

Printed Name of **SPOUSE**

State of Nebraska, County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this

(Date)

By \_\_\_\_\_  
Name of person(s) signing document in front of Notary

Notary Public Signature



**APPLICATION FOR LIQUOR LICENSE  
CORPORATION  
INSERT - FORM 3a**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

Office Use

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**NEBRASKA LIQUOR  
CONTROL COMMISSION**

**Officers, directors and stockholders holding over 25% shares of stock, including spouses, are required to adhere to the following requirements:**

- 1) All officers, directors and stockholders must be listed
- 2) President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Officers, directors and stockholders holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License Form 100 (even if a spousal affidavit has been submitted)

**Attach copy of Articles of Incorporation**

Name of Registered Agent: **CT CORPORATION**

**Name of Corporation that will hold license as listed on the Articles**

**CASEY'S RETAIL COMPANY**

Corporation Address: **ONE SE CONVENIENCE BLVD, P.O. Box 3001**

City: **ANKENY** State: **IA** Zip Code: **50021 - 9672**

Corporation Phone Number: **515-446-6035** Fax Number **515-446-6303**

Total Number of Corporation Shares Issued: **NONE**

**Name and notarized signature of President/CEO (Information of president must be listed on following page)**

Last Name: **BRAMLAGE** First Name: **STEPHEN** MI: **P**

Home Address: **1613 NW SEASONS DRIVE** City: **ANKENY**

State: **IA** Zip Code: **50023 - 9351** Home Phone Number: **515-381-5705**

FOR CASEY'S RETAIL COMPANY  
BY STEPHEN P. BRAMLAGE, PRESIDENT

**Signature of President/CEO**

**ACKNOWLEDGEMENT**

State of Iowa  
County of Polk

The foregoing instrument was acknowledged before me this

**AUGUST 3, 2022**

by **STEPHEN P. BRAMLAGE, PRESIDENT**

Date

*Jamie Dietrich*

name of person acknowledge

Affix Seal	 NOTARIAL SEAL IOWA	JAMIE DIETRICH Commission Number 820699 My Commission Exp. 10/15/2022	
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List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name: **BRAMLAGE** First Name: **STEPHEN** MI: **P**

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: **PRESIDENT** Number of Shares **0**

Spouse Full Name (indicate N/A if single): **MEGHAN ALLISON BRAMLAGE, NON PARTICIPATING SPOUSE**

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: **ROSS** First Name: **KORY** MI: **R**

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: **VICE PRESIDENT** Number of Shares **0**

Spouse Full Name (indicate N/A if single): **KERI ANN ROSS, NON PARTICIPATING SPOUSE**

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: **FABER** First Name: **SCOTT** MI: **A**

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: **SECRETARY** Number of Shares **0**

Spouse Full Name (indicate N/A if single): **KARI ANN FABER, NON PARTICIPATING SPOUSE**

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: **BEECH** First Name: **DOUGLAS** MI: **M**

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: **ASSISTANT SECRETARY** Number of Shares **0**

Spouse Full Name (indicate N/A if single): **JANETTE JOELL BEECH, NON PARTICIPATING SPOUSE**

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

List names of all officers, directors and stockholders including spouses (Even if a spousal affidavit has been submitted)

Last Name: **LARSEN** First Name: **ERIC** MI: **M**

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Title: **TREASURER** Number of Shares: **0**

Spouse Full Name (indicate N/A if single): **ANGELA DAWN LARSEN, NON PARTICIPATING SPOUSE**

Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Is the applying corporation controlled by another corporation/company?

YES       NO

If yes, complete controlling corporation insert form 185

Indicate the Corporation's tax year with the IRS (Example January through December)

Starting Date: MAY 1 Ending Date: APRIL 30

### Is this a Non-Profit Corporation?

YES       NO

If yes, provide the Federal ID # \_\_\_\_\_

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

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**AUG 08 2022**

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

  
Signature of **NON-PARTICIPATING SPOUSE**

MEGHAN A. BRAMLAGE

Print Name

State of **IOWA**, County of **POLK**

The foregoing instrument was acknowledged before me  
this 07/05/2022 (date)

MEGHAN A. BRAMLAGE  
by \_\_\_\_\_

Name of person acknowledged  
(Individual signing document)



Notary Public Signature



**JAMIE DIETRICH**  
Commission Number 820699  
My Commission Exp. 10/15/2022

  
Signature of **APPLICANT**

STEPHEN P. BRAMLAGE JR.

Print Name

State of **IOWA**, County of **POLK**

The foregoing instrument was acknowledged before me  
this 07/05/2022 (date)

STEPHEN P. BRAMLAGE JR.  
by \_\_\_\_\_

Name of person acknowledged  
(Individual signing document)



Notary Public Signature



**JAMIE DIETRICH**  
Commission Number 820699  
My Commission Exp. 10/15/2022

In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities.  
A ten day advance period is requested in writing to produce the alternate format.

**CONTROLLING CORPORATION  
INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

Office Use

**RECEIVED**

AUG 08 2022

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

**Attach copy of Articles as filed with the Nebraska Secretary of State - §53-126**

**Name and address of the controlling corporation of the applying corporation**

Controlling Corporation Name: **CASEY'S GENERAL STORES, INC.**

Controlling Corporation Address: **ONE SE CONVENIENCE BLVD, P.O. BOX 3001**

City: **ANKENY** State: **IA** Zip Code: **50021**

**Provide the names of the top four officer/members of the controlling corporation**

1. Full Name: **DARREN M. REBELEZ**

Job Title: **PRESIDENT & CEO**

2. Full Name: **DOUGLAS M. BEECH**

Job Title: **ASSISTANT SECRETARY, CASEY'S RETAIL COMPANY**

3. Full Name: **STEPHEN P. BRAMLAGE**

Job Title: **CHIEF FINANCIAL OFFICER & PRESIDENT FOR CASEY'S RETAIL COMPANY**

4. Full Name: **KORY R. ROSS**

Job Title: **VICE PRESIDENT FOR CASEY'S RETAIL COMPANY**

**MANAGER APPLICATION  
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

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**RECEIVED**

**AUG 08 2022**

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

**FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE  
PROCESSED**

**MANAGER MUST:**

- Complete all sections of the application. Be sure it is signed by a member or corporate officer, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who will not participate in the business, spouse must:

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. Be sure to complete both halves of this form.
- Need not answer question #1 of the application

Spouse who will participate in the business, the spouse must:

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required

BARCODE

**MANAGER APPLICATION  
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

Office Use

**MUST BE:**

- Include copy of US birth certificate, naturalization paper or current US passport
- Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- 21 years of age or older

---

**Corporation/LLC information**

CASEY'S RETAIL COMPANY  
Name of Corporation/LLC: \_\_\_\_\_

---

**Premise information**

Liquor License Number: \_\_\_\_\_ Class Type \_\_\_\_\_ (if new application leave blank)

CASEY'S #6173  
Premise Trade Name/DBA: \_\_\_\_\_

7203 HARRISON ST  
Premise Street Address: \_\_\_\_\_

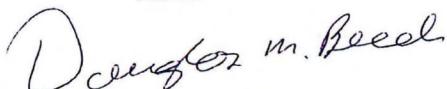
City: LA VISTA County: SARPY Zip Code: 68128

Premise Phone Number: 402-592-4920

Premise Email address: MORGAN.WIERSCHKE@CASEYS.COM

---

**The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).**



FOR CASEY'S RETAIL COMPANY, BY DOUGLAS M. BEECH, ASSISTANT SECRETARY

**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**

(Faxed signatures are acceptable)

**Manager's information must be completed below PLEASE PRINT CLEARLY**

Last Name: CARTER First Name: KRYSTAL MI: M

Home Address: 1616 NW 54TH CT

City: LINCOLN County: LANCASTER Zip Code: 68528 - 2194

Home Phone Number: 515-782-2301

Driver's License Number & State: [REDACTED]

Social Security Number: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: LINCOLN, NE

Email address: KRYSTAL.CARTER@CASEYS.COM

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES  NO

**Spouse's information**

Spouses Last Name: [REDACTED] First Name: [REDACTED] MI: [REDACTED]

Social Security Number: [REDACTED]

Driver's License Number & State: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: [REDACTED]

**APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS**

**APPLICANT**

**SPOUSE**

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
LINCOLN, NE	2018	2022			
PALMYRA, NE	2017	2018			
BENNET, NE	2011	2017			

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM	YEAR TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2009	2022	CASEY'S GENERAL STORES	DAVE JOHNSON	605-370-4654
2008	2009	PICTURE ME PORTRAITS	NO LONGER IN BUSINESS	N/A

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

**Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.**

Has anyone who is a party to this application, or their spouse, **EVER** been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, **include traffic violations**. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES       NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted ( City & State)	Description of Charge	Disposition
KRYSTAL CARTER	01/2021	LINCOLN, NE	SPD 11-15 MPH	PAID CITATION
KRYSTAL CARTER	UNKNOWN	LINCOLN, NE	FAILURE TO REGISTER VEHICLE	UNKNOWN
KRYSTAL CARTER	2002-2003	LINCOLN, NE	MINOR IN POSSESSION	UNKNOWN
KRYSTAL CARTER	2002-2003	LINCOLN, NE	FAILURE TO APPEAR	UNKNOWN
KRYSTAL CARTER	06/2021	LINCOLN, NE	OPERATING BOAT WITHOUT LIFE JACKET	PAID CITATION

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES       NO

**IF YES, list the name of the premise(s):**

CASEY'S - MULTIPLE NEBRASKA STORES - PLEASE SEE ATTACHED LIST

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES       NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

\*NLCC Training Certificate Issued: 06/22/2021 Name on Certificate: KRYSTAL MARIE CARTER

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
KRYSTAL MARIE CARTER	6/22/2021	RBST

\*For list of NLCC Certified Training Programs see training

**Experience:**

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
KRYSTAL CARTER, REGION DIRECTOR	August 2009	CASEY'S GENERAL STORES, NEBRASKA STORES

5. Have you enclosed form 147 regarding fingerprints?

YES       NO

### PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec 853-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

**Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.



Signature of Manager Applicant



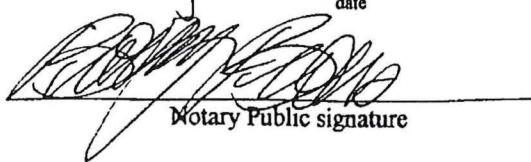
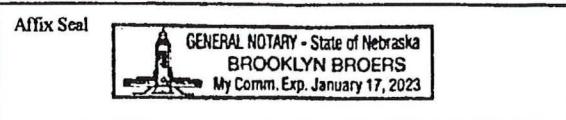
Signature of Spouse

#### ACKNOWLEDGEMENT

State of Nebraska  
County of Lancaster The foregoing instrument was acknowledged before me this

24<sup>th</sup> day of JUNE, 2021 date

by Krystal M. Carter  
NAME OF PERSON BEING ACKNOWLEDGED

  
Notary Public signature

In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/  
SUBMISSION OF FINGERPRINTS /  
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:**  
**DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the NSP PayPort online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to NSP can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***

The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
*Applicant(s) will not have cards to include with license application.*
- Fingerprints taken at local law enforcement offices may be released to the applicants;  
*Fingerprint cards should be submitted with the application.*

**Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

\*\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\*\*

Trade Name \_\_\_\_\_

Name of Person Being Fingerprinted: KRISTAL CARTER  
Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date of Birth:  Last 4 SSN:

Date fingerprints were taken: 6/17/62

Location where fingerprints were taken: NEBRASKA STATE PRISON 300 NW 12TH  
How was payment made to NSP? LINCOLN NE.

NSP PAYPORT  CASH

My fingerprints are already on file with the commission—fingers crossed!

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Kiss Cutte

**SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED**

# We the People

Of the United States,  
in Order to form a more perfect Union,  
establish Justice, insure domestic Tranquility,  
provide for the common defence,  
promote the general Welfare, and secure  
the Blessings of Liberty to ourselves and  
our Posterity, do ordain and establish this  
Constitution for the United States of America.



3

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT  
PASSEPORT  
PASAPORTE

UNITED STATES OF AMERICA

Type / Type / Tipo: Code / Code / Código: Passport No. / N° du Passeport / N° de Pasaporte

P

USA

548104462

Surname / Nom / Apellidos

CARTER

Given Names / Prénoms / Nombres

KRYSTAL MARIE

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

Place of birth / Lieu de naissance / Lugar de nacimiento

NEBRASKA, U.S.A.

Date of issue / Date de délivrance / Fecha de expedición

04 Aug 2016

Date of expiration / Date d'expiration / Fecha de caducidad

03 Aug 2026

Endorsements / Méthions Spéciales / Anotaciones

SEE PAGE 27

Sex / Sexe / Sexo

F

Authority / Autorité / Autoridad

United States

Department of State



P<USACARTER<<KRYSTAL<MARIE<<<<<<<<<<<<

5481044624USA8311106F2608031276448591<819712

Precinct: 01F03  
**Polling Place:** Party: DEM  
Air Park West Rec. Center  
3720 NW 46th St  
Lincoln  
Legislative District 21  
County Commissioner DIST 02  
Lincoln City Council DIST 04  
Lower Platte South NRD SubD 1  
Lincoln Public Schools  
LPS School Board DIST 03  
Southeast Com College Dist 4

Lancaster County, State of Nebraska  
**1985488**  
**Krystal M Carter**  
**1616 NW 54th Ct**  
**Lincoln, NE 68528**

**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

**RECEIVED**  
Office Use  
**KRYSTAL CARTER IS NOT MARRIED**  
**AUG 08 2022**

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity**. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Signature of **NON-PARTICIPATING SPOUSE**

Print Name

State of Nebraska, County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ (date)

by \_\_\_\_\_

**Name of person acknowledged  
(Individual signing document)**

Notary Public Signature

Affix Seal

Signature of **APPLICANT**

Print Name

State of Nebraska, County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ (date)

by \_\_\_\_\_

**Name of person acknowledged  
(Individual signing document)**

Notary Public Signature

Affix Seal

In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities.  
A ten day advance period is requested in writing to produce the alternate format.

FILED SARPY COUNTY NEBRASKA NEBRASKA DOCUMENTARY  
INSTRUMENT NUMBER STAMP TAX



**2022-16821**

Doc Tax: \$ Ex009

06/23/2022 01:34:36 PM

Recording fees paid:

\$16.00

Deb Houghtaling

Pages: 2

COUNTY CLERK/REGISTER OF DEEDS

By: JB

Submitter: TITLECORE NATIONAL, LLC

S-File



DEED

**Prepared by:** Jim Skloda, Casey's General Stores, Inc., P.O. Box 3001, Ankeny, IA 50021  
**Return to:** Stacie Coomes, Casey's General Stores, Inc., P.O. Box 3001, Ankeny, IA 50021

### QUIT CLAIM DEED

**THE GRANTOR, Buck's, LLC**, a Nebraska limited liability company, successor in interest by conversion to Buck's, Inc., in consideration of **One Dollar and other valuable consideration** receipt of which is hereby acknowledged, quitclaims and conveys to **Casey's Retail Company**, an Iowa corporation, Grantee, the following described real estate in **Douglas County, Nebraska**:

See Exhibit "A" attached hereto and made a part hereof.

*Sarpy*

Executed June 14, 2022.

BUCK'S, LLC

By:

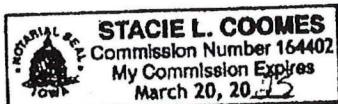
*Stephen P. Bramlage Jr.*

Stephen P. Bramlage Jr., President

STATE OF IOWA )  
 )  
COUNTY OF POLK )

The foregoing instrument was acknowledged before me on this 14 day of June, 2022 by Stephen P. Bramlage Jr. the President of Buck's, LLC, personally appeared before me, a General Notary Public for the State of Iowa and is either personally known to me or was identified by me through satisfactory evidence.

*Stacie L. Coomes*  
Notary Public



**Prepared by:** Jim Skloda, Casey's General Stores, Inc., P.O. Box 3001, Ankeny, IA 50021  
**Return to:** Stacie Coomes, Casey's General Stores, Inc., P.O. Box 3001, Ankeny, IA 50021

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**QUIT CLAIM DEED**

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*Sarpy*

See Exhibit "A" attached hereto and made a part hereof.

Executed June 14, 2022.

BUCK'S, LLC

By:

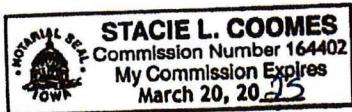
*Stephen P. Bramlage Jr.*

Stephen P. Bramlage Jr., President

STATE OF IOWA )  
 )  
COUNTY OF POLK )

The foregoing instrument was acknowledged before me on this 14 day of June, 2022 by Stephen P. Bramlage Jr. the President of Buck's, LLC, personally appeared before me, a General Notary Public for the State of Iowa and is either personally known to me or was identified by me through satisfactory evidence.

*Stacie L. Coomes*  
Notary Public



**EXHIBIT "A"**

Property Address: 7203 and 7301 Harrison Street, LaVista, Nebraska

Lot 1, in Schaefer's 1 Addition, an Addition to the City of LaVista in Sarpy County, Nebraska;

**AND**

Lot 5, in Schaefer's 1 Addition, an Addition to the City of LaVista in Sarpy County, Nebraska.

**PRIVACY ACT STATEMENT/  
SUBMISSION OF FINGERPRINTS /  
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
<http://www.nlc.state.ne.us>

Website: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

Office Use Only

**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:**

**DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE
- Fee payment of \$45.25 per person MUST be made DIRECTLY to the Nebraska State Patrol;  
It is recommended to make payment through the NSP PayPort online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to NSP can be mailed directly to the following address:  
\*\*\*Please indicate on your payment who the payment is for (the name of the person being  
fingerprinted) and the payment is for a Liquor License\*\*\*

The Nebraska State Patrol – CID Division  
3800 NW 12<sup>th</sup> Street  
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
*Applicant(s) will not have cards to include with license application.*
- Fingerprints taken at local law enforcement offices may be released to the applicants;  
*Fingerprint cards should be submitted with the application.*

**Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

Trade Name: CASEY'S RETAIL COMPANY

Name of Person Bring Fingerprinted: STEPHEN P. BRAMLAGE JR.

Date of Birth: \_\_\_\_\_ Last 4 SSN: \_\_\_\_\_ Date fingerprints were taken: \_\_\_\_\_

Location where fingerprints were taken: FINGERPRINTS ON FILE WITH NLCC

How was payment made to NSP?

NSP PAYPORT  CASH  CHECK SENT TO NSP CK # \_\_\_\_\_

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES  *11/22/2021*

FOR CASEY'S RETAIL COMPANY,  
BY STEPHEN P. BRAMLAGE JR., PRESIDENT

---

**SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED**

*Barry*

# We the People

*Of the United States,  
in Order to form a more perfect Union,  
establish Justice, insure domestic Tranquillity,  
provide for the common defence,  
promote its general Welfare, and secure  
the Blessings of Liberty to ourselves and  
our posterity; do ordain and establish this  
Constitution for the United States of America.*



**SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR**

# UNITED STATES OF AMERICA

PASSPORT  
PASSEPORT  
PASAPORT

5053009990

Surname / Nom / Apellido

BRAMBLE JR

Given Names / Prénoms /

STEPHEN PAUL  
NATIONAL GEOGRAPHIC MAGAZINE

UNITED STATES OF AMERICA

### Sex/Sexe/Sexo'

M

Authority / Autorité / Autoridad  
United States  
Department of State

1954

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**SEPTEMBER 6, 2022 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROFESSIONAL SERVICES AGREEMENT – PHASE II SERVICES 84 <sup>TH</sup> STREET UNDERPASS (ICONIC FEATURE)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

#### **SYNOPSIS**

A resolution has been prepared to approve a professional services agreement with METALAB for Phase II services, which includes design refinement, integration and cost estimation for the iconic feature over the 84<sup>th</sup> Street Underpass in an amount not to exceed \$32,600.

#### **FISCAL IMPACT**

The FY23/FY24 biennial budget provides funding for multiple potential public infrastructure improvements and associated services.

#### **RECOMMENDATION**

Approval.

#### **BACKGROUND**

On October 19, 2021 the City Council approved an agreement with Metalab to provide conceptual design services associated with an iconic element over the 84<sup>th</sup> Street Underpass. With the design of the underpass underway and understanding that the iconic feature will likely have an impact on the underpass structure, it was determined that preliminary design work related to the iconic feature should be conducted in conjunction with the work on the underpass. The two structures will be constructed in very close proximity and coordination of design work is essential.

Conceptual design work on the iconic structure has been completed and Metalab has provided a proposal for Phase II services, which include design refinement, integration, and cost estimation. With the conceptual design in hand Metalab will work with structural engineers and potential fabricators to discover any potential issues and work through any necessary adjustments to the design.

Also, the Phase II scope provides for Metalab to work with the design consultants (Design Workshop/Schemmer) for the streetscape/underpass project to refine how the iconic feature will integrate into the designs for that project. This will provide Design Workshop/Schemmer with the information necessary to finalize the design for the streetscape/underpass in order to meet the deadlines of the federal grant process.

As deliverables, the City will receive updated refined renderings and a cost estimate for the iconic feature.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH METALAB FOR PHASE II SERVICES FOR THE ICONIC FEATURE OVER THE 84<sup>TH</sup> STREET UNDERPASS IN AN AMOUNT NOT TO EXCEED \$32,600.00.

WHEREAS, the City Council of the City of La Vista has determined that phase II services are necessary; and

WHEREAS, the FY22/FY23 Biennial Budget provides funding for these services; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of a professional services agreement with METALAB for Phase II services for the iconic feature over the 84<sup>th</sup> Street Underpass in an amount not to exceed \$32,600.00.

PASSED AND APPROVED THIS 6TH DAY OF SEPTEMBER 2022.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, MMC  
City Clerk

# METALAB]

## Architecture

### **Consulting Architect Agreement for Design Conceptualization and Optimization**

1 September 2022

For: The City of La Vista, NE  
Attn: Rita Ramirez, Assistant City Administrator 8116 Park View Blvd.  
La Vista, NE 68128

Landscape Architect of Record  
Design Workshop  
c/o Robb Berg PLA, Principal 1390 Lawrence Street, Suite 100  
Denver, CO 80204

Consulting Architects  
Metalab, LLC  
c/o Joe Meppelink, Andrew Vrana 20 North Sampson  
Houston, TX 77003

For the Following Project (referred to herein as "the project"):

Pre-design services for the new 84th Streetscape in La Vista, Nebraska, herein referred to as the "La Vista Gateway" initially conceived by DW as a series of free-span structures integrated into the landscape, roadway, pedestrian pathways, and flatwork designed by Design Workshop (DW), Landscape Architects and their consultants. Metalab has worked with the City of La Vista and DW providing "narrative placemaking" and a conceptual design for a Gateway structure that was accepted for a second phase of development. Resolution of the concept with input from the entire design team, location and scale, structural design analysis, recommended fabrication methods with a focus on regional material and finish resources, connections, and components appropriate for assembly sequences and logistical planning for installation on the site are now being proposed to complete the conceptual pre-design work

We understand the Gateway project as follows:

As defined in Phase 1 the Gateway for 84th St, the structure spans the overpass and links the two sides defined as Civic Center Park and West Park. In addition to linking these civic spaces in geographic terms, we envision the Gateway unifying the land and sky in the form of a bold sculptural gesture. The Gateway is approximately 88' tall from the roadway level and constructed of carbon steel, stainless steel, concrete, and LED lighting.

Our design is inspired by giving sculptural presence to a series of interconnected motifs. We have employed tensile cables in various arch configurations, forming a colorful and vibrant gateway threshold for both vehicular and pedestrian traffic. The tensioned cables dynamically splay and twist. With integrated LED lighting they will evoke rays of intersecting light, movement, and structure.

It is understood that Metalab will work closely with DW, RDG and Schemmer in determining the form and arrangement of the structure and how it integrates into the site's topographic features, streetscape design, road clearance, and visual continuity. . Access pathways, flatwork, grading, lighting and signage are not included in this scope of work but will be coordinated with the design team in future phases. Metalab will work with drawings and 3D models of existing conditions and direct a process of design conceptualization, visualization, analysis, optimization, detailing, and coordinating for the Gateway as needed with the design team.

It shall be the responsibility of Metalab Architecture to ensure that the structure meets applicable codes and requirements. Structural Engineering is to be provided by Schemmer Structural Engineers engaged by Metalab. Sealed structural drawings will not be required in this initial pre-design phase but this process will yield a set of documents that can be developed into a fully engineered design. Cost of structural engineering is a reimbursable expense described below.

Metalab will define documentation guidelines for consultants including structural engineers to maintain continuity with the documentation standard set by the design team. Metalab works in Rhino 3D for modeling and AutoCAD for drawings. We will provide information to integrate with documentation in file formats that comport with commonly used software (.iges, .obj, .dxf and .dwg)

### **Phase II Design Refinement, Integration and Cost Estimation work would include:**

Presentation of final design concept developed in the initial phase to the La Vista city council for consideration of this subsequent scope of work.

Presentation of final design concept developed and approved by La Vista to the project design team (Design Workshop, RDG Landscape Architects, Schemmer Engineers. Lead a design charette with all parties to discuss integration of the La Vista Gateway into the design for Civic Center Park and West Park on both sides of the new 84th Street overpass. Our goals will be to get feedback on the design and make necessary adjustments to the design to enhance the work currently proposed and align our concept with the La Vista City Center vision and schedule.

Research regional manufacturing and fabrication capacities for local production of specialty / fabricated components.

Explore reduction of component types to develop economies of scale through repetition and efficient material usage. Develop typical connection details between components

Coordinate with structural engineers for performance and optimization to meet all structural design criteria, cost, and material efficiency

Determine viable installation logistics and methods of field connections. Provide narrative and diagrams describing the design considerations for dry fit assembly as required, shipping, site mobilization, subassembly laydown, crane staging including understanding of roadway bridge limitations and final installation logistics. These are intended to be recommendation only; final means and methods of construction are the responsibility of the General Contractor and their fabrication and erection subcontractors.

Solicit pricing / statement of probable cost to be coordinated with a third-party contactors and estimators. It is understood that the Gateway would be constructed independent of the underpass structure.

Present final design conceptualization and optimization resolution in-person with Metalab principal, design lead and DW to La Vista design team and stakeholders along with detailed statement of probable cost with options for expanding and reducing scope and cost. Photo-realistic presentation quality renderings provided by third-party as a reimbursable expense based on model and coordination provided by Metalab.

The Schedule will begin work in October, 2022, upon execution of this agreement and meet / coordinate thereafter with a critical path schedule provided and maintained by DW with completion of work effort in approximately 8 weeks.

METALAB proposes a not-to-exceed fee of **\$32,600** for Phase 2 activities.

The fee breakdown and estimated workload share:

- La Vista City Council presentation (Item 1 above) - \$2,000, lump sum
- Pre-design Services (Items 2-8 above) - \$16,600, lump sum
- Structural Engineering reimbursable - \$5,000, not to exceed
- Travel reimbursable expenses - \$5,000, not to exceed
- Two (2) Photo-realistic renderings - \$4,000, not to exceed

Other consultants beyond Structural Engineer including MEP, Code Consulting, Civil Engineering, Lighting Consulting are not included in our scope of work.

Our hourly rates are \$200.00 per hour for Principal Partners Joe Meppelink and Andrew Vrana, \$150.00 per hour for conceptualization and design research, \$120.00 per hour for

digital production, \$100.00 per hour for technical coordination / field work and \$80 for administrative work.

Operational reimbursable expenses incurred that are directly attributable to the project for photo-realistic renderings, large-format printing, materials, samples, components, and/or prototypes purchased by Metalab for the project will be reimbursed at cost.

Travel expenses for airfare, accommodation and transportation will be invoiced as reimbursable expenses at cost. Travel Meals or per diem expenses are not charged to the project. E-mail, fax, renderings, or 3D computer models used to convey and/or study the design, and singular reproductions will not be charged.

The conditions of this proposal may be suspended or terminated by the owners upon 7 days written notice. The conditions of this proposal may be terminated by Metalab upon written notice of non-performance and/or non-payment under the terms of this agreement.

Thank you for the opportunity to work through this exciting process with you. We look forward to the results.

Signature of LV Representative

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Printed Name and Title

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Date

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METALAB, LLC



Andrew Vrana, Principal  
1 September 2022

**CITY OF LA VISTA  
MAYOR & CITY COUNCIL  
SEPTEMBER 6, 2022 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROFESSIONAL SERVICES AGREEMENT – BRIDGE INSPECTIONS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared to approve a professional services agreement with HGM Associates for services related with the inspection of the structural integrity of the City's bridge infrastructure and submittal of the state report in an amount not to exceed \$7,000.

**FISCAL IMPACT**

The FY22/FY23 Biennial Budget includes funding for this project.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The Nebraska Department of Transportation requires municipalities to inspect bridge infrastructure every two years and submit a report to the bridge division for review. In the past, select Public Works staff were sent to training and completed the inspections and report submittals on behalf of the City. This practice worked for a long time due to the relatively young age of the City's bridges. As our bridges age, detailed inspection of the structural integrity of the City's bridge infrastructure is critical to ensure the safety of the traveling public. HGM performed this work for the first time two years ago, and it is the recommended that they perform the work again for this two-year term.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HGM ASSOCIATES INC. FOR BRIDGE INSPECTION SERVICES IN AN AMOUNT NOT TO EXCEED \$7,000.00.

WHEREAS, the City Council of the City of La Vista has determined that bridge inspection services are necessary; and

WHEREAS, the FY22/FY23 Biennial Budget provides funding for these services; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of a professional services agreement with HGM Associates Inc. for bridge inspection services in an amount not to exceed \$7,000.00.

PASSED AND APPROVED THIS 6TH DAY OF SEPTEMBER 2022.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk



August 19, 2022

**Mr. Pat Dowse, PE**

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

Subject: 2022 City of La Vista Bridge Inspection  
10 Structures  
HGM Proposal No. 000722-159

Dear Pat:

On behalf of HGM ASSOCIATES INC. (HGM) we are pleased to submit this letter form agreement for engineering services for the referenced project. This agreement consists of this letter, the attached Scope of Services labeled as Exhibit A and the attached General Provisions labeled as Exhibit B.

HGM will provide Basic Services including the re-inspection of 10 bridges. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services upon your request and receipt of your written authorization. A list of bridges owned by the City of La Vista is attached as Exhibit C.

HGM will provide these Basic Services on an hourly basis with our total cost estimate not to exceed \$6,300. Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule.

We will bill you monthly for our services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to HGM within 30 days of the invoice date. A service charge of one and one-half percent per month will be added to any amounts outstanding after 30 days.

**Mr. Pat Dowse, PE**

August 19, 2022

Page 2 of 2

We anticipate that we will be able to begin work on this project immediately upon receiving your authorization to proceed in the form of your acceptance of this agreement. We estimate that all inspection work can then be completed during October 2022 in accordance with the 24-month maximum inspection intervals required by NBIS and NDOT. Final inspection reports will be completed by November 30, 2022, in accordance with the 30-day report deadline required by NDOT. If at any time we are delayed in the performance of these services, we will notify you immediately. Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to our beginning work.

**Please indicate your acceptance of this agreement by signing where indicated below and returning one original signed copy to this office; OR, you may then scan a complete set of this document and email in in its entirety to HGM.** We sincerely appreciate the opportunity to work with you.

Yours very truly,  
HGM ASSOCIATES INC. - CONSULTANT



Stephen W. Moffitt, P.E.  
Structural Project Manager

Acceptance of Proposal:  
CITY OF LA VISTA - CLIENT

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Authorized Signature

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Printed Name & Title

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Date of Acceptance

This is an exhibit attached to and made part of the letter agreement dated August 19, 2022, between: CITY OF LA VISTA, NEBRASKA (CLIENT) and HGM ASSOCIATES INC. (HGM) (CONSULTANT).

Subject: 2022 City of La Vista Bridge Inspection  
10 Structures  
HGM Proposal No. 000722-159

The Basic Services to be provided by the CONSULTANT under this agreement are further described as follows:

#### **Routine Inspection**

CONSULTANT will perform a Routine Inspection using personnel that are qualified as Team Leaders in accordance with CFR Section 650 Subpart C. Photographs will be taken of the roadway and general elevation views of the structure in addition to detail photos of deficiencies that are found. We will perform the underwater inspection of these structures whenever possible by conventional methods (sounding, probing, or use of chest waders). Use of divers is not included in this proposal.

#### **Inspection Report**

CONSULTANT will provide an inspection report for each bridge consisting of the following items to be placed in the CLIENT'S permanent file:

1. *Routine Inspection Field Report or Element Level Inspection Report* (as required) which includes a written summary of the BrM inspection data, current data regarding bridge deficiencies, structural conditions of bridge members including section loss estimates, effectiveness of past repairs, and channel and scour conditions noted in the field.
2. *Photograph Sheets* that include captions dictated on site.
3. *Current SIA Form* showing the data included in the BrM database.
4. *Recommended Maintenance Items Checklist* showing the deficient items that should be corrected as part of the routine bridge maintenance program.
5. *Critical Findings Report* will be included if a deficiency is found that requires immediate follow up or action.
6. *BrM Data* will be entered into the NDOR database by the CONSULTANT.

#### **Element Level Inspection**

4 bridges require element level field inspection and reporting due to their location on designated National Highway System roadways. These bridges will be inspected in accordance with the NDOR Bridge Inspection Program (BIP) Manual requirements for element level inspections and reporting in BrM.

#### **Client Responsibilities**

1. None.

This is an exhibit attached to and made part of the letter agreement dated August 19, 2022, between: CITY OF LA VISTA (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

**Ownership of Instruments of Service:** All surveys, maps, studies, reports, computations, charts, plans, specifications, electronic data, shop drawings, diaries, field books, and other project documents prepared or obtained under the terms of this agreement are the property of the CLIENT. CONSULTANT shall deliver these documents to CLIENT at the conclusion of the project without restriction or limitation as to further use.

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

**CADD/Electronic Files:** In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

**Termination or Suspension:** If the CLIENT fails to make payments to the CONSULTANT for work performed in accordance with this Agreement to the satisfaction of CLIENT, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT'S option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted as agreed by the parties.

If the CLIENT suspends the Project, the CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted as agreed by the parties in writing.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses indicated in the next paragraph.

Termination Expenses are in addition to compensation for the CONSULTANT'S services and shall mean expenses directly attributable to termination for which the CONSULTANT is not otherwise compensated.

The CLIENT's rights to use the CONSULTANT'S Instruments of Service in the event of a termination of this Agreement are set forth in the Ownership of Instruments of Service Clause above. If the CLIENT requests copies of the CONSULTANT's Instruments of Service, the cost of the preparation of those copies shall be considered as a Termination Expense.

**Plan Revisions:** If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensation for such changes, except for any changes arising out of or resulting from any negligent act or omission of CONSULTANT. Fees for these changes will be computed on an hourly basis.

**Information Furnished by CLIENT:** CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

**Information Furnished by Utility Companies:** The utility locations shown on the CONSULTANT'S instruments of service shall be from locates or drawings provided to the CONSULTANT by the utility companies. The CONSULTANT makes no guarantee that such utilities as shown on the CONSULTANT'S instruments of service comprise all utilities in the area, either in service or abandoned. The CONSULTANT further does not warrant that the utilities shown on the instruments of service are in the exact location indicated.

**Successors and Assigns:** Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration or completion of agreement or termination by written notice, as provided above.

**Limitation of Liability:** The CLIENT agrees that to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, CONSULTANT'S officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to torts, negligence, professional errors or omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by CONSULTANT or \$2,000,000 whichever is greater.

**Waiver of Consequential Damages:** Notwithstanding anything in this Agreement to the contrary, it is agreed that CONSULTANT shall not be liable in any event for any special or consequential damages suffered by the CLIENT arising out of the services hereunder. Special or consequential damages as used herein shall include, but not limited to, loss of capital, loss of product, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

**Opinion of Probable Construction Cost:** Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the CONSULTANT's opinion of probable construction cost.

**Construction Phase Services:** (If included under the scope of this Agreement) The CONSULTANT shall provide administration of the Contract between the CLIENT and the Contractor as set forth below and in General Conditions of the Contract for Construction. The CONSULTANT's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the CONSULTANT issues the Statement of Final Completion.

The CONSULTANT shall advise and consult with the CLIENT during the Construction Phase Services. The CONSULTANT shall have authority to act on behalf of the CLIENT only to the extent provided in this Agreement or the General Conditions of the Contract for Construction. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in substantial compliance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the CONSULTANT shall keep the CLIENT reasonably informed about the progress and quality of the portion of the Work completed, and report to the CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**Jobsite Safety:** That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the CLIENT'S contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

**Construction Staking:** That the fees the CONSULTANT receives for the task of construction staking are not commensurate with the potential risk. CLIENT, therefore, agrees to check or require General Contractor to check the location of all construction stakes placed by the CONSULTANT. CLIENT further agrees to limit liability of CONSULTANT for construction staking services such that the total liability of the CONSULTANT shall not exceed the CONSULTANT'S compensation received for the particular service, or \$5,000.00, whichever is greater.

**Hazardous Materials:** The CLIENT agrees that the CONSULTANT's scope of services does not include any services related to the presence of any asbestos, fungi, bacteria, mold or hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials. The CLIENT further agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, partners, employees and subconsultants (collectively, CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos, fungi, bacteria, mold, hazardous or toxic substances, or products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the CONSULTANT.

**Mediation:** Any claims or disputes under this agreement shall be submitted to non-binding mediation.

Rev 130722

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**SEPTEMBER 6, 2022 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
INTERLOCAL COOPERATION AGREEMENTS – I.T. SERVICES & PUBLIC SAFETY SOFTWARE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RYAN SOUTH INFORMATION TECHNOLOGY MANAGER

**SYNOPSIS**

A resolution has been prepared to approve Interlocal Cooperation Agreements with Sarpy County for Information Technology Services and Public Safety Software.

**FISCAL IMPACT**

The FY23/FY24 Biennial Budget provides funding for the proposed agreements.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City has been operating under an Interlocal Agreement with Sarpy County Information Systems (I.S.) to provide Information Technology (I.T.) services since 2006. The current agreement is set to expire on September 30, 2022. With that, Sarpy I.S. has proposed a three (3) year renewal of this agreement for FY23-FY25 (October 1, 2022 – September 30, 2025) with a couple of changes that are outlined below.

In 2017, the City and Sarpy County combined the I.T. Services and the Public Safety Software Interlocal Agreements into one and have subsequently been operating under this Agreement ever since. During this time, we've discovered that the complexity of having changing rates for support of these products has made billing difficult and hard to understand. With this renewal, Sarpy I.S. is recommending, and staff agrees, that the Public Safety Software part of the Agreement be separated into its own Interlocal with no other changes.

In addition to the separation of agreements, the cost for I.T. Services will increase 10% for FY23, and then 4% for both FY24 and FY25. Historically, the rate has increased 3%-4% annually. Research on Information Systems and local Managed Service Providers (MSP) current rates, the addition of a 5<sup>th</sup> Technical Support Specialist to keep up with demand at the Sarpy Help Desk, and a difficult I.T. market, paired with inflation, requires this one-time cost adjustment for FY23.

Sarpy I.S. has, and continues, to provide outstanding service and support to our staff, computer systems, and network, which makes it possible for the City to provide unparalleled service to its citizens. As such, we recommended the approval of these two agreements for a three-year term that will expire on September 30, 2025.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF INTERLOCAL COOPERATION AGREEMENTS WITH SARPY COUNTY AND THE CITY OF LA VISTA FOR INFORMATION TECHNOLOGY SERVICES AND PUBLIC SAFETY SOFTWARE.

WHEREAS, the City has been operating under an Interlocal Agreement with Sarpy Information Systems for the provision of Information Technology services and Public Safety Software; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, approve the interlocal agreements between Sarpy County and the City of La Vista regarding Information Technology Services and Public Safety Software.

PASSED AND APPROVED THIS 6TH DAY OF SEPTEMBER 2022.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

## INTERLOCAL COOPERATION AGREEMENT FOR INFORMATION TECHNOLOGY SUPPORT

This Interlocal Cooperation Agreement is made and entered into by and between the County of Sarpy, State of Nebraska (hereinafter "County") and City of \_\_\_\_\_, located in Sarpy County, State of Nebraska (hereinafter "City"), pursuant to the authority granted to the parties under Neb. Rev. Stat. §13-801, *et seq.*

WHEREAS, County is a duly existing body politic and corporate, created by the laws of the State of Nebraska; and,

WHEREAS, the City wishes to utilize the resources of the County's Information Systems Department and to fairly compensate the County for the expense of said services; and,

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, *et seq.*, the parties wish to permit their local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with the geographic, economic, population, and other factors influencing the needs and development of local communities.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE AND FOREGOING, IT IS AGREED:

- A. **Duties of County:** County shall, in consideration of the terms of this Agreement:
  - a. Provide certain Information Technology Support to the City, as further outlined in the Statement of Works and Service Level Agreements, attached hereto and hereby incorporated by this reference as "Attachment A."
  - b. Provide City with monthly reports detailing activities performed by County during subsequent months under the terms of this agreement.
  - c. Keep all City data and information confidential, unless required to disclose said data or information pursuant to a court order or law.
  - d. Provide all Administrative Passwords in a sealed envelope upon request of the City. City will be notified when Administrative Passwords have been changed. City will immediately notify Sarpy County Information Systems if the sealed envelope is opened.
  - e. Maintain Cyber Security Insurance in the amount of at least three million dollars (\$3,000,000).

- B. Duties of City:** City shall, in consideration of the terms of this Agreement:
  - a. City shall compensate the County for Information Technology Support Services pursuant to the Annual Reimbursement Schedule found in "Attachment B," attached hereto and incorporated herein by this reference. Said compensation

represents 400 hours of Information Technology Support Services. Should City exceed 400 hours of Information Technology Support Services, City shall compensate County at the rate of \$124.80 per hour for a total annual amount of \$49,920.00 during FY 2023 (October 1, 2022 through September 2023). The hourly reimbursement rate for Information Technology Support Services shall increase by 4% to \$129.79 for a total annual amount of \$51,916.80 in FY 2024 (October 1, 2023 through September 30, 2024) and again by 4% to \$134.98 for a total annual amount of \$53,993.47 in FY 2025 (October 1, 2024 through September 30, 2025).

- b. Payments shall be made in four (4) equal quarterly installments (every three months), with the first payment due October 1, 2022, and with subsequent payments at three (3) month intervals thereafter.
- c. City shall also be responsible for the cost of any parts or hardware necessary, including the cost of shipping. In the event County uses parts or hardware in County's inventory on City's system, City shall reimburse County for the cost to County to replace said parts or hardware, or the original cost to County for the purchase of said parts or hardware, whichever is greater, within sixty (60) days. County may utilize vendor accounts setup by City with City's permission to purchase replacement parts as required.
- d. City will grant to County such access to City's facilities and network resources as needed for County to perform its duties as described herein.

C. **Exclusion of Other Agreements:** The terms of this agreement do not release either party from their respective obligations in any previous agreements between the parties.

D. **Compliance with Laws:** City and County promise to comply with all applicable Federal and State laws regarding the activities of either party under the terms of this Agreement.

E. **Insurance and Hold Harmless Clause:** Each party hereby warrants it is adequately insured for the activities and the period of this Agreement. Each party shall and does hereby save the other party, and its officers, employees, agents, contractors and subcontractors harmless from any and all claims and/or liability whatsoever due to or arising out of its acts, conduct, omissions, or negligence to any other person or persons, trust or trustee, estate, partnership, corporation, business, company, political subdivision, or property thereof.

F. **Entire Agreement:** This instrument and its incorporated attachments contain the entire Agreement of the parties.

G. **Term of Agreement:** This Agreement is effective from October 1, 2022 through September 30, 2025 but may be terminated by either party upon 120 days' notice. In the event that this Agreement is terminated prior to the end of its term, City's obligation to

pay County shall be limited to an amount prorated for services described in this subsection.

H. **Amendments:** This Agreement states the complete understanding of the parties and may not be amended except by written agreement of the parties.

I. **Notice:** Notice to parties shall be given in writing to the individuals shown below:

COUNTY: Ms. Deb Houghtaling  
Sarpy County Clerk  
1210 Golden Gate Drive  
Papillion, NE 68046

CITY: La Vista City Clerk  
8116 Park View Blvd.  
La Vista, NE 68128

J. **Authority to Act:** Each party hereto declares that it has taken all steps which are legally necessary or required to authorize this Agreement, and the rights, duties, and obligations hereunder. Each party further represents and warrants that each has the power and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the contemplated transactions.

K. **Neither Party Agent for the Other:** Each party declares, represents, warrants, and acknowledges that it is not an agent for the other now, nor will it be in the future. Each party is an independent contractor, and neither party is nor will become the employee of the other as a result of the contractual relationship created by this Agreement. Furthermore, County and City will separately administer their respective rights and responsibilities under this Agreement, there being no joint or cooperative body created for the financing, operating, or management of the same. This Agreement does not constitute a joint venture between the parties.

L. **Residency Verification Clause:** Pursuant to Neb. Rev. Stat. §4-114 *et seq.*, each Party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authority by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. §1324a, known as the E-Verify Program, or an equivalent federal program designated by the United State Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

M. **Non-Discrimination:** Pursuant to Neb. Rev. Stat. §73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil

Rights Act of 1964, as amended (42 U.S.C.A. §1985, *et seq.*), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, *et seq.*, in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

[Remainder of this Page Intentionally Left Blank]

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF \_\_\_\_\_, NEBRASKA,**  
A Body Politic and Corporate.

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Mayor

(SEAL)  
ATTEST:

---

City Clerk

**COUNTY OF SARPY, NEBRASKA,**  
A Body Politic and Corporate.

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Chairman, Board of Commissioners

(SEAL)  
ATTEST:

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Sarpy County Clerk

**Attachment "A"**

Page 1 of 6

**Sarpy County Information Systems  
Technical Support  
Statement of Work and Service Level Agreement**

**Section I: Technical Support Information**

Support Levels will be determined by Severity Level and Core / Non-Core Hours (Appendix #1). Anything **not** defined as core hours will be considered non-core hours.

**Core Hours**

Sarpy County Information Systems (SCIS) maintains staffing from 7:30 am to 5:00 pm Monday through Friday. Unless the day is a County Holiday.

SCIS will provide technical support and contact via an Omaha Metro Area local phone number (Help Desk) that is always answered between the hours of 7:30 a.m. and 5:00 p.m. Central Time (CT) on all County work days. County Holidays are defined below; any defined date holiday that falls on Saturday will be observed on the preceding Friday, and any defined date holiday that falls on Sunday will be observed on the following Monday. County Holidays will be considered Non-Core Hours.

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24 @ Noon
Christmas Day	December 25

**County Holidays that do not coincide with City Holidays Support**

SCIS will work with the City to provide technical support on County Holidays that do not coincide with City Holidays. This support will fall under non-core hours.

**Support Response Time**

SCIS will typically respond to a support call immediately (via Help Desk) but may

## **Attachment "A"**

### **Page 2 of 6**

require (1) hour for initial contact determined by Service Levels (Appendix #1). Initial contact may consist of a phone call, email, electronic chat or face-to-face response.

#### **Support Reporting**

SCIS will provide the City a monthly detailed report containing a description and the amount of time for each incident. This report will be emailed to the designated City employee(s) by the 10<sup>th</sup> day of the following month the report is for. SCIS will also provide monthly an annual summary report indicating the number of incidents and the total amount of time provided by SCIS.

#### **Equipment Deployment**

After receiving equipment, SCIS will deploy equipment within 15 business days or at a mutually agreed upon time.

### **Section II: Technical Equipment Inventory**

SCIS will maintain an inventory of all technical equipment for the City. SCIS will also affix City provided asset tags if requested. SCIS will provide the City a copy of the Inventory quarterly (every three months) for review.

Personal computers, laptops, and server inventory information maintained by SCIS will be: manufacturer, hard-drive capacity, amount of memory (RAM), model, CPU type and speed, serial #, asset tag #, Installed licensed software, purchase price, date purchased, warranty expiration, location, etc.

Other technical equipment inventory information maintained by SCIS will be specific by device type but will be similar to what is kept for personal computers (above).

SCIS will relocate/move technical equipment as needed or requested. This helps ensure that equipment is handled appropriately and that inventory records can be updated.

### **Section III: Technical Equipment Diagnosis and Repair**

#### **Personal Computers, laptops, notebooks, and servers**

##### **Warrantied items**

- Provide hardware diagnosis and repair.
- Contact vendor and have failed warrantied part(s) shipped.
- Replace part(s) and ship failed part(s) to vendor. (City/Vendor responsible for

## **Attachment “A”**

Page 3 of 6

shipping)

### **Non-Warrantied items**

- Provide diagnosis and provide City with estimate to repair/replace.
- Order and repair/replace item. (City responsible for replacement item)

### **Printers, plotters, and scanners**

- Assess inoperable printers and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

### **Network Equipment**

- Configure hubs, switches, and routers.
- Provide hardware diagnosis and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

### **Other technical Equipment**

- Assess inoperable devices and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

## **Section IV: Software**

### **SCIS will:**

- Maintain an inventory of all software licenses.
- Provide written recommendations on PC/Server software with justification and estimated cost.
- Perform software installation.
- Ensure Server Operating Systems are properly patched/updated as needed.
- Work with individual departments on the use and implementation of various custom software packages.

## **Attachment "A"**

Page 4 of 6

### **Section V: Technical Training**

SCIS will make available technical training for city employees.

Sarpy County currently has a Technical Training Contract and a facility with up to ten workstations for training on various PC software. The classes are usually 3 hours in length and are scheduled from 9:00-noon or 1:00 p.m.-4:00 p.m. The various software packages include the Microsoft Office Suite of products (Word, Excel, Outlook, PowerPoint, and Access), Crystal Reports, iPad, and the Windows Explorer.

### **Section VI: Consulting**

SCIS staff will be made available (if requested):

- To review and/or make recommendations for various Information Technology projects that the City may consider or undertake.
- Attend various meetings as needed, including City Council meetings.
- To act as a liaison between technology vendors and the City.
- To recommend technology vendors or products for the City.
- Assist in budget recommendations and/or planning.

SCIS will attempt to provide the same individual(s) to ensure cohesion on projects.

### **Section VII: Budget Recommendations**

SCIS staff will provide the City, by March 1<sup>st</sup> of each calendar year (or agreed upon date), a detailed assessment of the current I.T. infrastructure and make recommendation(s) to meet the City's goals for the next budget cycle.

### **Section VIII: Security**

SCIS will make Information Security staff available to address security concerns/incidents.

SCIS will also work with the City to provide "End User Security Awareness" Training.

SCIS will make various recommendations to the City to aid in securing the City's I.T. assets and data.

### **Section IX: Miscellaneous**

## **Attachment "A"**

### **Page 5 of 6**

It is the goal of SCIS to provide the City with the best possible technical support, while simplifying payment with a annual price to cover the Interlocal agreement. If the City appears to be nearing the limit of agreement, SCIS will notify the City. Additional work exceeding the hours in the agreement will be billed at same rate per hour as indicated in the Interlocal Agreement and will be tracked in increments of 1/4 hour (15 minutes) billed on a monthly basis.

SCIS will work with the City to obtain pricing for software and hardware through various governments contracts available. SCIS will provide quotes through various sources to provide the City with the best possible pricing.

SCIS will maintain an accurate network diagram for the City.

### **Section X: Exclusions**

This agreement does not include GIS services or software programming/development.

Any research or discovery from backups and/or archives of email is excluded from this agreement. SCIS will respond to such a request with a detailed estimate of the work and materials required to perform such request. The City may then request that such work be performed. SCIS will perform such work and submit a detailed invoice stating the type of work and the number of hours. Payment is due NET 30. Pricing for hourly work by SCIS staff will be the same rate per hour as the hourly rate indicated in the Interlocal Agreement.

## Attachment "A"

Page 6 of 6

### Service Levels

Appendix #1

Core/Non-Core are defined in Section I

Level	Description	Scope	Core SLA	Non-Core
1 (high)	A major outage, performance degradation, or instability causing significant impact to the City. Security incident that may cause loss of services. Examples: <ul style="list-style-type: none"><li>• Email Server Down</li><li>• Internet not working</li><li>• Server unreachable</li></ul>	Many/Most staff unable to function Mission Critical System Down Mission Critical Application Down Mission Critical Server/Circuit Down	1 Hr Initial 3 Hr onsite	1 Hr Initial 3 Hr onsite
2	Large number of staff impacted. Entire office, department or building is experiencing a problem. Small number of staff unable to use a mission critical application. Examples: <ul style="list-style-type: none"><li>• Network Switch down</li><li>• Phone issues</li><li>• WAN down</li></ul>	Multiple staff unable to function Major Performance Issues Multiple staff utilizing contingencies	1 Hr Initial 3 Hr onsite	1 Hr Initial 3 Hr onsite
3	Individual unable to use non-mission critical application(s). Individual can work with minimal impact to their productivity. Examples: <ul style="list-style-type: none"><li>• Issue with Software</li><li>• One of two monitors fail</li><li>• Recover a document/file</li></ul>	Individual having difficulty, but basically operational.  Individual unable to carry out their tasks.	1 Hr Initial 3 Hr onsite	N/A Initial N/A onsite
4 (low)	Individual request or problem that does not impact business. Examples: <ul style="list-style-type: none"><li>• Change font size</li><li>• Find a file, change name</li></ul>	Individual needs information Install, Move, Add, Change something Simple question or problem Needs a "How to" answer Procedural question	1 Hr Initial 3 Hr onsite	N/A Initial N/A onsite

**Attachment "B"**

Page 1 of 1

**Interlocal Agreement for I.T. Services FY 2023- FY 2025**

<b>Annual Reimbursement</b>					
<b>(Oct 1 - Sep 30) with 4% Increase</b>			<b>City of La Vista</b>		
<b>FY</b>	<b>Years</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total</b>	<b>Qrtly Amt</b>
23	2022-23	\$124.80	400	\$49,920.00	\$12,480.00
24	2023-24	\$129.79	400	\$51,916.80	\$12,979.20
25	2024-25	\$134.98	400	\$53,993.47	\$13,498.37

## INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC SAFETY SOFTWARE

This Interlocal Cooperation Agreement is made and entered into by and between the County of Sarpy, State of Nebraska (hereinafter "County") and City of \_\_\_\_\_, located in Sarpy County, State of Nebraska (hereinafter "City"), pursuant to the authority granted to the parties under Neb. Rev. Stat. §13-801, *et seq.*

WHEREAS, County is a duly existing body politic and corporate, created by the laws of the State of Nebraska; and,

WHEREAS, the City wishes to utilize the resources of the County's Information Systems Department and to fairly compensate the County for the expense of said services; and,

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, *et seq.*, the parties wish to permit their local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with the geographic, economic, population, and other factors influencing the needs and development of local communities.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE AND FOREGOING, IT IS AGREED:

- A. **Duties of County:** County shall, in consideration of the terms of this Agreement:
  - a. Provide certain Public Safety Software to the City, as further outlined in the Statement of Works and Service Level Agreements, attached hereto and hereby incorporated by this reference as "Attachment A."
  - b. Maintain Cyber Security Insurance in the amount of at least three million dollars (\$3,000,000).
- B. **Duties of City:** City shall, in consideration of the terms of this Agreement:
  - a. The Public Safety Software rates shall be determined on May 1 of each year by dividing the total number of City's then fiscally authorized sworn law enforcement personnel by the total number of then fiscally authorized sworn law enforcement personnel of the City of Bellevue, City of Papillion, City of La Vista, and Sarpy County, as well as by actual usage of license and storage. The number of fiscally authorized sworn law enforcement personnel for each agency shall be provided for by the budget adopted by the LRMS Governance Committee for each fiscal year of the Agreement, such budgets being incorporated herein by this reference.
  - b. Payments shall be made to reimburse the County for payment for the City share.
  - c. Any hosted service costs will be billed quarterly.

- d. City will grant to County such access to City's facilities and network resources as needed for County to perform its duties as described herein.
- C. **Exclusion of Other Agreements:** The terms of this agreement do not release either party from their respective obligations in any previous agreements between the parties.
- D. **Compliance with Laws:** City and County promise to comply with all applicable Federal and State laws regarding the activities of either party under the terms of this Agreement.
- E. **Insurance and Hold Harmless Clause:** Each party hereby warrants it is adequately insured for the activities and the period of this Agreement. Each party shall and does hereby save the other party, and its officers, employees, agents, contractors and subcontractors harmless from any and all claims and/or liability whatsoever due to or arising out of its acts, conduct, omissions, or negligence to any other person or persons, trust or trustee, estate, partnership, corporation, business, company, political subdivision, or property thereof.
- F. **Entire Agreement:** This instrument and its incorporated attachments contain the entire Agreement of the parties.
- G. **Term of Agreement:** This Agreement is effective from October 1, 2022 through September 30, 2025 but may be terminated by either party upon 120 days' notice. In the event that this Agreement is terminated prior to the end of its term, City shall be obligated to pay in full for the services described in subsection B above.
- H. **Amendments:** This Agreement states the complete understanding of the parties and may not be amended except by written agreement of the parties.
- I. **Notice:** Notice to parties shall be given in writing to the individuals shown below:
  - COUNTY: Ms. Deb Houghtaling  
Sarpy County Clerk  
1210 Golden Gate Drive  
Papillion, NE 68046
  - CITY: La Vista City Clerk  
8116 Park View Blvd.  
La Vista, NE 68128
- J. **Authority to Act:** Each party hereto declares that it has taken all steps which are legally necessary or required to authorize this Agreement, and the rights, duties, and obligations hereunder. Each party further represents and warrants that each has the power and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the contemplated transactions.

K. **Neither Party Agent for the Other:** Each party declares, represents, warrants, and acknowledges that it is not an agent for the other now, nor will it be in the future. Each party is an independent contractor, and neither party is nor will become the employee of the other as a result of the contractual relationship created by this Agreement. Furthermore, County and City will separately administer their respective rights and responsibilities under this Agreement, there being no joint or cooperative body created for the financing, operating, or management of the same. This Agreement does not constitute a joint venture between the parties.

L. **Residency Verification Clause:** Pursuant to Neb. Rev. Stat. §4-114 *et seq.*, each Party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authority by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. §1324a, known as the E-Verify Program, or an equivalent federal program designated by the United State Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

M. **Non-Discrimination:** Pursuant to Neb. Rev. Stat. §73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, *et seq.*), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, *et seq.*, in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

[Remainder of this page intentionally left blank]

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF \_\_\_\_\_, NEBRASKA,**  
A Body Politic and Corporate.

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Mayor

(SEAL)  
ATTEST:

---

City Clerk

**COUNTY OF SARPY, NEBRASKA,**  
A Body Politic and Corporate.

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Chairman, Board of Commissioners

(SEAL)  
ATTEST:

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Sarpy County Clerk

**Attachment A**

Page 1 of 3

**Sarpy County Information Systems  
Public Safety Software  
Statement of Work**

**Section I: Public Safety Software**

Public Safety Software is any software that is hosted or provided by the County to provide services to Public Safety Agencies. The current (2022) list of items is as follows:

- Mobile Data Computer Software (Motorola MDC or Motorola Premier-One MDC)
- Netmotion Server (used to connect mobile devices to Public Safety Systems)
- Fire Records Management System (Zoll provided by Motorola)
- Electronic Patient Care Reporting (ePCR) - Hosted Services Only
- Law Records Management System (ProPhoenix)
- Hosted Services to provide any of the above systems

Each Law/Fire Agency is responsible for purchasing new "Client" license portion of Netmotion.

**Section II: Cost Allocation**

**Mobile Data Computer Software (Motorola)**

Costs for each Law/Fire Agency will be determined by the total number of NetMotion client licenses allocated to each agency and divided by the total of all the agencies (giving an agency percentage).

**Netmotion Server**

Costs for each Law/Fire Agency will be determined by the total number of NetMotion client licenses allocated to each agency and divided by the total of all agencies (giving an agency percentage).

**Fire Records Management System (Zoll via Motorola)**

All cost associated with the Fire Records Management System are equally divided between Bellevue Fire and Papillion Fire. This includes any Hosted Services that may be required for this system.

**Electronic Patient Care Reporting (ePCR)**

## **Attachment A**

**Page 2 of 3**

Both Bellevue Fire and Papillion Fire share the hosted services for the ePCR system. Services are divided equally between the two agencies. Should one or the other agency no longer require the data contained in the ePCR hosted services, the existing agency will pay 100% of the cost.

Sarpy County does not purchase, manage, or maintain the ePCR licenses.

### **Law Records Management System (ProPhoenix)**

As outlined in the Original Interlocal Agreement (County Resolution #2018-327, Section B) for the purchase of the LRMS Software, the costs associated with the LRMS ProPhoenix System will be divided by each agency's Fiscally Authorized Sworn Strength on May 1 of the prior fiscal year. For example: May 1, 2022 strength will be used for the October 1, 2022 budget (FY23).

Hosted Service Costs for the LRMS System will either be the exact Agency usage if it is available or utilizing the entire cost and dividing by the percentage of the total sworn strength.

### **Other Software or Hosted Services**

On occasion additional software systems and/or hosted services may be required for public safety agencies. New systems or hosted service costs will be paid by the agency or by multiple agencies with an agreed upon cost allocation. The costs or cost allocation will be communicated to the Sarpy County Information Systems Department in writing so that it can be included in any budget considerations.

### **Section III: Budget / Expenditures**

Each year in March/April, Information Systems will develop a budget for Public Safety Software. This budget will reflect any costs that are needed to maintain the systems listed in Section II and any other additional systems that have been approved.

The Budget for any Law Enforcement related costs, including any hosted services, and maintenance costs for connectivity (ex. Netmotion) should be approved by the Law Records Management Governance Committee.

The Budget for any Fire Agency should be approved/acknowledged via writing by each agency(s) Fire Chief.

**Attachment A**

Page 3 of 3

**Section IV: Support**

Sarpy County Information Systems will provide support for the systems and products listed in Section I via the I.T. Services Interlocal Agreement with each City. Support levels are defined in those interlocal agreements under Attachment A - Appendix #1.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**SEPTEMBER 6, 2022 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ON-CALL CONSTRUCTION ENGINEERING AGREEMENT – APPLEWOOD CREEK TRAIL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to execute an On-Call Construction Engineering Agreement with Schemmer Associates, Inc. to provide construction engineering services, administrative services, and materials testing for the Applewood Creek Trail Project. These services are eligible for federal funds, therefore the City is anticipated to pay 20% of the agreement amount of \$371,904.51 or \$74,380.90.

**FISCAL IMPACT**

The FY21/FY22 Biennial Budget provides funding for this project.

**RECOMMENDATION**

Approval

**BACKGROUND**

The Applewood Creek Trail project was bid for construction in June of 2022 to which Hawkins was awarded the construction contract. Schemmer was selected from the NDOT's On Call Consultants for Construction Engineering Services as the Schemmer is capable of completing said construction phase services, and as the designer of the project, has the most first hand knowledge of the project. Schemmer was issued an early Notice to Proceed as Hawkins' was scheduled to begin construction prior to the finalization of the agreement.

A copy of the Construction Engineering agreement is available for review in the Office of the City Clerk.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A CONSTRUCTION ENGINEERING SERVICES AGREEMENT WITH SCHEMMER ASSOCIATES, INC. OMAHA, NEBRASKA TO PROVIDE CONSTRUCTION ENGINEERING SERVICES, ADMINISTRATIVE SERVICES AND MATERIALS TESTING FOR THE APPLEWOOD CREEK TRAIL PROJECT.

WHEREAS, City of La Vista is developing a transportation project for which it intends to obtain Federal funds; and

WHEREAS, City of La Vista as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

WHEREAS, City of La Vista and The Schemmer Associates, Inc. wish to enter into a Professional Services Agreement to provide Construction Engineering services for the Federal-aid project; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of La Vista, Nebraska that: Douglas Kindig, Mayor of the City of La Vista, is hereby authorized to sign the Construction Engineering services agreement between the City of La Vista and The Schemmer Associates, Inc.

NDOT Project Number: TAP-77(61)  
NDOT Control Number: 22757  
NDOT Project Name: Applewood Creek Trail, La Vista

PASSED AND APPROVED THIS 6TH DAY OF SEPTEMBER 2022

CITY OF LA VISTA

ATTEST:

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Douglas Kindig, Mayor

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Pamela A. Buethe, MMC  
City Clerk

Task Order Agreement No.	BK2248	
Master Agreement No.	BK2212	
Effective (NTP) Date	07/20/2022	
Task Order Amount	SRC	\$371,904.51

## ON-CALL CONSTRUCTION ENGINEERING SERVICES TASK ORDER AGREEMENT LPA PROJECTS

CITY OF LA VISTA, NEBRASKA  
 THE SCHEMMER ASSOCIATES, INC.  
 PROJECT NO. TAP-77(61)  
 CONTROL NO. 22757  
 APPLEWOOD CREEK TRAIL, LA VISTA

**THIS AGREEMENT** is between the City of La Vista, Nebraska ("LPA") and The Schemmer Associates, Inc. ("Consultant"); collectively referred to as the "Parties".

**WHEREAS**, Consultant entered into an On-Call Professional Services Master Agreement No. BK2212 ("Master Agreement") with the Nebraska Department of Transportation ("State"), wherein Consultant agreed to provide Construction Engineering services ("Services") for future Federal-aid transportation projects when selected by LPA or State, and

**WHEREAS**, plans, special provisions, and standard specifications are being completed for the letting and construction of a federal-aid transportation related project, and

**WHEREAS**, LPA desires that this project be developed and constructed under the designation of Project No. TAP-77(61) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, attached as Exhibit "D" and incorporated herein by this reference, and

**WHEREAS**, LPA, or State on LPA's behalf, selected Consultant to provide professional services for the project identified as Project No. TAP-77(61), and

**WHEREAS**, the Parties wish to enter into a task order agreement ("Task Order") to provide for the completion of the Services for the project for which Consultant has been selected, and

**WHEREAS**, Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation project related program requirements so that Consultant's costs under this Task Order will be eligible for federal reimbursement, and

**WHEREAS**, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>, and

**WHEREAS**, Consultant's primary contact for LPA's project is LPA's Responsible Charge when LPA is managing the project, and

**WHEREAS**, Consultant's primary contact for LPA's project is State's Project Coordinator when State is managing the project on behalf of LPA, and

**WHEREAS**, Consultant's primary contact for State's project is State's Project Coordinator.

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

**WHEREAS**, the Parties understand that State is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

**NOW THEREFORE**, in consideration of these facts, Consultant and State agree as follows:

**SECTION 1. CONTACT INFORMATION**

Contact information, for the convenience of the Parties, is as follows:

1.1 Consultant Project Manager

Firm Name	The Schemmeler Associates, Inc.
Address	1044 N 115 <sup>th</sup> St #300, Omaha NE 68154
Project Manager's Name	Jon Goldie
Project Manager's Phone	712-355-0730

1.3 State Project Coordinator

Name	Sasha Tsvid
Phone Number	402-935-5414

1.4 LPA RC/PL

Name	Pat Dowse
Phone Number	402-331-8927

1.5 State Agreements Specialist

Name	Nicole Taylor
Phone Number	402-479-3859

**SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE OF THE SERVICES**

- 2.1 LPA, or State on LPA's behalf, issued Consultant a written Notice to Proceed on July 20, 2022.
- 2.2 As provided in the program agreement between State and LPA for this project, State, on behalf of LPA, may issue an early notice to proceed when necessary upon determination that federal funding approval has been obtained for the project.
- 2.3 In the event that prior to the Effective Date of this Task Order, Consultant is issued a Notice-to-Proceed and Consultant began work, Consultant will be paid for such work in accordance with this Task Order and the Parties are bound by this Task Order as if the work had been completed after the Effective Date of the Task Order.
- 2.4 Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be paid.
- 2.5 Consultant shall complete all the Services under this Task Order within 60 calendar days from the construction completion date stated on the DR Form 91 "Notification of Contract Completion." Consultant shall invoice the work within 150 calendar days of the construction completion date. The completion of the construction of this project is estimated to be June 3, 2023 and is subject to change. State's Construction Division Project Coordinator must approve any exception to this deadline. If justification is approved, a time extension will be granted. Any costs incurred by Consultant after the completion deadline will not be eligible for federal funding reimbursement.

**SECTION 3. DURATION OF THE TASK ORDER (Matches Construction Project Lifespan )**

- 3.1 Effective Date – This Task Order is effective when executed by the Parties.

## ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

- 3.2 Expiration Date -- This Task Order expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.
- 3.3 Duration of the Task Order – This Task Order duration is from the Effective Date to the Expiration Date. The Task Order duration is “specified” under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete the applicable phase or phases of the development of this particular federal, state or locally funded construction project, including when applicable, the time during construction of the project.
- 3.4 Identifying Date – This Task Order may be identified by the date LPA signed the Task Order.
- 3.5 Termination or Suspension -- LPA, or State on LPA's behalf, reserves the right to terminate or suspend this Task Order at any time for any of the reasons provided herein.

### **SECTION 4. TASK ORDER SCOPE OF SERVICES (CE)**

- 4.1 Upon receiving a written notice to proceed from State, on behalf of LPA, Consultant must complete the Services in accordance with all federal-aid reimbursement requirements and conditions. The entire Scope of Services for this Task Order includes SECTION 5. SCOPE OF SERVICES of the Master Agreement, and the Scope of Services as set out in Exhibit "A", attached and incorporated herein by this reference. This Task Order Scope of Services will govern over any contrary language in the Scope of Services of the Master Agreement.
- 4.2 The Scope of Services in Exhibit A" is the result of the following process:
  - 4.2.1 Consultant was provided the detailed proposed Scope of Services for this project
  - 4.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document.
  - 4.2.3 Consultant participated in a review of the proposed Scope of Services and the proposed revisions and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached as Exhibit "B".
- 4.3 Exhibit "A" sets out the Services reasonably necessary for Consultant Services to adequately observe, monitor, inspect, measure, manage, document and report so that LPA's project is constructed by the contractor in compliance with the Construction Contract Documents and “the Manuals” (as defined in the Basic Scope of Services set out in the Master Agreement), State and Federal law, rule or regulation and policy.
- 4.4 Upon receiving a written notice to proceed from State on behalf of LPA, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.
- 4.5 Additional Requirements:
  - 4.5.1 Consultant shall advise the LPA, or State on behalf of LPA, when it appears any Disadvantaged Business Enterprise (DBE) working on the project is in need of assistance.
  - 4.5.2 Consultant shall make every effort to assist the Contractor or any Subcontractor in interpreting Project Plans, Special Provisions, Standard Specifications, other Construction Contract Documents, or the Manuals.
  - 4.5.3 Consultant shall be present at the project site or available locally beginning on the date specified in the notice to proceed to the contractor, unless project work has not begun at the site; or, with at least 24 hours' notice, at any prior date when contract work begins or when materials are delivered to the project that need to

## ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

be tested, sampled or inspected to verify conformance to the requirements of the Construction Contract Documents.

- 4.5.4 Consultant shall promptly review and approve or reject all construction work on the project, with the right, but not the duty, for State and FHWA to review for compliance or funding eligibility.
- 4.5.5 Consultant shall submit to State, and to LPA if LPA is the primary point of contact, two copies weekly of all reports of field tests performed by Consultant. Consultant shall take prompt and appropriate action to reject or cause Contractor to remedy the work or materials that do not conform to the contract documents. Additionally, Consultant shall promptly notify State, and LPA if LPA is the primary point of contact, of work that does not conform to the contract documents.
- 4.5.6 Consultant shall comply with all Federal, State and local laws, rules or regulations, policies or procedures, and ordinances applicable to the work contemplated in this Task Order.
- 4.5.7 Project time delays attributed solely to the Contractor will constitute a basis for a request for an equivalent extension of time for Consultant. The Parties agree that federal reimbursement of extra compensation must be approved in advance as described in Exhibit "C", attached and incorporated herein by this reference.
- 4.5.8 Consultant shall complete the sampling and testing type, method, and frequency according to the current State of Nebraska Manuals, including the Materials Sampling Guide and the State Standard Methods of Tests ([www.transportation.nebraska.gov](http://www.transportation.nebraska.gov)), and the Construction Contract Documents. For sampling or testing issues or situations that are not covered in the Construction Contract Documents or the Manuals, Consultant shall notify LPA, or State on behalf of LPA, provide its advice and request that LPA, or State on behalf of LPA, decide what testing type, method or frequency should be applied for this project. Any test methods or procedures that are proposed to be used and are not covered by State procedures must receive prior concurrence for use from State and FHWA.
- 4.5.9 Any person logging onto the NDOT network with a VPN Connection and logging onto SiteManager must log-in using only that person's credentials. Logging in using someone else's credentials is not allowed on a State or Local Federal-aid project.

### **SECTION 5. STAFFING PLAN (CE)**

- 5.1 Consultant has provided LPA and State with a Staffing Plan, described in Exhibit "B", attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant who are anticipated to provide services under this Task Order. Consultant understands that LPA and State are relying on key personnel from Consultant's Staffing Plan to be primarily responsible for completing the Services under this Task Order. LPA and State consider the Principals, Senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the services provided. While providing Services under this Task Order. During construction, Consultant may make occasional temporary changes to the key personnel. However, any permanent change to the key personnel will require prior written approval from LPA and State.

## ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

5.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as provided in Exhibit "C", attached and incorporated herein by this reference.

### **SECTION 6. NEW EMPLOYEE WORK ELIGIBILITY STATUS**

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

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

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

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

- a. Consultant must complete the United States Citizenship Attestation form and attach it to this Task Order. This form is available on the Department of Transportation's website at <http://dot.nebraska.gov/media/2802/dr289.pdf>.
- b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- c. Consultant understands and agrees that lawful presence in the United States is required, and Consultant may be disqualified, or the contract terminated, if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

### **SECTION 7. FEES AND PAYMENTS**

7.1 Consultant's fee proposal is attached as Exhibit "B", attached and incorporated herein by this reference.

7.2 The general provisions concerning payment under this Task Order are set out in Exhibit "C".

7.3 For performance of the services as described in this Task Order, Consultant will be compensated based on **Specific Rates of Compensation** for actual work performed

## ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

and direct non-labor expenses up to a maximum not-to-exceed amount of \$371,904.51 in accordance with Exhibit "C".

### **SECTION 8. SUSPENSION OR TERMINATION** (CE Task Order, Unique)

#### 8.1 Suspension or Termination

LPA, or State on LPA's behalf, has the absolute and exclusive right to suspend the work, or terminate this Task Order at any time and for any reason and such action on its part will in no event be deemed a breach of this Task Order by LPA, or State on LPA's behalf. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which this Task Order may be suspended or terminated:

- a. A loss, elimination, decrease, or re-allocation of funds that, in the sole discretion of LPA, or State on LPA's behalf, make it difficult, unlikely or impossible to have sufficient funding for the Services or the project;
- b. LPA, or State on LPA's behalf, abandons the Services or the project for any reason;
- c. Funding priorities of LPA, or State on LPA's behalf, have changed;
- d. LPA, or State on LPA's behalf, determines, in its sole discretion, that the interests of LPA, or State on LPA's behalf, are best protected by suspension or termination of this Task Order;
- e. Consultant fails to meet the schedule, milestones, or deadlines established in this Task Order or agreed to in writing by the Parties;
- f. Consultant fails to provide acceptable replacement personnel or qualified new personnel as determined by LPA, or State on LPA's behalf;
- g. Consultant has not made sufficient progress to assure that the Services are completed in a timely manner;
- h. Consultant fails to meet the standard of care applicable to the Services;
- i. Consultant fails to meet the performance requirements of this Task Order;
- j. Consultant's breach of a provision of this Task Order or failure to meet a condition of this Task Order;
- k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity;
- l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications.

#### 8.2.1 Suspension

- a. Suspension for Convenience. LPA, or State on LPA's behalf, may suspend for convenience by giving Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA, or State on LPA's behalf, a detailed summary of the current status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.
- b. Suspension for Cause. If LPA, or State on LPA's behalf, suspends Consultant's work for cause or for issues related to performance,

## ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

responsiveness or quality that must be corrected by Consultant, LPA, or State on LPA's behalf, will give Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. LPA's notice of suspension, or State's notice of suspension on LPA's behalf, will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA, or State on LPA's behalf, to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA, or State on LPA's behalf. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Task Order.

### 8.3 Termination

If LPA, or State on LPA's behalf, terminates this Task Order, LPA, or State on LPA's behalf, shall give Consultant notice of the date of termination, which shall be no fewer than three (3) business days after notice is given. Notice of termination from LPA, or State on LPA's behalf, shall provide Consultant with a description of the reason(s) for the termination. Notice from LPA, or State on LPA's behalf, must specify when this Task Order will be terminated along with the requirements for completion of the work under this Task Order. Consultant's right to incur any additional costs shall cease at the end of the day of termination or as otherwise provided by LPA, or State on LPA's behalf.

### 8.4 Compensation upon suspension or termination

If LPA, or State on LPA's behalf, suspends the work or terminates this Task Order, Consultant must be compensated in accordance with the provisions set out in Exhibit "C", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Task Order, LPA, or State on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Task Order. In the event of termination of this Task Order for cause, LPA, or State on LPA's behalf, may make the compensation adjustments set out in Exhibit "C".

## SECTION 9. SECTIONS INCORPORATED BY REFERENCE

LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 11 through 13, and 15 through 28 of the On-Call Professional Services Master Agreement BK2212 between the Nebraska Department of Transportation and Consultant, dated January 25, 2022 with one recurring change:

LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions. Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the State is not a party to this Task Order and has no obligations or duties under this Task Order, except for its duties acting on behalf of LPA.

## SECTION 10. CONSULTANT CERTIFICATIONS

### 10.1 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby reaffirms, under penalty of law, to the best of my knowledge and belief, the truth of the certifications set out in SECTION 29. CONSULTANT CERTIFICATIONS of the Master Agreement, with one change:

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

"LPA, or State on LPA's behalf" should be substituted in for any reference in that section of the Master Agreement to "State" unless the context would otherwise require.

10.2 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Task Order is a lump sum, specific rates of compensation, or actual cost-plus-a-fixed fee professional service agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Task Order are accurate, complete, and current as of the date of this Task Order. I agree that this Task Order price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the agreement price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

**SECTION 11. LPA CERTIFICATION**

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

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

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

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

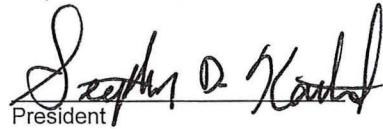
**SECTION 12. ENTIRE AGREEMENT**

The Master Agreement, all supplements thereto, and this Task Order constitute the entire agreement ("The Task Order ") between the Parties. The Task Order supersedes previous communications, representations, or other understandings, either oral or written; and all terms and conditions of the Master Agreement and supplements thereto remain in full force and effect and are incorporated herein.

**IN WITNESS WHEREOF**, the Parties hereby execute this Task Order pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Task Order, attest and affirm the truth of each and every certification and representation set out herein.

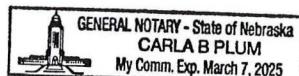
EXECUTED by Consultant this 15<sup>th</sup> day of August, 2022.

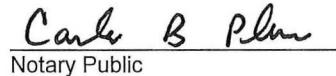
THE SCHEMMER ASSOCIATES, INC.  
Stephen D. Kathol

  
President

STATE OF NEBRASKA )  
(ss.  
Douglas COUNTY)

SUBSCRIBED AND SWORN to before me this 15<sup>th</sup> day of August, 2022.



  
Notary Public

EXECUTED by the City of La Vista, Nebraska this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF LA VISTA, NEBRASKA  
Douglas Kindig

\_\_\_\_\_  
Mayor

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clerk

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Form of Agreement Approved for  
Federal Funding Eligibility  
Jodi Gibson

\_\_\_\_\_  
Local Assistance Division Manager

\_\_\_\_\_  
Date

**From:** [Taylor, Nicole](#)  
**To:** [Borer, Judy](#)  
**Subject:** Fwd: Project TAP-77(61), APPLEWOOD CREEK TRAIL, LA VISTA, CN 22757: Early NTP  
**Date:** Wednesday, July 20, 2022 10:19:22 AM

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**From:** Taylor, Nicole  
**Sent:** Wednesday, July 20, 2022 11:17:55 AM  
**To:** Holle, Doug <[dholle@schemmer.com](mailto:dholle@schemmer.com)>; 'Pat Dowse' <[pdowse@cityoflavista.org](mailto:pdowse@cityoflavista.org)>  
**Cc:** Gibson, Jodi <[Jodi.Gibson@nebraska.gov](mailto:Jodi.Gibson@nebraska.gov)>; Soula, Jeffrey <[jeffrey.soula@nebraska.gov](mailto:jeffrey.soula@nebraska.gov)>; NDOT, Contract Start Date <[NDOT.ContractStartDate@nebraska.gov](mailto:NDOT.ContractStartDate@nebraska.gov)>  
**Subject:** Project TAP-77(61), APPLEWOOD CREEK TRAIL, LA VISTA, CN 22757: Early NTP

NDOT is giving the City of La Vista an **Early Notice to Proceed** with Construction Engineering (CE) services for the above referenced project effective July 20, 2022. This is to allow your Consultant to work on the project as the CE Agreement makes its way through the routing process.

Should the City of La Vista or Schemmer fail to execute the Construction Engineering Agreement, the cost of the construction engineering performed by Schemmer will be the responsibility of the City of La Vista.

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**Exhibit "A"**  
**SCOPE OF SERVICES**

**CONSTRUCTION ENGINEERING  
for**

Project Name: Applewood Creek Trail  
Project Number: TAP-77(61)  
Control Number: 22757

**A. PROJECT DESCRIPTION**

This scope provides for construction engineering services for Applewood Creek Trail in  
Sarpy County, Nebraska. The project consists of the following improvements: Grading, Concrete  
Pavements, Culverts, Seeding, Bride, Fence, Electrical, Signing, and General Items

The Schemmer Associates, Inc., (Consultant) shall serve as agent for City of La Vista,  
(LPA), representing the LPA in all matters related to construction engineering services for this project.

It shall be the responsibility of the Consultant to administer, monitor, and inspect construction such that the project is constructed in conformity with the plans, specifications, and special provisions.

The Consultant shall inspect the Contractor's work to determine the progress and quality of work identify discrepancies, report significant discrepancies to the LPA and Department, and direct the Contractor to correct such observed discrepancies.

**B. APPLICABLE PUBLICATIONS**

Work shall be done in accordance with the following materials as currently adopted at the time of letting:

1. AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
2. The ASTM Standards
3. NDOT Materials Sampling Guide
4. NDOT Construction Manual
5. NDOT Standard Specifications for Highway Construction
6. Project Plans
7. Contract Special Provisions
8. Manual on Uniform Traffic Control Devices (MUTCD) and NDOT's supplement to the MUTCD.
9. NDOT Final Review Manual
10. NDOT Standard Method of Tests for Laboratory and Field

**C. LPA SHALL PROVIDE**

The LPA, on an as needed basis, will furnish the following documents for the project.

1. Project description
2. Electronic Construction Plan files including current aerial photographs with project alignment, existing and new rights-of way (ROW) and easements, and LOC, if available
3. Plans and Special Provisions are available on the NDOT website
4. Roadside safety guidelines (Survey Crew Traffic Control Policy, see NDOT website)
5. Survey Field Books with control points and benchmarks
6. NEPA Document
7. Other

These documents may be provided in either paper or electronic format.

**D. CONSULTANT SHALL PROVIDE**

1. Project Management and Coordination. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the LPA and/or NDOT; maintain project records; and perform other duties of the Project Manager as defined in the NDOT Standard Specifications for Highway Construction.
  - 1.1 Project Management activities shall include the following:
    - Project Management – Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.
    - Prepare Change Orders and submit copies to the appropriate parties for approval and full execution.
    - Maintain detailed Project Records and keep them current. All records shall be available at the LPA's office.
    - Generate contractor's progress and final Estimates in Site Manager
    - Review Contractor's Construction Schedule
    - Coordinate with LPA and RC regarding all project activities.
    - Make entries of project data and diary information into Site Manager on a daily basis. Ensure that inspectors and lab personnel are maintaining appropriate daily work reports and all material records.
2. Meetings. Project staff will meet with the LPA, the Contractor, and NDOT when requested by the State, and prepare minutes of the meeting. For some projects, a public meeting may be held and the consultant's attendance may be required.
  - 2.1 Construction Inspection Planning Meeting - The LPA shall coordinate this meeting prior to start of construction to ensure roles and responsibilities are clear. Attendees should include the LPA RC, construction inspection personnel and NDOT State Representative.
  - 2.2 Pre-Construction Meeting - Prepare the agenda, attend, and distribute meeting notes.
  - 2.3 Construction Progress Meetings - Prepare the agenda, attend, and conduct periodic progress meetings with the LPA and/or NDOT personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately 24 meetings.
  - 2.4 ~~Public Meeting (If Required) – Assist the LPA with scheduling and conducting a Public Meeting with Contractor and Residents prior to the start of project~~ Consultant will draft an informational flyer and distribute to residents adjacent to the project.
  - 2.5 Assume 26 trips to the project site for meetings.
3. Traffic Control Plan. Consultant shall prepare a traffic control plan for the project site. These plan sheet(s) are to be signed by a Professional Engineer licensed in the State of Nebraska. Traffic Control plans shall be reviewed by the State Representative prior to placing in service (Owner will use checklist 12-72 to audit and document the Consultant's completion of this activity). Once the plans are completed, they are to be submitted to the Person of Responsible Charge (RC).
  - 3.1 Prepare Traffic Control Plan in accordance to NDOT Standard Plans, MUTCD and the NDOT Supplement to the MUTCD. Sign and seal plans.
  - 3.2 Review and approve Traffic Control Plan (If Completed by Contractor) for conformance to the Contract's Special Provisions.
  - 3.3 Submit Plans to the RC for their records.
  - 3.4 Consultant will prepare two traffic control plans along Giles Road

4. SWPPP Inspections/Manual Updates. Consultant shall conduct inspections bi-weekly and after every  $\frac{1}{2}$ " or greater rain event according to permit regulations. The Stormwater Pollution Prevention Plan (SWPPP) Manual shall be updated according to NDOT and/or LPA requirements.

- 4.1 Conduct 45 Inspections
- 4.2 Update SWPPP Manual and Temporary Erosion Control Plan
- 4.3 Assume 45 trips to the project site for SWPPP Inspections.

5. Construction Survey/Staking. The following tasks are required if the Consultant is providing Construction Surveying and Staking. This work shall be done in accordance with the NDOT Construction Manual.

- 5.1 Provide coordination of staking needs with Contractor.
- 5.2 Consultant shall verify and re-establish if necessary the survey control used during the preliminary engineering.
- 5.3 Stake limits of construction throughout project.
- 5.4 Mark removals including pavement removal limits. Stake right-of-way and construction easements.
- 5.5 Provide slope stakes for grading. Includes staking of retaining wall.
- 5.6 Provide paving hubs. For structures storm sewer and pipe culverts, the consultant will provide grade stakes. Includes staking of pedestrian underpass and bridge.
- 5.7 Provide cross-section for new culverts before providing a Culvert Order List to Contractor.
- 5.8 Stake fence relocation and guardrail.
- 5.9 Stake silt fence.
- 5.10 Verify existing tie-in elevations and locations and adjust new pavement grades to meet existing pavement.
- 5.11 Assume 33 trips to the project site for construction survey/staking.

All items will be staked one time. Except for re-staking required for staking done incorrectly, re-staking will be considered out-of-scope. Consultant will invoice the LPA for the re-staking. If re-staking is required because of the activities of the Contractor, the fee for re-staking will be withheld from Contractor payment.

6. Construction Consultation/Site Manager & Daily Work Report (DWR). Consultant shall contact RC/Designer as needed to obtain plan clarifications/interpretations. Maintain and review project materials and promptly enter information into Site Manager.

- 6.1 Construction Consultation/SiteManager & Daily Work Report (DWR)
  - Review and Enter Data into SiteManager
  - Maintain Project Field Diaries, Files, and Record data in SiteManager
  - Document and Review Daily Work Reports (DWRs)

7. Girder Shim Surveying. (Bridge Projects Only) The Designer (PE) shall determine the girder shim values, which are defined as the differences in elevation between the top-of-girder elevation and the top-of-slab elevation necessary at known points along the length of the girder during placement of the deck to result in the finished top-of-slab elevation to be correct after the girder has deflected under the weight of the slab.

- 7.1 Girder Shim Surveying
  - Shim shots will be taken at the locations as determined by the designer.
  - Elevations and rod readings need to be recorded by Consultant and submitted to PE at the time the shim shots are taken.

8. Perform Bearing Calculations. If pile driving is required on the project, the Consultant shall perform bearing capacity calculations in accordance with the NDOT Construction Manual.

- 8.1 Perform Bearing Calculations

9. Construction Inspection. Consultant shall perform material sampling and testing and complete inspection work and project management in accordance with the references list in Section B of this Exhibit. Consultant shall assume the duties of "Inspector, (also referred to in the NDOT Construction Manual as "Construction Technician"), "Project Manager", and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction. Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

9.1 Construction Inspection: Duties for construction inspection will include, but are not limited to, the following items:

- Conduct wage rate interviews and review payrolls for correctness and Davis-Bacon Wage Rate compliance
- Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.
- Conduct reviews for compliance with Disadvantaged Business Enterprise (DBE) commitments
- The Environmental Compliance Oversight Database (ECOD) system is used to monitor and document construction activities for compliance with NEPA (Environmental Review Checklist, Section 404, NPDES, SWPPP, Threatened and Endangered Species, etc.). The LPA's Responsible Charge (RC)/Project Liaison (PL) or their Construction Engineering Consultant is required to use ECOD to document assessment and compliance with all environmental commitments for the project. An Environmental Compliance Inspection Audit will be conducted by NDOT personnel. (NDOT will use checklist 12-20 to document the audit the LPA CE.).

The LPA (RC/PL) will assume responsibility for entering data into the ECOD system and environmental compliance on the date of Letter of Tentative Acceptance.

- NDOT will provide the Initial Threatened and Endangered Species surveys required as outlined in the conservation conditions; and follow up survey training for the Consultant's environmental inspection personnel. Follow-up surveys as may be required will be the responsibility of the Consultant. Any required surveys for compliance with the Migratory Bird Treaty Act will also be the responsibility of the Consultant. NDOT will not conduct these surveys.
- The Consultant will provide NDOT 30 days advance notice of the need for the initial T&E surveys so that NDOT personnel can be scheduled to perform this work.
- Review work zone traffic control devices daily and, at a minimum weekly interval, conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Control Devices). Perform reflectivity check (DR form 481) of temporary devices at the start of construction activities and at six (6) month intervals or as conditions warrant.
- Collect, sign/date, and file all delivery tickets and material certifications. All required material certifications shall be submitted to NDOT Materials & Research Division accompanied by a completed DR-12 sample ID form or Site Manager Sample Record ID.
- Consultant shall forward shop drawings to the RC for review and approval by the design engineer. Shop drawing review is part of the scope of services for this construction engineering agreement
- Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to RC. Once reviewed by NDOT and FHWA, proceed with the approval process. Forward a signed hardcopy to NDOT for further processing.
- Communicate and coordinate plan revisions and change orders with the Designer.

- Prepare a field checked culvert order list
- Prepare guardrail order list
- Generate periodic progress estimates using SiteManager and forward to RC for further approval.
- Review critical path schedule prepared by the Contractor for appropriateness and Current Controlling Operation (CCO) designation.
- On bridge projects, the Inspector shall take periodic survey shots with the assistance of one of the Contractor's to ensure compliance with the plans. Locate permanent pavement markings

9.2 Measure, calculate, and document quantities of pay items

9.3 Keep all records and data up to date so that all necessary information appears on the Weekly Report of Working Days when they are generated at mid-week.

9.4 Assume 115 trips to the site for construction inspection. It's assumed that half of the winter weekdays (12/1/22 to 3/31/23) will require a site visit for construction inspection.

10. Perform Material Sampling and Testing. The Consultant shall perform material testing as required in accordance with the references list in Section B of this Exhibit. All testing and sampling personnel shall be certified to perform these duties in accordance with the NDOT Materials Sampling Guide section 28. All non-NDOT Laboratories shall be pre-qualified by NDOT's Materials and Research Division to conduct the testing they are contracted to perform.

**NDOT SHALL PROVIDE:**

Typical testing done by NDOT Materials and Research's Central lab (sampling and delivery for these materials is done by Consultant and submitted to NDOT):

All Aggregate

- Quality and Soundness acceptance testing
- Gradation verification testing

PG Binders & Emulsions

- All required acceptance testing

All Steel Products

- All testing required for heat number pre-approval and acceptance testing

Chemical Lab

- All required source pre-approval and acceptance testing

Smoothness

- NDOT will run all 10% verification testing for projects with Smoothness
- Specifications for pavement. NDOT will perform bridge smoothness testing on bridges receiving pavement on either side of the bridge

**CONSULTANT SHALL PROVIDE:**

(List of tests to be provided by NDOT)

10.1 Collect, verify, document and deliver all samples to testing lab

10.2 Collect, verify, document and deliver a copy of all required material certifications to the NDOT Materials and Research Central Lab.

10.3 Review and document test results of all samples and coordinate with owner for acceptance and incorporation into the project.

10.4 Unsuitable soils or subgrade discovered during construction the agreement will be supplemented to allow the Consultant to evaluate the soils and determine an appropriate method of stabilization.

10.5 Assume 45 trips to the project site for Material Sampling and Testing.

11. As-Built Drawings. Prepare As-built drawings according to the LPA manual and the current directions from the NDOT Final Review Section.

11.1 As-Built Drawings

12. Final Inspections. Consultant shall prepare a punch list of items for the project site and conduct a final project walk-through inspection with the LPA RC and NDOT State Representative to verify that corrective work identified on the punch list has been completed.

12.1 Walkthrough of Site and Preparation of Punch List

12.2 Review Project to verify that Punch List work has been completed (Owner will use LPA Manual checklist 12-75 to audit and document the Consultant's completion of this activity)

13. Project Closeout. Assist RC with compiling project construction records as requested. Assemble and transmit Final Construction Records to LPA RC in paper format (printed single sided), including:

13.1 Project Closeout activities shall include the following:

- Project Manager's Final Estimate
- Copy of Consultant PM's (representing LPA) Concurrence/Non-Concurrence Letter w/ Certified Mail Receipt Enclosed.
- Copy of Contractor's signed Concurrence/Non-Concurrence Letter
- Memo of Major Item Review
- Memo of Time Allowance Review (Required only if the Contractor has overrun on the Contract Time Allowance.)
- Borrow Site Memo
- City Agreement Letter
- Project Completion Memo - The Consultant's PM should perform this in an e-mail to the NDOT Rep with the required information – check with the NDOT Rep for this. The Consultant should ensure that the LPA RC sends a letter of Tentative Acceptance (per NDOT format) to the Contractor – send copies to the NDOT Rep.
- Sign Deduction Memo (If required)
- Material Review Memo
- SiteManager PM Diary Report
- SiteManager Contract Item Report for all Contract Items
- All NDOT Spreadsheets and Workbooks used for Contract Item supportive documentation.
- All Contractor-provided Asphalt QA/QC Test Results (asphalt projects)
- Project Culvert Field Book with information per the NDOT Construction Manual
- Signed and stamped As Built Plans (full size)
- Copy of Evaluation(s) of Contractor
- LPA CE Project Closeout Checklist (LPA Manual Checklist 14-10)
- Deliver Final Construction Records to LPA RC, including Form DR-299 - Project Construction Conformity Certification and ensure that the LPA RC completes the LPA RC Project Closeout Checklist (LPA Manual checklist 14-20 and includes it in the Final Records provided to the NDOT State Representative for review)

14. Other. (Additional project specific tasks may be added here)

14.1 Other

14.2 Other

**E. SCHEDULE**

1. Notice to Proceed: July 20, 2022

2. The Consultant shall provide a schedule of activities and deliverables upon award

**Staffing Plan****Construction Engineering**

Project Name: Applewood Creek Trail  
 Consultant: The Schemmmer Associates, Inc.  
 Consultant PM: Jon Goldie, 712-355-0730, jgoldie@schemmmer.com  
 NDOT PC: Example: Jane Smith, 402-479-0001, jane.smith@neb.gov  
 Date: July 15, 2022

Project Number: TAP-77(61)  
 Control Number: 22757

**NEBRASKA**

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

#	Code	Classification	#	Code	Classification
1	PR	Principal	6	SCC	Survey Chief
2	PM	Project Manager	7	SCM	Survey Crew Member
3	SENG	Senior Engineer	8	INS	Inspector
4	ENG	Engineer	9	MAT	Materials Testing
5	DES	Designer/CADD Tech	10	ADM	Administrative

Financial Data	
Overhead Rate:	165.09%
Profit Rate:	11.80%
FCCM (if applies):	0.300%
Use latest available data	

**STAFFING PLAN**

Template: T-WB-Construction Engr Fee Proposal (rev 10-23-2019) SRC Multi-year

Employee Name	Job Title & Certifications	Current Actual Hourly Rate	% Assigned
<b>Principal</b>			
Charles Huddleston, PE	Principal	\$88.00	100%
<b>Project Manager</b>			
Jon Goldie, PE	Project Manager - Construction	\$56.40	85%
Darin Brown, PE	Project Manager - QA	\$60.50	15%
<b>Senior Engineer</b>			
Doug Holle, PE	Traffic Engineer - QA	\$66.90	65%
Shane Swope, PE	Transportation Engineer	\$66.90	10%
Matt Rasmussen, PE	Structural Engineer	\$49.00	20%
Loras Klostermann, PE	Materials Engineer	\$57.20	5%
<b>Engineer</b>			
Tyler Lerdahl, PE	Traffic Engineer	\$45.00	20%
Alex Roth, PE	Hydraulic Engineer	\$47.25	20%
Marie Stamm, PE	Public Involvement	\$46.70	20%
Ian Plummer, PE	Structural Engineer	\$40.00	20%
Leslie Steele, PE	Materials Engineer	\$47.00	20%
<b>Designer/CADD Tech</b>			
Kim Greiner	Survey CADD Tech	\$26.50	80%
Gavin Acker	Structural CADD Tech	\$20.00	10%
Efrain Quintanilla	Transportation CADD Tech	\$38.00	10%
<b>Survey Chief</b>			
Tony Bruckner	RLS	\$43.60	75%
Jeremy Bender	RLS	\$42.00	25%
<b>Survey Crew Member</b>			
Ray Flock	Surveyor	\$33.00	50%
Joe Poole	Surveyor	\$34.50	20%
Noah Chigas	Surveyor	\$23.50	20%
Bill Hahn	Surveyor	\$33.00	10%
<b>Inspector</b>			
Greg Kizzier	Senior Inspector	\$35.50	85%
Michael Johansson	Inspector	\$27.40	5%
Jake Sutton	Inspector	\$30.50	5%
Ian Plummer, PE	Structural Inspector	\$40.00	5%
<b>Materials Testing</b>			
Rob McClenahan	Field Technician	\$39.40	30%
Julia Stebbins	Field Technician	\$26.00	70%
<b>Administrative</b>			
Dawn Kirchert	Administrative Support	\$22.50	50%
Carla Noble	Administrative Support	\$20.00	50%

**SRC Billing Rates****Construction Engineering**Date: July 15, 2022Consultant: The Schemmer Associates, Inc.**SRC Billing Rates Calculated based on:**

Overhead:	165.09%
Profit Rate:	11.80%
FCCM (if applies):	0.30%
Salary Escalation Factor:	3.0%

**Weighting:**

50%	Period 1: NTP through: <u>December 31, 2022</u>
50%	Period 2: Labor beginning: <u>January 1, 2023</u>
	Period 3: Labor beginning: <u>January 1, 2024</u>
	Period 4: Labor beginning: <u>January 1, 2025</u>
100%	% of work estimated during each period

**SRC BILLING RATE per employee**New Employee Multiplier = 2.96

Employee Name	Current Rate	SRC Billing Rate				% Assigned
		Period 1	Period 2	Period 3	Period 4	
<b>Principal</b>						
Charles Huddleston, PE	\$88.00	\$261.00	\$269.00	\$277.00		100%
Weighted Rate For Calculating Contract Max:	\$265.00					
<b>Project Manager</b>						
Jon Goldie, PE	\$56.40	\$167.00	\$172.00	\$177.00		85%
Darin Brown, PE	\$60.50	\$179.00	\$184.00	\$190.00		15%
Weighted Rate For Calculating Contract Max:	\$171.30					
<b>Senior Engineer</b>						
Doug Holle, PE	\$66.90	\$198.00	\$204.00	\$210.00		65%
Shane Swope, PE	\$66.90	\$198.00	\$204.00	\$210.00		10%
Matt Rasmussen, PE	\$49.00	\$145.00	\$149.00	\$153.00		20%
Loras Klostermann, PE	\$57.20	\$170.00	\$175.00	\$180.00		5%
Weighted Rate For Calculating Contract Max:	\$188.78					
<b>Engineer</b>						
Tyler Lerdahl, PE	\$45.00	\$134.00	\$138.00	\$142.00		20%
Alex Roth, PE	\$47.25	\$140.00	\$144.00	\$148.00		20%
Marie Stamm, PE	\$46.70	\$139.00	\$143.00	\$147.00		20%
Ian Plummer, PE	\$40.00	\$119.00	\$123.00	\$127.00		20%
Leslie Steele, PE	\$47.00	\$139.00	\$143.00	\$147.00		20%
Weighted Rate For Calculating Contract Max:	\$136.20					
<b>Designer/CADD Tech</b>						
Kim Greiner	\$26.50	\$79.00	\$81.00	\$83.00		80%
Gavin Acker	\$20.00	\$59.00	\$61.00	\$63.00		10%
Efrain Quintanilla	\$38.00	\$113.00	\$116.00	\$119.00		10%
Weighted Rate For Calculating Contract Max:	\$81.45					
<b>Survey Chief</b>						
Tony Bruckner	\$43.60	\$129.00	\$133.00	\$137.00		75%
Jeremy Bender	\$42.00	\$125.00	\$129.00	\$133.00		25%
Weighted Rate For Calculating Contract Max:	\$130.00					
<b>Survey Crew Member</b>						
Ray Flock	\$33.00	\$98.00	\$101.00	\$104.00		50%
Joe Poole	\$34.50	\$102.00	\$105.00	\$108.00		20%
Noah Chigas	\$23.50	\$70.00	\$72.00	\$74.00		20%
Bill Hahn	\$33.00	\$98.00	\$101.00	\$104.00		10%
Weighted Rate For Calculating Contract Max:	\$94.60					
<b>Inspector</b>						
Greg Kizzier	\$35.50	\$105.00	\$108.00	\$111.00		85%
Michael Johansson	\$27.40	\$81.00	\$83.00	\$85.00		5%
Jake Sutton	\$30.50	\$90.00	\$93.00	\$96.00		5%
Ian Plummer, PE	\$40.00	\$119.00	\$123.00	\$127.00		5%
Weighted Rate For Calculating Contract Max:	\$105.25					
<b>Materials Testing</b>						
Rob McClenahan	\$39.40	\$117.00	\$121.00	\$125.00		30%
Julia Stebbins	\$26.00	\$77.00	\$79.00	\$81.00		70%
Weighted Rate For Calculating Contract Max:	\$90.30					
<b>Administrative</b>						
Dawn Kirchert	\$22.50	\$67.00	\$69.00	\$71.00		50%
Carla Noble	\$20.00	\$59.00	\$61.00	\$63.00		50%
Weighted Rate For Calculating Contract Max:	\$64.00					

## Consultant's Estimate of Hours

## Construction Engineering

Project Name: Applewood Creek Trail

Project Number: TAP-77(61)

Consultant: The Schemmer Associates, Inc.

Control Number: 22757

Consultant PM: Jon Goldie, 712-355-0730, jgoldie@schemmer.com

NDOT PC:

Date: July 15, 2022

TASKS	PERSONNEL CLASSIFICATIONS										Total
	PR	PM	SENG	ENG	DES	SCC	SCM	INS	MAT	ADM	
<b>1. Project Management &amp; Coordination</b>	2	90	5	8				10			115
1.1 Project Management	2	80	5								87
1.2 Plan and Spec review, project setup		10		8				10			28
<b>2. Meetings</b>	3	89	17			7		37	7	8	168
2.1 Construction Inspection Planning Meeting			4	4			4		4	4	20
2.2 Pre-Construction Meeting	3	8	3			3		3	3	2	25
2.3 Construction Progress Meetings		48	4					24		6	82
2.4 Public Meeting (If Required)		3						6			9
2.5 Trips to Site (Travel Time) for Meetings		26	6								32
<b>3. Traffic Control Plan</b>		2	12	16							30
3.1 Prepare Traffic Control Plan		2	10	16							28
3.2 Review Traffic Ctrl Plan (If completed by Contractor)											
3.3 Sign and Submit Plans to the RC			2								2
<b>4. SWPPP Inspections/Manual Updates</b>								66			66
4.1 Conduct Inspections								45			45
4.2 Update SWPPP Manual								6			6
4.3 Trips to Site (Travel Time) for SWPPP Inspections								15			15
<b>5. Construction Survey/Staking</b>					74	42	576				692
5.1 Provide coordination of staking needs w/ Contractor						4	4				8
5.2 Verify and re-establish the survey control, if needed					2	2	16				20
5.3 Stake limits of construction throughout project					8	2	48				58
5.4 Mark removal limits, Stake ROW & const easements					4	2	24				30
5.5 Provide slope stakes for grading					10	5	72				87
5.6 Provide paving hubs					40	21	300				361
5.7 Provide cross-section for new culverts					1	1	8				10
5.8 Stake fence relocation and guardrail					1	1	6				8
5.9 Stake silt fence					6	2	24				32
5.10 Verify exist tie-in elevations, adjust pavement grades					2	2	8				12
5.11 Trips to Site (Travel Time) for Const Survey/Staking								66			66
<b>6. Construction Consultation/Site Manager &amp; Daily Work Report (DWR)</b>	84	8	8					140			240
6.1 Construction Consultation/Site Manager & DWR	84	8	8					140			240
<b>7. Girder Shim Surveying (Bridge Proj Only)</b>											
7.1 Girder-Shim Shots for Steel Girder Bridges											
7.2 Concrete-Slab Bridge-Deck Form Checks											
7.3 Trips											
<b>8. Perform Bearing Calculations</b>											
8.1 Perform Bearing Calculations											
<b>9. Construction Inspection</b>	170	10						1370			1550
9.1 Construction Inspection	60	10						950			1020
9.2 Measure, calculate, and document qty of pay items	10							140			150
9.3 Maintain records/data, prepare Weekly Report of WDs	80							140			220
9.4 Trips to Site (Travel Time) for Const Inspection	20							140			160
<b>10. Perform Material Sampling and Testing</b>	55							150			205
10.1 Collect, verify, document, deliver all samples to test lab								100			100
10.2 Provide all req'd material certs to the NDOR M&R Lab	25							5			30
10.3 Review and document all test results of all samples	25							5			30
10.4 Trips to Site (Travel) for Delivery & Collecting Samples	5							40			45
<b>11. As-Built Drawings</b>	2			16				8			26
11.1 Prepare As-Built Drawings	2			16				8			26
<b>12. Final Inspections</b>	50							32			82
12.1 Walkthrough of Site and Preparation of Punch List	8							8			16
12.2 Review Project to verify Punch List has been completed	2							4			6
<b>13. Project Closeout</b>											
13.1 Project Closeout	40							20			60
<b>14. Other</b>											
14.1											
14.2											
<b>Total Days</b>	0.63	67.8	6.5	4	11.3	6.13	72	208	20	1	397
<b>Total Hours</b>	5	542	52	32	90	49	576	1663	157	8	3,174.0

## Direct Expenses

## Construction Engineering

**Project Name:** Applewood Creek Trail  
**Consultant:** The Schemmer Associates, Inc.

Project Number: TAP-77(61)  
Control Number: 22757

## Notes & Assumptions

## Construction Engineering

**Project Name:** Construction Engineering  
**Consultant:** The Schemmer Associates, Inc.

Project Number: TAP-77(61)  
Control Number: 22757

### Notes & Assumptions

**Project Cost & Breakdown****Construction Engineering**

Project Name: Applewood Creek Trail  
 Consultant: The Schemmer Associates, Inc.  
 Consultant PM: Jon Goldie, 712-355-0730, jgoldie@schemmer.com  
 NDOT PC:  
 Date: July 15, 2022

Project Number: TAP-77(61)  
 Control Number: 22757

**LABOR COSTS**

Classification	Hours	Weighted Rate	Amount
Principal	5	\$265.00	\$1,325.00
Project Manager	542	\$171.30	\$92,844.60
Senior Engineer	52	\$188.78	\$9,816.56
Engineer	32	\$136.20	\$4,358.40
Designer/CADD Tech	90	\$81.45	\$7,330.50
Survey Chief	49	\$130.00	\$6,370.00
Survey Crew Member	576	\$94.60	\$54,489.60
Inspector	1,663	\$105.25	\$175,030.75
Materials Testing	157	\$90.30	\$14,177.10
Administrative	8	\$64.00	\$512.00
	3174	Subtotal	\$366,254.51

**DIRECT EXPENSES**

	Amount
Subconsultants:	
Printing And Reproduction:	\$400.00
Mileage/Travel:	\$5,250.00
Lodging/Meals:	
Other Miscellaneous Costs:	
	Subtotal
	\$5,650.00

**TOTAL PROJECT COSTS**

	Amount
Labor Costs	\$366,254.51
Direct Expenses	\$5,650.00
	TOTAL COST
	\$371,904.51



**1. PAYMENT METHOD**

Payments under this Agreement will be made based on a Specific Rates of Compensation (SRC) payment method up to a maximum not-to-exceed amount. Consultant will be paid for acceptable actual services performed in accordance with Section 4. ALLOWABLE COSTS.

**2. MAXIMUM AGREEMENT AMOUNTS**

The following are the maximum amounts established in this Agreement for each category of cost. Consultant shall not be paid for any cost that exceeds these amounts without prior written approval from LPA, or State on LPA's behalf.

AMOUNT	CATEGORY
\$ 366,254.51	for actual direct labor costs
<u>\$ 5,650.00</u>	for direct expenses
\$ 371,904.51	total agreement amount

**3. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS**

Over-run: Consultant shall require all subconsultants to notify Consultant any time it has been determined that a subconsultant's costs will exceed its fee estimate (over-run). Consultant must provide an acceptable justification for the over-run and obtain LPA, or State on LPA's behalf, prior written approval before incurring any cost over-run expenses. If approved by LPA, or State on LPA's behalf, a supplemental agreement will be prepared to either shift funds from Consultant to its subconsultant(s) or increase the contract maximum. Contract increases will be considered when additional scope of services are required.

Under-run: If the amount of any subconsultant's cost is less than its fee estimate (under-run), Consultant understands that the amount of the under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless LPA, or State on LPA's behalf, gives prior written approval and, if necessary, approval from Federal Highway Administration (FHWA). If Consultant wishes to shift the balance of subconsultant's fee to Consultant, justification must be provided to LPA and State. Shifting of funds may be approved by LPA, or State on LPA's behalf, with no increase to the fixed fee for profit unless additional scope of services is required by Consultant and additional fee is necessary to complete the work under this Agreement.

**4. ALLOWABLE COSTS**

Allowable costs are direct labor costs, and direct non-labor costs as defined below which Consultant has incurred within 180 days before State has received Consultant's invoice. Costs that Consultant incurred to correct mistakes or errors attributable to Consultant's or Subconsultant's own actions are not allowable costs, even if those costs would not exceed the amounts listed in Section 2. MAXIMUM AGREEMENT AMOUNTS.

**A. Direct Labor Costs are based on the specific rate of compensation (SRC or billing rate)**

Consultant will charge State for Consultant's employees' time working directly on this project. The direct labor costs are calculated by multiplying the SRC rate, as indicated on the Staffing Plan in Exhibit "B" Consultant's Fee Proposal, by the hours worked (in increments not less than one quarter hour).

The Staffing Plan must identify by name all employees of the Consultant who are reasonably expected to provide Services under this Agreement. For employees not listed

on the Staffing Plan, the SRC rate for that employee shall be calculated in the same manner as employees listed on the staffing plan, using the same overhead and fee for profit rate, if applicable, and such calculation **must be shown on the first invoice that includes direct labor**. Reference the Staffing Plan Section of this Agreement regarding changes in personnel.

- 1) **Time Reports:** All hours charged to the project must be documented on time distribution records. The records must clearly indicate the daily number of hours each employee worked on any project or activities for the entire pay period. **Time reports must provide the employee's name and position, dates of service, and a clear, identifying link to the projects, such as project description, project number, control number, and pertinent work phase.** Consultant must establish an adequate system of internal controls to ensure that time charged to projects are accurate and have appropriate supervisory approval.

B. *This section has intentionally been left blank.*

C. **Direct Non-Labor Costs (Direct Expenses)** are all necessary, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices, unless otherwise specified below. Direct non-labor costs include, but are not limited to, the following:

*Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA, or State on LPA's behalf; Special insurance premiums if required solely for this Agreement; Subconsultant costs; Such other allowable items as approved by LPA, or State on LPA's behalf.*

- 1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If, for reasons of practicality, Consultant does treat a direct non-labor cost category in its entirety as an overhead cost, then such costs are not eligible to be additionally billed as a direct expense to this project.
- 2) Costs for subconsultants may not exceed the amounts shown on the attached Consultant's Fee Proposal for each subconsultant unless agreed upon in writing by the Consultant and LPA, or State on LPA's behalf. Consultant shall require subconsultant costs to have the same level of documentation as required of Consultant. Consultant must review subconsultants' invoices and progress reports to ensure they are accurate, include only allowable costs, and have proper documentation before sending to State.
- 3) The following direct non-labor costs (direct expenses) will be reimbursed at actual costs, not to exceed the rates as shown below.
  - (a) **TRANSPORTATION** – Automobile rentals, air fares, and taxi/shuttle transportation will be reimbursed at the actual, reasonable cost and, if discounts are applicable, the Consultant shall give LPA and State the benefit of all discounts. Itemized receipts must be submitted with invoices. A bank card receipt that displays only the total cost of the transportation expense is not sufficient documentation. Tips must be included in the total fare amount claimed on the travel log form. Tips for complimentary transportation are considered an incidental expense and cannot be claimed as a transportation-related expense.

**EXHIBIT "C"**  
**FEES AND PAYMENTS**

(b) MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately-owned vehicle (POV), is limited to the lesser of:

- (i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use; or
- (ii) The prevailing standard rate as established by the IRS.

NOTE: When Consultant is seeking only reimbursement for mileage, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following information: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense. State's Travel log form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.

(c) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at <http://www.gsa.gov/portal/category/100120>. Consultant shall give State the benefit of all lodging discounts. Lodging receipts must be submitted with invoices.

4) Meal and incidental (M&I) expenses will be reimbursed on a per diem basis, not to exceed the rates as shown below. The incidental expenses portion of the per diem rate includes, but is not limited to, courtesy transportation-related tips, such as hotel, park and ride, or airport shuttles, and fees and tips to porters, hotel employees, baggage carriers, and flight attendants. No receipts are required for M&I expenses.

(a) The State per diem rate for the destination of travel is 70% of the applicable Federal GSA per diem rate. The State per diem breakdown amounts for breakfast, lunch, dinner, and incidental expenses are 70% of the Federal GSA per diem breakdown amounts.

(b) The State per diem rate shall be reduced by the State meal breakdown amount(s) for any meal provided by others. Examples include:

- (i) Meals included in a conference or event fee
- (ii) Meals provided by lodging facility
- (iii) Meals purchased by 3rd Party
- (iv) Meals charged directly to and paid for by the State

(c) MULTI-DAY TRAVEL – Travel that includes at least one overnight stay.

- (i) M&I reimbursement on the first and last day of travel will be reduced to 75% of the State per diem rate.
- (ii) Except for a meal provided by others (see paragraph 4)(b) above), all meals may be claimed on the first and last day of travel irrespective of the start and stop times for those days.

(d) SAME DAY TRAVEL – Travel that does not include an overnight stay.

- (i) Employee shall not claim reimbursement for a meal that was purchased within 20 miles of the city or town of the employee's residence or primary work location.

- (ii) M&I reimbursement for same day travel will be reduced to 75% of the State per diem breakdown amounts.
- (iii) The following criteria must be met for Consultant and its employees to be eligible for the M&I reimbursement on same day travel.
  - (1) Breakfast - Employee leaves for same day travel at or before 6:30 a.m. or 1-1/2 hours before the employee's shift begins, whichever is earlier, the breakfast rate may be claimed.
  - (2) Lunch – No reimbursement is allowed.
  - (3) Dinner/Supper – Employee returns from same day travel or work location at or after 7:00 p.m., or 2 hours after the employee's shift ends, whichever is later, the evening meal rate may be claimed.
  - (4) Incidental Expenses – No reimbursement is allowed unless the employee is also approved for breakfast or dinner meal expenses.
  - (5) The time limitations set forth above do not include the time taken for the meal.
- (iv) EXCEPTION to same-day travel meal reimbursement for Construction Engineering (CE) Services Agreements – For CE Services Agreements, Consultant will not be eligible for reimbursement for meals related to same-day travel.

5) EXTENDED STAY/LONG TERM TRAVEL  
No extended stay arrangements, such as apartments or weekly/monthly meal reimbursement rates, have been approved.

**5. INELIGIBLE COSTS**  
State will not pay for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE Section of this Agreement, unless approved in writing by LPA, or State on LPA's behalf. Per Section 4. ALLOWABLE COSTS, State will not pay for costs incurred, but not submitted to State within 180 days of the date incurred. Travel costs are deemed to have been incurred on the day the travel occurs. Subconsultant costs are deemed to have been incurred on the day the Subconsultant actually incurs the cost, not the day the subconsultant invoices the cost to the Consultant.

**6. This section has intentionally been left blank.**

**7. INVOICES AND PROGRESS REPORTS**

- A. Consultant shall promptly submit invoices to State based on Consultant's billing period but shall not submit more than one invoice per month. Invoices must include all allowable costs for services provided during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including subconsultant costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 180 days prior to State's receipt of the invoice. Accordingly, State retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.
- B. In the event Consultant has incurred otherwise allowable costs, and such costs would exceed the maximum direct labor costs or total agreement amount listed in Section 2.

MAXIMUM AGREEMENT AMOUNTS, Consultant shall list such costs on the invoice, but they must be subtracted from the total invoice amount submitted to State for payment.

C. Content of Invoice Package (Presented in this order)

1) Consultant's Invoice:

- (a) The first page of an invoice must identify the company's name and address, invoice number, invoice date, invoicing period (beginning and ending dates of services), and agreement or task order number.
- (b) The invoice and, when applicable, accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the specific rate of compensation (billing rate) for each employee. For employees not listed on the Staffing Plan, the SRC rate for that employee shall be calculated in the same manner as employees listed on the staffing plan, using the same overhead and fee for profit rate, if applicable, and such calculation **must be shown on the first invoice that includes direct labor.**
- (c) Direct non-labor expenses:
  - (i) Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed along with supporting receipts or invoices.
  - (ii) Travel-related expenses must be summarized and submitted on NDOT Form 163 (see paragraph 7.C.4) below). Supporting receipts (excluding meal receipts) must be submitted with NDOT Form 163 when invoicing for these expenses.
  - (iii) All supporting receipts must be kept as required in Section 18.

CONSULTANT COST RECORD RETENTION.

- (d) Time Records, as outlined in paragraph 4.A.1).
- (e) Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to submit and retain.

2) Progress Report: A progress report must accompany the invoice package documenting Consultant's work during the service period. If an invoice is not submitted monthly, then a progress report must be submitted at least quarterly via email to LPA and State's Project Coordinator. All progress reports must include, but are not limited to, the following:

- (a) A description of the Services completed for the service period to substantiate the invoiced amount.
- (b) A description of the Services anticipated for the next service period
- (c) A list of information Consultant needs from LPA, or State on LPA's behalf
- (d) Percent of Services completed to date

NOTE: LPA or State's Project Coordinator may request more specific information or detail be included in Progress Reports.

3) Cost Breakdown Form: Each invoice package must include a current and completed "Cost Breakdown Form" (NDOT Form 162a). This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Utilizing the Cost Breakdown Form helps reduce errors in calculating previously billed amounts and limitations on eligible costs billed.

- 4) Travel Log: If an invoice contains any travel-related expenses, then a current and completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Upon pre-approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as the current NDOT Form 163. The Travel Log must document the employee's name, vehicle identification (if applicable), date/time of departure to the project, date/time of return to the headquarters town, locations traveled, and expenses for transportation, meals, and lodging.
- 5) Mileage Log (when applicable): When Consultant is seeking reimbursement for mileage only, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense.

D. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's OnBase Invoice Workflow System for review, approval, and payment. The user guide for the OnBase Invoice Workflow system, along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.

E. Notice of Public Record: Documents submitted to State, including invoices, supporting documentation, and other information are subject to disclosure by State pursuant to the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq. ACCORDINGLY, CONSULTANT SHALL REDACT OR NOT SUBMIT TO STATE INFORMATION THAT IS CONFIDENTIAL, INCLUDING, BUT NOT LIMITED TO, FINANCIAL INFORMATION SUCH AS SOCIAL SECURITY NUMBERS, TAX ID NUMBERS, OR BANK ACCOUNT NUMBERS. Consultant understands that State does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State for the disclosure of such information.

#### **8. PAYMENTS**

State, on LPA's behalf, will pay Consultant after receipt of Consultant's invoice and determination by LPA, or State on LPA's behalf, that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services, or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

**9. PROMPT PAYMENT CLAUSE**

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract for work, including all lower tier subcontracts. The "Prompt Payment Clause" will require progress payments to all subconsultants for all work completed, within twenty (20) calendar days after receipt of progress payments from the State for said work. If Consultant fails to carry out the requirements of the "Prompt Payment Clause" without just cause, it will be considered a material breach of this Agreement. In such situation, State may withhold any payment due to Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), terminate this Agreement, or any other such remedy as State deems appropriate. Consultant may withhold payment to a subcontractor only for just cause and must notify the State in writing of its intent to withhold payment before actually withholding payment. Consultant shall not withhold, delay, or postpone payment without first receiving written approval from the State.

**10. SUSPENSION OF PAYMENTS**

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed, or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until all remedial action is completed by Consultant to the satisfaction of State, at Consultant's sole cost.

*11. This section has intentionally been left blank.*

**12. FINAL INVOICE AND PAYMENT**

- A. Upon completion of the Services under this Agreement, Consultant shall submit their final invoice to include all labor and expenses. After receipt of final invoice and determination by LPA, or State on LPA's behalf, that the final invoice and Progress Report adequately substantiate the Services provided and that the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant.
- B. Acceptance of the final payment by Consultant will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

**13. AGREEMENT CLOSE-OUT**

Upon submitting its final invoice, the Consultant must complete and submit to LPA, or State on LPA's behalf, a Notification of Completion Form (NDOT Form 39). The form is generated and submitted electronically through State's OnBase Invoice Workflow System. Instructions for generating and submitting the NDOT Form 39 are available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Consultant shall submit NDOT 39 Form within 180 days of completion of the work under this Agreement, and if such Form is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant.

**14. FEDERAL COST PRINCIPLES**

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process, outlined Section 4.4.3.5 DISPUTE RESOLUTION of the LPA Manual, shall be used by the parties. For performance of Services as specified in this Agreement, State will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations 48 CFR 31 (Contract Cost Principles and Procedures).

**15. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS**

LPA, or State on LPA's behalf, may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA, or State on LPA's behalf, decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:

- A. A description of the out-of-scope services,
- B. An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,
- C. An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on LPA's behalf, LPA or State must determine that the situation meets the following criteria:
  - 1) The out-of-scope services are not within the original Scope of Services and additional work effort is required; and
  - 2) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered; and
  - 3) It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the State, on LPA's behalf, may issue a written notice to proceed prior to completing the supplemental agreement (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

The Consultant Work Order (CWO) – NDOT Form 250 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the State's website at

<http://dot.nebraska.gov/business-center/consultant/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

**16. TERMINATION COST ADJUSTMENT**

If the Agreement is terminated prior to project completion, State and LPA will compare the percentage of work actually completed by Consultant to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on LPA's behalf, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

**17. AUDIT AND FINAL COST ADJUSTMENT**

Upon LPA's and State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

**18. CONSULTANT COST RECORD RETENTION**

Consultant, and all its subconsultants or subcontractors, shall maintain originals or copies of any document required to be completed in this Agreement, that substantiate any expense incurred, or changes any legal obligations for three (3) years from the date of final cost settlement by FHWA and project closeout by the State.

Documents include but are not limited to written approvals; time reports; detailed receipts; invoices; transportation costs; mileage; lodging costs; all NDOT forms including NDOT cost breakdown form and NDOT travel form; books; papers; electronic mail; letters; accounting records; supplemental agreements; work change orders; or other evidence pertaining to any cost incurred.

Such materials will be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and copies of any document(s) will be furnished when requested.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**SEPTEMBER 6, 2022 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CHANGE ORDER No. 2 – PARKING DISTRICT No. 2, GARAGE No. 2	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to approve a change order to the contract with Sampson Construction to provide for certain contract item additions and deletions, resulting in a reduction of \$43,724.57 for a revised not to exceed amount of \$12,470,275.43

**FISCAL IMPACT**

This is a \$43,724.57 contract reduction.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A contract with Sampson Construction was approved on September 22, 2021, to construct a 4 story, 495 stall parking structure on Lot 7 of La Vista City Centre. Change Order No. 1 was executed administratively as the change was related to the Chili's demolition schedule lag and had no monetary considerations. Change Order No. 2 consists of items of work added that were unforeseen due to existing underground utility conflicts, a change in the west face metal paneling design and additional tree removals. As Sampson was able to use nearby lots for laydown, a substantial credit was added to the overall project, and the credit covers the additional items of work while still allowing for an overall reduction of the total contract amount. A listing of the Change Order No. 2 items of work are contained within the body of the AIA G701-2017 document attached hereto.

Change Order No. 2 decreases the contract amount not-to-exceed by 0.35% or \$43,724.57 for a revised total amount not-to-exceed of \$12,470,275.43.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NO. 2 TO THE CONTRACT WITH SAMPSON CONSTRUCTION TO PROVIDE FOR ADDITIONS AND DELETIONS OF WORK FOR A REDUCTION OF \$43,724.57 TO THE TOTAL CONTRACT AMOUNT.

WHEREAS, the City has determined it is necessary to make changes to the contract for parking garage no. 2; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for this project; and

WHEREAS, the contract amount will decrease by \$43,724.57 for a contract total of \$12,470,275.43 with change order no. 2;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for a change order to the contract with Sampson Construction to provide for additions and deletions of work for a reduction of \$43,724.57 to the total contract amount.

PASSED AND APPROVED THIS 6TH DAY OF SEPTEMBER 2022.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk



# AIA® Document G701™ – 2017

## Change Order

PROJECT: (Name and address)	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
10-17105-40_La Vista City Centre Parking Garage No. 2 LaVista, NE	Contract For: General Construction  Date: September 22, 2021	Change Order Number: 02  Date: August 3, 2022
OWNER: (Name and address)	ARCHITECT: (Name and address)	CONTRACTOR: (Name and address)
City of LaVista 8116 Park View Blvd LaVista, NE 68128	DLR Group inc. (a Nebraska corporation) 6457 Frances Street, Suite 200 Omaha, NE 68106	Sampson Construction Co., Inc. 5825 South 14 <sup>th</sup> Street Lincoln, NE 68512

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

#### Cost

1. Price escalations and credits per COR-2R	-\$7,311.17
2. Credit for use of Lots 6, 8 and 9 duration of project per COR-3/Bid Alt 4	-\$150,000.00
3. Cap abandoned well per COR-5R1/PR#4	\$2,106.70
4. Tree demo per COR-4/PR#5	\$723.36
5. Change for 4" conduit and fiber line near STC-01 per COR-6/RFI#15	\$902.77
6. Add tip wires for auger cast piles per COR-7/PR#7	\$2,539.98
7. Change metal panel to a .25" scale per COR-8/PR#8	\$65,319.76
8. Re-Route storm line per COR-9/PR#10	\$28,727.72
9. Cap 8" water line and demo 300 LF of water line PR#10	\$13,266.31
 TOTAL	 -\$43,724.57

#### Time

The Contract Time will be increased by Seventeen (17) Calendar days as a result of weather days.

Original Full Notice To Proceed: 2/1/2022

Original Substantial Completion Date: 7/1/2023

Original Contract Time: 515 Calendar Days

Change Order 1 Full Notice To Proceed: 3/14/2022

Change Order 1 Substantial Completion Date: 8/11/2023

Change Order 1 Contract Time: 515 Calendar Days

Substantial Completion Date Change for Weather Days:

Pay App 004 Substantial Completion Date: 8/12/2023

Pay App 006 Substantial Completion Date: 8/24/2023

Pay App 007 Substantial Completion Date: 8/28/2023

The original Contract Sum was

\$ 12,514,000.00

The net change by previously authorized Change Orders

\$ 0.00

The Contract Sum prior to this Change Order was

\$ 12,514,000.00

The Contract Sum will be decreased by this Change Order in the amount of

\$ 43,724.57

The new Contract Sum including this Change Order will be

\$ 12,470,275.43

The Contract Time will be increased by Seventeen (17) days.

The new date of Substantial Completion will be August 28, 2023 per Pay App - 007.

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

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**User Notes:**

(3B9ADA41)

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

DLR Group inc. (a Nebraska corporation)  
**ARCHITECT** (*Firm name*)

Sampson Construction Co., Inc.  
**CONTRACTOR** (*Firm name*)

City of LaVista  
**OWNER** (*Firm name*)

**SIGNATURE**

Matthew Gulsvig  
**PRINTED NAME AND TITLE**

August 3, 2022  
**DATE**

**SIGNATURE**

**PRINTED NAME AND TITLE**

**DATE**

**SIGNATURE**

**PRINTED NAME AND TITLE**

**DATE**

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
SEPTEMBER 6, 2022 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CHANGE ORDER NO. 2 – THOMPSON CREEK REHABILITATION – CENTRAL PARK EAST	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to approve a change order to the contract with Heimes Corporation to provide for additional items of work for an increased amount of \$10,293.16 and a total project amount not to exceed \$854,043.66.

**FISCAL IMPACT**

The FY21/FY22 Biennial Budget provides funding for this project increase.

**RECOMMENDATION**

Approval

**BACKGROUND**

A contract with Heimes Corporation was approved on December 21, 2021, to complete the Central Park East portion of the Thompson Creek channel rehabilitation project. The added items to Change Order No. 2 account for hydro-excavation of the Magellan gas lines, temporary seeding of the soil stockpile (both items in preparation of the Central Park Access Road - Park View project), and for the removal of fence posts near Edgewood Boulevard that were no longer needed due to the reduction in gabion basket slope protection. The remainder of changes are items of work quantity additions or deletions.

Change Order No. 2 increases the contract amount not-to-exceed by 1.21% or \$10,293.16 for a revised total amount not-to-exceed of \$854,043.66. The final pay application will be considered after approval of this Change Order.

Change Order No.2 is attached for further review.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NO. 2 TO THE CONTRACT WITH HEIMES CORPORATION, OMAHA, NEBRASKA, TO PROVIDE FOR ADDITIONAL ITEMS OF WORK, FOR AN INCREASED AMOUNT OF \$10,293.16 AND A TOTAL PROJECT AMOUNT NOT TO EXCEED \$854,043.66.

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

WHEREAS, the FY21/FY22 Biennial Budget provides funding for this project.

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

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for Change Order No. 2 to the contract with Heimes Corporation., Omaha, Nebraska, to provide for additional items of work, for an increased amount of \$10,293.16 and a total project amount not to exceed \$854,043.66.

PASSED AND APPROVED THIS 6TH DAY OF SEPTEMBER 2022.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

Change Order No. 2

DATE: September 1, 2022

PROJECT: Thompson Creek-Central Park East

TD2 File NO.: 171-422.32

OWNER: City of La Vista, Nebraska  
8116 Park View Blvd.  
La Vista, NE 68128

CONTRACTOR: Heimes Corp.  
9144 South 147<sup>th</sup> Street  
Omaha, NE 68138

CONTRACT DATE: December 28, 2021

DESCRIPTION OF CHANGES:

ADDITIONS:

Item	Description	Quantity	Unit	Unit Price	Amount
CO-2.1	Hydro-excavate and Backfill Magellan Lines	1	L.S.	\$ 2,200.00	\$ 2,200.00
CO-2.2	Temporary Seed Stockpile	1	L.S.	\$ 250.00	\$ 250.00
CO-2.3	Install and Remove Posts for Incorrect Fence Location	1	L.S.	\$ 1,950.00	\$ 1,950.00
CO-2.4	Measured Quantities Exceeding Contract Amount	1	L.S.	\$ 5,893.16	\$ 5,893.16

TOTAL ADDITIONS = \$10,293.16

TOTAL DEDUCTIONS = (\$0.00)

NET CHANGE IN CONTRACT PRICE = \$ 10,293.16

ORIGINAL CONTRACT PRICE = \$ 837,336.45

CHANGE ORDER 1 CONTRACT PRICE = \$ 843,750.50

CHANGE ORDER 2 CONTRACT PRICE = \$ 854,043.66

Reasons for Changes:

There are two existing Magellan pipelines that run through the project site. In order to perform work and cross these pipelines within the easement area, Magellan required the pipes to be excavated and elevations obtained. Hydro-excavation was added to obtain this information. Temporary seeding of the stockpile was added due to the Phase 2 work not occurring within 14 days of Phase 1 work completion. A portion of the black vinyl chain link fence near the newly constructed headwall was staked based on a previous version of the project plans. The fence posts were removed and installed in the correct location. Change order item CO-2.4 reconciles the difference between the measured quantities in the field and the approximate bid quantities. Several bid items were measured higher than the bid amount and others measured lower. The following bid items exceeded the approximate bid quantity: Item 8, 8A, 11, 12, CO1.5, 21, 26, 29, 30, 33, 35, 41 and CO1.7. The following bid items were measured lower than the approximate bid quantity: Item 7, CO1.3, 13, 17, 18, CO1.4, 27, 28, 34, 37, 38, and 40.

Respectfully submitted,



Bradley Huyck, P.E.  
THOMPSON, DREESSEN & DORNER, INC.

The undersigned parties to the above-referenced contract hereby agree to the changes as set forth above.

THE CITY OF LA VISTA, NEBRASKA

MAYOR

CLERK

HEIMES CORP.

*Carrie Brumley* Project Manager  
BY \_\_\_\_\_ TITLE \_\_\_\_\_  
*Brumley*  
Attest

FINAL PAYMENT RECOMMENDATION ON CONTRACT FOR  
THOMPSON CREEK – CENTRAL PARK EAST

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

Contractor: Heimes Corporation  
9144 S. 147<sup>th</sup> Street  
Omaha, NE 68138

ORIGINAL CONTRACT AMOUNT	\$837,336.45
CURRENT CONTRACT AMOUNT	\$854,043.66

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATION(S) \$ 759,259.67

Item	Description	Approx. Qty To Date	Unit Price	Amount To Date
1	Mobilization	1.0 L.S. \$	23,950.00 / L.S. \$	23,950.00
2	Remove Existing Restroom Building & Utility Services	1 L.S. \$	8,670.00 / L.S. \$	8,670.00
3	Remove Metal Picnic Structure	1 L.S. \$	3,840.00 / L.S. \$	3,840.00
4	Clearing and Grubbing	1 L.S. \$	72,390.00 / L.S. \$	72,390.00
5	Stockpile and Redistribute Topsoil (800 CY Moved Twice), Established Quantity	1600 C.Y. \$	10.50 / C.Y. \$	16,800.00
6	Common Earthwork, In Place, Established Quantity	1,150 C.Y. \$	16.74 / C.Y. \$	19,251.00
7	Stockpile Excavation, On Site	3,131 C.Y. \$	6.18 / C.Y. \$	19,349.58
8	Haul Excess Soil Off Site to La Vista Public Works	1,894 C.Y. \$	9.40 / C.Y. \$	17,803.60
8A	Haul Unsuitable Soil Off Site & Dispose	2,975 C.Y. \$	20.95 / C.Y. \$	62,326.25
9	Remove and Dispose Existing Culvert Headwall & Railing	1 L.S. \$	2,575.00 / L.S. \$	2,575.00
10	Remove and Dispose 18"-24" Storm Sewer	215 L.F. \$	35.05 / L.F. \$	7,535.75
11	Remove and Dispose A.C.C. Pavement	1,237 S.Y. \$	7.52 / S.Y. \$	9,302.50
12	Remove and Dispose P.C.C. Pavement	160 S.Y. \$	9.20 / S.Y. \$	1,472.00
13	Remove and Dispose of 4 Ft Tall Chain Link Fence	846 L.F. \$	5.82 / L.F. \$	4,923.72
14	Remove and Dispose of Yard Hydrant & Drinking Fountain	1 EA. \$	6,525.00 / EA. \$	6,525.00
15	Construct 24" Concrete Collar, In Place	1 EA. \$	850.00 / EA. \$	850.00
16	Construct 18" RCP Storm Sewer w/Bedding & Couplers, In Place	70 L.F. \$	143.25 / L.F. \$	10,027.50
17	Construct 24" RCP Storm Sewer w/Bedding & Couplers, In Place	42.2 L.F. \$	150.00 / L.F. \$	6,334.50
18	Flex-A-Mat, In Place	568 S.F. \$	16.15 / S.F. \$	9,173.20

Final Payment Recommendation  
 Thompson Creek – Central Park East  
 September 1, 2022  
 Page 2 of 4

19	Construct 6" PCC Trail Pavement, In Place	550	S.Y.	\$	83.50	/	S.Y.	\$	45,925.00
20	Construct 7" PCC Pavement, In Place	Deleted CO #1	S.Y.	\$	78.90	/	S.Y.	\$	0.00
21	Construct 54" I.D. Storm Sewer Manhole, In Place	40	V.F.	\$	846.00	/	V.F.	\$	33,670.80
22	Construct SAFL-Baffle, In Place	4	EA.	\$	8,285.00	/	EA.	\$	33,140.00
23	Construct 18" Reinforced Concrete Flared End Section w/Footing, In Place	3	EA.	\$	3,091.00	/	EA.	\$	9,273.00
24	Construct 24" Reinforced Concrete Flared End Section w/Footing, In Place	1	EA.	\$	3,425.00	/	EA.	\$	3,425.00
25	Construct 4' Tall, 6' Wide, Black Vinyl Coated, Chain Link Fence Gate, In Place	1	EA.	\$	1,380.00	/	EA.	\$	1,380.00
26	Construct 6' Tall White Vinyl Privacy Fence, In Place	744	L.F.	\$	90.25	/	L.F.	\$	67,146.00
27	Construct 4' Tall, Black Vinyl Coated, Chain Link Fence, In Place	281	L.F.	\$	60.35	/	L.F.	\$	16,958.35
28	Remove Existing Railing & Replace with 4' Tall, Black Vinyl Coated, Chain Link Fence, In Place	80	L.F.	\$	76.15	/	L.F.	\$	6,092.00
29	Construct Temporary Chain Link Fence, In Place	700	L.F.	\$	10.95	/	L.F.	\$	7,665.00
30	Construct PCC Weir Structure, In Place	21	L.F.	\$	294.50	/	L.F.	\$	6,184.50
31	Construct Armorflex 40L Creek Reinforcement, In Place	6,450	S.F.	\$	22.77	/	S.F.	\$	146,866.50
32	Wetland Soil Amendment, In Place	470	C.Y.	\$	70.35	/	C.Y.	\$	33,064.50
33	Construct Gabion Baskets w/Stone, In Place	22	C.Y.	\$	405.00	/	C.Y.	\$	8,910.00
34	Furnish & Install Tensar Bionet, C125BN	1,692	S.Y.	\$	3.25	/	S.Y.	\$	5,500.30
35	Furnish & Install Tensar Bionet, SC150BN	6,472	S.Y.	\$	3.10	/	S.Y.	\$	20,063.20
36	Install, Maintain, and Remove Stabilized Construction Entrance	1	EA.	\$	3,065.00	/	EA.	\$	3,065.00
37	Furnish, Install and Maintain Fabric Silt Fence, In Place	280	L.F.	\$	4.80	/	L.F.	\$	1,344.00
38	Remove and Dispose Fabric Silt Fence	30	L.F.	\$	0.85	/	L.F.	\$	25.50
39	Water Management, Complete	1	L.S.	\$	20,700.00	/	L.S.	\$	20,700.00
40	Furnish and Install K-31 Fescue Seed, w/Straw Mulch, In Place	0.95	AC.	\$	3,735.00	/	AC.	\$	3,548.25

Final Payment Recommendation  
 Thompson Creek – Central Park East  
 September 1, 2022  
 Page 3 of 4

41	Furnish, Install, Maintain and Remove Orange Safety Fence	1,450	L.F.	\$ 4.50	/	L.F.	\$ 6,525.00
42	Furnish & Install Prairie D Plus Seeding, In Place	1.28	AC.	\$ 3,450.00	/	AC.	\$ 4,416.00
43	Furnish & Install Low Prairie Seeding, In Place	0.15	AC.	\$ 5,750.00	/	AC.	\$ 862.00
CO-1.1	Increase Qty of Common Earthwork, Contract Item 6	20	C.Y.	\$ 16.74	/	C.Y.	\$ 334.80
CO-1.2	Increase Qty of Stockpile Excavation on Site, Contract Item 7	160	C.Y.	\$ 6.18	/	C.Y.	\$ 988.80
CO-1.3	Increase Qty of Remove and Dispose A.C.C. Pavement, Contract Item 11	27.0	S.Y	\$ 7.52	/	S.Y	\$ 203.04
CO-1.4	Increase Qty of 6" PCC Trail Pavement, In Place, Contract Item 19	103.56	S.Y	\$ 83.50	/	S.Y	\$ 8,647.26
CO-1.5	Furnish & Place Crushed Rock Surfacing, (1-1/2" Minus Limestone) In Lieu of 7" PCC	77.09	TN	\$ 39.50	/	TN	\$ 3,045.06
CO-1.6	Increase Qty of Armorflex 40L Creek Reinforcement, In Place, Contract Item 31	1,960	S.F.	\$ 22.77	/	S.F.	\$ 44,629.20
CO-1.7	Increase Qty of Prairie 3 Plus Seeding, In Place, Contract Item 42	0.19	AC.	\$ 3,450.00	/	AC.	\$ 655.50
CO-1.8	Furnish & Maintain Sidewalk Detour Signs	1	L.S.	\$ 745.00	/	L.S.	\$ 745
CO-1.9	Remove Additional Trees	4	EA.	\$ 300.00	/	EA.	\$ 1,200.00
CO-2.1	Hydro-excavate and Backfill Magellan Lines	1	L.S.	\$ 2,200.00	/	L.S.	\$ 2,200.00
CO-2.2	Temporary Seed Stockpile	1	L.S.	\$ 250.00	/	L.S.	\$ 250.00
CO-2.3	Install and Remove Posts for Incorrect Fence Location	1	L.S.	\$ 1,950.00	/	L.S.	\$ 1,950.00
<b>TOTAL</b>							<b>\$ 854,043.66</b>
<b>LESS PREVIOUS PAYMENT RECOMMENDATION(S)</b>							<b>\$ 759,259.67</b>
<b>TOTAL DUE TO CONTRACTOR</b>							<b>\$ 94,783.99</b>

OK TO PAY -  
 CONTINGENT UPON  
 APPROVAL OF CO#2  
 Pmo 9/1/22

16.71.C917.CC- PART 20001

Final Payment Recommendation  
Thompson Creek – Central Park East  
September 1, 2022  
Page 4 of 4

We recommend that payment in the amount of \$94,783.99 be made to Heimes Corporation.

Respectfully submitted,



Bradley P. Huyck, P.E.  
THOMPSON, DREESSEN & DORNER, INC.

cc: Heimes Corporation – Brenda Koster & Cassie Brumbaugh via email

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**SEPTEMBER 6, 2022 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
HARRISON STREET RIGHT-OF-WAY CONVEYANCE – SW OF 144 <sup>TH</sup> ST & HARRISON ST	◆RESOLUTION ORDINANCE RECEIVE/FILE	CALE BRODERSEN ASSISTANT CITY PLANNER

**SYNOPSIS**

A resolution has been prepared for Council to consider a request by Krishna, LLC, for the City of La Vista to authorize Sarpy County to vacate and convey a portion of Harrison Street right-of-way adjacent to the Bear Creek Apartments west of the intersection of Harrison Street and S. 144<sup>th</sup> Street.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A resolution has been prepared for Council to consider a request from Krishna, LLC to authorize Sarpy County to vacate and convey a portion of Harrison Street ROW adjacent to Krishna, LLC's property containing the Bear Creek Apartments. The applicant has communicated that they would like to obtain the additional parcel in order to construct an additional apartment building in the future. Future steps for the applicant in the development of an additional apartment building would include obtaining a conditional use permit, replatting the property, and successful completion of the City's design review process.

Section 39-1722 of the Nebraska Revised Statutes requires that any County government seeking to vacate right-of-way located within a municipality's extraterritorial jurisdiction must first obtain approval from the governing body of that municipality.

The City Engineer and Sarpy County Public Works have reviewed and are amendable to the request for right-of-way vacation. A detailed exhibit identifying the requested right of way and legal description are attached.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING SARPY COUNTY TO VACATE A PART OF HARRISON STREET RIGHT OF WAY LOCATED IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, Krishna, LLC has made a request to Sarpy County to vacate a portion of Harrison Street right of way adjacent to the Bear Creek Apartments;

WHEREAS, the legal description for the specific portion of right of way requested to be vacated is identified in Exhibit A, which is presented with this Resolution ("Property"); and

WHEREAS, Section 39-1722 of the Nebraska Revised Statutes requires approval of the governing body of the City where County right of way is located within the future growth boundary of the City, prior to vacating such right of way; and

WHEREAS, Sarpy County is amenable to the request; and

WHEREAS, the City Engineer has reviewed and is amenable to the request;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that Sarpy County's vacation of that portion of Harrison Street right of way within the northeast quarter of Section 14, Township 14 North, Range 11 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska as identified in Exhibit A presented with this Resolution ("Exhibit A") is approved pursuant to Section 39-1722 of the Nebraska Revised Statutes, subject to the following conditions:

In addition to any reserved rights set forth in Sarpy County's Resolution approving vacation of the right of way described in Exhibit A, or specified by applicable laws, rules or regulations governing vacation of right of way by the City or Sarpy County, the following rights, conditions and limitations shall be reserved in perpetuity to Sarpy County and the City of La Vista with respect to the Property:

- i. the right to maintain, operate, repair, replace, extend and renew sewers and other improvements now existing in, on, over, under or across the Property, and in the future to construct, maintain, repair, replace, extend and renew additional or other sewers and improvements;
- ii. the right to authorize public utilities, cable television companies and other persons, systems or services to construct, maintain, repair, replace, renew, extend and operate now or hereafter installed water mains and gas mains, poles, lines, conduits, equipment and appurtenances above, in, on, over, across or below the surface of the ground for the purpose of serving the general public or abutting property;
- iii. the right to authorize such connections or branch lines as may be ordered, desired or permitted by the City or such other utility, person, system or service; and

iv. the right to enter upon Property to accomplish the above or to enforce or exercise any other rights or requirements set forth in this Resolution, the County Resolution, or under any applicable laws, rules, or regulations, or for any related or similar purposes, at any and all times.

Any proposed improvements on or to the Property shall require prior written approval of the County Engineer and City Engineer, and shall be subject to damage or removal in whole or in part by the City or County at the Property owner's sole cost and expense in connection with City or County exercise of any rights reserved to it in this Resolution or the County's Resolution.

BE IT FURTHER RESOLVED that recitals at the beginning of this Resolution and Exhibit A presented with this Resolution are incorporated into this Resolution by reference.

PASSED AND APPROVED THIS 6TH DAY OF SEPTEMBER 2022.

CITY OF LA VISTA

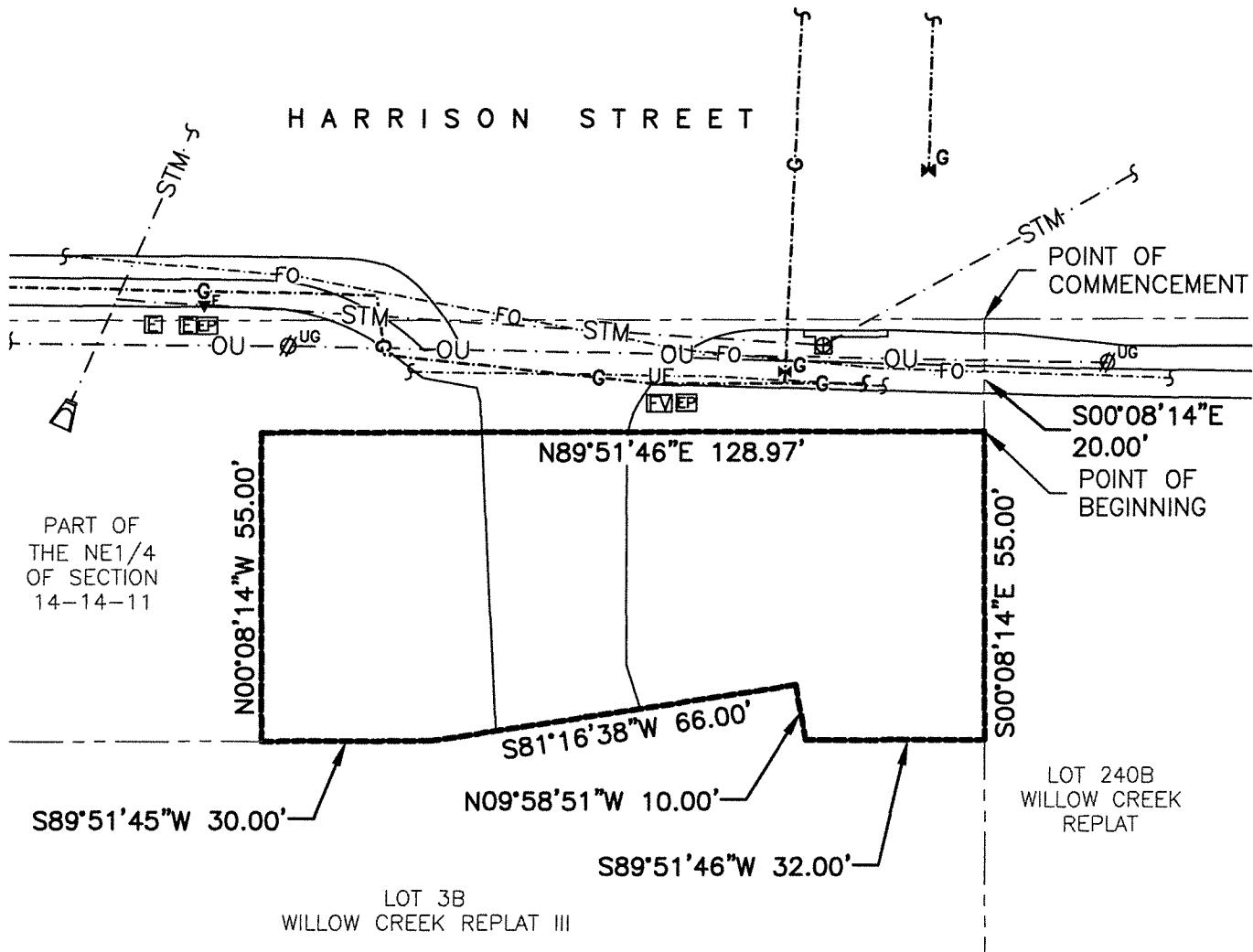
ATTEST:

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Douglas Kindig, Mayor

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Pamela A. Buethe, MMC  
City Clerk



0' 15' 30'

## LEGEND

	POWER POLE		CURB INLET
	POWER POLE WITH UNDERGROUND DROP		GAS VALVE
	ELECTRICAL PEDESTAL		GAS LINE
	ELECTRIC METER		UNDERGROUND ELECTRICAL LINE
	ELECTRICAL PANEL		FIBER OPTIC LINE
	ELECTRICAL VAULT		OVERHEAD UTILITY LINE
	FIBER OPTIC VAULT		STORM SEWER LINE

## LEGAL DESCRIPTION

THAT PART OF THE NE 1/4 OF SECTION 14, T14N, R11E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 240B, WILLOW CREEK REPLAT, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, SAID POINT ALSO BEING ON THE SOUTH LINE OF HARRISON STREET;

THENCE S00°08'14"E (ASSUMED BEARING) 20.00 FEET ON THE WEST LINE OF SAID LOT 240B TO THE POINT OF BEGINNING;

THENCE CONTINUING S00°08'14"E 55.00 FEET ON THE WEST LINE OF SAID LOT 240B TO THE NORTH LINE OF LOT 3B, WILLOW CREEK REPLAT III, A SUBDIVISION IN SAID SARPY COUNTY;

THENCE WESTERLY ON THE NORTHERLY LINE OF SAID LOT 3B ON THE FOLLOWING DESCRIBED FOUR COURSES:

THENCE S89°51'46"W 32.00 FEET;

THENCE N09°58'51"W 10.00 FEET;

THENCE S81°16'38"W 66.00 FEET;

THENCE S89°51'45"W 30.00 FEET;

THENCE N00°08'14"W 55.00 FEET;

THENCE N89°51'46"E 128.97 FEET ON A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID HARRISON STREET TO THE POINT OF BEGINNING.

CONTAINING 6,764 SQUARE FEET OR 0.16 ACRES MORE OR LESS



Job Number: 630-22-1.1EX

thompson, dreessen & dorner, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 f.402.330.5866  
td2co.com

Date: AUGUST 16, 2022

Drawn By: MDK

Reviewed By: MJS

Revision Date:

## EXHIBIT

LANG LAW LLC

SHEET 2 OF 2

**Harrison Street**

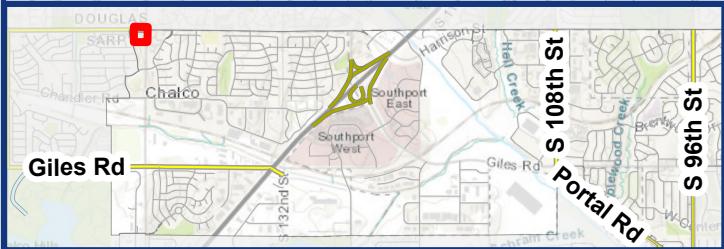
**Requested ROW**

**Owned by  
Krishna, LLC**

**Bear Creek  
Apartments**

**S. 144th Street**

**ROW Request Vicinity Map**



**Legend**

- Property Lines
- Requested ROW



**LA VISTA**

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
SEPTEMBER 6, 2022 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROFESSIONAL SERVICES AGREEMENT – ◆ TERRY DR, LILLIAN AVE & S. 78 <sup>TH</sup> ST PAVEMENT REHABILITATION	RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to authorize engineering services for the design and construction phase of Terry Dr., Lillian Ave., and S.78<sup>th</sup> St. Pavement Rehabilitation in an amount not to exceed \$100,000.

**FISCAL IMPACT**

The FY23/FY24 budget provides funding for this project.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Public Works received seven (7) proposals by the deadline of Friday, August 19, 2022 to which the proposals were evaluated against the selection criteria as listed in the RFP by a selection committee consisting of Public Works administrative, Engineering, and Streets Division staff. After review and careful deliberation, the selection committee recommends Alfred Benesch and Company (Benesch) of Omaha, Nebraska to perform said consulting engineering services. Benesch has a notable history of similar projects within the Omaha Metropolitan region and has completed several similar projects within the City of La Vista; most recent projects being the 96<sup>th</sup> Street and 108th Street Pavement Rehabilitation project and Construction Administrative and Materials Testing Services on the Park View Boulevard 96<sup>th</sup> Street to 84<sup>th</sup> Street Concrete Panel Replacement project, to both projects were completed in 2021. Benesch has the experience and capacity to complete this project within the anticipated schedule, while understanding the City's expectations of providing a high-quality product while having open lines of communication with the project stakeholders.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ALFRED BENESCH AND COMPANY, OMAHA, NEBRASKA, FOR THE DESIGN AND CONSTRUCTION PHASE OF TERRY DR., LILLIAN AVE., AND S.78<sup>TH</sup> ST PAVEMENT REHABILITATION IN AN AMOUNT NOT TO EXCEED \$100,000.00.

WHEREAS, the Mayor and City Council have determined that engineering services for the design and construction phase of Terry Dr., Lillian Ave., and S.78<sup>th</sup> St are necessary; and

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

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that a professional services agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with Alfred Benesch and Company, Omaha, Nebraska, for engineering services in an amount not to exceed \$100,000.00.

PASSED AND APPROVED THIS 6TH DAY OF SEPTEMBER 2022.

CITY OF LA VISTA

ATTEST:

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Douglas Kindig, Mayor

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Pamela A. Buethe, MMC  
City Clerk

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
SEPTEMBER 6, 2022 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE REQUEST FOR QUALIFICATIONS & PROPOSALS – SEWER RATE STUDY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared authorizing a Request for Qualifications & Proposals for consultant engineering services necessary to conduct a sewer rate study for FY25 - FY29.

**FISCAL IMPACT**

The FY23/FY24 Biennial Budget includes funding in the Sewer Fund for this project.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The current sewer rate study covers the period FY20 - FY24. Accordingly, new rates will need to be established for future budgets.

Staff will review and evaluate the proposals received, conduct interviews if necessary, make a selection and negotiate a proposed fee with the firm selected. The recommendation will be brought to the City Council for approval.

The following schedule is proposed:

Publish September 14, 21, 28, 2022

Receive Proposals Until October 7, 2022 @ 12:00 pm

City Council Authorize Agreement November 1, 2022

Notice of Request for Proposals will also be sent to firms with known interest and ability to provide these services.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR CONSULTANT ENGINEERING SERVICES NECESSARY TO CONDUCT A SEWER RATE STUDY FOR FY25 – FY29.

WHEREAS, the Mayor and Council have determined that a sewer rate study is necessary; and

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

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

Publish	September 14, 21, 28, 2022	Receive
Proposals	Until October 7, 2022 @ 12:00pm City	
Council Authorize Agreement	November 1, 2022	

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska hereby authorize the request for qualifications and proposals for consultant engineering services necessary to conduct a sewer rate study for FY25 – FY29.

PASSED AND APPROVED THIS 6TH DAY OF SEPTEMBER 2022.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk



**REQUEST FOR PROPOSALS**

CONSULTANT SERVICES

FOR

SEWER RATE STUDY

FISCAL YEARS 2025-2029

CITY OF LA VISTA, NEBRASKA

PROPOSALS DUE 12:00 PM, OCTOBER 7, 2022

## PURPOSE

The City of La Vista, Nebraska (City) is hereby soliciting consultant proposals for professional services to conduct a sanitary sewer rate study for Fiscal Year 2025 (commencing October 1, 2024) through Fiscal Year 2029 (concluding September 30, 2029). This request invites qualified consultants to submit proposals for accomplishment of the work described below under Scope of Services. Once the firm is selected, a contract will be negotiated.

## BACKGROUND

The City of La Vista is situated on the southerly side of the Omaha metropolitan area. The City enjoys access from Interstate 80 and borders Omaha, Bellevue, Papillion and Ralston. As of 2021, the City is home to nearly 17,000 residents. La Vista's commercial areas are quickly developing in the western portion of the City with nationally recognized companies such as PayPal, Cabela's, Costco, Embassy Suites and Marriott Courtyard Hotels and adjoining La Vista Conference Center, Streck Labs, and Rotella's Italian Bakery. The City's sewer system has approximately 6,500 single family customers, 480 commercial/industrial customers and 3,300 apartment units. The City owns and operates a sanitary sewer collection system but contracts with the City of Omaha for sewage treatment.

**Commented [PD1]:** Update

**Commented [PD2]:** Marcia/Cindy - Can you update these?

## PROJECT DESCRIPTION

The overall objective is to determine sewer rates necessary to adequately fund sewer operations, capital costs, and pay for sewage treatment expenses while keeping rate increases as low as possible and establishing rates that are comparable with surrounding cities.

## SCOPE OF SERVICES

1. Review the existing documentation and historical studies. The following documents can be made available upon request:
  - a. La Vista Sewer Rate Study for FY15 – FY19
  - b. La Vista Sewer Rate Study for FY20 – FY24
  - c. La Vista-Omaha Wastewater Service Agreement & Amendments
  - d. Sewer Use billing records for FY19 - FY22
  - e. Sewer Fund performance (budget reports) for FY19 – FY22
2. Examine the following aspects of the City's wastewater operations to develop a model that identifies current and projected costs for operation of the system for Fiscal Year 2025 through Fiscal Year 2029 based on these criteria:
  - a. Current and future cost of providing sewer service should consider established and anticipated standards and regulations.
  - b. Current and future cost of providing sewer service shall include costs of sewage treatment to the City of Omaha. The City of Omaha sewage treatment rates for the period of this study are expected to be available at the time of starting this sewer rate study.
  - c. Projected demands for sewer service in the La Vista Wastewater Service Area including development and/or redevelopment expectations.
  - d. Age and condition of the sewer system.

- e. Funding requirements for all current long-term liabilities and debt obligations (bonds and loans).
- f. Existing Capital Improvements Program projects to be funded from sewer revenues.
- g. Future financing and debt service to cover system rehabilitation given age and condition of the collection system and application of recommended industry practices to provide for such expenses.
- h. Achieve a reserve in the sewer fund of not less than 25% of the operating expenses at the end of the rate study period. Alternate reserve values consistent with industry recommendations may be examined as part of the alternative rate scenarios.

3. Complete an analysis of the City's sewer fund revenue stream including, but not limited to, the following efforts:

- a. Become familiar with the customer classes and billing procedures that are applicable to the City's sewer use fee collections. The classes and procedures are established by agreement with the City of Omaha and the Metropolitan Utilities District (provider of treated water and billing services by agreement).
- b. Forecast consumption use for each customer class based on growth projections, historical trends of usage from City usage history, and industry trends.
- c. Review the history of capital facility charges (tract sewer connection fees) collected by the City and make projections consistent with the development expectations. This analysis shall include the portion of such fees that are due to other agencies under current agreements.
- d. Review the types of businesses in the City's wastewater service area and determine the potential for abnormal strength wastes for adoption of rates to treat such sewage consistent with the conditions of the agreement between the City of La Vista and City of Omaha.
- e. Become familiar with the manual billing process that the City uses for a limited number (<6) of commercial/industrial users that cannot have sewage use accurately measured through the typical water meter billing process. Historical data will be provided to form a basis for revenue estimation.
- f. Review the history of tract sewer connection fees collected by the City including the portion of such fees that were remitted to other agencies under current agreements.

4. Prepare rate recommendations for the entire rate study period. At least three alternative rate structures shall be provided with alternatives considering the following factors:

- a. Magnitude of monthly customer charge and variation between customer classifications.
- b. Size of reserve to be achieved in the sewer fund at the end of the study period.
- c. Magnitude of capital facility charges (tract sewer connection fees) to be levied
- d. High and low level of development projections
- e. Incorporate increases in the operating expenses due to increase in the size of the sewer system to be maintained by the City. The consultant will be provided with a singular estimation of annexed area to be included during the study period.
- f. Each rate structure shall include monthly projections of revenues and monthly treatment and billing costs for the five year study period.
- g. Compare the rate recommendations to other cities receiving sewage treatment from the City of Omaha for an average single family customer and an average commercial/industrial user.

- h. Compare the rate recommendations to other nearby cities such as Blair, Fremont, Plattsmouth, Lincoln (all in Nebraska) and Council Bluffs, IA for the same average single family customer and average commercial/industrial user.
- i. Analyze sewer division operation and maintenance expenses versus industry standards for the size and age of system maintained by the City and make recommendations as to adjustments to be considered that could significantly affect the sewer rates.

5. The process for conducting the study shall include the following:

- a. Prepare a schedule for study tasks prior to starting work which shall be accepted by the City.
- b. Attend 2 meetings with City staff at the beginning of the project to obtain and discuss available data, processes, and budgetary information.
- c. Prepare an initial draft report after which a meeting will be held with City staff to discuss the report.
- d. Finalize the rate study and prepare recommendations.
- e. Attend a City Council meeting to present the recommendations and answer questions.

#### PROJECT SCHEDULE

All firms submitting proposals must be prepared to initiate work on this project on or about November 2, 2022, after receipt of a Notice to Proceed. The selected firm must be able to complete the services in order to present the recommendations to the City Council during November of 2023.

#### PROPOSAL REQUIREMENTS

In order to facilitate review of the project proposals by the City of La Vista, the following information must be included in the proposal in the order listed:

1. A letter introducing the firm, summarizing your general qualifications and outlining your approach to conducting a sewer rate study. This letter should indicate the length of time for which the proposal is valid (not less than 90 days).
2. A work plan for the services to be provided. Identify any tasks to be completed by City staff which have not been listed in this Request for Proposal as something the City will provide.
3. A fee estimate on a phased basis. Include a spreadsheet identifying personnel, hourly rates, project responsibilities, and estimated amount of time expected for each phase expressed in person-hours. Budget is to be presented as a not-to-exceed figure with all overhead and expenses included. The terms on payment, based on monthly billings to the City, should be outlined.

4. The names of key personnel, their respective titles, experience, and periods of service

with the firm shall be provided. Please identify the primary contact for the study. If sub-consultants are to be used in any aspects of the work, those firms are to be identified in the proposal. The availability of the key personnel to work on this study must be addressed in the proposal.

5. Provide a list and description of at least three relevant studies of a similar scope and complexity which have been completed by the firm submitting the proposal. These three studies shall have been completed in the last five years. Include contact references for each study. Include a digital copy of one completed study that best illustrates a rate study completed by your firm to the study being requested. The digital copy can be provided via flash drive or by link to a web site or a file sharing service. A print copy is not desired.
6. Submit seven (7) bound copies of the Proposal and one (1) Flash Drive containing a pdf copy of the Proposal. Proposals must be submitted to the City Clerk by the date listed on the cover of this Request for Proposal. Address Proposal to:

Pamela Buethe, City Clerk  
City of La Vista  
8116 Park View Boulevard  
La Vista, NE 68128

#### EVALUATION

Due to the nature of the services sought, evaluation of proposals will in large part be subjective. Award of a contract will be based on a number of factors and may or may not be on the basis of lowest cost to the City. The City reserves the right to accept any proposal in whole or in part and to reject any and all proposals, to waive irregularities and to negotiate and revise terms with proposers without notice to other proposers.

Proposals will be reviewed by an internal review committee. The committee anticipates conducting interviews during October 2022. Those firms, whose key personnel are located in an office more than 1 hour drive time from the City, may conduct their interview video conference option.

#### PROTOCOL

Firms submitting proposals should contact Pat Dowse, City of La Vista Public Works Department, 9900 Portal Road, La Vista, NE (402) 331-8927, or [pdowse@cityoflavista.org](mailto:pdowse@cityoflavista.org) for any additional questions regarding the project. No interpretation of the meaning of the Request for Proposals, or other documents, nor correction of any ambiguity, inconsistency, or error herein will be made orally to any consultant. Every request for such interpretation or correction should be in writing to Pat Dowse at the e-mail address listed above.

The City considers all information, documentation, and other materials submitted in response to this request to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure.

The consultant, with regard to the services performed by it during the project, shall not discriminate on the grounds of race, color, national origin, sex, age and disability/handicap including selection of sub-consultants.

END OF RFP

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**SEPTEMBER 6, 2022 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE EXECUTIVE SEARCH FIRM – FINANCE DIRECTOR	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

**SYNOPSIS**

A resolution has been prepared authorizing the selection of an executive search firm to assist with the recruitment and hiring of a Finance Director and authorize the City Administrator or designee authority to negotiate a contract with the agency in an amount not to exceed \$45,000.

**FISCAL IMPACT**

The FY23 annual budget provides funding for this.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On September 2, 2022, the Finance Director gave her resignation effective September 16, 2022. Staff anticipates this position will require an aggressive search process and may take 3 to 6 months to hire a new Finance Director. Preliminary discussions with search firms have taken place. If approved, we will move quickly and begin the process.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AUTHORIZE THE SELECTION OF AN EXECUTIVE SEARCH FIRM TO PROVIDE SERVICES ASSOCIATED WITH THE HIRING OF A FINANCE DIRECTOR IN AN AMOUNT NOT TO EXCEED \$45,000.00.

WHEREAS, the City Council of the City of La Vista has determined that assistance in filling the Finance Director position is necessary; and

WHEREAS, the FY23 annual budget provides funding for this; and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby approve the selection of an executive search firm to provide services associated with the hiring of a Finance Director in an amount not to exceed \$45,000.00.

PASSED AND APPROVED THIS 6TH DAY OF SEPTEMBER 2022.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk