

LA VISTA CITY COUNCIL MEETING AGENDA

May 20, 2025

6:00 p.m.

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

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **Service Awards: Mark Hardesty – 20 Years; Shawn Dooling – 20 Years; Derek Schwartz – 5 Years**
- **Proclamation: National Public Works Week**

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 May 6, 2025 City Council Meeting**
3. **Monthly Financial Reports – April 2025**
4. **Request for Payment – Spencer Management LLC – Professional Services – On-Call Pavement Repairs – \$153,616.08**
5. **Request for Payment – Spencer Management LLC – Professional Services – On-Call Pavement Repairs – \$409,866.72**
6. **Request for Payment – Artistic Sign & Design, Inc – Professional Services – Wayfinding – \$3,746.00**
7. **Request for Payment – Artistic Sign & Design, Inc – Professional Services – Wayfinding – \$4,190.00**
8. **Request for Payment – NL & L Concrete, Inc – Construction Services – East La Vista Sewer and Pavement Rehabilitation – \$174,367.36**
9. **Approval of Claims**

- **Reports from City Administrator and Department Heads**
- **Presentation & Participation Certificates – Mayor's Youth Leadership Council**

B. Ordinance – Amend La Vista Municipal Code Section 113.07

C. Ordinance – Amend Master Fee Ordinance

D. Resolution – Approval of Sarpy County and Cities Wastewater Agency FY2025-2026 Budget

E. Resolution – Award Contract Extension – Janitorial Services – Municipal Facilities

F. Resolution – Approve NEPA Pre-Scoping Agreement – Thompson Creek Trail

G. Resolution – Approve Pre-Scoping Agreement – Thompson Creek Trail

H. Resolution – Authorize Purchase – Pickup Truck

I. Public Works – Mission, Vision and Value Statements

J. Discussion – Golf Car Policy

K. Discussion – Mobile Food Vendor Ordinance

L. Executive Session – Personnel

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

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



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **MARK HARDESTY** OF THE LAVISTA POLICE DEPARTMENT, FOR 20 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Mark Hardesty** has served the City of La Vista since April 18, 2005; and

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

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

DATED THIS 20TH DAY OF MAY 2025.

Douglas Kindig, Mayor

Kim J. Thomas
Councilmember, Ward I

Terrilyn Quick
Councilmember, Ward I

Ronald Sheehan
Councilmember, Ward II

Deb Hale
Councilmember, Ward III

Kevin Wetuski
Councilmember, Ward IV

Kelly R. Sell
Councilmember, Ward II

Alan W. Ronan
Councilmember, Ward III

Jim Frederick
Councilmember, Ward IV

ATTEST:

Rachel D. Carl
City Clerk





CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

LA VISTA

A CERTIFICATE OF APPRECIATION PRESENTED TO **SHAWN DOOLING** OF THE LAVISTA POLICE DEPARTMENT, FOR 20 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Shawn Dooling** has served the City of La Vista since April 18, 2005; and

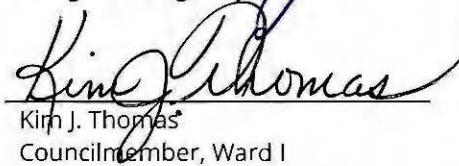
WHEREAS, **Shawn Dooling's** input and contributions to the City of La Vista have contributed to the success of the City;

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

DATED THIS 20TH DAY OF MAY 2025.



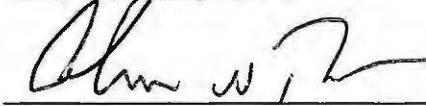
Douglas Kindig, Mayor



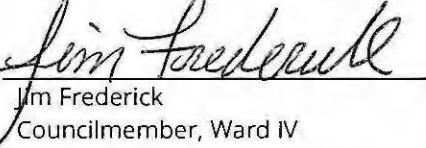
Kirk J. Thomas
Councilmember, Ward I



Kelly R. Sell
Councilmember, Ward II

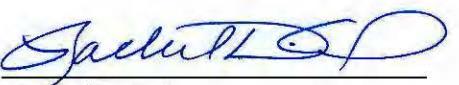


Alan W. Ronan
Councilmember, Ward III



Jim Frederick
Councilmember, Ward IV

ATTEST:



Rachel D. Carl
City Clerk





CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **DEREK SCHWARTZ** OF THE LAVISTA POLICE DEPARTMENT, FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Derek Schwartz** has served the City of La Vista since April 13, 2020; and

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

NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **Derek Schwartz** on behalf of the City of La Vista for 5 years of service to the City.

DATED THIS 20TH DAY OF MAY 2025.

Douglas Kindig, Mayor

Kim J. Thomas
Councilmember, Ward I

Kelly R. Sell
Councilmember, Ward II

Alan W. Ronan
Councilmember, Ward III

Jim Frederick
Councilmember, Ward IV

ATTEST:

Rachel D. Carl
City Clerk





**PROCLAMATION
NATIONAL PUBLIC WORKS WEEK**

WHEREAS, Public Works professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of La Vista; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as streets and highways, park maintenance, sewers, snow removal, and public facilities; and

WHEREAS, it is in the public interest for the citizens and civic leaders in La Vista to gain knowledge and understanding of the importance of public works first responders and public works programs in their communities; and,

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, do hereby proclaim the week of May 18 - 24, 2025 as NATIONAL PUBLIC WORKS WEEK and call upon all citizens and civic organizations to recognize the contributions that public works staff and officials make every day to our health, safety and comfort.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 20th day of May 2025.



Douglas Kindig, Mayor

ATTEST:

Rachel Carl, CMC
City Clerk

LA VISTA CITY COUNCIL MEETING AGENDA

May 20, 2025

6:00 p.m.

Harold "Andy" Anderson Council Chamber
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MINUTE RECORD

A-2

No. 729 — REDFIELD DIRECT E2106195KV

LA VISTA CITY COUNCIL MEETING May 6, 2025

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on May 6, 2025. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Quick, Hale and Wetuski. Also in attendance were City Attorney McKeon, City Administrator Ramirez, City Clerk Carl, Director of Administrative Services Pokorny, Chief of Police Schofield, Director of Public Works Soucie, Community Development Director Fountain, Library Director Barcal, Finance Director Harris, Recreation Director Bulier, Human Resources Director Lowery and City Engineer Dows.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on April 23, 2025. Notice was simultaneously given to Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

SERVICE AWARDS: CURTIS CASEY – 5 YEARS; TYLER COLEMAN – 5 YEARS

Mayor Kindig recognized Curtis Casey for 5 years of service to the City and Tyler Coleman for 5 years of service to the City.

PROCLAMATION – PUBLIC SERVICE RECOGNITION WEEK

Mayor Kindig proclaimed May 4 – May 10, 2025 as Public Service Recognition Week and presented the proclamation to City Administrator Ramirez.

PROCLAMATION – NATIONAL POLICE WEEK & PEACE OFFICERS' MEMORIAL DAY

Mayor Kindig proclaimed May 11 – May 17, 2025 as National Police Week and May 15, 2025 as Peace Officers' Memorial Day and presented the proclamations to Chief of Police Schofield.

APPOINTMENTS – PARK & RECREATION ADVISORY COMMITTEE – APPOINT SARA LARA TONEY – FILL VACANCY (TERM ENDING DECEMBER 2025); BOARD OF ADJUSTMENT AND BOARD OF APPEALS – APPOINT KENNETH THEIS – FILL VACANCY (TERM ENDING JANUARY 2027); BOARD OF ADJUSTMENT AND BOARD OF APPEALS – APPOINT GAYLE MALMQUIST AS PLANNING COMMISSION REPRESENTATIVE ON THE BOARDS – FILL VACANCY (TERM ENDING JANUARY 2026); BOARD OF ADJUSTMENT AND BOARD OF APPEALS – RATIFY, AFFIRM AND APPROVE APPOINTMENT OF KEVIN RUPPERT AS ALTERNATE (TERM ENDING JANUARY 2028).

Mayor Kindig stated, with the approval of the City Council, he would like to appoint Sara Lara Toney to the Park & Recreation Advisory Committee to fill a vacancy (term ending December 2025); Kenneth Theis to the Board of Adjustment and Board of Appeals to fill a vacancy (term ending January 2027); Gayle Malmquist to the Board of Adjustment and Board of Appeals as Planning Commission Representative on the Boards to fill a vacancy (term ending January 2026); and to ratify, affirm and approve Kevin Ruppert to the Board of Adjustment and Board of Appeals as alternate (term ending January 2028). Councilmember Thomas motioned the approval, seconded by Councilmember Sheehan. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Sell. Motion carried.

A. CONSENT AGENDA

- 1. APPROVAL OF THE AGENDA AS PRESENTED**
- 2. APPROVAL OF THE MINUTES OF THE APRIL 15, 2025 CITY COUNCIL MEETING**

MINUTE RECORD

3. APPROVAL OF THE MINUTES OF THE APRIL 26, 2025 CITY COUNCIL WORK SESSION
4. REQUEST FOR PAYMENT - WJHW, INC - PROFESSIONAL SERVICES - ASTRO THEATER SOUND STUDY - \$5,750.00
5. REQUEST FOR PAYMENT - BRIAN SMILES - PROFESSIONAL SERVICES - STORM WATER PUBLIC EDUCATION & OUTREACH - \$750.00
6. REQUEST FOR PAYMENT - FELSBURG, HOLT & ULLEVIG - PROFESSIONAL SERVICES - 99TH & GILES ROAD SIGNAL IMPROVEMENTS - \$35,707.25
7. REQUEST FOR PAYMENT - BENESCH - PROFESSIONAL SERVICES - GILES ROAD WIDENING - \$1,318.50
8. REQUEST FOR PAYMENT - SPENCER MANAGEMENT LLC - PROFESSIONAL SERVICES - ON-CALL PAVEMENT REPAIRS - \$696,915.43
9. REQUEST FOR PAYMENT - SPENCER MANAGEMENT LLC - PROFESSIONAL SERVICES - ON-CALL PAVEMENT REPAIRS - \$25,628.00
10. REQUEST FOR PAYMENT - SPENCER MANAGEMENT LLC - PROFESSIONAL SERVICES - ON-CALL PAVEMENT REPAIRS - \$305,161.70
11. REQUEST FOR PAYMENT - NL & L CONCRETE, INC - CONSTRUCTION SERVICES - EAST LA VISTA SEWER AND PAVEMENT REHABILITATION - \$288,513.67
12. REQUEST FOR PAYMENT - HGM ASSOCIATES INC. - PROFESSIONAL SERVICES - EAST LA VISTA SEWER AND PAVEMENT REHABILITATION - \$43,809.14
13. REQUEST FOR PAYMENT - MGT IMPACT SOLUTIONS, LLC - PROFESSIONAL SERVICES - RECRUITMENT OF CITY ADMINISTRATOR - \$8,600.00

14. APPROVAL OF CLAIMS

1000 BULBS, bldg & grnds	511.08
4IMPRINT, services	2,449.08
AA WHEEL & TRUCK, maint	17.52
ABE'S TRASH, services	144.00
ABM, services	37,364.16
ACTION BATTERIES, supplies	620.37
ACTIVE NETWORK, services	105.29
ADP, payroll & taxes	431,659.65
AKRS EQUIP, maint	5,305.00
AMAZON, supplies	1,559.63
AM HERITAGE LIFE IN, benefits	314.56
APWA-AM PW ASSN, membshp	1,064.00
ARNOLD MOTOR, maint	2,301.38
AT&T MOBILITY, phones	197.00
BAKER & TAYLOR, media	116.68
BARCO MUNI PROD, bldg & grnds	208.10
BAXTER, maint	16.82
BGNE, maint	1,891.08
BIG RED LOCKSMITHS, services	42.00
BISHOP BUSINESS EQUIP, supplies	55.60
BLACK HILLS ENERGY, utilities	5,953.43
BLUERIDGE ARMOR, apparel	7,821.00
BOOT BARN, apparel	339.97
BRODERSEN, C, trning	335.88
BS&A SOFTWARE, services	1,100.00
BSN SPORTS, services	797.26
CANOYER GARDEN CTR, supplies	454.69
CENTER POINT, books	240.90
CENTURY LINK/LUMEN, phones	938.06
CINTAS, services	1,125.28
CITY OF OMAHA, services	556,652.56
CITY OF PAPILLION, supplies	49,509.93

MINUTE RECORD

No. 729 — REDFIELD DIRECT E2106195KV

May 6, 2025

CITY OF PAPILLION - MFO, services	246,596.00
COLONIAL LIFE INS, benefits	1,996.98
COSGRAVE, bldg & grnds	350.00
COX, phones	1265.18
CULLIGAN, services	39.00
CUMMINS, services	758.29
D & K PRODUCTS, supplies	3,804.00
DAVIS & STANTON, supplies	100.00
DEARBORN NAT'L LIFE INS, benefits	8,632.58
DELL MRKTG, supplies	3,051.58
DEMCO, supplies	213.29
DENELL DANNER, services	100.00
DEXTER PUMP, bldg & grnds	400.00
ECHO GRP, bldg & grnds	107.12
EDGEWEAR SCREEN PRINT, apparel	297.00
EMBASSY SUITES, services	384.30
ENCYCLOPEDIA BRIT, media	1,000.00
E-PLANSOFT, services	22,833.00
EUNA SOLUTIONS, services	23,870.25
FACTORY MOTOR PRTS, maint	409.64
FANTASY DRONE SHOWS, services	12,500.00
FASTENAL, bldg & grnds	717.07
FERGUSON US, bldg & grnds	16.34
FERRELLGAS, bldg & grnds	190.99
FIKES COMM HYGIENE, bldg & grnds	108.00
FIRST RESP OUTFIT, apparel	308.38
FITZGERALD SCHORR, services	28,095.20
FOP, dues	2,190.00
GALE, books	299.89
GENUINE PARTS/NAPA, supplies	355.19
GRAINGER, bldg & grnds	1,430.10
GREAT PLAINS COMM, phones	1,085.44
HGM ASSOC, services	22,090.52
HOLBUS, S, supplies	56.67
HOME DEPOT, supplies	99.00
HOODMASTERS, services	545.35
HYDRONIC ENERGY, bldg & grnds	13.32
HY-VEE, supplies	72.59
INDUST'L SALES, maint	291.42
INGRAM LIBRARY SRVS, books	5,305.46
J RETZ LANDSCAPE, supplies	3,070.00
JOHNSON CONTROLS, bldg & grnds	373.89
K ELECTRIC, bldg & grnds	3,941.03
KANOPLY, media	217.55
KIMBALL MIDWEST, maint	121.00
KRIHA FLUID PWR, maint	275.87
LV COMM FOUNDATION, benefits	270.00
LARSEN SPLY, supplies	1,484.47
LINCOLN NAT'L LIFE, benefits	7,813.08
LIVE WELL GO FISH, services	300.00
LOGAN CONTRACT SPLY, maint	1,088.70
LOVELAND GRASS PAD, maint	44.01
LUKE'S AUTO BODY, maint	4,530.95
MALLOY ELECTRIC, bldg & grnds	246.02
MARCO, services	160.77

MINUTE RECORD

MARTIN ASPHALT, maint	392.00
MATHESON TRI-GAS, supplies	147.19
MATT FRIEND TRUCK EQUIP, maint	410.00
MENARDS, supplies	1,255.22
METLIFE, benefits	1,151.37
METRO LANDSCAPE, supplies	2,800.00
METRO COMM COLLEGE, services	2,625.00
MICHAEL TODD CO, supplies	1,966.00
MICRO PLUMBING, bldg & grnds	225.00
MID-AMERICAN, benefits	120.00
MIDSTATES CONSTRUCT, maint	7,180.00
MIDWEST TURF, maint	1,450.13
MISSIONSQUARE RETIRE, benefits	70,531.53
MOTOROLA SOL, phones	1,215.48
MSC INDUSTRIAL, maint	41.48
MURPHY TRACTOR, maint	7,807.87
NE DEPT OF REV, tax	77,729.00
NE ECONOMIC DEV ASSOC, mrkting	2,500.00
NE/IA DOOR, bldg & grnds	25.00
NMC GRP, maint	2,799.19
OCLC, media	169.15
OFFICE DEPOT, supplies	1,102.01
OLIE THE TROLLEY, services	903.50
OLSSON, services	900.00
OPPD, utilities	49,810.61
OWH/NOTICES, services	951.32
OMNI ENGINEERING, maint	656.43
O'REILLY, supplies	2,713.30
PAPILLION REC, services	3,351.00
PAPIO-MO RIVER NRD, services	9,500.00
PER MAR SECURITY, services	214.47
PITNEY BOWES, services	1854.99
PLANIT GEO, services	4,225.00
POLICE/FIREMEN'S INS, benefits	327.16
POMP'S TIRE, maint	1,760.80
PRIMA DIST, supplies	153.68
PRINTCO GRAPHICS, services	2,210.49
REGAL AWARDS, services	29.00
RTG BUILDING, services	6,965.00
SARPY CO FISCAL ADMIN, services	30,116.70
SCHAEFFER MFG, supplies	1,451.56
SCHOLASTIC, books	72.80
SHERWIN-WILLIAMS, supplies	94.28
SIGN IT, supplies	8,117.50
SIMPLE GRANTS, services	4,900.00
SITE ONE LANDSCAPE, supplies	719.64
SPORTS FACILITY MAINT, services	12,836.50
STANDARD IRON WORKS, bldg & grnds	448.00
NE DEPT OF TRANS, services	6,570.35
STERLING COMPUTER, services	7,962.23
STOREY KENWORTHY, supplies	986.93
TECH MASTERS, bldg & grnds	220.00
THE ASTRO THEATER, services	10,892.50
THE COLONIAL PRESS, services	158.01
THE FILTER SHOP, supplies	11.30

MINUTE RECORD

No. 729 — REDFIELD DIRECT E2106195KV

May 6, 2025

THE SCHEMMER ASSOC, services	572.50
THE WALDINGER CORP, bldg & grnds	5,263.10
THREE RIVERS LIB SYS, services	390.00
TOTAL MRKT, bldg & gmnds	6.72
TRACTOR SPLY, maint	2.49
TURF TANK, services	3,999.00
U.S. CELLULAR, phones	4,945.66
ULEMAN ENT, bldg & gmnds	1,032.50
UMR, benefits	113,612.04
UPS, services	44.71
UNMC, services	2,000.00
URBAN LAND INSTITUTE, dues	830.00
VERIZON CONNECT, services	671.80
VERIZON, phones	500.03
VIERREGGER ELEC, maint	55,722.11
WALMART, supplies	649.79
WESTLAKE HARDWARE, supplies	1,970.71
WINSUPPLY, bldg & grnds	1,233.02
WINTER EQUIP, maint	1,995.00
WOODHOUSE, maint	33.24

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Clerk Carl introduced Laura Rogers, new Administrative Specialist.

Finance Director Harris answered questions regarding Mission Square Retirement and reported that the BS&A upgrade is complete.

City Administrator Ramirez gave an update on the Reflections Plaza.

Chief of Police Schofield reported that Officer Brian Mittelbrun received the Sarpy County Crimestoppers Officer of the Year Award and another Officer will be recognized by the Nebraska Chapter of Mothers Against Drunk Drivers as their Officer of the Year for the State. Chief of Police Schofield read an excerpt from an email from a grateful resident whose husband received emergency medical attention.

Library Director Barcal reported receiving a Certificate of Recognition from the American Red Cross for donations of blood at the Library in 2024.

Communications & Marketing Manager Beaumont provided information on the La Vista Days schedule.

Recreation Director Buller reported that the NRPA Facility Market report for the Community Center is available.

B. APPROVAL OF CLASS E ENTERTAINMENT DISTRICT LIQUOR LICENSE APPLICATION – ASTRO THEATER LLC

1. PUBLIC HEARING

At 6:30 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the Class E Entertainment District Liquor License application – Astro Theater LLC. A Representative from the Astro Theater was present to answer any questions.

MINUTE RECORD

At 6:31 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Wetuski. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale and Wetuski. Nays: None. Abstain: None. Absent: Sell. Motion carried.

2. RESOLUTION

Councilmember Thomas introduced and moved for the adoption of Resolution No. 25-070 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS E ENTERTAINMENT DISTRICT LIQUOR LICENSE FOR THE ASTRO THEATER, LLC IN LA VISTA, NEBRASKA.

WHEREAS, The Astro Theater, 8302 City Centre Dr, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class E Entertainment District Liquor License; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of a Class E Entertainment District Liquor License submitted by The Astro Theater, LLC 8302 City Centre Dr, La Vista, Sarpy County, Nebraska.

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

C. APPROVAL OF CLASS I LIQUOR LICENSE APPLICATION – VAL LIMITED DBA VALENTINO'S

1. PUBLIC HEARING

At 6:32 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the approval of Class I Liquor License application – Val Limited dba Valentino's. A Representative from Valentino's was present to answer any questions.

At 6:32 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Wetuski. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale and Wetuski. Nays: None. Abstain: None. Absent: Sell. Motion carried.

2. RESOLUTION

Councilmember Quick introduced and moved for the adoption of Resolution No. 25-071 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS I LIQUOR LICENSE FOR VAL LIMITED DBA VALENTINO'S IN LA VISTA, NEBRASKA.

WHEREAS, VAL Limited dba Valentino's, 7202 Giles Road, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class I Liquor License; and

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

MINUTE RECORD

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of a Class I Liquor License submitted by VAL Limited dba Valentino's, 7202 Giles Road, La Vista, Sarpy County, Nebraska.

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

D. ORDINANCE – AMEND LA VISTA MUNICIPAL CODE SECTION 31.23

Councilmember Thomas introduced Ordinance No. 1548 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA TO AMEND MUNICIPAL CODE SECTION 31.23; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1548. Councilmember Wetuski seconded the motion. Upon roll call vote the following Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale and Wetuski. Nays: None. Abstain: None. Absent: Sell. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

E. RESOLUTION – LEASE AND INTERLOCAL AGREEMENT – METROPOLITAN COMMUNITY COLLEGE – DOG PARK

Councilmember Hale introduced and moved for the adoption of Resolution No. 25-072 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE RENEWAL OF A LEASE AND INTERLOCAL COOPERATION AGREEMENT WITH METROPOLITAN COMMUNITY COLLEGE FOR CONTINUED OPERATION OF THE DOG PARK ON UNIMPROVED LAND IN THE NORTHERLY PORTION OF THE SARPY CENTER PROPERTY.

WHEREAS, the La Vista City Council finds it necessary to provide a dog park in the City; and

WHEREAS, the site chosen is jointly owned by the City of La Vista and The Metropolitan Community College; and

WHEREAS, the City of La Vista and The Metropolitan Community College agree to renew the lease and interlocal agreement allowing the dog park on to remain on this site; and

WHEREAS, the term of this agreement will commence on June 1, 2025, and end on May 31, 2030 unless terminated sooner and is subject to renewal and extension of upon the mutual written agreement of the parties; and

WHEREAS, Pursuant to the Interlocal Cooperation Act, Nebraska Revised Statute §13-801, *et seq.*, the Parties wish to permit their local government units to make the most efficient use of their powers by enabling them to

MINUTE RECORD

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 geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, such an agreement is in the best interests of the citizens of the City of La Vista.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of La Vista that the renewal of the Lease and Interlocal Cooperation Agreement with Metropolitan Community College is hereby approved.

BE IT FURTHER RESOLVED, the Mayor is hereby authorized to sign and execute the necessary documents to the Lease and Interlocal Cooperation Agreement on behalf of the City of La Vista.

Seconded by Councilmember Frederick. Director of Public Works Soucie stated that the only change was an increase from a 3 year to a 5 year agreement. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale and Wetuski. Nays: None. Abstain: None. Absent: Sell. Motion carried.

F. RESOLUTION – CHANGE ORDER NO. 1 – 2025 UBAS STREET MAINTENANCE PROJECT

Councilmember Hale introduced and moved for the adoption of Resolution No. 25-073 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT WITH MCANANY CONSTRUCTION INC., SHAWNEE, KANSAS FOR THE 2025 UBAS STREET MAINTENANCE PROJECT RESULTING IN AN INCREASED AMOUNT OF \$1,036,000, AND A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$1,618,000.00.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined that the 2025 UBAS Street Maintenance project is necessary; and

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

WHEREAS, the contract amount will increase by \$1,036,000 for a total contract amount not to exceed \$1,618,000.00.

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. 1 to the contract with McAnany Construction Inc., Shawnee, Kansas for the 2025 UBAS Street Maintenance Project resulting in an increased amount of \$1,036,000, and a total contract amount not to exceed \$1,618,000.00.

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

G. RESOLUTION – CHANGE ORDER NO. 1 – 2025 ON-CALL CITY WIDE CONCRETE PAVING REPAIRS

Councilmember Hale introduced and moved for the adoption of Resolution No. 25-074 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT WITH SPENCER MANAGEMENT LLC., OMAHA, NEBRASKA FOR THE 2025 ON-CALL CITY WIDE CONCRETE PAVING REPAIRS RESULTING IN AN INCREASED AMOUNT OF \$800,000.00, AND A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$2,445,000.00.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined that the 2025 On-Call City Wide Concrete Paving Repairs is necessary; and

MINUTE RECORD

WHEREAS, The FY25/FY25 Biennial Budget provides funding for this project; and
WHEREAS, the contract amount will increase by \$800,000.00 for a total contract amount not to exceed \$2,445,000.00.

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. 1 to the contract with Spencer Management LLC., Omaha, Nebraska for the 2025 On-Call City Wide Concrete Paving Repairs resulting in an increased amount of \$800,000.00, and a total contract amount not to exceed \$2,445,000.00.

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

H. RESOLUTION – AWARD BID – 72ND STREET STORM SEWER REHABILITATION PROJECT

Councilmember Hale introduced and moved for the adoption of Resolution No. 25-075 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO NL&L CONCRETE INC, RALSTON, NEBRASKA FOR THE 72ND STREET STORM SEWER REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED \$54,025.00.

WHEREAS, the City Council of the City of La Vista has determined that the 72nd Street Storm Sewer Rehabilitation Project is necessary; and
WHEREAS, the FY25/FY26 Biennial Budget provides funding for this project; and
WHEREAS, bids were solicited, and three (3) bids were received; and
WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures Council approval prior to authorizing any purchase over \$5,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, award the contract to NL&L Concrete Inc, Ralston, Nebraska for the 72nd Street Storm Sewer Rehabilitation Project in an amount not to exceed \$54,025.00.

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

I. RESOLUTION – AUTHORIZE PURCHASE – GAME ROOM FURNITURE

Councilmember Hale introduced and moved for the adoption of Resolution No. 25-076 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF FURNITURE FOR THE COMMUNITY CENTER GAME ROOM FROM EAKES OFFICE SOLUTIONS, LLC., GRAND ISLAND, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$35,444.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of furniture for the Community Center Game Room is necessary; and
WHEREAS, the FY25/FY26 Biennial Budget provides funding for this purchase; and
WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the city administrator secure Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of furniture for the Community Center Game Room from Eakes Office Solutions, LLC., Grand Island, Nebraska in an amount not to exceed \$35,444.00.

MINUTE RECORD

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

J. RESOLUTION – AUTHORIZE PURCHASE – UPFITTING OF VEHICLES

Councilmember Wetuski introduced and moved for the adoption of Resolution No. 25-077 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF UPFITTING FOR THREE (3) POLICE VEHICLES FROM JONES AUTOMOTIVE, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$60,590.92.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of upfitting for three (3) police vehicles is necessary, and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for the proposed purchase; 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, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of upfitting for three (3) police vehicles from Jones Automotive, Omaha, Nebraska in an amount not to exceed \$60,590.92.

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

K. RESOLUTION – AMEND COUNCIL POLICY STATEMENT 138 – CITY FINANCIAL POLICIES

Councilmember Thomas introduced and moved for the adoption of Resolution No. 25-078 entitled A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A COUNCIL POLICY STATEMENT.

WHEREAS, the City Council has determined that it is necessary and desirable to create Council Policy Statements as a means of establishing guidelines and direction to the members of the City Council and to the city administration in regard to various issues which regularly occur; and

WHEREAS, a Council Policy Statement "Purchasing Policy" has been established.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the removal of current Standard Operating Policy 212 – Purchasing of Supplies, Materials, Equipment and Services and adding the "Purchasing Policy" to Council Policy Statement 138 – Financial Policies and do further hereby direct the distribution of said Council Policy Statement to the appropriate City Departments.

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

COMMENTS FROM THE FLOOR

There were no comments from the floor.

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Frederick commented on the school district event Mayor Kridig participated in and had questions about the Facebook and META grants.

MINUTE RECORD

May 6, 2025

No. 729 — REDFIELD DIRECT E2108195KV

Councilmember Frederick inquired about Mobile Food Vendors at the City Centre. Discussion was held.

Councilmember Ronan questioned the start time of the La Vista Days Parade.

Mayor Kindig gave a legislative update.

At 7:00 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale and Wetuski. Nays: None. Abstain: None. Absent: Sell. Motion carried.

PASSED AND APPROVED THIS 20TH DAY OF MAY 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk



City of La Vista Nebraska
Month Ended April 30, 2025

Monthly Statement of Revenue and Expenditure

April

	General Fund	Debt Service Fund	Capital Improvement Fund	Lottery Fund	Redevelopment Fund	Total Nonmajor Funds ¹	Total Governmental Funds	Sewer Fund	Total Proprietary Fund
Revenue									
Property Tax	3,868,945	309,552	-	-	-	-	4,178,497	-	-
Sales and use taxes	489,486	244,743	-	-	244,743	-	978,972	-	-
Other Taxes ²	417,760	733	-	-	12,448	-	430,940	-	-
Licenses and Permits	45,915	-	-	-	-	-	45,915	-	-
Intergovernmental Revenues ³	201,868	-	-	-	-	-	201,868	-	-
Charges for Services	40,298	-	-	-	-	-	40,298	-	-
Grant Income	(39,290)	-	-	-	-	-	(39,290)	-	-
Lottery Proceeds	-	-	-	45,565	-	-	45,565	-	-
Interest Income	36,388	(189,785)	218,054	16,338	21,289	2,143	104,427	19,984	19,984
Sewer Fees	-	-	-	-	-	-	-	482,081	482,081
Other Revenues ⁴	11,303	32,474	-	-	-	20,913	64,689	2	2
Bonds	-	-	-	-	-	-	-	-	-
Total Revenues	5,072,672	397,717	218,054	61,903	278,480	23,056	6,051,881	502,067	502,067
Expenditures									
CIP/Capital Outlay	76,500	-	1,039,103	-	-	-	1,115,603	-	-
Debt Service: Principal Expense	-	-	-	-	-	-	-	-	-
Debt Service: Interest Expense	-	-	-	-	-	41,051	41,051	-	-
Debt Service: Bond Issue Expense	-	-	-	-	-	400	400	-	-
General Government Expenses	427,834	13,586	-	-	-	-	441,420	10,400	10,400
Public Works	213,829	-	-	-	-	-	213,829	-	-
Public Safety	794,763	-	-	-	-	17,863	812,625	-	-
Culture and Recreation	262,172	-	-	-	-	-	262,172	-	-
Public Library	81,788	-	-	-	-	-	81,788	-	-
Community Betterment	-	-	-	62,775	-	-	62,775	-	-
Community Development	57,007	-	-	-	4,900	-	61,907	-	-
Sewer	-	-	-	-	-	-	-	360,963	360,963
Total Expenditures	1,913,894	13,586	1,039,103	62,775	4,900	59,314	3,093,571	371,363	371,363
Transfers In	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-	-
Change in Net Position	3,158,779	384,131	(821,049)	(873)	273,580	(36,258)	2,958,310	130,704	130,704

Key Trends

Revenue

\$3.9M property tax received in April
Returned \$42K of COPS grants funds received in excess
Reclassified \$190K of YTD interest allocated incorrectly

Expenditures

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

²Other tax - OCC, Hotel, Rest

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

⁴Other rev - parking, library, other misc.



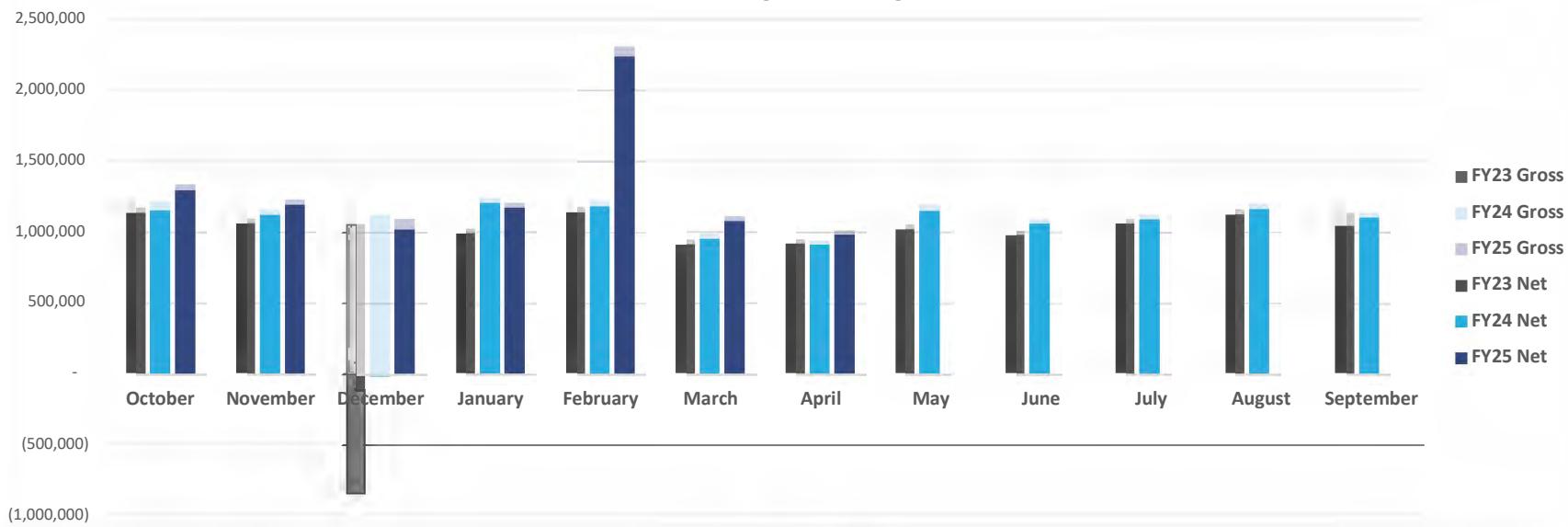
City of La Vista NE
Monthly Treasurer Report
April FY25

Types	Institution	Balance	Interest Rate	Interest Earned	Accrued Interest	Maturity Date
CD	American National Bank	\$ 1,643,167	4.2%		\$ 5,683	
	Dayspring Bank	\$ -	0.6%		\$ -	
	Total CD's	\$ 1,643,167				
Money Market	Access Bank	\$ 1,213,434	1.0%	\$ 1,804		
	Dayspring Bank	\$ 6,064,195	4.5%	\$ 21,765		
	NPAIT	\$ 24,384,924	5.2%	\$ 91,034		
	Nebraska Class	\$ 9,293,561	4.3%	\$ 30,787		
	NFIT	\$ -				
	Total Money Market	\$ 40,956,114				
Checking	Access Bank	\$ 928,256	1.0%	\$ 494		
Checking	Dayspring Bank-FSA	\$ 22,320	4.5%	\$ 47		
Savings	Access Bank	\$ 188,436	1.0%	\$ 293		\$ -
Checking	Access Bank-Health Ins	\$ 108,197	1.0%	\$ 82		
	Total Portfolio	\$ 43,846,490		\$ 146,305	\$ 5,683	

Key Trends

- Unrestricted cash of \$13.5M
- Restricted Funds for Redevelopment projects, Sewer, Lottery, CIP projects, Police Academy
- Interest Rates are starting to decline as the Fed lowers rates

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



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

Business Month	Receipt Month	Gross Sales & Use Tax			Net Sales & Use Tax		
		FY23 Gross	FY24 Gross	FY25 Gross	FY23 Net	FY24 Net	FY25 Net
August	October	1,172,852	1,219,327	1,333,594	1,136,379	1,150,506	1,293,323
September	November	1,092,622	1,156,387	1,225,484	1,059,015	1,119,894	1,188,719
October	December	1,055,895	1,123,464	1,091,092	(842,053)	(13,627)	1,016,967
November	January	1,023,417	1,237,079	1,203,358	988,470	1,199,959	1,167,226
December	February	1,174,489	1,220,426	2,303,111	1,139,254	1,180,130	2,233,912
January	March	941,197	986,988	1,107,266	912,475	948,815	1,073,978
February	April	947,568	937,872	1,011,425	919,141	909,599	978,972
March	May	1,050,699	1,190,808	-	1,018,971	1,149,334	-
April	June	1,006,047	1,088,179	-	975,860	1,055,305	-
May	July	1,094,248	1,121,424	-	1,061,094	1,087,465	-
June	August	1,159,853	1,197,098	-	1,123,754	1,160,289	-
July	September	1,133,236	1,137,341	-	1,045,798	1,103,167	-
FY Total		12,852,123	13,616,393	9,275,330	10,538,161	12,050,836	8,953,097
			Budget	14,014,538		Budget	12,139,103

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

**SPENCER MANAGEMENT LLC**

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

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

 A-4
INVOICE-VISTA-004

DATE: 5/13/2025

WORK PERFORMED: 4/28 - 5/3
 CITY OF LAVISTA 2025 ON-CALL CITY
 CITY WIDE PAVING REPAIRS

LINE #	DESCRIPTION	QUANTITY	PRICE / UOM	UOM	TOTAL
1	5" SIDEWALKS	777	\$6.50	SF	\$5,050.50
2	SIDEWALKS REMOVALS	777	\$1.50	SF	\$1,165.50
3	8" PAVEMENT / BROOM FINISH	587	\$85.00	SY	\$49,890.75
8	CONSTRUCT CURB & GUTTER	200	\$32.00	LF	\$6,400.00
9	CURB RAMP	123	\$15.00	SF	\$1,845.00
10	DWP	24	\$30.00	SF	\$720.00
11	ADJ		\$750.00	EA	\$0.00
12	REPLACE INLET TOP	2	\$4,200.00	EA	\$8,400.00
13	REPLACE INLET BOX		\$9,000.00	EA	\$0.00
24	REMOVE CURB & GUTTER	200	\$15.00	LF	\$3,000.00
C/O	10" PAVEMENT	858	\$88.00	SY	\$75,474.08
38	6" STAMPED	22	\$75.00	SY	\$1,670.25
39					\$0.00
40					\$0.00
41					\$0.00
42					
43					
44					
45					
46					
				TOTAL INVOICE	\$153,616.08

OK to pay
 05.21.0917.000 -
 START 25005
 5.C.

**SPENCER MANAGEMENT LLC**

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

 A-5
INVOICE-VISTA-005

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

DATE: 5/13/2025

WORK PERFORMED: 5/5 - 5/10
CITY OF LAVISTA 2025 ON-CALL CITY
CITY WIDE PAVING REPAIRS

LINE #	DESCRIPTION	QUANTITY	PRICE / UOM	UOM	TOTAL
1	5" SIDEWALKS	40	\$6.50	SF	\$260.00
2	SIDEWALKS REMOVALS	40	\$1.50	SF	\$60.00
3	8" PAVEMENT / BROOM FINISH		\$85.00	SY	\$0.00
8	CONSTRUCT CURB & GUTTER		\$32.00	LF	\$0.00
9	CURB RAMP	42	\$15.00	SF	\$630.00
10	DWP	8	\$30.00	SF	\$240.00
11	ADJ		\$750.00	EA	\$0.00
12	REPLACE INLET TOP	50	\$4,200.00	EA	\$210,000.00
13	REPLACE INLET BOX		\$9,000.00	EA	\$0.00
24	REMOVE CURB & GUTTER		\$15.00	LF	\$0.00
C/O	10" PAVEMENT	2,258	\$88.00	SY	\$198,676.72
38	6" STAMPED		\$75.00	SY	\$0.00
39					\$0.00
40					\$0.00
41					\$0.00
42					
43					
44					
45					
46					
				TOTAL INVOICE	\$409,866.72

OK to pay
 05.21.0917.000
 STRT 25005
 J.C.

Artistic Sign & Design, Inc.
 13606 A St
 Omaha, NE 68144 USA
 4026582222
 joe@artisticsign.net
 www.artisticsign.net

BILL TO
 City of LaVista
 9810 Hupp Road
 LaVista, NE 68128

Invoice



*Approved to Pay
 CAS 5/12/2025
 05.71.0917.000 - ADMN22001*

INVOICE #	DATE	TOTAL DUE	DUUE DATE	TERMS	ENCLOSED
4045	03/17/2025	\$3,746.00	03/17/2025	Due on receipt	

SALES REP
 J5212

DESCRIPTION	QTY	RATE	AMOUNT
Services Exterior Wall letters - Public Works Building	1	3,746.00	3,746.00
	SUBTOTAL		3,746.00
	TAX		0.00
	TOTAL		3,746.00
	BALANCE DUE		\$3,746.00

Artistic Sign & Design, Inc.
 13606 A St
 Omaha, NE 68144 USA
 4026582222
 joe@artisticsign.net
 www.artisticsign.net

Invoice



BILL TO
 City of LaVista
 9810 Hupp Road
 LaVista, NE 68128

*Approved to Pay
 CAS 5/12/2025
 05.71.0917.000 - ADMN22001*

INVOICE #	DATE	TOTAL DUE	DUUE DATE	TERMS	ENCLOSED
4046	03/17/2025	\$4,190.00	03/17/2025	Due on receipt	

SALES REP
 j5213

DESCRIPTION	QTY	RATE	AMOUNT
Services Exterior wall letters for Parks and Buildings building	1	4,190.00	4,190.00
	SUBTOTAL		4,190.00
	TAX		0.00
	TOTAL		4,190.00
	BALANCE DUE		\$4,190.00

WEEKLY PROGRESS REPORT

CONTRACTOR NL & *EPATONHL*

PROJECT East La Vista Sewer and Pavement Rehab.

WEEK ENDING DATE 05/03/25

PROJECT NO. M376(228)

PROJECT STATUS: IN PROGRESS

REPORT NO. 109

DAY/DATE	ACTIVITY	Hours	CHARGE	SUMMARY				
SUNDAY 04/27/25	02 Jan 2024 Start of Phase 2, Calendar/Work Days will reflect the phase 2 calendar day quantity and percentages. Temps 79/59, No work on site, No pay items	0	Y	Paving - Total Value of Work This Period	\$48,061.19			
				Sewer - Total Value of Work This Period	\$9,048.00			
				Paving - Total Value of Work To Date	\$2,744,397.89			
				Sewer - Total Value of Work To Date	\$2,180,183.36			
MONDAY 04/28/25	temp 60, NLL 0700-1630, HGM 0800-1630, Sewer crew bacfill operations no main or lateral work. Paving crew rem pavement, drives, walk, set forms for EB lane Emiline S 70th to 7003 emiline. Pay items: 3P rem drive 28 SY, 4P rem walk 458 sf	9	Y	Pro-rated Adjustment to Value of Stored Materials This Period	\$0.00			
				Total Value of Stored Materials Remaining To Date	\$0.00			
				Estimated Contract Value	\$ 4,822,962.10			
TUESDAY 04/29/25	temp 45 sunny, nll 0700-1600, hgm 0800-1600, sewer crew serv lat at 7006 and 8" san main, paving crew inst PCC pavement S 70 to 7003 Emiline sta. 126+08, pay items 2P rem pvt 220.4 sy 17P subgrade 220.4, 11P 7" PCC 220.40, 33 rem serv 4.0, 34 Inst serv lat 26.0, CO2 58 2.0 Inft.	10	Y	Percent Complete By Value	102%			
				Contract Calendar / Work Days	551			
				Calendar / Work Days This Period	7			
WEDNESDAY 04/30/25	temp 62, nll 0700-1530, HGM 0800-1230, sewer crew did backfill operation, no main or lateral work, paving crew subgrade prep, drive rem, walk rem, WB emiline s 70th EOR to 126+06, light rain mid morning, Thiele onsite comp testing Pay items: 3P rem drive 35 sy, 4P rem walk 300 sf	8	Y	Calendar / Work Days Used To Date	762			
				Percent Time Used	138%			
				% Retained Paving/Sewer	7.5000%			
THURSDAY 05/01/25	temp 65, NLL 0700-1630, HGM 0800-1630, Sewer crew cont. with install of new 8" main on Emiline and serv lat at 7003. Paving crew inst PCC pavement, drives, and walks 6905 to 7004. Pay items: CO2 58 8" main 14', 33 rem serv lat 4', 34 inst serv lat 18', 2P rem pvt 151.20 SY, 17P subgrade prep 151.20 sy, 11P 7" PCC pvt 151.20 SY, 16P const drive 71.11 SY, 24P const 4" walk 670 SF	9	Y	Amount Retained to Date Paving	\$205,829.83			
				Amount Retained To Date Sewer	\$163,513.75			
				Net Amount Due To Date	\$4,555,237.47			
FRIDAY 05/02/25	No work on site, light rain early morning, forecasted rain most of the afternoon, water main break 7004 Emiline, just east of previous break. MUD drove on newly installed pavement, west end undermined and saturated grade, void under area from 7004 to 7002 emiline.	0	Y	Total Incentive Earned / Disincentive Assessed To Date	\$0.00			
				Net Amount Due To Date Including Incentive Earned / Disincentive Assessed	\$4,555,237.47			
				Total Previous Payments To Date	\$4,380,870.12			
SATURDAY 05/03/25	Temps 65/28, sewer crew cont with sanitary sewer main on emiline. 7CC6 to 7008. Paving crew saw cutting pavement installed Thurs damaged by water main break and MUD equipment on. Pay items CO2 58 28 In ft.	6	Y	Amount Due To Date	\$174,367.35			
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WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED										
Line	Item Number	Item	Bld Quantity	Bld Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
1	Paving 1	Mobilization/Demobilization	1.00	\$158,000.00	LS	-	\$0.00	100.0%	1.00	\$158,000.00
2	Paving 2	Remove Pavement	7,747.00	\$11.00	SY	371.60	\$4,087.90	168.0%	12,070.46	\$132,775.06
3	Paving 3	Remove Concrete Driveway	701.00	\$11.00	SY	63.00	\$693.00	198.0%	1,385.10	\$15,235.10
4	Paving 4	Remove Sidewalk - Paving	7,388.00	\$2.00	SF	766.00	\$1,512.00	228.0%	16,739.48	\$33,478.98
5	5	Remove Concrete Curb and Gutter	1,750.00	\$12.00	LF	-	\$0.00	163.0%	2,851.70	\$34,220.40
6	6	Perform Cold Planning-Asphalt	26,920.00	\$6.50	SY	-	\$0.00	84.0%	21,818.72	\$141,821.88
7	7	Perform 2" Cold Planning - Concrete	50.00	\$7.00	SY	-	\$0.00	338.0%	168.00	\$1,176.00
8	8	Construct Asphalt Surface Course SPR (PG 64-34)	2,860.00	\$187.11	Ton	-	\$0.00	88.0%	2,503.15	\$468,364.40
9	9	Construct Asphalt Surface Wedge SPR 3/8" Fine (PG 64-34)	72.00	\$188.00	Ton	-	\$0.00	0.0%	-	\$0.00
10	10	Concrete Base Repair	5,400.00	\$72.00	SY	-	\$0.00	38.0%	2,049.78	\$147,584.16
11	Paving 11	Construct 7" Concrete Pavement - Type L85 - Paving	7,575.00	\$75.00	SY	371.60	\$27,870.00	157.0%	11,898.72	\$892,404.00
12	12	Construct 7" Concrete Pavement - Type L 85 - Paving	100.00	\$78.00	SY	-	\$0.00	0.0%	-	\$0.00
13	13	Construct 10" Concrete Pavement - Type L85	98.00	\$92.00	SY	-	\$0.00	364.0%	339.56	\$31,248.72
14	14	Construct Concrete Curb and Gutter	1,750.00	\$42.00	LF	-	\$0.00	163.0%	2,851.70	\$119,771.40
15	Paving 15	Construct 6" Driveway - Type L85 - Paving	841.00	\$89.00	SY	71.11	\$4,195.49	171.0%	1,438.90	\$84,895.10
16	16	Construct 6" Driveway - Type L85	50.00	\$62.00	SY	-	\$0.00	0.0%	-	\$0.00
17	Paving 17	Subgrade Preparation - Paving	8,537.00	\$3.50	SY	371.60	\$1,300.60	77.0%	7,307.49	\$25,576.22
18	18	Adjust Utility Valve to Grade	12.00	\$800.00	EA	-	\$0.00	50.0%	6.00	\$4,800.00
19	19	Adjust Manholes to Grade	30.00	\$800.00	EA	-	\$0.00	50.0%	18.00	\$14,400.00
20	20	Remove & Replace Curb Inlet Top	6.00	\$3,200.00	EA	-	\$0.00	120.0%	6.00	\$19,200.00
21	21	Install Manhole Ring and Cover	8.00	\$700.00	EA	1.00	\$700.00	163.0%	13.00	\$9,100.00
22	22	Install External Frame Seal	8.00	\$750.00	EA	1.00	\$750.00	50.0%	4.00	\$3,000.00
23	23	Traffic Control - Sewer and Pavement Construction	1.00	\$50,000.00	LS	0.0000	\$0.00	100.0%	1,000.00	\$50,000.00
24	Paving 24	Construct 4" PCC Sidewalk - Paving	5,021.00	\$6.75	SF	670.00	\$4,252.50	288.0%	14,484.08	\$97,832.54
25	25	Construct 6" PCC Sidewalk	624.00	\$7.50	SF	-	\$0.00	192.0%	1,006.15	\$7,546.13
26	26	Construct PCC Curb Ramp	1,370.00	\$14.00	SF	-	\$0.00	85.0%	1,161.26	\$16,257.54
27	27	Construct Detectable Warning Panel	441.00	\$46.00	SF	-	\$0.00	81.0%	356.00	\$16,020.00
28	28	Construct Sidewalk Curb Wall	241.00	\$40.00	LF	-	\$0.00	439.0%	1,057.00	\$42,280.00
29	29	Install Seeding - Type A	1,922.00	\$3.75	SY	360.00	\$1,350.00	84.0%	1,239.29	\$4,847.34
30	30	Install Rolled Erosion Control - Type 1	1,922.00	\$3.00	SY	360.00	\$1,080.00	72.0%	1,380.12	\$4,140.36

WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED										
Line	Item Number	Item	Bld Quantity	Bld Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
31	31	Install Curb Inlet Protection	2.00	\$125.00	EA	-	\$0.00	350.0%	7.00	\$875.00
32	32	Install Concrete Washout	1.00	\$3,500.00	EA	-	\$0.00	100.0%	1.00	\$3,500.00
52	P 52	Construct Temporary Aggregate Surface Course	200.00	\$20.00	Ton	-	\$0.00	527.0%	1,053.52	\$21,070.40
S1	Sewer 1	Sewer Mobilization/Demobilization	1.00	\$144,000.00	LS	-	\$0.00	100.0%	1.00	\$144,000.00
S2	Sewer 2	Remove Pavement - Sewer	5,052.00	\$11.00	SY	-	\$0.00	185.0%	9,345.45	\$102,799.95
S3	Sewer 3	Remove Concrete Driveway - Sewer	3,940.00	\$11.00	SY	-	\$0.00	27.0%	1,076.93	\$11,846.23
S4	Sewer 4	Remove Sidewalk - Sewer	7,152.00	\$2.00	SF	-	\$0.00	46.0%	3,264.92	\$8,609.84
S11	Sewer 11	Construct 7" Concrete Pavement - Type L65 - Sewer	7,077.00	\$75.00	SY	-	\$0.00	125.0%	8,863.28	\$664,748.75
S15	Sewer 15	Construct 6" Driveway - Sewer	1,915.00	\$59.00	SY	-	\$0.00	59.0%	1,127.92	\$66,547.28
S17	Sewer 17	Subgrade Preparation - Sewer	7,121.00	\$3.50	SY	-	\$0.00	26.0%	1,842.58	\$6,449.03
S24	Sewer 24	Construct 4" PCC Sidewalk - Sewer	7,152.00	\$6.75	SF	-	\$0.00	41.0%	2,932.20	\$19,792.35
33	33	Remove & Dispose 12" or Smaller Sewer Pipe	5,390.00	\$20.00	LF	8.00	\$160.00	77.0%	4,123.92	\$82,478.40
34	34	Construct 6" PVC Sanitary Sewer Pipe (Service Line)	4,886.00	\$65.00	LF	44.00	\$2,890.00	86.0%	4,215.08	\$273,980.85
35	35	Construct 6" Sanitary Sewer Service Riser (Over 12' Depth)	467.00	\$70.00	VF	-	\$0.00	14.0%	87.60	\$4,725.00
36	36	Construct 8" PVC Sanitary Sewer Pipe SDR 26 (Point Repairs)	24.00	\$175.00	LF	-	\$0.00	1285.0%	308.33	\$53,957.75
37	37	Construct 8" PVC Sanitary Sewer Pipe SDR 26 (Point Repairs, Over 15' Depth)	12.00	\$175.00	LF	-	\$0.00	42.0%	5.00	\$875.00
38	38	Construct 8" Sanitary Sewer Concrete Cradle	1.00	\$1,200.00	EA	-	\$0.00	100.0%	1.00	\$1,200.00
39	39	Install 8" CIPP Liner	10,138.00	\$45.00	LF	-	\$0.00	64.0%	6,531.14	\$293,901.30
40	40	Install 16" CIPP Liner	927.00	\$65.00	LF	-	\$0.00	67.0%	529.69	\$34,429.85
41	41	Re-Instate Service Lines	310.00	\$100.00	EA	-	\$0.00	61.0%	169.00	\$18,900.00
42	42	CIPP End Seal, 8-in	79.00	\$195.00	EA	-	\$0.00	61.0%	48.00	\$9,360.00
43	43	CIPP End Seal, 15-in	9.00	\$280.00	EA	-	\$0.00	67.0%	6.00	\$1,680.00
44	44	Perform Pre-CIPP CCTV Pipeline Inspection	11,794.00	\$4.50	LF	-	\$0.00	77.0%	9,047.00	\$40,711.50
45	45	Perform Post-CIPP CCTV Pipeline Inspection	11,085.00	\$3.00	LF	-	\$0.00	84.0%	7,060.83	\$21,182.45
46	45	Jet Existing Sanitary Sewer	11,065.00	\$2.75	LF	-	\$0.00	82.0%	9,047.00	\$24,879.25
47	47	Perform Cementitious Manhole Rehabilitation 48" Dia Type A	337.00	\$260.00	VF	-	\$0.00	0.0%	-	\$0.00
48	48	Perform Cementitious Manhole Rehabilitation 48" Dia Type B	124.00	\$300.00	VF	-	\$0.00	0.0%	-	\$0.00
49	49	By-pass pumping	1.00	\$30,000.00	LS	-	\$0.00	61.0%	0.61	\$18,300.00
50	50	Traffic Control - Sewer CIPP Liner Install	1.00	\$20,000.00	LS	-	\$0.00	28.0%	0.28	\$5,600.00
51	51	Mobilization/Demobilization Sewer CIPP Liner Install	1.00	\$40,000.00	LS	-	\$0.00	100.0%	1.00	\$40,000.00

WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
81	CO1 53	Install 15" RCP Storm Sewer - CO 1	98.00	\$73.00	LF	-	\$0.00	183.0%	160.00	\$11,680.00
82	CO1 54	Excavation for Pipe,	22.00	\$200.00	HR	-	\$0.00	498.0%	109.50	\$21,900.00
63	CO1 65	3/4" Limestone Pipe Bedding	217.00	\$29.50	Ton	-	\$0.00	75.0%	162.85	\$4,804.08
64	CO1A 56	Rebuild curb inlets/Junction box	4.00	\$4,200.00	ea	-	\$0.00	619.0%	24.76	\$103,992.00
66	CO1A 57	Remove existing inlets	3.00	\$600.00	ea	-	\$0.00	200.0%	6.00	\$3,000.00
66	CO2 58	Remove and replace 8" Sanitary Sewer Main S 71st St.	729.00	\$137.00	LF	44.00	\$8,028.00	232.0%	1,889.42	\$231,460.54

ACCOUNTS PAYABLE CHECK REGISTER

Check #	Check Date	Vendor Name	Amount	Voided
5	05/20/2025	UMR INC	148041.07	N
15	05/20/2025	POINT C HEALTH	14797.28	N
31	05/20/2025	HOTSY EQUIPMENT COMPANY	.00	N
144789	05/08/2025	PAPILLION SANITATION	742.42	N
144790	05/08/2025	FELSBURG HOLT & ULLEVIG INC	35707.25	N
144791	05/08/2025	MENARDS-RALSTON	19.90	N
144792	05/08/2025	ALFRED BENESCH & COMPANY	1318.50	N
144793	05/08/2025	SPENCER MANAGEMENT	1027705.13	N
144794	05/08/2025	BRIAN SMILES	750.00	N
144795	05/08/2025	WJHW	5750.00	N
144796	05/08/2025	MGT IMPACT SOLUTIONS, LLC	8600.00	N
144797	05/13/2025	PRINTCO GRAPHICS INC	2437.85	N
144798	05/20/2025	CUMMINS SALES AND SERVICE	1118.46	N
144799	05/20/2025	OMAHA WORLD-HERALD/SUBSCRIPTIONS	139.00	N
144800	05/20/2025	SUBURBAN NEWSPAPERS INC	264.16	N
144801	05/20/2025	DIAMOND VOGEL PAINTS	122.35	N
144802	05/20/2025	MICHAEL TODD AND COMPANY INC	3270.49	N
144803	05/20/2025	JOHNSTONE SUPPLY CO	120.04	N
144804	05/20/2025	FITZGERALD SCHORR BARMETTLER	26906.38	N
144805	05/20/2025	CITY OF OMAHA	4377.45	N
144806	05/20/2025	METRO AREA TRANSIT	906.00	N
144807	05/20/2025	GRAINGER	1654.82	N
144808	05/20/2025	OMNI ENGINEERING	696.18	N
144809	05/20/2025	MOTOROLA SOLUTIONS INC	13324.80	N
144810	05/20/2025	UTILITY EQUIPMENT COMPANY	428.27	N
144811	05/20/2025	DOG WASTE DEPOT	831.92	N
144812	05/20/2025	MUNICIPAL PIPE TOOL CO LLC	466.74	N
144813	05/20/2025	JOHNSON HARDWARE COMPANY LLC	1.14	N
144814	05/20/2025	BS&A SOFTWARE	43156.00	N
144815	05/20/2025	NL & L CONCRETE	288513.67	N
144816	05/20/2025	BOOT BARN	127.49	N
144817	05/20/2025	MENARDS-BELLEVUE	7.41	N
144818	05/20/2025	DELL MARKETING L.P.	3050.00	N
144819	05/20/2025	CULLIGAN OF OMAHA	13.50	N
144820	05/20/2025	SIGN IT	1072.00	N
144821	05/20/2025	ACTION BATTERIES UNLTD INC	54.95	N
144822	05/20/2025	KINDIG, DOUGLAS	32.21	N
144823	05/20/2025	VERIZON WIRELESS	487.33	N
144824	05/20/2025	MOBOTREX, INC.	2660.00	N
144825	05/20/2025	MATHESON TRI-GAS INC	277.92	N
144826	05/20/2025	GENUINE PARTS COMPANY-OMAHA	355.19	N
144827	05/20/2025	OFFICE DEPOT INC	232.59	N
144828	05/20/2025	WALMART COMMUNITY BRC	748.35	N
144829	05/20/2025	GALE	83.97	N
144830	05/20/2025	INDUSTRIAL SALES COMPANY INC	377.40	N
144831	05/20/2025	CITY OF PAPILLION PARKS/RECREATION	364.00	N
144832	05/20/2025	RON TURLEY ASSOCIATES INC	21115.00	N
144833	05/20/2025	O'REILLY AUTO PARTS	920.89	N
144834	05/20/2025	GRETNNA WELDING INC	1350.00	N
144835	05/20/2025	CENTER POINT, INC.	240.90	N
144836	05/20/2025	KRIHA FLUID POWER CO INC	417.25	N
144837	05/20/2025	HELGET SAFETY SUPPLY INC	480.30	N

ACCOUNTS PAYABLE CHECK REGISTER

Check #	Check Date	Vendor Name	Amount	Voided
144838	05/20/2025	BOBCAT OF OMAHA	734.16	N
144839	05/20/2025	PAPILLION SANITATION	1896.46	N
144840	05/20/2025	V & V MANUFACTURING INC	127.95	N
144841	05/20/2025	FIRST WIRELESS INC	909.36	N
144842	05/20/2025	STRADA OCCUPATIONAL HEALTH	275.00	N
144843	05/20/2025	EDGEWEAR SCREEN PRINTING	1212.50	N
144844	05/20/2025	KIMBALL MIDWEST	38.36	N
144845	05/20/2025	TY'S OUTDOOR POWER & SERVICE	40.84	N
144846	05/20/2025	CIVICPLUS	27853.41	N
144847	05/20/2025	METRO LANDSCAPE MATERIALS	84.00	N
144848	05/20/2025	GREAT PLAINS UNIFORMS	32.00	N
144849	05/20/2025	LARSEN SUPPLY COMPANY	488.20	N
144850	05/20/2025	LOWE'S CREDIT SERVICES	116.09	N
144851	05/20/2025	BISHOP BUSINESS EQUIPMENT	152.98	N
144852	05/20/2025	ONE CALL CONCEPTS INC	530.36	N
144853	05/20/2025	D & K PRODUCTS	6526.60	N
144854	05/20/2025	TRANS UNION RISK AND ALT. DATA SOL.	75.00	N
144855	05/20/2025	MENARDS-RALSTON	530.51	N
144856	05/20/2025	UNITE PRIVATE NETWORKS LLC	3300.00	N
144857	05/20/2025	WESTLAKE HARDWARE INC NE-022	8.59	N
144858	05/20/2025	WESTLAKE HARDWARE INC NE-022	1024.66	N
144859	05/20/2025	LABRIE, DONALD P	150.00	N
144860	05/20/2025	KIESLER POLICE SUPPLY	4485.00	N
144861	05/20/2025	VOIANCE LANGUAGE SERVICES, LLC	98.80	N
144862	05/20/2025	CINTAS CORPORATION NO. 2	705.34	N
144863	05/20/2025	T & N ACQUISITION COMPANY	647.00	N
144864	05/20/2025	AMAZON CAPITAL SERVICES, INC.	1411.41	N
144865	05/20/2025	PER MAR SECURITY SERVICES	1591.29	N
144866	05/20/2025	KANOPI, INC.	211.85	N
144867	05/20/2025	REF'S SPORTS BAR & GRILL	3000.00	N
144868	05/20/2025	CONCRETE SUPPLY, INC.	431.00	N
144869	05/20/2025	DATABASEUSA.COM/A TO Z DATABASES	933.00	N
144870	05/20/2025	THE COLONIAL PRESS, INC	158.01	N
144871	05/20/2025	AKRS EQUIPMENT SOLUTIONS, INC.	1171.61	N
144872	05/20/2025	FIKES COMMERCIAL HYGIENE LLC	270.00	N
144873	05/20/2025	COLLAB. SUMMER LIBRARY PROGRAM	98.47	N
144874	05/20/2025	NORTH AMERICAN RESCUE	13.00	N
144875	05/20/2025	THE WALDINGER CORPORATION	752.50	N
144876	05/20/2025	WELDON PART5 INC.	408.42	N
144877	05/20/2025	BACON LETTUCE CREATIVE	6587.50	N
144878	05/20/2025	GUARDIAN ALLIANCE TECHNOLOGIES INC	102.00	N
144879	05/20/2025	RTG BUILDING SERVICES INC	6765.00	N
144880	05/20/2025	ARNOLD MOTOR SUPPLY	406.27	N
144881	05/20/2025	HILTI, INC	176.00	N
144882	05/20/2025	FH BLACK & COMPANY INCORPORATED	298.00	N
144883	05/20/2025	LOWES	80.90	N
144884	05/20/2025	ROSARIO CANIGILA	15165.00	N
144885	05/20/2025	MAINTAINX, INC	2700.00	N
144886	05/20/2025	PORT-A-JOHNS	90.00	N
144887	05/20/2025	VERIZON CONNECT FLEET USA	671.80	N
144888	05/20/2025	THE ASTRO THEATER	150.00	N
144889	05/20/2025	THE ASTRO THEATER	7974.75	N

ACCOUNTS PAYABLE CHECK REGISTER

Check #	Check Date	Vendor Name	Amount	Voided
144890	05/20/2025	ULTIMATE TRUCK ACCESSORIES INC.	1170.00	N
144891	05/20/2025	COLUMN SOFTWARE PBC	503.24	N
144892	05/20/2025	PRINTCO GRAPHICS INC	5480.78	N
144893	05/20/2025	LOVELAND GRASS PAD	98.86	N
144894	05/20/2025	FACTORY MOTOR PARTS	96.61	N
144895	05/20/2025	WINSUPPLY OF OMAHA	78.28	N
144896	05/20/2025	YARD MARKET NURSERY	5906.00	N
144897	05/20/2025	SIMPLE GRANTS	4900.00	N
144898	05/20/2025	ATTITUDE ON FOOD	1000.00	N
144899	05/20/2025	S5 CREATIVE	75.00	N
144900	05/20/2025	KIMBERLY STORY-EMBRACING YOUR STORY	150.00	N
1262254	05/08/2025	POLICE & FIREMEN'S INSURANCE	327.16	N
1262255	05/08/2025	FRATERNAL ORDER OF POLICE	2190.00	N
1262256	05/20/2025	CITY OF OMAHA	304310.24	N
1262257	05/20/2025	SHI INTERNATIONAL CORP.	3615.20	N
1262258	05/20/2025	HEARTLAND NATURAL GAS	1936.16	N
1262259	05/20/2025	BLACK HILLS ENERGY	1303.77	N
1262260	05/20/2025	CENTURY LINK/LUMEN	475.15	N
1262261	05/20/2025	CENTURY LINK/LUMEN	116.48	N
1262262	05/20/2025	COX COMMUNICATIONS, INC.	467.15	N
1262263	05/20/2025	ACTIVE NETWORK LLC	1525.56	N
1262264	05/20/2025	UNITED STATES TREASURY	9748.85	N
1262265	05/20/2025	ESSENTIAL SCREENS	156.17	N
1262266	05/20/2025	GREATAMERICA FINANCIAL SERVICES	1666.79	N
1262267	05/20/2025	ADP INC	496554.80	N
1262268	05/20/2025	MISSIONSQUARE RETIREMENT	79497.89	N
1262269	05/20/2025	US BANK NATIONAL ASSOCIATION	24913.07	N
1262270	05/20/2025	VOID	.00	Y
1262271	05/20/2025	VOID	.00	Y
1262272	05/20/2025	VOID	.00	Y
1262273	05/20/2025	VOID	.00	Y
1262274	05/20/2025	VOID	.00	Y
1262275	05/20/2025	VOID	.00	Y
1262276	05/20/2025	VOID	.00	Y

TOTAL: \$2,718,560.08

APPROVED BY COUNCIL MEMBERS ON:

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 20, 2025 AGENDA

Subject:	Type:	Submitted By:
AMEND MUNICIPAL CODE – SECTION 113.07 GAS AND TELEPHONE COMPANIES	RESOLUTION ◆ ORDINANCE RECEIVE & FILE	KEVIN POKORNY MANAGING DIRECTOR ADMINISTRATIVE SERVICES

SYNOPSIS

An ordinance has been prepared to amend municipal code section 113.07 Gas and Telephone Companies to bring the City Municipal Code into compliance with Neb. Rev. Statute § 86-704 and reduce the occupation tax rate from 5% to 4%.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

The 2024 Nebraska Legislature passed LB1023, reducing the maximum occupation tax a municipality may charge for telecommunication companies from 6.25% to 4%. The City's occupation tax for telephones is currently 5%. Therefore, a recommendation is being made to update the language in Municipal Code 113.07 to reference telecommunication and remove the term telephone. The update also requires the gross receipts to be received by the city on a monthly basis, and removes the current language for semi-annual payments. All telecommunication companies are currently submitting payments monthly.

Additionally, municipal code 113.07 mentions the term Gas. This term was used to describe Natural Gas. The City Municipal Code 118.11 sets the fees for natural gas providers. Therefore, the term Gas is no longer necessary in Municipal Code 113.07.

§ 113.07 GAS AND TELEPHONE GAS AND TELECOMMUNICATION BUSINESSES AND COMPANIES; PROCEDURE.

A. All gas and telecommunications servicesbusinesses and companies ,as defined in City Municipal Code § 120.02, doing business in the City are required to pay the applicable occupation taxes as from time to time specified in the City's master fee ordinance or other City ordinance.

B. The sale of telecommunications services sold on a call-by-call basis shall be sourced to the City of La Vista where the call either originates or terminates and in which the service address is also located.

C. Mobile telecommunications service and ancillary services shall be subject to telecommunications occupation tax by the City of La Vista, Nebraska, whose territorial limits encompass the customer's place of primary use, regardless of where the mobile telecommunications service originates, terminates, or passes through. to the city in an amount equal to four (4) percent of the gross receipts from the legally established basic monthly charges collected for the local exchange of telecommunication services to subscribers within the City, mobile telecommunication services and other similar telecommunication services for revenue in the City. Transmission service occupation tax shall not include accounts charged to the United States government or any of its departments, or the State of Nebraska, or any of its agencies, subdivisions, or departments. The payment of the occupation tax herein levied under § 113.02 of this chapter shall be in semi annual payments using the calendar half year ending June thirtieth and December thirty first each year as a basis for determining and computing the amount of tax payable. Each half year payment shall be due 45 days after the termination of each calendar half year. All payments of tax made after the due date shall draw interest at the rate of 3/4% per month and, after payment has been in default for six months, a penalty of 5% shall be added thereto in addition to the interest charges and shall be paid by the companyor companies subject to the occupation tax. Each succeeding payment may make such adjustment to be shown on the report hereinafter provided for as may be necessary for uncollectibles or any other matters which may have resulted in either an excess or deficiency in the amount of tax paid in any previous period.

a. **Telecommunications service** means the electronic transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals to a point, or between or among points. Telecommunications service includes such transmission, conveyance, or routing in which computer processing applications are used to act on the form, code, or protocol of the content for purposes of transmission, conveyance, or routing without regard to whether such service is referred to as voice over Internet protocol services or is classified by the Federal Communications Commission as enhanced or value-added.

b. **Mobile telecommunications service** means a wireless communication service carried on between mobile stations or receivers and land stations, and by mobile stations communicating among themselves, and includes (A) both one-way and two-way wireless communication services, (B) a mobile service which provides a regularly interacting group of base, mobile, portable, and associated control and relay stations, whether on an individual, cooperative, or multiple basis for private one-way or two-way land mobile radio communications by eligible users over designated areas of operation, and (C) any personal communication service.

D. Unless otherwise provided by any franchise or written agreement issued or entered by the City, all occupation taxes of gas businesses and companies shall be paid monthly, and all occupation taxes of telecommunications businesses and companies shall be paid monthly (such monthly period referred to herein as "Applicable Period"). Each business or company shall prepare and file with the City Administrator (defined in section 113.25 below) a return of gross receipts and other information for each Applicable Period and at the same time pay to the City the tax imposed pursuant to subsection 113.07(A) above. The return shall be on and in such form and

content and include such supporting data as from time to time may be prescribed by this chapter, ordinance or resolution of the City or the City Administrator, shall be verified and sworn to by an officer responsible for the business or company, and shall be filed with the City Administrator on or before the last day of the month immediately after such Applicable Period ends. Returns and tax payments shall be filed and paid: (1) by hand delivery or by United States mail, properly addressed, postage prepaid and postmarked no later than the last day of the appropriate month; or (2) by electronic filing and payment by Automated Clearing Housing or credit card no later than the last day of such month, and in accordance with such procedures as prescribed by the City Administrator from time to time

~~All such companies at the same time as they make such half year payments of tax shall file with the City Clerk a full, complete and detailed statement of the gross receipts subject to the occupation tax provided for in § 113.02, and said statement shall be duly verified and sworn to by the Manager in charge of the business of the particular company in the city or by a higher managerial employee of such company, and the city shall have the right at any time to inspect through its officers, agents or representatives the books and records of such company for the purpose of verifying such report or reports. However, in case any company shall refuse, fail or neglect to furnish or file such report or reports at the time required by this chapter or shall fail or refuse to permit the city to inspect the books and records of such company for the purpose of verifying such report or reports, then and in that event, the occupation tax for the preceding half year shall be estimated by the City Council and said amount so estimated shall be paid within 45 days following the end of the half year as required by § 113.02, and said amount shall draw interest and penalties as further provided in this section.~~

(Ref. NE State Statute 77-2703.04)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA TO AMEND MUNICIPAL CODE SECTION 113.07; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

Section 1. Amendment of Section 113.07. Section 113.07 of the La Vista Municipal Code is hereby amended to read as follows:

§ 113.07 GAS AND TELECOMMUNICATION BUSINESSES AND COMPANIES; PROCEDURE.

(A) All gas and telecommunications businesses and companies doing business in the City are required to pay the applicable occupation taxes as from time to time specified in the City's master fee ordinance or other City ordinance.

(B) The sale of telecommunications services sold on a call-by-call basis shall be sourced to the City of La Vista where the call either originates or terminates and in which the service address is also located.

(C) Mobile telecommunications service and ancillary services shall be subject to telecommunications occupation tax by the City of La Vista, Nebraska, whose territorial limits encompass the customer's place of primary use, regardless of where the mobile telecommunications service originates, terminates, or passes through.

(1) **Telecommunications service** means the electronic transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals to a point, or between or among points. Telecommunications service includes such transmission, conveyance, or routing in which computer processing applications are used to act on the form, code, or protocol of the content for purposes of transmission, conveyance, or routing without regard to whether such service is referred to as voice over Internet protocol services or is classified by the Federal Communications Commission as enhanced or value-added.

(2) **Mobile telecommunications service** means a wireless communication service carried on between mobile stations or receivers and land stations, and by mobile stations communicating among themselves, and includes (A) both one-way and two-way wireless communication services, (B) a mobile service which provides a regularly interacting group of base, mobile, portable, and associated control and relay stations, whether on an individual, cooperative, or multiple basis for private one-way or two-way land mobile radio communications by eligible users over designated areas of operation, and (C) any personal communication service.

(D) Unless otherwise provided by any franchise or written agreement issued or entered by the City, all occupation taxes of gas businesses and companies shall be paid monthly, and all occupation taxes of telecommunications businesses and companies shall be paid monthly (such monthly period referred to herein as "Applicable Period"). Each business or company shall prepare and file with the City Administrator (defined in section 113.25 below) a return of gross receipts and other information for each Applicable Period and at the same time pay to the City the tax imposed pursuant to subsection 113.07(A) above. The return shall be on and in such form and content and include such supporting data as from time to time may be prescribed by this chapter, ordinance or resolution of the City or the City Administrator, shall be verified and sworn to by an officer responsible for the business or company, and shall be filed with the City Administrator on or before the last day of the month immediately after such Applicable Period ends. Returns and tax payments shall be filed and paid: (1) by hand delivery or by United States mail, properly addressed, postage prepaid and postmarked no later than the last day of the appropriate month; or (2) by electronic filing and payment by Automated Clearing Housing or credit card no later than the last day of such month, and in accordance with such procedures as prescribed by the City Administrator from

time to time.
(Ref. NE State Statute 77-2703.04)

Section 2. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, sentence clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 3. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication by the City Clerk or any designee of the City Clerk in a legal newspaper in or of general circulation within the City, or in book, pamphlet or electronic form in accordance with applicable law.

PASSED AND APPROVED THIS 20TH DAY OF MAY 2025.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Rachel D. Carl, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 20, 2025 AGENDA**

Subject:	Type:	Submitted By:
AMEND MASTER FEE ORDINANCE	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	KEVIN L. POKORNY MANAGING DIRECTOR ADMINISTRATIVE SERVICES

SYNOPSIS

An ordinance has been prepared to amend the master fee ordinance to reflect the changes in Neb. Rev. Stat. § 86-704.

FISCAL IMPACT

The FY25 telecommunications revenue will be minimally affected.

RECOMMENDATION

Approval.

BACKGROUND

The Nebraska State Legislature amended Neb. Rev. Stat. § 86-704 to establish the occupation tax from the sale of telecommunications services shall not exceed four percent (4%) of the receipts. The City's current rate is set at five (5%). This change was effective 10/1/2024.

AN ORDINANCE TO AMEND ORDINANCE NO. 1533, 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
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Commercial/Industrial	\$30 Base fee + see building fee schedule
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Plan Review Fee (collected at the time of permit application submittal)

Commercial (non-refundable)	\$100 or 10% of building permit fee (whichever is greater)
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External Review of Plans by Qualified Consultants (as deemed necessary by Community Development and/or Public Works Departments - collected at the time of permit application submittal)	Actual Fee Incurred
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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

	\$100 + Request for records fees
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Engineer's Review

	\$500
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Building Re-Inspection Fee

	\$100
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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 or no-show fee)	\$100.00
Inspection Fees:	
Primary Inspection	No charge
Class B Property Inspection (after primary inspection):	
Violation corrected	No charge
Violation not corrected	\$100.00 per unit
Re-inspection Fee (no show or additional follow up inspection)	\$100.00 per unit
Vacant Property Registration Fee	
	\$250 Original Registration Fee
	\$500 First Renewal
	\$1,000 Second Renewal
	\$2,000 Third Renewal
	\$2,500 Fourth Renewal
	\$2,500 Fifth and Subsequent Renewals
Penalty Fee (working without a permit)	3x Regular permit fee
Refund Policy	
	75% will be refunded when the project is cancelled or not complete within one year. No refund will be given after one year. (Sewer Hook-up Fee is 100% refunded)
Certificate of Occupancy	\$ 50
Temporary Certificate of Occupancy	\$750
Pre-occupancy fee (Occupancy without C.O.)	\$750
Change of Occupancy Permit Fee	\$100
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
Cell Tower Development Permit	\$8,500(min fee) (or actual fee incurred)
Co-locates – Cell Towers	\$5,000(min fee) (or actual fee incurred)
Small Wireless Facilities	\$500 per application for up to five small wireless facilities
Support Structure for Small Wireless Facilities	\$250 per structure
Eligible Facilities Permit	\$250 per application (or actual fee incurred)
Tarp Permit (valid for 6 months)	\$ 30
Solar Panel Permit	\$ 30
Satellite Dish Permit	\$ 30
Wading/ Swimming Pools at residence	\$ 30
Dedicated Electrical circuit for pumps	\$ 30
Mechanical Permits	\$30 Base fee + See mechanical fee schedule
Plumbing Permits	\$30 Base fee + See plumbing fee schedule
Sewer Repair Permit	\$30
Backflow protector permit	\$ 30 (\$22 permit & \$8 backflow)
Underground Sprinklers	\$ 30 (\$22 issue fee & \$8 fixture)

Electrical Permits	\$30 Base Fee + See electrical fee
City Professional License (Plumbers; Mech. Contractors)	\$ 15 and a \$1,000,000 Liability, and a \$500,000 bodily injury insurance Certificate per each occurrence Also a \$5,000 Bond is required, naming the City as the recipient.
Demolition of building	\$250 plus Insurance Certificate
Moving Permit (buildings 120 square feet or greater)	\$250 plus Insurance Certificate
Sheds and Fences	\$ 30.00
Sidewalks	\$ 30.00
Driveway Replacement	\$ 30.00
Driveway Approach w/o curb cut or grinding	\$ 30.00
With curb requiring cut plus the 4' apron on each side)	
Contractor (Contractor performs curb cut or grind)	\$ 30.00 plus \$1.00/ft.
City Charge (if City performs curb cuts)	\$50 + \$5/ft. (\$40 set up fee; \$10 permit fee)
City charge (if City performs curb grinds)	\$50 + \$6/ft. (\$40 set up fee; \$10 permit fee)
Utility Cut Permit	\$ 30.00
Appeal Fee Regarding Issuance or Denial of Curb Cut/Driveway	
Approach Construction Permit	\$250
Street Paving, Surfacing, Resurfacing, Repairing, Sealing or Resealing Permit	\$ 30.00/Yearly
Appeal Fee Regarding Issuance or Denial of Street Paving, Resurfacing, etc. Permit	\$250

RIGHT-OF-WAY PERMIT FEES

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

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

Provided, however, notwithstanding anything in this Ordinance to the contrary, all property, or parts thereof or improvements thereon, with respect to which legal title is or will be held by or for the benefit of the City of La Vista, La Vista Community Development Agency, City of La Vista Facilities Corporation, La Vista/Metropolitan Community College Condominium Owners Association, Inc., or any other entity directly or indirectly controlled by the City of La Vista as determined by the City Administrator, for a public purpose, and all owners of such property, parts, or improvements, shall be exempt from the Building

and Use Fees and/or any other fees in this ordinance. The City of La Vista pursuant to a policy of the City Council also may provide for waiver of any or all such Building and Use Fees, or any other fees under this Ordinance that are payable to the City, with respect any political subdivisions that levy property taxes within the corporate limits of the City, or any entity controlled by any such political subdivision.

FIRE INSPECTION FEES

Plan Review Fees

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

Child Care Facilities:

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

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)

Underground Storage Tanks (Title 159, Chapter 2)

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

GRADING PERMIT FEES

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

TAX INCREMENT FINANCING (TIF) APPLICATION FEES

Application Fee	\$3,000
Administrative Fee	1.5% on TIF Principal up to \$2,000,000

Bond Related Fee	1% on TIF Principal amount above \$2,000,000 thru \$4,000,000 No additional administrative fee for TIF Principal above \$4,000,000 Actual Fees, Costs & Expenses Incurred by the City
<u>PACE PROGRAM</u>	
Application Fee	\$1,000
Administrative Fee	1% of loan amount maximum \$40,000 subject to 50% reduction if a TIF project
Annual Fee	\$500
<u>ZONING FEES</u>	
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)	
<u>OCCUPATION TAXES</u>	
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 (These fees are in addition to the State Fee Requirement)	\$ 25
Amusement Concessions (i.e. Carnivals) (This would include any vendors set up for special functions at the La Vista Sports Complex)	\$ 10/concession/day
Auto dealers – new and used - \$250 plus \$.01 per sq. ft. of inside area, and \$.005 per sq. ft. of outside area used for display, sales or storage.	
Auto repair	\$100
Banks, small loan and finance companies	\$250 plus \$75/each detached facility.
Barber shops, beauty salons, tanning & nail salons	\$ 75 plus \$10 per operator over one.
Bowling Alleys or Billiard/Pool Halls	\$ 50/year + \$10/table or alley (Additional fees for Restaurants or Drinking Places if applicable)
Car washes	\$100 (includes all vacuum & supply vending machines)
Circus, Menagerie or Stage Show	\$ 50/day
Collecting agents, detective agents or agencies and bail bondsmen	\$ 75
Construction/Tradesmen	\$ 75 and a \$1,000,000
Liability, \$500,000 bodily injury insurance certificate	
Convenience stores	\$ 75 (Additional fees for Restaurants or Drinking Places if applicable)
Convenience store with car wash	\$120 (Includes all vacuum & supply vending machines)
Dry cleaning or laundry and tailoring	\$ 50
Funeral homes	\$150
Gaming Device Distributors	5% of gross receipts (non-profits exempt)
Games of Chance/Lotteries	5% of gross receipts (non-profits exempt)
Games of Chance/Lottery License Fee	\$ 50/1 st location - \$10/ea additional
Gas Companies	5% of gross receipts
Hawkers/Peddlers	\$ 75/day or \$500/year
Home Occupations (not specified elsewhere)	
Home Occupation Permit Application Fee	\$ 30
Home Occupation 1 and Child Care Home	\$ 50

Home Occupation Conditional Use Permit – see Zoning Fees

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

Mobile Food Vendors	\$100/year
Movie theatres	\$150/complex and \$75/viewing room (Additional fees for Restaurants or Drinking Places if applicable)
Music, Vending, & Pinball Machines Provider Fee of \$75.00 for business outside the City that provides machines for local businesses	\$ 20/year/machine +Service
Nurseries, greenhouses, landscaping businesses, and tree trimmers	\$75
Nursing homes, assisted living, hospitals and retirement homes	\$5 per bed
Pawnbrokers transaction evidenced by a pawnbroker card or ledger entry per Neb. Rev. Stat. Section 69-204. Minimum of \$30/year	\$1.00/pawnbroker
Professional services – engineers, architects, physicians, dentists, chiropractors, osteopaths, accountants, photographers, auctioneers, veterinarians, attorneys, real estate offices and insurance agents or brokers - \$75 plus \$10 per agent or professional over one (1)	
Recreation businesses – indoor and outdoor	\$100
Restaurants and Drinking Places,	Effective March 1, 2023 – Occupation tax of 1% of gross receipts pursuant to Municipal Code Sections 113.40 through 113.46
Retail, Manufacturing, Wholesale, Warehousing and Other – Any person or entity engaged primarily in a manufacturing, wholesale, and/or warehousing business shall pay an Occupation Tax based on the schedule below and the actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; and any person or entity engaged in a business of making retail sales of groceries, clothing, hardware, notions, furniture, home furnishings, services, paint, drugs, or recreational equipment, and any other person or entity engaged in a business for which an Occupation Tax is not specifically provided elsewhere in this Ordinance, shall pay an Occupation Tax based on the schedule below and actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; provided, however, that persons or entities that use a basement or one or more additional floors in addition to the main floor (the main floor being the floor with the greatest total square footage) in the conduct of one or more specified businesses of sales at retail shall determine square footage for purposes of the Occupation Tax imposed hereunder based on the square footage of the entire main floor plus one-half (1/2) of the square footage of all such basement and additional floors.	
0	999 sq. ft. \$ 50
1,000	2,999 sq. ft. \$ 65

3,000	4,999 sq. ft.	\$ 80
5,000	7,999 sq. ft.	\$ 120
8,000	9,999 sq. ft.	\$ 150
10,000	14,999 sq. ft.	\$ 200
15,000	24,999 sq. ft.	\$ 225
25,000	39,999 sq. ft.	\$ 300
40,000	59,999 sq. ft.	\$ 400
60,000	99,999 sq. ft.	\$ 500
100,000	and greater	\$ 750
Schools – trade schools, dance schools, music schools, nursery school or any type of school operated for profit		\$ 50
Service providers, such as persons, firms partnerships or corporations delivering any product, good or service whatsoever in nature within the City		\$ 75
Service stations selling oils, supplies, accessories for service at retail		\$ 75 + \$25.00 for attached car wash
Short-Term Rentals—short-term rental owner or operators, listing companies, brokers, agents, or others acting on behalf of short-term rental owners in La Vista room		5% of gross receipts from or property rentals.
Telephone <u>Telecommunication</u> Companies		54% of gross
receipts		
(includes land lines, wireless, cellular, and mobile)		
Telephone Surcharge - 911		\$1.00 per line per month
Tobacco License		\$ 15 (based on State Statute)
Tow Truck Companies		\$ 75
Late Fee (Up to 60 days)		\$ 35
Late Fee (60-90 days)		\$ 75
Late Fee (over 90 days)		Double Occupation tax or \$100, whichever is greater
CONVENIENCE FEES		
Restaurant & Drinking Places Occupation Tax, Hotel Occupation Tax, and General Business Occupation Tax Payments through online portal		
Credit Cards, Debit Cards, & Digital Wallet		2.5% of transaction + \$0.30
E-Checks		\$1.50 for transactions \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
Bucket Truck Rental w/operator		\$150 per hour
Charging Station Fees		
Standard Charge Station		\$2/hr. – First 6 hours
		\$0.33/min. after 6 hours
Rapid Charge Station		\$5/hr. – First 2 hours
		\$.033/min. after 2 hours

Community Garden Plot Rental	\$20 annually
Conflict Monitor Testing	\$200
Cat License Fee (per cat – limit 3)	\$12 each if spayed/neutered \$25 each if not spayed/neutered
Late Fee	\$10 each if spayed/neutered
Late Fee	\$20 each if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog License Fee (per dog – limit 3)	\$12 each if spayed/neutered \$ 25 each if not spayed/neutered
Late Fee	\$10 each if spayed/neutered
Late Fee	\$20 each if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog/Cat License Handling Fee (in addition to above fees)	\$5
Dog or Cat License Replacement if Lost	\$6
Dog or Cat Capture and Confinement Fee MAXIMUM OF 4 DOGS AND/OR CATS WITH NO MORE THAN 3 OF EITHER SPECIES	\$10 + Boarding Costs
Election Filing Fee	1% of Annual Position Salary
Fireworks Sales Permit (Non-Profits)	\$2,000
Handicap Parking Permit Application Fee State	\$ Currently Not Charging Per
Natural Gas Franchisee Rate Filing Fee (For rate changes not associated w/the cost of purchased gas.)	Per Agreement
Open Burning Permit	\$ 10
Parking Fees	
Monthly Parking	
Covered Stall	\$50/Month per permit
Uncovered Stall	\$25/Month per permit
Business Reserved	100/Month per permit
Daily Parking (Parking Day runs 6 a.m.-6 p.m.)	
Parking Structure No. 1	3 hours free (\$0), after which \$1.00/hr. up to \$10/day
Parking Structure No. 2	\$1.00/hour up to \$10/day
City Centre Surface Parking Lot	\$1.00/hour up to \$10/day
Event Parking	
Parking Structure No. 1	\$5/event
Parking Structure No. 2	\$5/event
City Centre Surface Parking Lot	\$20/event

Facility Rental Fee (Parking Structure No. 2 only)	
Daytime Event	\$500
(Ending by 6:00 p.m.)	
Evening Event	\$1,000
(Starting at/after 6:30 p.m.)	
 Parking Ticket Fees	
If paid within 7 days of violation date	\$ 20 (\$5 + \$15 admin fee)
If paid after 7 days of violation date but within 30 days	\$ 25 (\$10 + \$15 admin fee)
If paid after 30 days of violation date	\$ 35 (\$20 + \$15 admin fee)
 Pawnbroker Permit Fees:	
Initial	\$ 150
Annual Renewal	\$ 100
Pet Store License	\$ 50 (In addition to Occ. License)
Public Assembly Permit (requires application and approval)	\$ 00
Returned Check Fee (NSF)	\$ 35
Storage of Explosive Materials Permit	\$ 100
Towing/Impound Fee	\$ 30
Trash Hauling Permit	\$ 25/yr./truck + \$25,000
Performance Bond	
 <u>PUBLIC RECORDS</u>	
Request for Records	\$15.00/Half Hour (after first 4 hours) + Copy Costs* (May be subject to deposit)
Audio Tapes	\$5.00 per tape
Video Tapes or CD/DVD	\$10.00 per tape/CD
*Copy costs shall be established by the Finance Director	
Unified Development Ordinance	\$100
Comprehensive Plan	\$ 50
Zoning Map	\$5 11"x17" \$10 12"x36" \$30 36"x120"
Zoning Ordinance w/Map	\$ 30
Subdivision Regulations	\$ 30
Future Land Use Map	\$5 11"x17" \$10 12"x36" \$30 36"x120"
Ward Map	\$ 2
Fire Report	\$ 5
Police Report	\$ 5
Police Photos (Digital)	\$10/CD
Criminal history	\$10
 <u>FALSE AND NUISANCE ALARMS</u>	
Registration Fee for Alarm System (not to include single family or duplexes)	\$25
Renewal Fee for Alarm System (not to include	\$25

single family or duplexes)
Late Registration Charge

\$35

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

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

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

RESCUE SQUAD FEES

Basic Life Support Emergency	\$ 750
Basic Life Support Non-Emergency	\$ 750
Advanced Life Support Emergency 1	\$ 850
Advanced Life Support Emergency 2	\$1050
Advanced Life Support Non-Emergency	\$ 850
Mileage – per loaded mile	\$ 17

LIBRARY FEES

Membership (Non-Resident Family)	6 month	\$ 35.00
	1 year	\$ 60.00
	1 month	\$ 7.00
Administrative fee – SID interlocal		\$100.00 annually
Fax		\$2.00 up to 5 pages
Overdue Fees Books, Kits, Periodicals		\$.05/day
Audio Books/Board Games/CDs		\$.10/day
Cake Pans/Telescope/Puzzles		
Playaway device/DVDs		\$ 1.00/day
Board Game, Puzzle 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
Seasonal/Special Workshops		\$15.00
Makerspace Fees		
3D Printer		\$.10/gram
Laser Cutter		
1/8 inch	8x12	\$.50
1/8 inch	12x12	\$ 1.00
1/8 inch	12x16	\$ 1.25
1/4 inch	8x12	\$.75
1/4 inch	12x12	\$ 1.10
1/4 inch	12x16	\$ 1.50
Glassware		\$ 1.50
Cork Coaster		\$.35
White Chipboard Coasters		\$.35
Glass trivets/cutting boards		\$ 1.50
Small Bevel Mirrors		\$ 1.50
Heat Press & Mug Press		
Sublimation paper		\$ 1.00/sheet
Mugs		\$ 2.00
Ceramic Tiles		\$ 1.00
Bags		\$.75
Button Maker		

Pins (3 part)	\$.35
Magnets	\$.35
Bottle openers	\$.35
Mylar rings	\$.10

RECREATION FEES

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

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

Community Center

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

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

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

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

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

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

Contract Instructor Does Registration and Collects Fees

<u>Fields Profit</u>	<u>Non- Profit</u>
Tournament Fees 10/Team/Tournament	\$ 30/Team/Tournament \$
Tournament Field Fees	

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

The Link

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

Parks

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

Park Shelters	\$15/3 hours Hours	\$25/3 hours	\$ 30/3 Hours	\$ 12/3
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Swimming Pool	Resident*	Non-Resident
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	Resident*	Non-Resident
Coed T-Ball Ages 5-6	\$ 45/55	\$60/70
Softball/Baseball Ages 7-8	\$ 50/60	\$65/75
Softball/Baseball Ages 9-10	\$ 65/75	\$85/95
Softball/Baseball Ages 11-12	\$ 75/85	\$105/115
Softball/Baseball Ages 13-14	\$ 85/95	\$105/115
Softball/Baseball Age 15-18	\$110/120	\$140/150
Basketball Clinic	\$ 17/27	\$22/32
Basketball Grades 3-8	\$ 55/65	\$65/75
Soccer Academy	\$ 33/43	\$53/63
Flag Football	\$ 33/43	\$53/63
Volleyball	\$ 55/65	\$65/75
3 yr. old Soccer Clinic	\$17/27	\$22/33

Adult Recreation Programs – Per Team

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

Special Services Van Fees

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

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

- A. Levy of Sewer Service Charges. The following sewer service charges shall be levied against the user of premises, property or structures of every kind, nature and description, which has water service from any supply source and are located within the wastewater service area of the City of La Vista.
- B. Computation of Sewer Service Charges. For the months of December, January, February and March, the monthly charge for residential sewer services will be computed on the actual water used for these months. The monthly charge for residential sewer service in the months of April, May, June, July, August, September, October and November will be computed on the average water usage of the four (4) preceding winter months of December, January, February and March or for such portion of said consumption, whichever is the lesser. At the option of the City of La Vista, water used from private wells shall be either metered or estimated for billing purposes.
- C. Amount of Sewer Service Charges. The total sewer service charge for each sewer service user will be the sum of three (3) charges: (1) customer charge, (2) flow charge, and (3) abnormal charge.
 - 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 - \$13.36 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 - \$14.33 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 - \$14.33 per month. For sewer service users in this category that require manual billing, add \$10.00 for a total of \$24.33. The manual billing of the customer charge will come from the City of La Vista instead of the Metropolitan Utilities District.
 - 2. The flow charge for all sewer service users shall be \$4.89 per hundred cubic feet (ccf).

Temporary additional flow charges*

For the period of June 1, 2025 through May 31, 2027, the following supplemental flow charges also shall apply, in addition to the above flow charge, resulting in total flow charges during this period as indicated below:

Residential: additional flow charge of \$.26 per hundred cubic feet (ccf), resulting in a total residential flow charge during this period of \$5.15 per hundred cubic feet (ccf)

Commercial: additional flow charge of \$.23 per hundred cubic feet (ccf), resulting in a total commercial flow charge during this period of \$5.12 per hundred cubic feet (ccf)

*Temporary additional flow charges recover amounts for increased rates previously authorized September 5, 2023 and September 3, 2024 and unbilled, effective for the period indicated.

- 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.

Section 3.1 – City of Omaha - Stonybrook Outfall Sewer Shed

Fees collected in the City of Omaha – Stonybrook Sewer Shed as defined by Exhibit “I” of the Wastewater Service Agreement (WSA) between the City of Omaha and City of La Vista, current revision, and as further defined by Section 31-259 of the City of Omaha Municipal Code, shall be as follows:

	Effective 1/1/2025	Effective 2/1/2026
Residential		
Single Family Dwelling	\$0.637/SF	\$0.637/SF
Mobile Homes As Used as a Residence	\$2,128/pad	\$2,128/pad
All Other Residential Uses	\$ 2,156/unit	\$2,156/unit
Commercial/Industrial	\$15,009/acre of land as platted	\$15,009/acre of land as platted

Ninety Five Percent (95%) of Connections Fees are to be periodically remitted back to the City of Omaha on a periodic basis as defined by the WSA.

Section 3.2 – Sarpy County Outfall and City of La Vista Sewer Sheds

Fees collected in the Sarpy County Sewer Shed and/or City of La Vista Sewer Shed as defined by Exhibit “I” of the Wastewater Service Agreement (WSA) between the City of Omaha and the City of La Vista, current revision, shall be as follows:

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

\$5,500 per acre as collected within the Sarpy County Sewer Shed are periodically remitted back to Sarpy County.

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

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

A. **Changes in Use.** If the use of a lot changes subsequent to payment of the fee, which different use would require payment of a fee greater than that payable in respect to the use for which the fee was originally paid, the difference in fee shall be paid to the City at time of such change in use.

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

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

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

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

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

Section 6. Repeal of Ordinance No.1533. Ordinance No. 1533 as originally approved on January 21, 2025 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 20TH DAY OF MAY 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 20, 2025 AGENDA**

Subject:	Type:	Submitted By:
SARPY COUNTY AND CITIES WASTEWATER AGENCY – FY2025-2026 BUDGET	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared to approve the Sarpy County and Cities Wastewater Agency FY2025-2026 Budget.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

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

Pursuant to Section IX of the Agreement, the Agency Board is required to approve an itemized annual budget which shall be presented to and subject to approval of the individual governing body of each Member. The Agency Board has approved the proposed FY2025-2026 budget on April 23, 2025, attached as Exhibit A, along with a copy of the Agency Resolution Approving the Sarpy County and Cities Wastewater Agency FY2025-2026 Budget.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY PROPOSED FY2025-2026 BUDGET.

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

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

WHEREAS, pursuant to Section IX of the Agreement, the Agency Board approved the proposed FY2025-2026 Budget, which was approved by the Agency Board at the Agency's Board Meeting on April 23, 2025; and

WHEREAS, the City Council deems it appropriate and advisable to approve the proposed FY2025-2026 Budget which has been approved by the Agency Board.

NOW, THEREFORE, BE IT RESOLVED by the City Council of La Vista, Nebraska that the proposed FY2025-2026 Budget is hereby approved.

PASSED AND APPROVED THIS 20TH DAY OF MAY 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

**RESOLUTION APPROVING THE SARPY COUNTY AND CITIES WASTEWATER
AGENCY FY2025-2026 BUDGET**

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

WHEREAS, the Agency Board discussed the proposed FY2025-2026 Budget and after discussion the Agency Board deemed it advisable to approve the proposed FY2025-2026 Budget, attached hereto as **Exhibit A**, and pursuant to Section IX of the Formation Interlocal, the FY2025-2026 Budget shall be presented to the governing body of each Agency Member for review and approval.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD that the FY2025-2026 Budget is hereby approved and shall be presented to and subject to the approval of the individual governing body of each Agency Member; and

NOW, THEREFORE, IT FURTHER BE RESOLVED BY THE AGENCY BOARD that the Agency Board Chair is hereby authorized to execute, on behalf of the Agency Board, any and all documents associated with or in furtherance of the FY2025-2026 Budget.

The above Resolutions were approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 23rd day of April, 2025.

ATTEST:

Lisa A. Hain

Sarpy County and Cities Wastewater
Agency Secretary





Sarpy County and Cities Wastewater
Agency Board ~~Chair~~ Vice Chair

Exhibit A

FY2025-2026 Budget

[Attached]

SCCWWA FY 25-26 Budget

	24-25		25-26	
	Budget Totals		Proposed Budget Totals	
	Originals			
Income				
25000 CWSRF Planning Loan	\$ 10,000,000			-100.00%
25010 CWSRF Construction Loan	\$ 45,315,483	\$ 19,000,000		-58.07%
25020 WIFIA Construction Loan (WIFIA) or Grants	\$ 488,900	\$ 907,149		85.55%
26000 Member PILOT Contributions	\$ -			
28000 Bellevue Expanded Force Main Contribution	\$ 1,750,000			-100.00%
Flow Metering Reimbursement Agency Member	\$ -			
40001 CWSRF Planning Loan	\$ -			
40002 CWSRF Construction Loan	\$ -			
40003 Additional Construction Loan (WIFIA) or Grants	\$ -			
40005 Gemini Customer Contribution Funds Used	\$ -			
40006 Gemini Future ISS Replacement Reimbursement	\$ 39,600	\$ 66,800		68.69%
40100 Connection Fees	\$ 900,700	\$ 920,700		2.22%
40150 Springfield Omaha Sewer Charge Reimbursement	\$ 31,000	\$ 31,000		0.00%
40200 User Rate Charges	\$ 426,000	\$ 790,000		85.45%
40250 User Rate Charges - CWB (ISS)	\$ 132,675	\$ 138,489		4.38%
40300 Misc. Revenue				
40310 Federal Earmark	\$ 3,500,000	\$ -		-100.00%
40312 Federal Earmark	\$ 1,000,000	\$ -		-100.00%
40320 Sarpy County ARPA Funds	\$ 571,586	\$ -		-100.00%
40330 NEDNR LB814 Contract	\$ 1,580,000	\$ -		-100.00%
40400 Bellevue Expanded Force Main Payment	\$ 492,700			-100.00%
40450 Member PILOT Contributions				
45001 Interest Income	\$ 250,000	\$ 215,000		-14.00%
Billable Expense Income	\$ -			
Sales of Product Income	\$ -			
Total Income	\$ 66,478,643	\$ 22,069,138		-66.80%
Debt Service				
50000 Cost of Goods Sold				
55000 Planning Loan Principal Repayment	\$ 520,700	\$ 500,000		-3.98%
55010 Construction Loan Principal Repayment	\$ 1,000,000	\$ 1,000,000		0.00%
56000 PILOT Repaid				
56100 Sarpy Co PILOT Repaid				
56200 Bellevue PILOT Repaid				
56300 Gretna PILOT Repaid				
56400 La Vista PILOT Repaid				
56500 Papillion PILOT Repaid				
56600 Springfield PILOT Repaid				
Total Debt Service	\$ 1,520,700	\$ 1,500,000		-1.36%
Expense				
60000 Professional Services				
60001 Financial Advisor Fees	\$ 67,000	\$ 15,000		-77.61%
60005 Consulting Fees				
60005.01 Steven Jensen Consulting	\$ 5,000	\$ 15,000		200.00%
60005.02 Christine Myers Consulting	\$ -			
60005.40 Midwest ROW Consulting	\$ -	\$ 1,520,000		
Total Consulting Fees	\$ 5,000	\$ 1,535,000		30600.00%
60006 Engineering Design Fees				
60006.01 Misc. Engineering Design Fees	\$ 77,500	\$ 77,500		0.00%
60006.02 Phase 1A Engineering Design Fees	\$ -			
60006.03 Task Order 3 Engineering Design Fees	\$ -			
60006.04 ISS Engineering Design Fees	\$ -			
Phase 1B & 2 Engineering Design Fees		\$ 5,850,500.00		
CMAR Pre Construction Services Fees		\$ 300,000.00		
Total Engineering Design Fees	\$ 77,500	\$ 6,228,000		7936.13%
60007 Agency Loan Admin Fees	\$ -	\$ 70,000		
60010 Legal & Professional Services				
60020 Printing & Legal Notices	\$ 2,000	\$ 2,060		3.00%
60030 Insurance - Commercial Liability and Public Officials				
60040 Bookkeeping, Financial Statements & Payroll Fees	\$ 78,000	\$ 20,000		-74.36%
60050 Audit Fees	\$ 18,000	\$ 30,000		66.67%
60060 Legal Services	\$ 200,000	\$ 200,000		0.00%
60065 Legal Proceedings and Litigation	\$ 50,000	\$ 50,000		0.00%
60070 Other Professional Services	\$ 25,000	\$ 36,000		44.00%
60080 Rate Study Services	\$ 50,000	\$ 25,000		-50.00%
Total Legal & Professional Services	\$ 423,000	\$ 363,060		-14.17%

SCCWWA FY 25-26
Budget



60100 USSWS Project Costs
 60110 Right-of-Way, Easements, and Land Acquisitions
 60120 Springfield Creek Interceptor Sewer (SCI)
 60130 Industrial Sewer System (ISS)
 60140 Lift Stations (LS)
 60143 Force Main, Segments 1-4 (FM)
 60146 Zwiebel Creek Subbasin 3 Interceptor Sewer (ZC3)
 60147 Flow Metering Construction Costs
 60148 Odor Control Equipment
 60150 SCI Bid Phase Services
 60160 ISS Bid Phase Services
 60170 SCI Construction Phase Services
 60175 HDR LS, FM & ZC3 Phase 1A Construction Phase Services
 60180 ISS Construction Phase Services
 60185 LS, FM & ZC3 Phase 1A Construction Testing, Surveying
 60190 Springfield WTP Decommissioning
Total USSWS Project Costs
 62000 USSWS Operations & Maintenance
 62010 ISS/Basin Electrical O&M
 62020 ISS/Basin Grounds O&M
 62030 ISS Line O&M
 62040 ISS/Basin Manhole/Structure O&M
 62050 ISS/Basin Misc. O&M
 62060 ISS/Basin Permit Compliance
 62070 ISS/Basin Sampling & Testing
 62080 ISS/Basin Software
 62090 ISS/Basin Supply Power
 62100 ISS/Basin Wireless/Internet
 62310 USSWS Electrical O&M
 62320 USSWS Grounds O&M
 62330 USSWS Line O&M
 62340 USSWS Manhole/Structure O&M
 Bioxide Chemical Treatment
 62350 USSWS Misc. O&M
 62360 USSWS Permit Compliance
 62370 USSWS Sampling & Testing
 62380 USSWS SCADA System
 62390 USSWS Supply Power
 62400 USSWS Wireless/Internet
 62500 USSWS One-Call Locates
 62510 ISS One-Call Locates
 62540 Misc. Shipping
 62550 Contracted Services
 62660 Flow Metering Expense
 62700 Omaha Capital Connection Fees
 Omaha Treatment Costs
 62950 O&M Contingency Funds
 Property Insurance
Total USSWS Operations & Maintenance
 63000 Vehicles & O&M Equipment
 63001 Vehicles
 63003 Large Equipment (+\$5,000)
 63006 Small Equipment (-\$5,000)
 63008 Equipment / Tool Rental
 63010 Vehicle Fuel
 63020 Equipment Fuel
 63030 (NOT USED)
 63040 Vehicle Repairs & Maintenance
 63050 Equipment Repairs & Maintenance
 63060 (NOT USED 2)
 63070 Safety / PPE
 63080 (NOT USED 3)
 63090 Insurance - Commercial Automobile
 63950 Equipment Contingency Funds
Total Vehicles & O&M Equipment

24-25	25-26	
Budget Totals	Proposed Budget Totals	% Change
Originals		
\$ -	\$ 8,000,000	
\$ -	\$ 5,210,000	-100.00%
\$ -	\$ 11,500,000	-100.00%
\$ -	\$ 1,750,000	-100.00%
\$ -	\$ 287,500	\$ 20,000 -93.04%
\$ -	\$ 1,063,400	\$ 50,000 -95.30%
\$ -	\$ 331,300	\$ 50,000 -84.91%
\$ -	\$ 20,142,200	\$ 10,920,000 -45.79%
\$ 2,100	\$ 2,400	14.29%
\$ 8,800	\$ 2,500	-71.59%
\$ 1,100	\$ 1,200	9.09%
\$ 1,100	\$ 1,200	9.09%
\$ 1,000	\$ 1,100	10.00%
\$ 5,200	\$ 5,400	3.85%
\$ 10,400	\$ 10,800	3.85%
\$ 5,200	\$ 5,400	3.85%
\$ 5,200	\$ 5,400	3.85%
\$ 1,600	\$ 1,200	-25.00%
\$ 5,000	\$ 5,200	4.00%
\$ 2,600	\$ 9,500	265.38%
\$ 162,900	\$ 85,800	-47.33%
\$ 374,700	\$ 43,400	-88.42%
	\$ 233,700	
\$ 600	\$ 2,500	316.67%
\$ -		
\$ -		
\$ 7,300	\$ 7,600	4.11%
\$ 114,600	\$ 87,900	-23.30%
\$ 3,400	\$ 3,600	5.88%
\$ 2,600	\$ 2,700	3.85%
\$ 1,600	\$ 1,700	6.25%
\$ 600	\$ 700	16.67%
\$ 111,700	\$ 200,000	79.05%
\$ 10,400	\$ 80,000	669.23%
\$ 48,638	\$ 45,000	-7.48%
\$ 37,100	\$ 38,300	3.23%
\$ 311,159	\$ 118,350	-61.96%
\$ 1,236,597	\$ 1,002,550	-18.93%
\$ 18,500	\$ 19,055	3.00%
\$ 20,000	\$ 150,000	650.00%
\$ 23,000	\$ 25,000	8.70%
\$ 10,000	\$ 10,300	3.00%
\$ 10,000	\$ 10,300	3.00%
\$ 44,000	\$ 45,000	2.27%
\$ 5,000	\$ 5,150	3.00%
\$ 10,000	\$ 10,300	3.00%
\$ 2,000	\$ 2,060	3.00%
\$ 7,000	\$ 9,100	30.00%
\$ 10,000	\$ 10,300	3.00%
\$ 159,500	\$ 296,565	85.93%

**SCCWWA FY 25-26
Budget**



64000 Office Equipment & Supplies
 64005 Office Supplies
 64010 Office Tools, Equipment & Maintenance
 64020 Computers, Printers & Furniture
 64030 Software / SAS
 64035 SCIS IT Services
 64040 Insurance - Electronic Data Processing
 64050 Office Rental
 64060 Postage & Shipping
 64070 Office Wireless Internet
Total Office Equipment & Supplies
 65000 Personnel & Benefits
 65010 Salaries, Full Time
 65012 Phone Allowance
 65020 Payroll Taxes
 65030 Deferred Compensation
 65040 Health Insurance
 65045 Post-Employment Health Insurance Plan
 65050 Dental Insurance
 65060 Life Insurance
 65070 Disability Insurance
 65080 Unemployment / Benefit Payout
 65090 Workers Compensation Insurance
 65100 Uniform Allowance
 65110 Licenses / Certifications
 65120 Books / Periodicals
 65130 Organizational Dues
 65140 Professional Dev. / Conferences
 65150 Travel & Lodging
 65160 Recruitment & Onboarding
 65170 Personnel Contingency Funds
 65300 Reimb. to Agency Members for Secretary & Treasurer
 Additional Personnel 1
 Additional Personnel 2
Total Personnel & Benefits
 66000 Depreciation Expense
 70000 Ask My Accountant
 70002 Uncategorized Expense
 70005 Unapplied Cash Bill Payment Expense
Omaha Costs
 Omaha wholesale flow charge
 Bulk I monthly customer charge (annualized)
Total Expense
 Other Expense
 70003 Other Miscellaneous Expense
 70004 Reconciliation Discrepancies
 Total Other Expense
Total Net Income

24-25	25-26	
Budget Totals	Proposed Budget Totals	% Change
Originals		
\$ 3,000	\$ 5,000	66.67%
\$ 1,500	\$ 2,000	33.33%
\$ 3,000	\$ 6,000	
\$ 18,000	\$ 24,100	33.89%
\$ 10,000	\$ 10,300	3.00%
\$ 300	\$ -	-100.00%
\$ 9,000	\$ 12,700	41.11%
\$ 1,000	\$ 1,030	3.00%
	\$ 5,600	
\$ 45,800	\$ 66,730	45.70%
\$ 530,000	\$ 601,000	13.40%
\$ 3,600	\$ 3,600	0.00%
\$ 40,545	\$ 46,000	13.45%
\$ 35,000	\$ 36,050	3.00%
\$ 65,000	\$ 86,000	32.31%
\$ 3,200	\$ 3,200	0.00%
\$ 3,500	\$ 4,500	28.57%
\$ 500	\$ 600	20.00%
\$ 1,000	\$ 1,800	80.00%
\$ 1,100	\$ 1,133	3.00%
\$ 22,000	\$ 7,500	-65.91%
\$ 1,500	\$ 1,000	-33.33%
\$ 2,000	\$ 2,060	3.00%
\$ 500	\$ 660	32.00%
\$ 5,000	\$ 5,000	0.00%
\$ 2,500	\$ 2,500	0.00%
\$ 2,500	\$ 2,500	0.00%
\$ -		
\$ 10,000	\$ 10,300	3.00%
\$ -		
\$ 729,445	\$ 815,403	11.78%
\$ 175,600	\$ 180,868	3.00%
\$ 9,900	\$ 10,197	3.00%
\$ 23,071,542	\$ 21,503,373	-6.80%
\$ 41,886,401	\$ (934,235)	-102.23%

SCCWWA FY 2025/2026 Budget Adopted by Agency Board: [], 2025

SCCWWA FY 2025/2026 Budget Adopted by Sarpy County Governing Body: [], 2025 SCCWWA FY 2025/2026 Budget Adopted by Bellevue Governing Body: [], 2025 SCCWWA FY 2025/2026 Budget Adopted by Gretna Governing Body: [], 2025 SCCWWA FY 2025/2026 Budget Adopted by La Vista Governing Body: [], 2025 SCCWWA FY 2025/2026 Budget Adopted by Papillion Governing Body: [], 2025 SCCWWA FY 2025/2026 Budget Adopted by Springfield Governing Body: [], 2025

Approved by Agency Board
 Approved by Sarpy County
 Approved by City of Bellevue
 Approved by City of Papillion
 Approved by City of La Vista
 Approved by City of Gretna
 Approved by City of Springfield

April 23, 2025

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 20, 2025 AGENDA

Subject:	Type:	Submitted By:
AWARD CONTRACT EXTENSION – JANITORIAL SERVICES – MUNICIPAL FACILITIES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CODY MEYER BUILDING SUPERINTENDENT

SYNOPSIS

A resolution has been prepared to award a contract extension to RTG Building Services, Inc., Omaha, NE for janitorial services in an amount not to exceed \$87,970 for one (1) year, with two (2), one (1) year options.

FISCAL IMPACT

The FY25/FY26 Biennial Budget provides funding for janitorial services.

RECOMMENDATION

Approval.

BACKGROUND

We would like to extend our contract with RTG Building Services for one (1) year, with two (2), one (1) year options. The price is a slight increase from the last contract due to inflation along with addition of a 7th day cleaning of the Community Center and monthly cleaning of the 72nd street overpass. They have done a great job and any issues that have arisen have been addressed promptly.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT EXTENSION TO RTG BUILDING SERVICES, INC., OMAHA, NEBRASKA FOR JANITORIAL SERVICES IN AN AMOUNT NOT TO EXCEED \$87,970 ANNUALLY FOR A ONE YEAR TERM WITH TWO ADDITIONAL ONE YEAR OPTIONS.

WHEREAS, the City Council of the City of La Vista has determined that janitorial services for City facilities are necessary; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for janitorial services; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award a contract to RTG Building Services, Omaha Nebraska for janitorial services in an amount not to exceed \$87,970 annually for one year with two additional one year options in form and content approved by the City Administrator or her designee.

PASSED AND APPROVED THIS 20TH DAY OF MAY 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

Customer Contract

This Contract entered into this 21st day of May, 2025 by and between **RTG Building Services, Inc.**, a Nebraska Corporation, hereafter referred to as "RTG" and **City of La Vista** referred to as "Customer".

WITNESETH:

Whereas, RTG is engaged in the business of providing janitorial and other building maintenance services, and

Whereas, the Customer wishes to engage the services of RTG at the facilities:

• City Hall	8116 Park View Blvd.	5 days a week
• Community Center	8116 Park View Blvd.	7 days a week
• Police Department	7701 S. 96 th Street	7 days a week
• Annex/Community Development	8110 Park View Blvd.	5 days a week
• Public Works	9900 Portal Road	2 days a week
• Parks Facility	9810 Hupp Drive	2 days a week
• 72 nd Overpass	72 nd and James	1 day per month

Now, therefore, in consideration of the parties and of the mutual covenants herein contained, the parties hereto agree as follows:

1. **TERM:** The term of this contract will begin on the 21st day of May, 2025 or such other date specified by the City Administrator or her designee, and continue in effect for one (1) year, with two (2), one (1) year options, subject to earlier termination at any time by either party giving at least sixty (60) days advance written notice to the other party; provided, however, the Customer at its option shall have the right to immediately terminate this Agreement for good cause as determined by the City Administrator. For this purpose, "good cause" shall include without limitation: failure of RTG to perform any services under this Agreement to the satisfaction of the City Administrator or her designee; any breach of any terms or conditions of this Agreement; any alleged dishonesty, or criminal or other acts or omissions, affecting or having the potential to affect or harm the Customer, any employees, invitees, or visitors of Customer, the Customer's property, or any other rights or interests of any such persons; or any other acts or omissions by RTG or any person performing under this Agreement that the City Administrator in her discretion considers sufficient reason for terminating the services of RTG under this agreement.
2. **SERVICES:** RTG will provide janitorial services for the Customer in accordance with this Contract. RTG at its cost and expense will furnish all labor, equipment and supervision to perform such services. The monthly charge payable by Customer to RTG for such services pursuant to Section 3 below is based on the schedule described in Exhibit A (excluding legal holidays as specified in such exhibit) and the following:
 - (a) Consumable paper products, trash can liners and hand soap are to be provided by the customer.
 - (b) Additional services not covered in the contract and performed by the normal

janitorial scope will be at a negotiated rate per project.

3. **COMPENSATION:** For said services, Customer agrees to pay RTG \$7,330.89 per month. Customer is exempt from sales tax. A copy of the Customer's sales tax certificate will be provided to RTG upon request. The contract is subject to review annually. RTG bills on the first of the month for the prior month of service. Terms are net 30 days. ***If Customer modifies its invoicing or payment process after this contract is executed and it involves fees that RTG is responsible for, those fees will be passed through on our monthly invoice unless otherwise negotiated.*** RTG shall have the option of canceling this Contract upon written notice and failure of Customer within thirty days thereafter to cure any failure to pay any uncontested statement herein agreed.

Prices proposed shall not be subject to increase during the entire term of the contract, unless State or Federal mandates change the minimum wage, at which time the price of the contract can be adjusted accordingly.

4. **INDEPENDENT CONTRACTOR:** It is understood and agreed that the relationship of RTG to Customer shall be that of an independent contractor and that RTG shall have entire charge, control and supervision of said work and RTG, accordingly, shall have the sole right to hire and fire all employees working on Customer's premises for RTG. During the term of this agreement and for a period of 90 days following the expiration date of this agreement Customer will not, directly or indirectly, hire any person employed by RTG to perform like work.
5. **INSURANCE AND INDEMNITY:** Prior to commencing the work, RTG shall obtain and thereafter maintain during the course of the work Insurance with companies acceptable to the Customer for the coverage with minimal limits (unless a higher minimal limit is required by law) as follows:

Worker's Compensation and Employer's Liabilities Insurance: The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

Commercial General Liability Insurance: Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury, and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall be less than \$2,000,000.

Automobile Liability Insurance: Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired, or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident.

RTG shall furnish the Customer with certificate(s) of insurance evidencing the coverage required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting the insurance coverage shall give the Customer at least thirty (30) days written notice in the effect of cancellation of, or material change in, any of the coverage.

If the certificate(s) is shown to expire prior to completion of all terms of this Agreement, RTG shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the Customer.

RTG shall indemnify, defend and hold harmless the Customer against all loss, damage or expense (including reasonable attorneys' fees incurred by the Customer) arising out of the performance of the work, including injury or death to any person or persons resulting from the negligent acts or omission of RTG or RTG's employees, servants, agents or subcontractors. Willful or negligent acts or omissions of the Customer shall be excluded from this indemnity. The parties hereby release each other and their respective officers, employees, and agents from all claims for damage to the premises and to the fixtures, personal property, equipment and improvements of either Customer or RTG in or on the premises, including any and all structures or buildings of owner attached to the premises, notwithstanding that any such loss or damage may be due to or result from the negligence of either of the parties or their respective officers, employees or agents.

6. **COMPLIANCE WITH LAWS:** Customer agrees to keep the premises, which is the subject of this contract, in compliance with all applicable laws, rules, regulations, orders and ordinances of the City, County, State and Federal Governments, any departments thereof, insofar as the foregoing in any way affect the performance of this contract by RTG.
7. **APPLICABLE LAW:** This contract shall be governed by the laws of the State of Nebraska.
8. **BINDING EFFECT:** This contract shall inure to and bind all parties, their successors, assigns, agents or representatives. Neither this Contract, nor any rights or obligations under this Contract, shall be assigned by either party, except by written amendment to this Contract executed by both parties.
9. **ENTIRE AGREEMENT:** This contract contains the entire agreement between the parties. All prior negotiations between the parties are merged in this contract, and there are no understandings or agreements other than those incorporated or referred to herein. This contract may not be modified except by an instrument in writing signed by the parties.
10. **NON-WAIVER:** The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first written above.

RTG Building Service, Inc.

BY _____

Name: Ramiro Gaitan

Title: President

City of La Vista

BY _____

Name: Rita Ramirez

Title: Interim City

Administrator

EXHIBIT A

Schedule

The contractor shall cooperate with the City to minimize conflict and facilitate operations.

Cleaning in the Community Center will be done 7 days a week, between the hours of 10:00p.m. and 6:00 a.m.

Cleaning at the Police Department will be Monday through Friday, between 3:00p.m. and 6:00p.m. with limited services on Saturday & Sunday afternoons consisting of emptying trash, cleaning breakroom, cleaning restrooms and vacuuming.

Cleaning of City Hall, Annex, and Community Development will be Monday through Friday, between 5:00 p.m. to 6:00 a.m.

Cleaning Public Works and the Parks facility will be Tuesday and Friday between 5:00 p.m. to 6:00a.m.

Holidays

New Year's Day	January 1 ⁵
Martin Luther King, Jr. Day	Third Monday of January
Presidents' Day	Third Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	First Monday of September
Columbus Day	Second Monday of October
Thanksgiving	Fourth Thursday of November
Day after Thanksgiving	Friday after Thanksgiving
Christmas	December 25 th

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 20, 2025 AGENDA

Subject:	Type:	Submitted By:
NEPA PRE-SCOPING AGREEMENT – THOMPSON CREEK TRAIL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute a Pre-Scoping Agreement with Henningson, Durham and Richardson (HDR) for Pre-Scoping NEPA Services in an amount not to exceed \$10,740.93.

FISCAL IMPACT

The FY25/FY26 Biennial Budget provides funding for this project. The project funding is 80% from federal funds and 20% from local funds.

RECOMMENDATION

Approval.

BACKGROUND

The City of La Vista submitted the Thompson Creek Trail Project for federal aid through the MAPA Transportation Improvement Program and was successful in getting the project included.

The project consists of constructing 10 feet wide, 6-inch thick concrete hiking/biking trail along Thompson Creek from the end of the existing Keystone Trail at S.69th St. and James Ave. to the trail connection in Central Park at Edgewood Blvd.

This agreement allows HDR to begin pre-scoping potential environmental impacts as required by federal aid projects related to the National Environmental Protection Act (NEPA).

(La Vista CN 22977 Project TAP-77(76))

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A PRE-SCOPING AGREEMENT WITH HENNINSON, DURHAM AND RICHARDSON (HDR) FOR PRE-SCOPING NEPA SERVICES IN AN AMOUNT NOT TO EXCEED \$10,740.93.

WHEREAS, City of La Vista is developing a transportation project for which it intends 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 HDR Engineering, Inc. wish to enter into a Environmental Services Agreement to provide Environmental Services for the Federal-aid project.

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 Environmental Services Agreement between the City of La Vista and HDR Engineering, Inc.

NDOT Project Number: TAP-77(76)
NDOT Control Number: 22977
NDOT Project Name: Thompson Creek Trail, La Vista

PASSED AND APPROVED THIS 20TH DAY OF MAY 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

Task Order Agreement No.	BK2524
Master Agreement No.	BK2402
Effective (NTP) Date	
Task Order Amount	CPFF \$10,740.93

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT LPA PROJECTS

CITY OF LAVISTA
HDR ENGINEERING, INC.
PROJECT NO. TAP-77(76)
CONTROL NO. 22977
THOMPSON CREEK TRAIL, LAVISTA
ENVIRONMENTAL SERVICES

THIS AGREEMENT is between City of LaVista ("LPA") and HDR Engineering, Inc. ("Consultant"), and collectively referred to as the "Parties".

WHEREAS, Consultant entered into an On-Call Professional Services Master Agreement, No. BK2402 ("Master Agreement"), with the Nebraska Department of Transportation ("State") wherein Consultant agreed to provide Environmental Services for future Federal-aid transportation projects, when selected by LPA or State, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. TAP-77(76) and formally authorizes the signing of this Agreement by the Mayor, 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 Environmental Services ("Services") for the project Consultant has been selected, 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 to specify the duties and obligations for the Parties for the Services described herein, and

WHEREAS, solely for convenience, consistency and in an attempt to obtain federal funding for Consultant services, the Parties intend that this task order agreement ("Task Order") include some of the provisions of the Master Agreement between Consultant and State, 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 LPA 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	HDR Engineering, Inc.
Consultant/Vendor Number	6155
Address	1917 S 67 th Street, Omaha, NE 68106
Project Manager's Name	Meagan Schnoor
Project Manager's Phone	402-399-4983

1.2 State RC/PL

Name	Cassie Bruyette
Phone Number	402-479-4637

1.3 State Agreements Specialist

Name	Lucinda Dowding
Phone Number	402-479-3127

SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE OF THE SERVICES

- 2.1 State, on LPA's behalf, will issue Consultant a written Notice to Proceed upon full execution of this Task Order. 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 by State on LPA's behalf.
- 2.2 In the event that prior to the Effective Date of this Task Order, LPA, State on LPA's behalf, issue Consultant a Notice to Proceed and Consultant began work, State, on LPA's behalf, will pay 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 this Task Order.
- 2.3 Consultant shall complete all the Services required under this Task Order in a satisfactory manner by August 17, 2028. Costs incurred by Consultant after the completion date will not be eligible for reimbursement unless LPA, or State on LPA's behalf, has provided a written extension of time. Extensions of the time to complete the services must not be construed as an extension to the duration of this Task Order.
- 2.4 The completion date will not be extended because of any avoidable delay attributed to Consultant, but delays not attributable to Consultant, such as delays attributed to LPA or State, may, upon request, constitute a basis for an extension of time.

SECTION 3. DURATION OF THIS TASK ORDER (Matches Project Lifespan)

- 3.1 Effective Date -- This Task Order is effective when executed by the Parties.
- 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 this Task Order -- This Task Order duration is from the Effective Date to the Expiration Date. This 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.

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

- 3.4 *Identifying Date* – This Task Order may be identified by the date LPA signed this 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

- 4.1 LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. Consultant shall provide Environmental Services for project TAP-77(76), in LaVista, Nebraska. The Scope of Services ("Services") is outlined in Exhibit "A", attached and incorporated herein by this reference.
- 4.2 Exhibits "A" and "B" are the result of the following process:
 - 4.2.1 Consultant was provided with a document describing 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, as shown in Exhibit "A" and Exhibit "B", attached and incorporated herein by this reference.
- 4.3 LPA, or State on LPA's behalf, reserves the unconditional right to add to, subtract from, or alter the Scope of Services at any time and such action on its part will in no event be deemed a breach of this Agreement. The addition, subtraction, or alteration will become effective seven (7) days after mailing written notice of such addition, subtraction, or alteration.
- 4.4 Any change in the Services will follow the process specified in the *Out-of-Scope Services* section in Exhibit "C", attached and incorporated herein by this reference.
- 4.5 Upon receiving a written notice to proceed from LPA, or State on LPA's behalf, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.

SECTION 5. STAFFING PLAN (For PE Services, TO)

- 5.1 Consultant has provided LPA and State with a Staffing Plan or Staffing Plans, described in Exhibit "B", attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant, and when applicable subconsultants, who are anticipated to provide services under this Task Order. Consultant understands that LPA and State are relying on key personnel from the 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. Consultant and, when applicable subconsultants, may make occasional temporary changes to the key personnel. However, any permanent change to Consultant's or subconsultant's key personnel will require prior written approval from LPA, or State on LPA's behalf.
- 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.

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

Failure on the part of Consultant or subconsultant 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 set out on Exhibit "C" attached and incorporated herein by this reference.

SECTION 6. NEW EMPLOYEE WORK ELIGIBILITY STATUS (Task Order)

- 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 Nebraska 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", and incorporated herein by this reference.
- 7.2 The maximum payment amounts and general provisions concerning payment under this Task Order are set out on Exhibit "C".

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

SECTION 8. SUSPENSION OR TERMINATION (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 accordance with the schedule in attached Exhibit "A" or 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 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, responsiveness or quality that must be corrected by Consultant, LPA, or State on LPA's behalf, will give

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

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

For the convenience of the parties, for consistency for funding review, and in an effort to reduce the length of this Task Order, the 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 Master Agreement (BK2478) between State and Consultant, dated December 10, 2024, for On-call Environmental for LPA projects, with one recurring change:

The 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 shall have no obligations or duties under this Task Order.

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

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:
"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 services 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.

SECTION 12. SEVERABILITY

The invalidity or unenforceability of any such clause, provision, section, or part shall not affect the validity or enforceability of the balance of the Agreement, which shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable clause, provision, section or part.

SECTION 13. COMPLETENESS

This Agreement is the complete and exclusive statement of the arrangement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto.

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

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 7 day of May, 2025

HDR ENGINEERING, INC.
Ann Williams, P.E.

Ann S. Williams
Senior Vice President

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

SUBSCRIBED AND SWORN to before me this 7 day of May, 2025.



Theresa McKinley
Notary Public

EXECUTED by the City of LaVista this _____ day of _____, 20____.

CITY OF LAVISTA
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:

Date

EXHIBIT "A"

**Scope of Services
For
Scoping NEPA Services
Project Name: Thompson Creek Trail, La Vista
Project Number: TAP-77(76)
Control Number: 22977**

Description of Services

This scope of services (SOS) is for the completion of scoping activities, as detailed below, as they relate to ultimate and subsequent National Environmental Policy Act (NEPA) and permitting activities for the construction of an east/west pedestrian and bicycle connection (Thompson Creek Trail) from the existing Keystone Trailhead at S 69th Street to Central Park, La Vista.

NDOT to provide:

The City of La Vista and the Nebraska Department of Transportation (NDOT) will provide all available documentation or information needed to develop the SOS as requested by the Consultant.

- Instructions and guidance on the level of detail expected in preparing the "Local Public Agency (LPA) Project Programming Request, NDOT Form 530".
- A "Local Public Agency (LPA) Project Programming Request, NDOT Form 530".
- The approved Probable Class of NEPA Action, NDOT Form 53.
- A draft copy of the Scope of Services for NEPA (Word doc).
- A draft copy of the Scope of Services, Workbook for NEPA (Excel file).
- A copy of the PCM 0 document
 - A copy of Environmental Constraints/Risks Desktop Review Summary Table (PDF file)

The NEPA Consultant will work with the Preliminary Engineering (PE) Consultant to develop the "Purpose and Need", "Project Description", and "Project Details" for the Local Public Agency (LPA) project using the following guidance material.

- LPA Purpose and Need Statement Template
- LPA Project Details Template
- LPA Project Description Template
- LPA Project Details Definitions

The Purpose and Need for the project developed by the NEPA Consultant will be used to complete the Local Public Agency (LPA) Project Programming Request, NDOT Form 530. The NEPA Consultant will work with the PE Consultant in completing the NDOT Form 530.

Using the current version of the Scope of Services and Workbook for National Environmental Policy Act (NEPA) services the NEPA Consultant will develop a site-specific scope of services (SOS). The SOS will address the study and documentation needs detailed in the approved

Probable Class of NEPA Action NDOT Form 53. The goal of developing a project specific SOS is to address the items identified in the Probable Class of NEPA Action document is to ensure compliance with the National Environmental Policy Act.

Development of the SOS for NEPA services is a phased process starting with a PCM 0. The NEPA Consultant will work with the PE Consultant in preparing the PCM 0 form as well as the NDOT Form 530 for review and approval by NDOT, and a site visit will be conducted. After approval of the NDOT Form 530 and NDOT has received the project description, purpose and need as well as the project details, NDOT Staff will prepare the Probable Class of NEPA Action NDOT Form 53. The NEPA Consultant will develop the SOS and fee proposal based on the Probable Class of NEPA Action, NDOT Form 53 prepared and approved by NDOT.

Schedule:

Notice to Proceed (NTP) with developing scope of NEPA services.

PCM 0

Attend Site Visit.

Submit LPA, Project Programming Request Form 530 to NDOT for approval.

NDOT Approves Project Programming Request Form 530

PE Consultant prepares SOS and Workbook upon receipt of approved NDOT Form 530.

NEPA Consultant submits Project Description, Purpose & Need, and Project Details

NDOT Approves Probable Class of NEPA Action NDOT Form 53

NEPA Consultant prepares SOS and Workbook upon receipt of approved NDOT Form 53.

NTP with PE services

NTP with NEPA services

The NDOT Project Coordinator (PC)/Responsible Charge (RC) will schedule a site visit with the Design and National Environmental Policy Act (NEPA) Consultant along with a representative from the following to identify site conditions which may need to be addressed during the design and the NEPA phase of the project:

NDOT, LPA, Unit Head.
NDOT, LPA, PC/RC.
NDOT, LPA, Right of Way Coordinator.
NDOT, Bridge Division Representative.
NDOT, Environmental Coordinator
NDOT, Section 106 Cultural Resource Coordinator
NDOT District, Environmental Superteam Member
NDOT District, Design Superteam Member
LPA, Project Liaison (PL)
PE, Consultant
NEPA, Consultant
Representatives from known utilities, Public and Private.

Task:

Development of Scope of Services for NEPA

- Project Management (assumed 4 month schedule)
- Work with the PE consultant to develop the Project Description, Project Details, Purpose and Need, and NDOT Form 530.
- Develop the Scope of services and corresponding workbook for NEPA
- Work with the PE Consultant in developing a schedule of professional services from Notice to Proceed to PS&E turn in of the project
- Attend PCM 0 and prepare preliminary environmental constraints map.

Site Visit

Attend a site visit

Travel

Special instructions:

Initial tasks in the scope of services (Word document) which do not apply to this project are to be stricken through and later deleted after review and concurrence by the PC/RC the tasks do not apply. Task in the workbook (Excel file) that do not apply to this project will not show any hours and will later be hidden after the review and concurrence by the PC/RC are not applicable. Tasks are to be hidden rather than to be deleted as to not corrupt the Excel file.

SOS for NEPA Scoping Phase

Consultant Estimate of Hours

Project Name: Thompson Creek Trail, La Vista
 Project Number: TAP-77(76)
 Control Number: 22977
 Location (City, County): City of La Vista
 Firm Name: HDR
 Consultant Project Manager: Meagan Schnoor
 Phone/Email: 402-399-4983 / Meagan.Schnoor@hdriinc.com
 City Project Liaison: Jeff Calentine
 Phone/Email: 402-331-8927 / jcalentine@cityoflavista.org
 NDOR RC: Cassie Bruyette
 Phone/Email: 402-479-4637 Cassie.Bruyette@nebraska.gov
 Date: March 12, 2025

TASKS	PERSONNEL CLASSIFICATIONS**										Total
	PR	RLS	ENV	PM	SENG	ENG	SDES	ADM	SPC	SUR	
Development of Scope of Services for NEPA											
1 Project Management				26	34			4			64
2 Prepare Project Description					6			4			10
3 Prepare Project Details					6	4					
4 Prepare Purpose & Need					6	4					
5 Scope of services and corresponding workbook for NEPA						8					
6 Develop a schedule						4					
7 PCM D					8	4					
Site Visit											
1 Site visit				5	5						10
2 Travel			From Travel Calc. Tab		4	4					8
					1	1					2
Total Hours					31	39			4		74
Total Days (8 hrs)					3.9	4.9			0.5		9.3

CLASSIFICATIONS*:
 PR = Principal
 RLS = Registered Land Surveyor
 ENV = Environmental Scientist
 ADM = Administrative
 *For Project Manager, use one of the technical classifications

PM = Project Manager
 ENG = Engineer
 SDES = Senior Designer/Technician
 SENG = Senior Engineer

SPC = Survey Party Chief
 SUR = Surveyor I
 STRE = Structural Engineer

** For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace "User Defined 1" with the

Travel Calculations & Notes

Project Name:	Thompson Creek Trail, La Vista
Project Number:	TAP-77(76)
Control Number:	22977
Date:	11-Mar-25

<u>Starting Location:</u>	Omaha, NE	Omaha, NE		
<u>Ending Location:</u>	La Vista, NE	La Vista, NE		
<u>Roundtrip distance to/from (miles):</u>	12			
<u>Roundtrip travel time (minutes):</u>	30.00	30.00		
Travel Summary				
# of Roundtrips/Staff -->	PR		0	0.0
-->	RLS		0	0.0
-->	ENV	1	0	0.5
-->	PM	1	12	0.5
-->	SENG		0	0.0
-->	ENG		0	0.0
-->	SDES		0	0.0
-->	ADM		0	0.0
-->	SPC		0	0.0
-->	SUR		0	0.0
-->	STRE		0	0.0
		Total:	12	1.0

Notes & Assumptions

SOS for PE NEPA for BRO Labor Rates

Project Name: Thompson Creek Trail, La Vista
 Project Number: TAP-77(76)
 Control Number: 22977
 Location (City, County): City of La Vista
 Firm Name: HDR
 Consultant Project Manager: Meagan Schnoor
 Phone/Email: 402-399-4983 / Meagan.Schnoor@hdrinc.com
 County Project Liaison: Jeff Calentine
 Phone/Email: 402-331-8927 / jcalentine@cityoflavista.org
 NDOR RC: Cassie Bruyette
 Phone/Email: 402-479-4637 Cassie.Bruyette@nebraska.gov
 Date: 3/12/2025

Labor Costs:		Hours	Blended Rate	Amount
Code	Classification Title			
PR	Principal			
RLS	Registered Land Surveyor			
ENV	Environmental Scientist	31	\$49.98	\$1,549.38
PM	Project Manager	39	\$51.23	\$1,997.97
SENG	Senior Engineer			
ENG	Engineer			
SDES	Senior Designer/Technician			
ADM	Administrative	4	\$43.80	\$175.20
SPC	Survey Party Chief			
SUR	Surveyor I			
STRE	Structural Engineer			
TOTALS		74		\$3,722.55

Overhead Rate: 157.94% Fixed Fee: 11.60%

FCCM (if applicable) 0.45%

CLASSIFICATIONS:

PR = Principal	PM = Project Manager	SPC = Survey Party Chief
RLS = Registered Land Surveyor	ENG = Engineer	SUR = Surveyor I
ENV = Environmental Scientist	SDES = Senior Designer/Technician	STRE = Structural Engineer
ADM = Administrative	DES = Designer/Technician	

Blended Rates Worksheet

STAFFING PLAN			SALARY RATE	% ASSIGNED ²
EMPLOYEE NAME	CLASSIFICATION ¹			
Environmental Scientist	Carmen Modrcin	Environmental Scientist	\$49.98	100.00%
			Blended Rate:	\$49.98
Project Manager	Meagan Schnoor	Project Manager	\$51.23	100.00%
			Blended Rate:	\$51.23
Administrative	Ben Lynch	Controller	\$43.80	100.00%
			Blended Rate:	\$43.80

¹ Input actual employee classification as designated by firm.

² Total of "% Assigned" must equal 100% for each personnel classification category. If one person in classification, list them as 100% for "% Assigned".

SOS for PE NEPA for BRO

Direct Expenses

Project Name: Thompson Creek Trail, La Vista
Project Number: TAP-77(76)
Control Number: 22977
Location (City, County): City of La Vista
Firm Name: HDR
Consultant Project Manager: Meagan Schnoor
Phone/Email: 402-399-4983 / Meagan.Schnoor@hdrinc.com
County Project Liaison: Jeff Calentine
Phone/Email: 402-331-8927 / jcalentine@cityoflavista.org
NDOR RC: Cassie Bruyette
Phone/Email: 402-479-4637 Cassie.Bruyette@nebraska.gov
Date: 3/12/2025

Subconsultants:	Quantity	Unit Cost	Amount
			Subtotal
Printing and Reproduction:	Quantity	Unit Cost	Amount
			Subtotal
Mileage/Travel:	Quantity	Unit Cost	Amount
From Travel Calcs. Tab	12	\$0.700	\$8.40
			Subtotal
Lodging/Meals:	Quantity	Unit Cost	Amount
			Subtotal
Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
			Subtotal
TOTAL DIRECT EXPENSES			\$8.40

Per Diem Rates: <http://www.qsa.gov/portal/category/104711>
Mileage Rates: <http://www.qsa.gov/portal/category/104715>

2011 Standard Rates*	
Type	Rate
Black and White Copies	Actual reasonable cost
Color Copies	Actual reasonable cost
Miscellaneous Postage, Mailing, Deliveries Etc.	Actual reasonable cost
Equipment	Actual reasonable cost
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above
Automobile Rental	Actual reasonable cost
Air fare	Actual reasonable cost, giving the State all discounts
Statewide Omaha/Douglas County	
Breakfast	
Lunch	
Dinner	
Incidentals	
Totals	_____

* A full list of rates can be found at the following website: www.qsa.gov/perdiem

SOS for PE NEPA for BRO

Project Cost

Project Name:	Thompson Creek Trail, La Vista
Project Number:	TAP-77(76)
Control Number:	22977
Location (City, County):	City of La Vista
Firm Name:	HDR
Consultant Project Manager:	Meagan Schnoor
Phone/Email:	402-399-4983 / Meagan.Schnoor@hdrinc.com
LPA Responsible Charge:	Jeff Calentine
Phone/Email:	402-331-8927 / jcalentine@cityoflavista.org
NDOR Project Coordinator:	Cassie Bruyette
Phone/Email:	402-479-4637 Cassie.Bruyette@nebraska.gov
Date:	March 12, 2025

Direct Labor Costs:	Hours	Rate	Amount
Personnel Classification			
Principal			
Registered Land Surveyor			
Environmental Scientist	31	\$49.98	\$1,549.38
Project Manager	39	\$51.23	\$1,997.97
Senior Engineer			
Engineer			
Senior Designer/Technician			
Administrative	4	\$43.80	\$175.20
Survey Party Chief			
Surveyor I			
Structural Engineer			
TOTALS	74		\$3,722.55

Direct Expenses:	Amount
Subconsultants	
Printing and Reproduction Costs	
Mileage/Travel	\$8.40
Lodging/ Meals	
Other Miscellaneous Costs	
TOTALS	\$8.40

Total Project Costs:	Amount
Direct Labor Costs	\$3,722.55
Overhead @ 157.94%	\$5,879.40
Total Labor Costs	\$9,601.95
Fixed Fee @ 11.60%	\$1,113.83
Facility Capital Cost of Money (FCCM) @ 0.45% (direct labor cost x FCCM%)	\$16.75
Direct Expenses	\$8.40
PROJECT COST	\$10,740.93

SOS for PE NEPA for BRO Assumptions - Notes

Project Name:	Thompson Creek Trail, La Vista
Project Number:	TAP-77(76)
Control Number:	22977
Location (City, County):	City of La Vista
Firm Name:	HDR
Consultant Project Manager:	Meagan Schnoor
Phone/Email:	402-399-4983 / Meagan.Schnoor@hdrinc.com
County Project Liaison:	Jeff Calentine
Phone/Email:	402-331-8927 / jcalentine@cityoflavista.org
NDOR RC:	Cassie Bruyette
Phone/Email:	402-479-4637 Cassie.Bruyette@nebraska.gov
Date:	March 12, 2025

Assumptions and Notes

Construction of an east/west ped/bike connection (Thompson Creek Trail) from the existing Keystone trailhead at S 69th Street to Central Park, La Vista

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1. PAYMENT METHOD

Payments under this Agreement will be made based on a Cost-Plus-Fixed-Fee for Profit (CPFF) payment method. Consultant will be paid for acceptable actual services performed in accordance with Section 4. ALLOWABLE COSTS, plus a fixed fee for profit in accordance with Section 6. FIXED FEE FOR PROFIT.

2. MAXIMUM AGREEMENT AMOUNTS

The following are the maximum payment amounts established under this Agreement for each category of cost. Consultant shall not be paid for any cost that exceeds these amounts without prior written approval from LPA, or State on LPA's behalf. The "indirect costs and direct expenses" category may be adjusted to exceed the amount listed below; however, any adjustment will not increase the total agreement amount.

AMOUNT	CATEGORY
\$ 3,722.55	for actual direct labor costs
\$ 5,904.55	for indirect costs and direct expenses
<u>\$ 1,113.83</u>	for a fixed fee for profit
\$ 10,740.93	total agreement amount

3. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS

Over-run: Consultant shall require all subconsultants to notify Consultant any time it has been determined that a subconsultant's costs will exceed its fee estimate (over-run). Consultant must provide an acceptable justification for the over-run and obtain LPA, or State on LPA's behalf, prior written approval before incurring any cost over-run expenses. If approved by LPA, or State on LPA's behalf, a supplemental agreement will be prepared to either shift funds from Consultant to its subconsultant(s) or increase the contract maximum. Contract increases will be considered when additional scope of services are required.

Under-run: If the amount of any subconsultant's cost is less than its fee estimate (under-run), Consultant understands that the amount of the under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless LPA, or State on LPA's behalf, gives prior written approval and, if necessary, approval from Federal Highway Administration (FHWA). If Consultant wishes to shift the balance of subconsultant's fee to Consultant, justification must be provided to LPA and State. Shifting of funds may be approved by LPA, or State on LPA's behalf, with no increase to the fixed fee for profit unless additional scope of services is required by Consultant, and additional fee is necessary to complete the work under this Agreement.

4. ALLOWABLE COSTS

Allowable costs are direct labor costs, indirect costs, and direct non-labor costs as defined below which Consultant has incurred within 180 days before State has received Consultant's invoice. Costs that Consultant incurred to correct mistakes or errors attributable to Consultant's or Subconsultant's own actions are not allowable costs, even if those costs would not exceed the amounts listed in Section 2. MAXIMUM AGREEMENT AMOUNTS.

A. Direct Labor Costs are the costs Consultant pays its employees for the time they are working directly on the project and are calculated by multiplying the hourly rate of pay by the hours worked (in increments not less than one quarter hour).

1) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's regular hourly pay rate during regular (40) hours of work per pay week. If

EXHIBIT "C"
FEES AND PAYMENTS

overtime hours are worked on this project, State will only pay for employee's regular hourly pay rate. State will not pay the premium pay portion of the overtime hours.

For salaried employees, the hourly earnings rate shall be the employee's actual hourly rate as recorded in the Consultant's accounting books of record, multiplied by the hours worked.

The Staffing Plan must identify by name all employees of the Consultant who are reasonably expected to provide Services under this Agreement. Reference Staffing Plan Section of this Agreement regarding changes in personnel.

- 2) **Time Reports**: All hours charged to the project must be documented on time distribution records. The records must clearly indicate the daily number of hours each employee worked on any project or activities for the entire pay period. Time reports must provide the employee's name and position, dates of service, and a clear, identifying link to the projects, such as project description, project number, control number, and pertinent work phase. Consultant must establish an adequate system of internal controls to ensure that time charged to projects are accurate and have appropriate supervisory approval.

B. **Indirect Costs (Overhead and FCCM)** are the indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with Federal Acquisition Regulations 48 CFR 31 (Contract Cost Principles and Procedures). Indirect costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable Indirect Cost Rates (ICR); or if the ICR is unknown or unavailable, Consultant will be allowed to use the most recent provisional ICR approved by State. Changes in the ICR that occur during the project period will not be cause for a change in the total agreement amount established in Section 2. MAXIMUM AGREEMENT AMOUNTS.

C. **Direct Non-Labor Costs (Direct Expenses)** are all necessary, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices, unless otherwise specified below. Direct non-labor costs include, but are not limited to, the following:

Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA, or State on LPA's behalf; Special insurance premiums if required solely for this Agreement; Subconsultant costs; Such other allowable items as approved by LPA, or State on LPA's behalf.

- 1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If, for reasons of practicality, Consultant does treat a direct non-labor cost category in its entirety as an overhead cost, then such costs are not eligible to be additionally billed as a direct expense to this project.
- 2) Costs for subconsultants may not exceed the amounts shown on the attached Consultant's Fee Proposal for each subconsultant unless agreed upon in writing by the Consultant and LPA, or State on LPA's behalf. Consultant shall require subconsultant costs to have the same level of documentation as required of Consultant. Consultant must review subconsultants' invoices and progress reports to ensure they are accurate, include only allowable costs, and have proper documentation before sending to State.

EXHIBIT "C"
FEES AND PAYMENTS

- 3) The following direct non-labor costs (direct expenses) will be reimbursed at actual costs, not to exceed the rates as shown below.
 - (a) TRANSPORTATION – Automobile rentals, air fares, and taxi/shuttle transportation will be reimbursed at the actual, reasonable cost and, if discounts are applicable, the Consultant shall give LPA and State the benefit of all discounts. Itemized receipts must be submitted with invoices. A bank card receipt that displays only the total cost of the transportation expense is not sufficient documentation. Tips must be included in the total fare amount claimed on the travel log form. Tips for complimentary transportation are considered an incidental expense and cannot be claimed as a transportation-related expense.
 - (b) MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately-owned vehicle (POV), is limited to the lesser of:
 - (i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use; or
 - (ii) The prevailing standard rate as established by the IRS.
- NOTE: When Consultant is seeking only reimbursement for mileage, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following information: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense. State's Travel log form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- (c) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at <http://www.gsa.gov/portal/category/100120>. Consultant shall give LPA and State the benefit of all lodging discounts. Lodging receipts must be submitted with invoices.
- 4) Meal and incidental (M&I) expenses will be reimbursed on a per diem basis, not to exceed the rates as shown below. The incidental expenses portion of the per diem rate includes, but is not limited to, courtesy transportation related tips, such as hotel, park and ride, or airport shuttles; and fees and tips to porters, hotel employees, baggage carriers, and flight attendants. No receipts are required for M&I expenses.
 - (a) The State per diem rate for the destination of travel is 70% of the applicable Federal GSA per diem rate. The State per diem breakdown amounts for breakfast, lunch, dinner, and incidental expenses are 70% of the Federal GSA per diem breakdown amounts.
 - (b) The State per diem rate shall be reduced by the State meal breakdown amount(s) for any meal provided by others. Examples include:

- (i) Meals included in a conference or event fee
- (ii) Meals provided by lodging facility
- (iii) Meals purchased by 3rd Party
- (iv) Meals charged directly to and paid for by the State
- (c) **MULTI-DAY TRAVEL** – Travel that includes at least one overnight stay.
 - (i) M&I reimbursement on the first and last day of travel will be reduced to 75% of the State per diem rate.
 - (ii) Except for a meal provided by others (see paragraph 4)(b) above), all meals may be claimed on the first and last day of travel irrespective of the start and stop times for those days.
- (d) **SAME DAY TRAVEL** – Travel that does not include an overnight stay.
 - (i) Employee shall not claim reimbursement for a meal that was purchased within 20 miles of the city or town of the employee's residence or primary work location.
 - (ii) M&I reimbursement for same day travel will be reduced to 75% of the State per diem breakdown amounts.
 - (iii) The following criteria must be met for Consultant and its employees to be eligible for the M&I reimbursement on same day travel.
 - (1) Breakfast - Employee leaves for same day travel at or before 6:30 a.m. or 1-1/2 hours before the employee's shift begins, whichever is earlier, the breakfast rate may be claimed.
 - (2) Lunch – No reimbursement is allowed.
 - (3) Dinner/Supper – Employee returns from same day travel or work location at or after 7:00 p.m., or 2 hours after the employee's shift ends, whichever is later, the evening meal rate may be claimed.
 - (4) Incidental Expenses – No reimbursement is allowed unless the employee is also approved for breakfast or dinner meal expenses.
 - (5) The time limitations set forth above do not include the time taken for the meal.
 - (iv) EXCEPTION to same-day travel meal reimbursement for Construction Engineering (CE) Services Agreements – For CE Services Agreements, Consultant will not be eligible for reimbursement for meals related to same-day travel.
- 5) **EXTENDED STAY/LONG TERM TRAVEL**
No extended stay arrangements, such as apartments or weekly/monthly meal reimbursement rates, have been approved.

5. INELIGIBLE COSTS

State will not pay for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE Section of this Agreement, unless approved in writing by LPA, or State on LPA's behalf. **Per Section 4. ALLOWABLE COSTS, State will not pay for costs incurred, but not submitted to State within 180 days of the date incurred. Travel costs are deemed to have been incurred on the day the travel occurs. Subconsultant costs are deemed to have been incurred on the day the Subconsultant actually incurs the cost, not the day the subconsultant invoices the cost to the Consultant.**

6. FIXED FEE FOR PROFIT

- A. The fixed fee for profit amount payable to Consultant is identified in Section 2. MAXIMUM AGREEMENT AMOUNTS. For each invoicing period, the Consultant may invoice State a portion of the fixed fee for profit equal to the sum of the actual direct labor costs and overhead (Indirect Costs, excluding FCCM if applicable) for the period, multiplied by the profit rate of 11.60%. Upon completion of the services outlined in this Agreement, the Consultant may invoice State any remaining fixed fee for profit not previously invoiced. If all of the services under this Agreement are not completed for any reason, LPA, or State on LPA's behalf may decrease the amount of fixed fee for profit based on LPA's and State's determination of the actual percentage of services completed.
- B. Subconsultants fixed fee for profit (if applicable): Consultant must apply the above provisions regarding fixed fee for profit to all Subconsultant contracts that utilize the cost-plus-fixed-fee (CPFF) payment method. If all of the services allocated to Subconsultant(s) under this agreement are not completed for any reason, the fixed fee for profit paid to Subconsultant(s) must be reduced based on the LPA's and State's determination, or Consultant's determination with LPA's and State's concurrence, of the actual percentage of services completed by the Subconsultant.

7. INVOICES AND PROGRESS REPORTS

- A. Consultant shall promptly submit invoices to State based on Consultant's billing period but shall not submit more than one invoice per month. Invoices must include all allowable costs, and when applicable, the associated Fee for Profit, for services provided during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including subconsultant costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 180 days prior to State's receipt of the invoice. Accordingly, State retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.
- B. In the event Consultant has incurred otherwise allowable costs, and such costs would exceed the maximum direct labor costs or total agreement amount listed in Section 2. MAXIMUM AGREEMENT AMOUNTS, Consultant shall list such costs on the invoice, but they must be subtracted from the total invoice amount submitted to State for payment.
- C. Content of Invoice Package (Presented in this order)
 - 1) Consultant's Invoice:
 - (a) The first page of an invoice must identify the company's name and address, invoice number, invoice date, invoicing period (beginning and ending dates of services), and agreement or task order number.
 - (b) The invoice and, when applicable, accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the actual labor cost for each employee.
 - (c) Direct non-labor expenses:

EXHIBIT "C"
FEES AND PAYMENTS

- (i) Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed along with supporting receipts or invoices.
- (ii) Travel-related expenses must be summarized and submitted on NDOT Form 163 (see paragraph 7.C.4) below. Supporting receipts (excluding meal receipts) must be submitted with NDOT Form 163 when invoicing for these expenses.
- (iii) All supporting receipts must be kept as required in Section 18.

CONSULTANT COST RECORD RETENTION.

- (d) Time Records, as outlined in paragraph 4.A.2).
- (e) Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to submit and retain.

2) **Progress Report:** A Progress Report must accompany the invoice package documenting Consultant's work during the service period. If an invoice is not submitted monthly, then a Progress Report must be submitted at least quarterly via email to LPA and State's Project Coordinator. All Progress Reports must include, but are not limited to, the following:

- (a) A description of the Services completed for the service period to substantiate the invoiced amount.
- (b) A description of the Services anticipated for the next service period
- (c) A list of information Consultant needs from LPA, or State on LPA's behalf
- (d) Percent of Services completed to date

NOTE: LPA or State's Project Coordinator may request more specific information or detail be included in Progress Reports.

3) **Cost Breakdown Form:** Each invoice package must include a current and completed "Cost Breakdown Form" (NDOT Form 162). This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Utilizing the Cost Breakdown Form helps reduce errors in calculating previously billed amounts and limitations on eligible costs billed.

4) **Travel Log:** If an invoice contains any travel-related expenses, then a current and completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Upon pre-approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as the current NDOT Form 163. The Travel Log must document the employee's name, vehicle identification (if applicable), date/time of departure to the project, date/time of return to the headquarters town, locations traveled, and expenses for transportation, meals, and lodging.

5) **Mileage Log (when applicable):** When Consultant is seeking reimbursement for mileage only, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense.

D. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's OnBase Invoice Workflow System for review, approval, and payment. The user guide for the OnBase Invoice Workflow system, along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.

E. Notice of Public Record: Documents submitted to State and LPA, including invoices, supporting documentation, and other information are subject to disclosure by State and LPA pursuant to the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq. ACCORDINGLY, CONSULTANT SHALL REDACT OR NOT SUBMIT TO STATE AND LPA INFORMATION THAT IS CONFIDENTIAL, INCLUDING, BUT NOT LIMITED TO, FINANCIAL INFORMATION SUCH AS SOCIAL SECURITY NUMBERS, TAX ID NUMBERS, OR BANK ACCOUNT NUMBERS. Consultant understands that State and LPA do not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State or LPA for the disclosure of such information.

8. PAYMENTS

State, on LPA's behalf, will pay Consultant after receipt of Consultant's invoice and determination by LPA, or State on LPA's behalf, that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services, or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

9. PROMPT PAYMENT CLAUSE

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract for work, including all lower tier subcontracts. The "Prompt Payment Clause" will require progress payments to all subconsultants for all work completed, within twenty (20) calendar days after receipt of progress payments from the State for said work. If Consultant fails to carry out the requirements of the "Prompt Payment Clause" without just cause, it will be considered a material breach of this Agreement. In such situation, State may withhold any payment due to Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), terminate this Agreement, or any other such remedy as State deems appropriate. Consultant may withhold payment to a subcontractor only for just cause and must notify the State in writing of its intent to withhold payment before actually withholding payment. Consultant shall not withhold, delay, or postpone payment without first receiving written approval from the State.

10. SUSPENSION OF PAYMENTS

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed, or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until

all remedial action is completed by Consultant to the satisfaction of State, at Consultant's sole cost.

11. ANNUAL OVERHEAD ADJUSTMENT (TRUE-UP) INVOICES

- A. After State receives Consultant's latest Indirect Cost Rate (ICR) submittal and State establishes an approved ICR for Consultant, it is State's preference that Consultant submit a separate Overhead Adjustment Invoice that reconciles the indirect costs billed during the past fiscal year covered by the latest ICR submittal. If reconciling the indirect costs requires the Consultant to reimburse State for overpayment of indirect costs, Consultant may request reimbursement of additional allowable costs that have not been already reimbursed, provided that the costs were documented and subtracted out on previous invoices. In no circumstance may Consultant request reimbursement of any costs incurred that are not in accordance with Section 4. ALLOWABLE COSTS.
- B. When uploading this invoice to OnBase, append "(OH ADJ)" to the invoice number when populating the invoice number keyword in OnBase. More information regarding Overhead Adjustment Invoices is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- C. Consultant shall require Subconsultant(s) to submit Overhead Adjustment Invoices to Consultant consistent with this Section. Consultant must include such subconsultant overhead adjustment invoices when Consultant submits their own invoices to State.

12. FINAL INVOICE, FINAL OVERHEAD (TRUE-UP) INVOICE, AND PAYMENT

- A. Upon completion of the Services under this Agreement, Consultant shall submit their final invoice to include all labor, expenses, and, if applicable, may include the balance of Fee for Profit.
- B. Consultant, and, if applicable, its subconsultant(s), shall review the indirect costs billed to date to determine if the indirect cost rates (overhead and FCCM) used on prior invoices match the actual indirect cost rates applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on an Overhead Adjustment Invoice (**separate from final costs incurred invoice**). Refer to Section 11. OVERHEAD ADJUSTMENT INVOICE. If a particular year's actual overhead has not yet been computed or approved by State, the most recently approved yearly rate should be applied. Consultant shall submit any final Overhead Adjustment Invoice within 180 days of completion of the work under this Agreement, and if such invoice is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant. More information regarding Overhead Adjustment Invoices is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- C. After receipt of final invoice and Overhead Adjustment Invoice and determination by LPA, or State on LPA's behalf, that the final invoice and Progress Report adequately substantiate the Services provided and that the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant. Acceptance of the final payment by Consultant will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

13. AGREEMENT CLOSE-OUT

Upon submitting its final invoice and, if required, a final Overhead Adjustment invoice, the Consultant must complete and submit to LPA, or State on LPA's behalf, a Notification of Completion Form (NDOT Form 39). The form is generated and submitted electronically through State's OnBase Invoice Workflow System. Instructions for generating and submitting the NDOT Form 39 are available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Consultant shall submit NDOT 39 Form within 180 days of completion of the work under this Agreement, and if such Form is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant.

14. FEDERAL COST PRINCIPLES

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process, outlined Section 4.4.3.5 DISPUTE RESOLUTION of the LPA Manual, shall be used by the parties. For performance of Services as specified in this Agreement, State will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations 48 CFR 31 (Contract Cost Principles and Procedures).

15. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS

A. LPA, or State on LPA's behalf, may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA, or State on LPA's behalf, decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:

- 1) A description of the out-of-scope services,
- 2) An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,
- 3) An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on LPA's behalf, LPA or State must determine that the situation meets the following criteria:
 - (a) The out-of-scope services are not within the original Scope of Services and additional work effort is required; and
 - (b) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered; and
 - (c) It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

B. Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the State, on LPA's behalf, may issue a written notice to proceed prior to completing the supplemental agreement (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

- 1) The Consultant Work Order (CWO) – NDOT Form 250 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

16. TERMINATION COST ADJUSTMENT

If the Agreement is terminated prior to project completion, State and LPA will compare the percentage of work actually completed by Consultant to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on LPA's behalf, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

17. AUDIT AND FINAL COST ADJUSTMENT

Upon LPA's and State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

18. CONSULTANT COST RECORD RETENTION

Consultant, and all its subconsultants or subcontractors, shall maintain originals or copies of any document required to be completed in this Agreement, that substantiate any expense incurred, or changes any legal obligations for three (3) years from the date of final cost settlement by FHWA and project closeout by the State.

Documents include, but are not limited to: written approvals; time reports; detailed receipts; invoices; transportation costs; mileage; lodging costs; all NDOT forms including NDOT cost breakdown form and NDOT travel form; books; papers; electronic mail; letters; accounting records; supplemental agreements; work change orders; or other evidence pertaining to any cost incurred.

Such materials will be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and copies of any document(s) will be furnished when requested.

RESOLUTION
SIGNING OF ENVIRONMENTAL SERVICES AGREEMENT
BK2524

City of LaVista

Resolution No. _____

Whereas: City of LaVista is developing a transportation project for which it intends to obtain Federal funds; and

Whereas: City of LaVista 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 LaVista and HDR Engineering, Inc. wish to enter into an Environmental Services Agreement to provide Environmental Services for the Federal-aid project.

Be It Resolved: by the City Council of the City of LaVista that:

Douglas Kindig, Mayor of the City of LaVista, is hereby authorized to sign the attached Environmental Services Agreement between the City of LaVista and HDR Engineering, Inc.

NDOT Project Number: TAP-77(76)

NDOT Control Number: 22977

NDOT Project Description: Thompson Creek Trail, LaVista

Adopted this _____ day of _____, 20____ at _____ Nebraska.
(Month)

The City Council of the City of LaVista

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and filed as adopted

Attest:

Signature City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 20, 2025 AGENDA**

Subject:	Type:	Submitted By:
PE PRE-SCOPING AGREEMENT – THOMPSON CREEK TRAIL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute a Pre-Scoping Agreement with Henningson, Durham and Richardson (HDR) for Pre-Scoping Preliminary Engineering Services in an amount not to exceed \$40,165.65.

FISCAL IMPACT

The FY25/FY26 Biennial Budget provides funding for this project. The project funding is 80% from federal funds and 20% from local funds.

RECOMMENDATION

Approval.

BACKGROUND

The City of La Vista submitted the Thompson Creek Trail Project for federal aid through the MAPA Transportation Improvement Program and was successful in getting the project included.

The project consists of constructing 10 feet wide, 6-inch thick concrete hiking/biking trail along Thompson Creek from the end of the existing Keystone Trail at S.69th St. and James Ave. to the trail connection in Central Park at Edgewood Blvd.

This agreement allows HDR to begin pre-scoping various routing options that will provide the most cost effective and least impactful installation of this future trail.

(La Vista CN 22977 Project TAP-77(76))

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A PRE-SCOPING AGREEMENT WITH HENNINGSON, DURHAM AND RICHARDSON (HDR) FOR PRE-SCOPING PRELIMINARY ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED \$40,165.65.

WHEREAS, City of La Vista is developing a transportation project for which it intends 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 HDR Engineering, Inc. wish to enter into a Preliminary Engineering Services Agreement to provide Preliminary Engineering Services for the Federal-aid project.

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 Preliminary Engineering Services Agreement between the City of La Vista and HDR Engineering, Inc.

NDOT Project Number: TAP-77(76)
NDOT Control Number: 22977
NDOT Project Name: Thompson Creek Trail, La Vista

PASSED AND APPROVED THIS 20TH DAY OF MAY 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

Task Order Agreement No.	BK2523
Master Agreement No.	BK2475
Effective (NTP) Date	
Task Order Amount	CPFF \$40,165.65

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT LPA PROJECTS

CITY OF LAVISTA
HDR ENGINEERING, INC.
PROJECT NO. TAP-77(76)
CONTROL NO. 22977
THOMPSON CREEK TRAIL, LAVISTA
PRELIMINARY ENGINEERING SERVICES

THIS AGREEMENT is between City of LaVista ("LPA") and HDR Engineering, Inc. ("Consultant"), and collectively referred to as the "Parties".

WHEREAS, Consultant entered into an On-Call Professional Services Master Agreement, No. BK2475 ("Master Agreement"), with the Nebraska Department of Transportation ("State") wherein Consultant agreed to provide Preliminary Engineering Services for future Federal-aid transportation projects, when selected by LPA or State, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. TAP-77(76) and formally authorizes the signing of this Agreement by the Mayor, 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 Preliminary Engineering Services ("Services") for the project Consultant has been selected, 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 to specify the duties and obligations for the Parties for the Services described herein, and

WHEREAS, solely for convenience, consistency and in an attempt to obtain federal funding for Consultant services, the Parties intend that this task order agreement ("Task Order") include some of the provisions of the Master Agreement between Consultant and State, 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, Consultants 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 LPA 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	HDR Engineering, Inc.
Consultant/Vendor Number	6155
Address	1917 S 67 th Street, Omaha, NE 68106
Project Manager's Name	Kevin Moody
Project Manager's Phone	402-926-7120

1.2 State RC/PL

Name	Cassie Bruyette
Phone Number	402-479-4637

1.3 State Agreements Specialist

Name	Lucinda Dowding
Phone Number	402-479-3127

SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE OF THE SERVICES

- 2.1 State, on LPA's behalf, will issue Consultant a written Notice to Proceed upon full execution of this Task Order. 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 by State on LPA's behalf.
- 2.2 In the event that prior to the Effective Date of this Task Order, LPA, State on LPA's behalf, issue Consultant a Notice to Proceed and Consultant began work, State, on LPA's behalf, will pay 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 this Task Order.
- 2.3 Consultant shall complete all the Services required under this Task Order in a satisfactory manner by August 17, 2028. Costs incurred by Consultant after the completion date will not be eligible for reimbursement unless LPA, or State on LPA's behalf, has provided a written extension of time. Extensions of the time to complete the services must not be construed as an extension to the duration of this Task Order.
- 2.4 The completion date will not be extended because of any avoidable delay attributed to Consultant, but delays not attributable to Consultant, such as delays attributed to LPA or State, may, upon request, constitute a basis for an extension of time.

SECTION 3. DURATION OF THIS TASK ORDER (Matches Project Lifespan)

- 3.1 *Effective Date* -- This Task Order is effective when executed by the Parties.
- 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 this Task Order* -- This Task Order duration is from the Effective Date to the Expiration Date. This 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.

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

- 3.4 Identifying Date – This Task Order may be identified by the date LPA signed this 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

- 4.1 LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. Consultant shall provide Preliminary Engineering Services for project TAP-77(76), in LaVista, Nebraska. The Scope of Services ("Services") is outlined in Exhibit "A", attached and incorporated herein by this reference.
- 4.2 Exhibits "A" and "B" are the result of the following process:
 - 4.2.1 Consultant was provided with a document describing 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, as shown in Exhibit "A" and Exhibit "B", attached and incorporated herein by this reference.
- 4.3 LPA, or State on LPA's behalf, reserves the unconditional right to add to, subtract from, or alter the Scope of Services at any time and such action on its part will in no event be deemed a breach of this Agreement. The addition, subtraction, or alteration will become effective seven (7) days after mailing written notice of such addition, subtraction, or alteration.
- 4.4 Any change in the Services will follow the process specified in the *Out-of-Scope Services* section in Exhibit "C", attached and incorporated herein by this reference.
- 4.5 Upon receiving a written notice to proceed from LPA, or State on LPA's behalf, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.

SECTION 5. STAFFING PLAN (For PE Services, TO)

- 5.1 Consultant has provided LPA and State with a Staffing Plan or Staffing Plans, described in Exhibit "B", attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant, and when applicable subconsultants, who are anticipated to provide services under this Task Order. Consultant understands that LPA and State are relying on key personnel from the 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. Consultant and, when applicable subconsultants, may make occasional temporary changes to the key personnel. However, any permanent change to Consultant's or subconsultant's key personnel will require prior written approval from LPA, or State on LPA's behalf.
- 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.

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

Failure on the part of Consultant or subconsultant 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 set out on Exhibit "C" attached and incorporated herein by this reference.

SECTION 6. NEW EMPLOYEE WORK ELIGIBILITY STATUS (Task Order)

- 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 Nebraska 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", and incorporated herein by this reference.
- 7.2 The maximum payment amounts and general provisions concerning payment under this Task Order are set out on Exhibit "C".

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

SECTION 8. SUSPENSION OR TERMINATION (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 accordance with the schedule in attached Exhibit "A" or 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 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, responsiveness or quality that must be corrected by Consultant, LPA, or State on LPA's behalf, will give

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

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

For the convenience of the parties, for consistency for funding review, and in an effort to reduce the length of this Task Order, the 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 Master Agreement (BK2478) between State and Consultant, dated December 10, 2024, for On-call Preliminary Engineering for LPA projects, with one recurring change:

The 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 shall have no obligations or duties under this Task Order.

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

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:
"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 services 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.

SECTION 12. SEVERABILITY

The invalidity or unenforceability of any such clause, provision, section, or part shall not affect the validity or enforceability of the balance of the Agreement, which shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable clause, provision, section or part.

SECTION 13. COMPLETENESS

This Agreement is the complete and exclusive statement of the arrangement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto.

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

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.

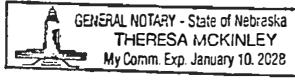
EXECUTED by Consultant this 7 day of May, 2025

HDR ENGINEERING, INC.
Ann Williams, P.E.

Ann S. Williams
Senior Vice President

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

SUBSCRIBED AND SWORN to before me this 7 day of May, 2025.



Theresa McKinley
Notary Public

EXECUTED by the City of LaVista this _____ day of _____, 20 ____.

CITY OF LAVISTA
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:

Date

EXHIBIT "A"

**Scope of Services
For
Scoping Preliminary Engineering Services
Project Name Thompson Creek Trail, La Vista
Project No. TAP-77(76)
CN: 22977**

Description of Services

This scope of services is for updating the Local Public Agency (LPA) Project Programming Request, NDOT Form 530, Project Coordination Meeting (PCM) 0, perform an alternatives analysis, and developing a scope of services for Preliminary Engineering (PE) services. Thompson Creek Trail project is being designed to establish an east / west pedestrian and bicycle connection from the existing Keystone trail head at S 69th Street to Central Park at Edgewood Blvd, approximately 0.9 miles in total length.

TASKS AND TASK ASSIGNMENTS

Jeff Calentine is a Responsible Charge (RC) with the City of LaVista and will manage the project.

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

1. Project Management and Quality Control
2. Develop Alternatives Evaluation Matrix
3. Development of Alternatives
4. Update NDOT Form 530
5. Site Visit, Travel and Project Coordination Meetings
6. Review Project Corridor
7. Preparing a SOS and corresponding fee workbook for PE services (including the anticipated tasks below).

It is anticipated the project will require the following major tasks to be completed during the Design Phase and will be addressed in a supplemental agreement:

1. Topographic Survey
2. Preliminary and Final Design (including Right-of-Way Design)
3. Hydrology and Hydraulic Design
4. Structural Design
5. Signal Design
6. Erosion Control Plans
7. Notice of Intent, National Pollutant Discharge Elimination System (NPDES) permit and the Storm water Pollution Prevention Plan (SWPPP).
8. PS&E Submittals
9. Geotechnical Studies
10. Utility Coordination

APPLICABLE PUBLICATIONS

Overview: The PE Consultant shall follow the criteria of the current applicable publications, as of the effective date of this agreement. These publications and others which the PE Consultant shall use in this work are listed below.

1. LPA Guidelines Manual for Federal-Aid Projects. NDOT April 2009 (or latest revision)
2. A Policy on Geometric Design of Highways and Streets 2018 (AASHTO)
3. Guide for the Development of Bicycle Facilities, 2024 Edition
4. Federal Emergency Management Agency (F.E.M.A.) National Flood Insurance, Flood Boundary and Floodway Map, and Flood Insurance Study (FIS)
5. Manual on Uniform Traffic Control Devices (FHWA), 2023 Edition
6. MUTCD - Nebraska 2011 Supplement to the MUTCD
7. Nebraska Minimum Design Standards – Counties, Municipalities, State - 2016 (or most current) (Nebraska Administrative Code Title 428; Rules and Regulations of the Board of Public Roads Classifications and Standards
8. Roadside Design Guide, 2011 (AASHTO)
9. Standard Specifications for Highway Construction 2017 (or latest edition) (NDOT)
10. NDOT Hydraulic Analysis Guidelines for Consultant
11. NDOT Roadway Design Manual & Drainage Design and Erosion Control Manual
12. Bridge Office Policies and Procedures Manual
13. Uniform Relocation Assistance and Real Property Acquisition Act (the Uniform Act)
14. The NDOT Right-of-Way Manual.
15. Evidencing Nebraska Land Titles (Nebraska Land Title Association)
16. So you Want Access to the Highway (March 2008)
17. NDOT Public Involvement Procedure
18. Public Right-of-Way Accessibility Guidelines (PROWAG), 2024
19. City of LaVista CADD Standards

NDOT to provide:

The LPA and the Nebraska Department of Transportation (NDOT) will provide all available documentation or information needed to develop the SOS for PE services as requested by the Consultant.

- Instructions and guidance on the level of detail expected in preparing the "Local Public Agency (LPA) Project Programming Request, NDOT Form 530".
- A copy of the "The Local Public Agency (LPA) Project Programming Request, NDOT Form 530".
- A copy of the "Principal Controlling Design Criteria, NDOT Form 76"
- A draft copy of the Scope of Services for PE (Word doc).
- A draft copy of the Scope of Services, Workbook for PE (Excel file).
- A copy of the Project Coordination Meeting 0 Document.

Tasks for Development of Scope of Services for PE:

1. Project Management: The PE Consultant project manager will coordinate the work needed to complete the tasks in this scope of services, including staffing, scheduling, invoicing and reporting, record keeping, and coordinating with NDOT, the City, and

NEPA Consultant. It is assumed this effort will take 4 months to complete from Notice to Proceed.

2. Develop Alternatives Evaluation Matrix: The PE Consultant will develop a list of evaluation criteria for review by the City in a meeting. The parties will collaboratively select up to four (4) criteria to be used in the evaluation and could include items such as constructability, ROW impacts, desktop environmental impacts, and preliminary opinion of cost. The preferred alternative will then be advanced to the design phase.
3. Development of Alternatives: Up to four(4) alternatives will be developed for the location and alignment of the proposed trail. The alternatives will be developed using LIDAR contours and ROW lines from the Sarpy County GIS system and will be in Sarpy County Low distortion coordinate system. The NEPA Consultant will review each of the alternatives and provide input on any potential substantial NEPA related items of note. Each of the developed alternatives will be presented to the City as a scroll plot only and accompanied with a high level cost estimate. After reviewing with the City a preferred alternative will be selected to move forward into final design.
 - a. **Draft Alternatives Report:** The PE Consultant will document information, analyses, and coordination as part of a draft alternatives report. The report will be submitted to the City of LaVista to review prior to sharing any information with the public or stakeholders.
 - b. **Final Alternatives Report:** Following a review by the City Project Manager comments will be addressed and incorporated into a final Alternatives Analysis Report. This report will identify the preferred alternative that will be advanced to preliminary design.
4. Update NDOT Form 530: The PE Consultant will update the NDOT Form 530 during coordination with NDOT, the City and NEPA Consultant
5. Site Visit, Travel and Meetings: The PE Consultant will attend a site visit as part of the Red Flag Meeting, the Project Coordination Meeting (PCM) 0 [zero], one alternative evaluation meeting and one final design scoping meeting. It is assume the meetings will be in person with a virtual option.
6. Meeting participants may include:
 - NDOT, LAD, Unit Head
 - NDOT, LAD, Project Coordinator / Responsible Charge (RC)
 - NDOT, LAD, Right of Way Coordinator
 - NDOT, Bridge Division Representative
 - NDOT, Environmental Coordinator
 - NDOT, Section 106 Cultural Resource Coordinator
 - NDOT District, Environmental Superteam Member
 - NDOT District, Design Superteam Member
 - LPA, Project Liaison (PL) / RC
 - PE Consultant (up to two (2) staff)
 - NEPA Consultant
 - Representatives from known utilities, Public and Private.PCM 0 would include review of the draft alternatives analysis.

7. Review Project Corridor: PE Consultant will review existing conditions, project issues, previous studies, reports and/or memos associated with the project.
8. Develop Scope of Services for PE, Workbook for PE and Project Schedule: Using the current version of the SOS and Workbook for PE Services, the PE Consultant will develop a site-specific SOS and fee estimate. The PE Consultant will develop a schedule of professional services from Notice to Proceed to PS&E submittal.

Schedule:

Notice to Proceed (NTP) with developing scope of Alternative analysis.

Attend PCM 0

Attend Site Visit.

Submit LPA, Project Programming Request Form 530 and Principal Controlling Design Criteria
NDOT Approves Project Programming Request Form 530

PE Consultant prepares SOS and Workbook upon receipt of approved NDOT Form 530.

NTP with PE services.

Special instructions:

Initially task in the scope of services (Word document) that do not apply to this project are to be stricken through and later deleted after review and approval by the PC. Task in the workbook (Excel file) that do not apply to this project will not show any hours and will later be hidden after the review and approval by the PC. Tasks are to be hidden rather than to be deleted as to not corrupt the Excel file.

Fee for PE for Scoping

Consultant Estimate of Hours

Project Name: Thompson Creek Trail
 Project Number: TAP-777(76)
 Control Number: 22977
 Location (City, County): La Vista, Sarpy
 Firm Name: HDR
 Consultant Project Manager: Kevin Moody
 Phone/Email: 402-926-7120 / Kevin.Moody@hdmvc.com
 County Project Liaison: Jeff Calentine
 Phone/Email: 402-331-8927 / Jcalentine@cityofLaVista.org
 NDOT RC: Cassie Bruyette
 Phone/Email: 402-479-4637 / cassie.bruyette@nebraska.gov
 Date: April 24, 2025

TASKS	PERSONNEL CLASSIFICATIONS**									Total
	PR	RLS	ENV	PM	SENG	ENG	SDES	ADM	SPC	
Development of Scope of Services for PE				75	4	74	86	4		253
1 Project Management and Quality Control				16	4		4			24
2 Develop Alternatives Evaluation Matrix				4	8					12
3 Development of Alternatives				24	40	80				144
4 Update NDOT Form 530				1	2					3
5 Prelim Coordination Meetings				12	12					24
6 Review Project Corridor				2	4	16				22
7 Preparing SOS and fee workbook for PE services				16	8					24
Site Visit				8	8					16
1 Site visit				4	4					8
2 Travel			From Travel Calcs Tab	4	4					8
Total Hours				83	4	82	86	4		269
Total Days (8 hrs)				10.4	0.5	10.3	12.0	0.5		33.6

CLASSIFICATIONS*:

PR = Principal

RLS = Registered Land Surveyor

ENV = Environmental Scientist

ADM = Administrative

* For Project Manager, use one of the technical classifications

PM = Project Manager

ENG = Engineer

SDES = Senior Designer/Technician

SENG = Senior Engineer

SPC = Survey Party Chief

SUR = Surveyor I

STRE = Structural Engineer

** For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD 1" with its abbreviation (ex. GRA) and replace "User Defined 1" with the

Travel Calculations & Notes

Project Name: Thompson Creek Trail, La Vista
 Project Number: TAP-77(76)
 Control Number: 22977
 Date: 3/11/2025

Starting Location:	Omaha, NE	Omaha, NE		
Ending Location:	La Vista, NE	La Vista, NE		
Roundtrip distance to/from (miles):	12			
Roundtrip travel time (minutes):	30.00	30.00		
# of Roundtrips/Staff -->				
--> PR			0	0.0
--> RLS			0	0.0
--> ENV			0	0.0
--> PM	4		48	2.0
--> SENG			0	0.0
--> ENG		4	0	2.0
--> SDES			0	0.0
--> ADM			0	0.0
--> SPC			0	0.0
--> SUR			0	0.0
--> STRE			0	0.0
			Total:	48
				4.0

Notes & Assumptions

SOS for PE for Scoping Labor Rates

Project Name: Thompson Creek Trail
 Project Number: TAP-77(76)
 Control Number: 22977
 Location (City, County): La Vista, Sarpy
 Firm Name: HDR
 Consultant Project Manager: Kevin Moody
 Phone/Email: 402-926-7120 / Kevin.Moody@hdrinc.com
 County Project Liaison: Jeff Calentine
 Phone/Email: 402-331-8927 / Jcalentine@cityofLaVista.org
 NDOT RC: Cassie Bruyette
 Phone/Email: 402-479-4637 / cassie.bruyette@nebraska.gov
 Date: 4/24/2025

Labor Costs:		Hours	Blended Rate	Amount
Code	Classification Title			
PR	Principal			
RLS	Registered Land Surveyor			
ENV	Environmental Scientist			
PM	Project Manager	83	\$80.78	\$6,704.74
SENG	Senior Engineer	4	\$68.38	\$273.52
ENG	Engineer	82	\$41.41	\$3,395.62
SDES	Senior Designer/Technician	96	\$34.24	\$3,287.04
ADM	Administrative	4	\$56.88	\$227.52
SPC	Survey Party Chief			
SUR	Surveyor I			
STRE	Structural Engineer			
TOTALS		273		\$13,888.44

Overhead Rate: 157.94% Fixed Fee: 11.80%
 FCCM (if applicable) 0.4525%

CLASSIFICATIONS:

PR = Principal	PM = Project Manager	SPC = Survey Party Chief
RLS = Registered Land Surveyor	ENG = Engineer	SUR = Surveyor I
ENV = Environmental Scientist	SDES = Senior Designer/Technician	STRE = Structural Engineer
ADM = Administrative	DES = Designer/Technician	

Blended Rates Worksheet

STAFFING PLAN			
EMPLOYEE NAME	CLASSIFICATION ¹	SALARY RATE	% ASSIGNED ²
Principal			
			Blended Rate:
Registered Land Surveyor			
			Blended Rate:
Environmental Scientist			
			Blended Rate:
Project Manager	Kevin Moody	\$80.78	100.00%
			Blended Rate: \$80.78
Senior Engineer	Donny Cerwick	\$68.38	100.00%
			Blended Rate: \$68.38
Engineer	Devin Brewer	\$41.41	100.00%
			Blended Rate: \$41.41
Senior Designer/Technician	Jesse McKelvy	\$34.24	100.00%
			Exhibit "B"

Administrative	Theresa McKinley	Blended Rate: \$34.24
		\$56.88 100.00%
		Blended Rate: \$56.88
Survey Party Chief		
		Blended Rate:
Surveyor I		
		Blended Rate:
Structural Engineer		
		Blended Rate:

¹ Input actual employee classification as designated by firm.

² Total of "% Assigned" must equal 100% for each personnel classification category. If one person in classification, list them as 100% for "% Assigned".

SOS for PE for Scoping

Direct Expenses

Project Name: Thompson Creek Trail
 Project Number: TAP-77(76)
 Control Number: 22977
 Location (City, County): La Vista, Sarpy
 Firm Name: HDR
 Consultant Project Manager: Kevin Moody
 Phone/Email: 402-926-7120 / Kevin.Moody@hdrinc.com
 County Project Liaison: Jeff Calenline
 Phone/Email: 402-331-8927 / Jcalentine@cityofLaVista.org
 NDOT RC: Cassie Bruyette
 Phone/Email: 402-479-4637 / cassie.bruyette@nebraska.gov
 Date: 4/24/2025

Subconsultants:	Quantity	Unit Cost	Amount
			Subtotal

Printing and Reproduction:	Quantity	Unit Cost	Amount
8.5 x 11 Black and White	50	\$0.12	\$6.00
11x17 Black and White	25	\$0.20	\$5.00
11x17 Colore	15	\$0.50	\$7.50
			Subtotal
			\$18.50

Mileage/Travel:	Quantity	Unit Cost	Amount
From Travel Calcs. Tab	48	\$0.700	\$33.60
			Subtotal
			\$33.60

Lodging/Meals:	Quantity	Unit Cost	Amount
			Subtotal

Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
Misc. Survey costs			
			Subtotal
TOTAL DIRECT EXPENSES			\$52.10

Per Diem Rates: <http://www.gsa.gov/portal/category/104711>
 Mileage Rates: <http://www.gsa.gov/portal/category/104715>

2011 Standard Rates*	
Type	Rate
Black and White Copies	Actual reasonable cost
Color Copies	Actual reasonable cost
Miscellaneous Postage, Mailing, Deliveries Etc.	Actual reasonable cost
Equipment	Actual reasonable cost
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above
Automobile Rental	Actual reasonable cost
Air fare	Actual reasonable cost, giving the State all discounts
Statewide Omaha/Douglas County	
Breakfast	
Lunch	
Dinner	
Incidentals	
Totals	

* A full list of rates can be found at the following website: www.gsa.gov/perdiem

SOS for PE for Scoping

Project Cost

Project Name: Thompson Creek Trail
 Project Number: TAP-77(76)
 Control Number: 22977
 Location (City, County): La Vista, Sarpy
 Firm Name: HDR
 Consultant Project Manager: Kevin Moody
 Phone/Email: 402-926-7120 / Kevin.Moody@hdrinc.com
 LPA Responsible Charge: Jeff Calentine
 Phone/Email: 402-331-8927 / Jcalentine@cityofLaVista.org
 NDOT Project Coordinator: Cassie Bruyette
 Phone/Email: 402-479-4637 / cassie.bruyette@nebraska.gov
 Date: April 24, 2025

Direct Labor Costs:	Hours	Rate	Amount
Personnel Classification			
Principal			
Registered Land Surveyor			
Environmental Scientist			
Project Manager	83	\$80.78	\$6,704.74
Senior Engineer	4	\$68.38	\$273.52
Engineer	82	\$41.41	\$3,395.62
Senior Designer/Technician	96	\$34.24	\$3,287.04
Administrative	4	\$56.88	\$227.52
Survey Party Chief			
Surveyor I			
Structural Engineer			
TOTALS	269		\$13,888.44

Direct Expenses:	Amount
Subconsultants	
Printing and Reproduction Costs	\$18.50
Mileage/Travel	\$33.60
Lodging/Meals	
Other Miscellaneous Costs	
TOTALS	\$52.10

Total Project Costs:	Amount
Direct Labor Costs	\$13,888.44
Overhead @ 157.94%	\$21,935.40
Total Labor Costs	\$35,823.84
Fixed Fee @ 11.80%	\$4,227.21
Facility Capital Cost of Money (FCCM) @ 0.45% (direct labor cost x FCCM%)	\$62.50
Direct Expenses	\$52.10
PROJECT COST	\$40,165.65

SOS for PE for Scoping Assumptions - Notes

Project Name: Thompson Creek Trail
Project Number: TAP-77(76)
Control Number: 22977
Location (City, County): La Vista, Sarpy
Firm Name: HDR
Consultant Project Manager: Kevin Moody
Phone/Email: 402-926-7120 / Kevin.Moody@hdrinc.com
County Project Liaison: Jeff Calentine
Phone/Email: 402-331-8927 / Jcalentine@cityofLaVista.org
NDOT RC: Cassie Bruyette
Phone/Email: 402-479-4637 / cassie.bruyette@nebraska.gov
Date: April 24, 2025

Assumptions and Notes

1. PAYMENT METHOD

Payments under this Agreement will be made based on a Cost-Plus-Fixed-Fee for Profit (CPFF) payment method. Consultant will be paid for acceptable actual services performed in accordance with Section 4. ALLOWABLE COSTS, plus a fixed fee for profit in accordance with Section 6. FIXED FEE FOR PROFIT.

2. MAXIMUM AGREEMENT AMOUNTS

The following are the maximum payment amounts established under this Agreement for each category of cost. Consultant shall not be paid for any cost that exceeds these amounts without prior written approval from LPA, or State on LPA's behalf. The "indirect costs and direct expenses" category may be adjusted to exceed the amount listed below; however, any adjustment will not increase the total agreement amount.

AMOUNT	CATEGORY
\$ 13,888.44	for actual direct labor costs
\$ 22,050.00	for indirect costs and direct expenses
\$ 4,227.21	for a fixed fee for profit
\$ 40,165.65	total agreement amount

3. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS

Over-run: Consultant shall require all subconsultants to notify Consultant any time it has been determined that a subconsultant's costs will exceed its fee estimate (over-run). Consultant must provide an acceptable justification for the over-run and obtain LPA, or State on LPA's behalf, prior written approval before incurring any cost over-run expenses. If approved by LPA, or State on LPA's behalf, a supplemental agreement will be prepared to either shift funds from Consultant to its subconsultant(s) or increase the contract maximum. Contract increases will be considered when additional scope of services are required.

Under-run: If the amount of any subconsultant's cost is less than its fee estimate (under-run), Consultant understands that the amount of the under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless LPA, or State on LPA's behalf, gives prior written approval and, if necessary, approval from Federal Highway Administration (FHWA). If Consultant wishes to shift the balance of subconsultant's fee to Consultant, justification must be provided to LPA and State. Shifting of funds may be approved by LPA, or State on LPA's behalf, with no increase to the fixed fee for profit unless additional scope of services is required by Consultant, and additional fee is necessary to complete the work under this Agreement.

4. ALLOWABLE COSTS

Allowable costs are direct labor costs, indirect costs, and direct non-labor costs as defined below which Consultant has incurred within 180 days before State has received Consultant's invoice. Costs that Consultant incurred to correct mistakes or errors attributable to Consultant's or Subconsultant's own actions are not allowable costs, even if those costs would not exceed the amounts listed in Section 2. MAXIMUM AGREEMENT AMOUNTS.

A. Direct Labor Costs are the costs Consultant pays its employees for the time they are working directly on the project and are calculated by multiplying the hourly rate of pay by the hours worked (in increments not less than one quarter hour).

1) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's regular hourly pay rate during regular (40) hours of work per pay week. If

overtime hours are worked on this project, State will only pay for employee's regular hourly pay rate. State will not pay the premium pay portion of the overtime hours.

For salaried employees, the hourly earnings rate shall be the employee's actual hourly rate as recorded in the Consultant's accounting books of record, multiplied by the hours worked.

The Staffing Plan must identify by name all employees of the Consultant who are reasonably expected to provide Services under this Agreement. Reference Staffing Plan Section of this Agreement regarding changes in personnel.

- 2) **Time Reports:** All hours charged to the project must be documented on time distribution records. The records must clearly indicate the daily number of hours each employee worked on any project or activities for the entire pay period. **Time reports must provide the employee's name and position, dates of service, and a clear, identifying link to the projects, such as project description, project number, control number, and pertinent work phase.** Consultant must establish an adequate system of internal controls to ensure that time charged to projects are accurate and have appropriate supervisory approval.

- B. **Indirect Costs (Overhead and FCCM)** are the indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with Federal Acquisition Regulations [48 CFR 31 \(Contract Cost Principles and Procedures\)](#). Indirect costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable Indirect Cost Rates (ICR); or if the ICR is unknown or unavailable, Consultant will be allowed to use the most recent provisional ICR approved by State. Changes in the ICR that occur during the project period will not be cause for a change in the total agreement amount established in Section 2. MAXIMUM AGREEMENT AMOUNTS.

- C. **Direct Non-Labor Costs (Direct Expenses)** are all necessary, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices, unless otherwise specified below. Direct non-labor costs include, but are not limited to, the following:

Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA, or State on LPA's behalf; Special insurance premiums if required solely for this Agreement; Subconsultant costs; Such other allowable items as approved by LPA, or State on LPA's behalf.

- 1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If, for reasons of practicality, Consultant does treat a direct non-labor cost category in its entirety as an overhead cost, then such costs are not eligible to be additionally billed as a direct expense to this project.
- 2) Costs for subconsultants may not exceed the amounts shown on the attached Consultant's Fee Proposal for each subconsultant unless agreed upon in writing by the Consultant and LPA, or State on LPA's behalf. Consultant shall require subconsultant costs to have the same level of documentation as required of Consultant. Consultant must review subconsultants' invoices and progress reports to ensure they are accurate, include only allowable costs, and have proper documentation before sending to State.

EXHIBIT "C"
FEES AND PAYMENTS

- 3) The following direct non-labor costs (direct expenses) will be reimbursed at actual costs, not to exceed the rates as shown below.
 - (a) TRANSPORTATION – Automobile rentals, air fares, and taxi/shuttle transportation will be reimbursed at the actual, reasonable cost and, if discounts are applicable, the Consultant shall give LPA and State the benefit of all discounts. Itemized receipts must be submitted with invoices. A bank card receipt that displays only the total cost of the transportation expense is not sufficient documentation. Tips must be included in the total fare amount claimed on the travel log form. Tips for complimentary transportation are considered an incidental expense and cannot be claimed as a transportation-related expense.
 - (b) MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately-owned vehicle (POV), is limited to the lesser of:
 - (i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use; or
 - (ii) The prevailing standard rate as established by the IRS.
- NOTE: When Consultant is seeking only reimbursement for mileage, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following information: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense. State's Travel log form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- (c) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at <http://www.gsa.gov/portal/category/100120>. Consultant shall give LPA and State the benefit of all lodging discounts. Lodging receipts must be submitted with invoices.
- 4) Meal and incidental (M&I) expenses will be reimbursed on a per diem basis, not to exceed the rates as shown below. The incidental expenses portion of the per diem rate includes, but is not limited to, courtesy transportation related tips, such as hotel, park and ride, or airport shuttles; and fees and tips to porters, hotel employees, baggage carriers, and flight attendants. No receipts are required for M&I expenses.
 - (a) The State per diem rate for the destination of travel is 70% of the applicable Federal GSA per diem rate. The State per diem breakdown amounts for breakfast, lunch, dinner, and incidental expenses are 70% of the Federal GSA per diem breakdown amounts.
 - (b) The State per diem rate shall be reduced by the State meal breakdown amount(s) for any meal provided by others. Examples include:

- (i) Meals included in a conference or event fee
- (ii) Meals provided by lodging facility
- (iii) Meals purchased by 3rd Party
- (iv) Meals charged directly to and paid for by the State
- (c) MULTI-DAY TRAVEL – Travel that includes at least one overnight stay.
 - (i) M&I reimbursement on the first and last day of travel will be reduced to 75% of the State per diem rate.
 - (ii) Except for a meal provided by others (see paragraph 4)(b) above), all meals may be claimed on the first and last day of travel irrespective of the start and stop times for those days.
- (d) SAME DAY TRAVEL – Travel that does not include an overnight stay.
 - (i) Employee shall not claim reimbursement for a meal that was purchased within 20 miles of the city or town of the employee's residence or primary work location.
 - (ii) M&I reimbursement for same day travel will be reduced to 75% of the State per diem breakdown amounts.
 - (iii) The following criteria must be met for Consultant and its employees to be eligible for the M&I reimbursement on same day travel.
 - (1) Breakfast - Employee leaves for same day travel at or before 6:30 a.m. or 1-1/2 hours before the employee's shift begins, whichever is earlier, the breakfast rate may be claimed.
 - (2) Lunch – No reimbursement is allowed.
 - (3) Dinner/Supper – Employee returns from same day travel or work location at or after 7:00 p.m., or 2 hours after the employee's shift ends, whichever is later, the evening meal rate may be claimed.
 - (4) Incidental Expenses – No reimbursement is allowed unless the employee is also approved for breakfast or dinner meal expenses.
 - (5) The time limitations set forth above do not include the time taken for the meal.
 - (iv) EXCEPTION to same-day travel meal reimbursement for Construction Engineering (CE) Services Agreements – For CE Services Agreements, Consultant will not be eligible for reimbursement for meals related to same-day travel.

5) EXTENDED STAY/LONG TERM TRAVEL

No extended stay arrangements, such as apartments or weekly/monthly meal reimbursement rates, have been approved.

5. INELIGIBLE COSTS

State will not pay for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE Section of this Agreement, unless approved in writing by LPA, or State on LPA's behalf. Per Section 4. ALLOWABLE COSTS, State will not pay for costs incurred, but not submitted to State within 180 days of the date incurred. Travel costs are deemed to have been incurred on the day the travel occurs. Subconsultant costs are deemed to have been incurred on the day the Subconsultant actually incurs the cost, not the day the subconsultant invoices the cost to the Consultant.

6. FIXED FEE FOR PROFIT

- A. The fixed fee for profit amount payable to Consultant is identified in Section 2. MAXIMUM AGREEMENT AMOUNTS. For each invoicing period, the Consultant may invoice State a portion of the fixed fee for profit equal to the sum of the actual direct labor costs and overhead (Indirect Costs, excluding FCCM if applicable) for the period, multiplied by the profit rate of 11.80%. Upon completion of the services outlined in this Agreement, the Consultant may invoice State any remaining fixed fee for profit not previously invoiced. If all of the services under this Agreement are not completed for any reason, LPA, or State on LPA's behalf may decrease the amount of fixed fee for profit based on LPA's and State's determination of the actual percentage of services completed.
- B. Subconsultants fixed fee for profit (if applicable): Consultant must apply the above provisions regarding fixed fee for profit to all Subconsultant contracts that utilize the cost-plus-fixed-fee (CPFF) payment method. If all of the services allocated to Subconsultant(s) under this agreement are not completed for any reason, the fixed fee for profit paid to Subconsultant(s) must be reduced based on the LPA's and State's determination, or Consultant's determination with LPA's and State's concurrence, of the actual percentage of services completed by the Subconsultant.

7. INVOICES AND PROGRESS REPORTS

- A. Consultant shall promptly submit invoices to State based on Consultant's billing period but shall not submit more than one invoice per month. Invoices must include all allowable costs, and when applicable, the associated Fee for Profit, for services provided during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including subconsultant costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 180 days prior to State's receipt of the invoice. Accordingly, State retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.
- B. In the event Consultant has incurred otherwise allowable costs, and such costs would exceed the maximum direct labor costs or total agreement amount listed in Section 2. MAXIMUM AGREEMENT AMOUNTS, Consultant shall list such costs on the invoice, but they must be subtracted from the total invoice amount submitted to State for payment.
- C. Content of Invoice Package (Presented in this order)
 - 1) Consultant's Invoice:
 - (a) The first page of an invoice must identify the company's name and address, invoice number, invoice date, invoicing period (beginning and ending dates of services), and agreement or task order number.
 - (b) The invoice and, when applicable, accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the actual labor cost for each employee.
 - (c) Direct non-labor expenses:

- (i) Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed along with supporting receipts or invoices.
- (ii) Travel-related expenses must be summarized and submitted on NDOT Form 163 (see paragraph 7.C.4) below). Supporting receipts (excluding meal receipts) must be submitted with NDOT Form 163 when invoicing for these expenses.
- (iii) All supporting receipts must be kept as required in Section 18.

CONSULTANT COST RECORD RETENTION.

- (d) Time Records, as outlined in paragraph 4.A.2).
- (e) Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to submit and retain.

2) **Progress Report:** A Progress Report must accompany the invoice package documenting Consultant's work during the service period. If an invoice is not submitted monthly, then a Progress Report must be submitted at least quarterly via email to LPA and State's Project Coordinator. All Progress Reports must include, but are not limited to, the following:

- (a) A description of the Services completed for the service period to substantiate the invoiced amount.
- (b) A description of the Services anticipated for the next service period
- (c) A list of information Consultant needs from LPA, or State on LPA's behalf
- (d) Percent of Services completed to date

NOTE: LPA or State's Project Coordinator may request more specific information or detail be included in Progress Reports.

3) **Cost Breakdown Form:** Each invoice package must include a current and completed "Cost Breakdown Form" (NDOT Form 162). This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Utilizing the Cost Breakdown Form helps reduce errors in calculating previously billed amounts and limitations on eligible costs billed.

4) **Travel Log:** If an invoice contains any travel-related expenses, then a current and completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Upon pre-approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as the current NDOT Form 163. The Travel Log must document the employee's name, vehicle identification (if applicable), date/time of departure to the project, date/time of return to the headquarters town, locations traveled, and expenses for transportation, meals, and lodging.

5) **Mileage Log (when applicable):** When Consultant is seeking reimbursement for mileage only, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense.

D. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's OnBase Invoice Workflow System for review, approval, and payment. The user guide for the OnBase Invoice Workflow system, along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.

E. Notice of Public Record: Documents submitted to State and LPA, including invoices, supporting documentation, and other information are subject to disclosure by State and LPA pursuant to the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq. ACCORDINGLY, CONSULTANT SHALL REDACT OR NOT SUBMIT TO STATE AND LPA INFORMATION THAT IS CONFIDENTIAL, INCLUDING, BUT NOT LIMITED TO, FINANCIAL INFORMATION SUCH AS SOCIAL SECURITY NUMBERS, TAX ID NUMBERS, OR BANK ACCOUNT NUMBERS. Consultant understands that State and LPA do not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State or LPA for the disclosure of such information.

8. PAYMENTS

State, on LPA's behalf, will pay Consultant after receipt of Consultant's invoice and determination by LPA, or State on LPA's behalf, that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services, or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

9. PROMPT PAYMENT CLAUSE

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract for work, including all lower tier subcontracts. The "Prompt Payment Clause" will require progress payments to all subconsultants for all work completed, within twenty (20) calendar days after receipt of progress payments from the State for said work. If Consultant fails to carry out the requirements of the "Prompt Payment Clause" without just cause, it will be considered a material breach of this Agreement. In such situation, State may withhold any payment due to Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), terminate this Agreement, or any other such remedy as State deems appropriate. Consultant may withhold payment to a subcontractor only for just cause and must notify the State in writing of its intent to withhold payment before actually withholding payment. Consultant shall not withhold, delay, or postpone payment without first receiving written approval from the State.

10. SUSPENSION OF PAYMENTS

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed, or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until

all remedial action is completed by Consultant to the satisfaction of State, at Consultant's sole cost.

11. ANNUAL OVERHEAD ADJUSTMENT (TRUE-UP) INVOICES

- A. After State receives Consultant's latest Indirect Cost Rate (ICR) submittal and State establishes an approved ICR for Consultant, it is State's preference that Consultant submit a separate Overhead Adjustment Invoice that reconciles the indirect costs billed during the past fiscal year covered by the latest ICR submittal. If reconciling the indirect costs requires the Consultant to reimburse State for overpayment of indirect costs, Consultant may request reimbursement of additional allowable costs that have not been already reimbursed, provided that the costs were documented and subtracted out on previous invoices. In no circumstance may Consultant request reimbursement of any costs incurred that are not in accordance with Section 4. ALLOWABLE COSTS.
- B. When uploading this invoice to OnBase, append "(OH ADJ)" to the invoice number when populating the invoice number keyword in OnBase. More information regarding Overhead Adjustment Invoices is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- C. Consultant shall require Subconsultant(s) to submit Overhead Adjustment Invoices to Consultant consistent with this Section. Consultant must include such subconsultant overhead adjustment invoices when Consultant submits their own invoices to State.

12. FINAL INVOICE, FINAL OVERHEAD (TRUE-UP) INVOICE, AND PAYMENT

- A. Upon completion of the Services under this Agreement, Consultant shall submit their final invoice to include all labor, expenses, and, if applicable, may include the balance of Fee for Profit.
- B. Consultant, and, if applicable, its subconsultant(s), shall review the indirect costs billed to-date to determine if the indirect cost rates (overhead and FCCM) used on prior invoices match the actual indirect cost rates applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on an Overhead Adjustment Invoice (**separate from final costs incurred invoice**). Refer to Section 11. OVERHEAD ADJUSTMENT INVOICE. If a particular year's actual overhead has not yet been computed or approved by State, the most recently approved yearly rate should be applied. Consultant shall submit any final Overhead Adjustment Invoice within 180 days of completion of the work under this Agreement, and if such invoice is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant. More information regarding Overhead Adjustment Invoices is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- C. After receipt of final invoice and Overhead Adjustment Invoice and determination by LPA, or State on LPA's behalf, that the final invoice and Progress Report adequately substantiate the Services provided and that the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant. Acceptance of the final payment by Consultant will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

13. AGREEMENT CLOSE-OUT

Upon submitting its final invoice and, if required, a final Overhead Adjustment invoice, the Consultant must complete and submit to LPA, or State on LPA's behalf, a Notification of Completion Form (NDOT Form 39). The form is generated and submitted electronically through State's OnBase Invoice Workflow System. Instructions for generating and submitting the NDOT Form 39 are available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Consultant shall submit NDOT 39 Form within 180 days of completion of the work under this Agreement, and if such Form is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant.

14. FEDERAL COST PRINCIPLES

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process, outlined Section 4.4.3.5 DISPUTE RESOLUTION of the LPA Manual, shall be used by the parties. For performance of Services as specified in this Agreement, State will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations [48 CFR 31 \(Contract Cost Principles and Procedures\)](#).

15. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS

A. LPA, or State on LPA's behalf, may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA, or State on LPA's behalf, decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:

- 1) A description of the out-of-scope services,
- 2) An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,
- 3) An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on LPA's behalf, LPA or State must determine that the situation meets the following criteria:
 - (a) The out-of-scope services are not within the original Scope of Services and additional work effort is required; and
 - (b) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered; and
 - (c) It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

B. Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the State, on LPA's behalf, may issue a written notice to proceed prior to completing the supplemental agreement (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

- 1) The Consultant Work Order (CWO) – NDOT Form 250 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

16. TERMINATION COST ADJUSTMENT

If the Agreement is terminated prior to project completion, State and LPA will compare the percentage of work actually completed by Consultant to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on LPA's behalf, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

17. AUDIT AND FINAL COST ADJUSTMENT

Upon LPA's and State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

18. CONSULTANT COST RECORD RETENTION

Consultant, and all its subconsultants or subcontractors, shall maintain originals or copies of any document required to be completed in this Agreement, that substantiate any expense incurred, or changes any legal obligations for three (3) years from the date of final cost settlement by FHWA and project closeout by the State.

Documents include, but are not limited to: written approvals; time reports; detailed receipts; invoices; transportation costs; mileage; lodging costs; all NDOT forms including NDOT cost breakdown form and NDOT travel form; books; papers; electronic mail; letters; accounting records; supplemental agreements; work change orders; or other evidence pertaining to any cost incurred.

Such materials will be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and copies of any document(s) will be furnished when requested.

RESOLUTION
SIGNING OF PRELIMINARY ENGINEERING SERVICES AGREEMENT
BK2523

City of LaVista

Resolution No. _____

Whereas: City of LaVista is developing a transportation project for which it intends to obtain Federal funds; and

Whereas: City of LaVista 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 LaVista and HDR Engineering, Inc. wish to enter into an Preliminary Engineering Services Agreement to provide Preliminary Engineering Services for the Federal-aid project.

Be It Resolved: by the City Council of the City of LaVista that:

Douglas Kindig, Mayor of the City of LaVista, is hereby authorized to sign the attached Preliminary Engineering Services Agreement between the City of LaVista and HDR Engineering, Inc.

NDOT Project Number: TAP-77(76)

NDOT Control Number: 22977

NDOT Project Description: Thompson Creek Trail, LaVista

Adopted this _____ day of _____ (Month) _____, 20____ at _____ Nebraska.

The City Council of the City of LaVista

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and filed as adopted

Attest:

Signature City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 20, 2025 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – PICKUP TRUCK	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JASON ALLEN PARKS SUPERINTENDENT

SYNOPSIS

A resolution has been prepared authorizing the purchase of one (1) 2025 Chevrolet Silverado 3500 HD pickup truck from Husker Auto Group, Lincoln, Nebraska in an amount not to exceed \$76,766.25.

FISCAL IMPACT

The FY25/FY26 Biennial Budget includes funding for this purchase.

RECOMMENDATION

Approval.

BACKGROUND

The proposed purchase of the 2025 Chevrolet Silverado 3500 HD truck will be used for everyday park maintenance activities such as park equipment repairs, irrigation maintenance, equipment servicing and general park duties. The truck will also be used during winter operations for plowing and salt treatments on the residential street network.

The proposed vehicle will be purchased through the State of Nebraska Contract # 15890 OC.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) 2025 CHEVROLET SILVERADO 3500 HD PICKUP TRUCK FROM HUSKER AUTO GROUP, LINCOLN, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$76,766.25.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of one (1) 2025 Chevrolet Silverado 3500 HD pickup truck is necessary; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of one (1) 2025 Chevrolet Silverado 3500 HR pickup truck, Lincoln, Nebraska in an amount not to exceed \$76,766.25.

PASSED AND APPROVED THIS 20TH DAY OF MAY 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk



6833 TELLURIDE DR LINCOLN NE 68521

CHUCK AMES BUS/ELITE DIRECTOR, HUSKER AUTO GROUP | 402-610-0465 CELL/ 402-479-7576 DIR | cames@huskerautogroup.com

CITY OF LaVISTA , 9900 PORTAL RD LaVISTA, NE 68128

Prepared For: JEFF COX, FLEET LEAD PUBLIC WORKS

402-331-8927

jcox@cityoflavista.org

Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck

Image Not Available





6833 TELLURIDE DR LINCOLN NE 68521

CHUCK AMES BUS/ELITE DIRECTOR, HUSKER AUTO GROUP | 402-610-0465 CELL/ 402-479-7576 DIR | cames@huskerautogroup.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck (✓ Complete)

Quote: New Quote

Selected Model and Options

MODEL

CODE	MODEL
CK31043	2025 Chevrolet Silverado 3500HD CC 4WD Crew Cab 177" WB, 60" CA Work Truck

COLORS

CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS

CODE	DESCRIPTION
FE9	Emissions, Federal requirements

ENGINE

CODE	DESCRIPTION
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N·m] @ 4000 rpm) (STD)

TRANSMISSION

CODE	DESCRIPTION
MKM	Transmission, Allison 10-Speed automatic (STD)

AXLE

CODE	DESCRIPTION
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION
1WT	Work Truck Preferred Equipment Group includes standard equipment

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Data Version: 23857. Data Updated: Nov 3, 2024 6:50:00 PM PST.



6833 TELLURIDE DR LINCOLN NE 68521

CHUCK AMES BUS/ELITE DIRECTOR, HUSKER AUTO GROUP | 402-610-0465 CELL/ 402-479-7576 DIR | cames@huskerautogroup.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck (✓ Complete)

Quote: New Quote

WHEELS

CODE	DESCRIPTION
PYW	Wheels, 17" (43.2 cm) painted steel (STD)

TIRES

CODE	DESCRIPTION
QZT	Tires, LT235/80R17E all-terrain, blackwall (STD)

SPARE TIRE

CODE	DESCRIPTION
9L3	Spare tire delete

PAINT

CODE	DESCRIPTION
GAZ	Summit White

SEAT TYPE

CODE	DESCRIPTION
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

SEAT TRIM

CODE	DESCRIPTION
H1T	Jet Black, Cloth seat trim

RADIO

CODE	DESCRIPTION
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

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Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck (✓ Complete)

Quote: New Quote

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION
VYU	Snow Plow Prep Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. Contact GM Upfitter Integration at www.gmupfitter.com for plow installation details and assistance (Requires 4WD model. Upgradeable to (KHF) Dual alternators (220-amp primary, 170-amp auxiliary). Not available with (F60) Heavy Duty Front Spring Package.)
ZLQ	WT Fleet Convenience Package Includes (DBG) outside power-adjustable vertical trailering with heated upper glass. (Requires Fleet or Government order and Crew Cab model. Not available with (PCV) WT Convenience Package.)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep Package. Free flow on (L8T) 6.6L V8 gas engine.)
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (VYU) Snow Plow Prep Package.)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
DBG	Mirrors, outside power-adjustable vertical trailering with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Standard on Regular Cab models. Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)

Options Total

Standard Equipment

Mechanical

- Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N·m] @ 4000 rpm) (STD)
- Transmission, Allison 10-Speed automatic (STD)
- Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
- Auto-locking rear differential
- Air filter, heavy-duty
- Air filtration monitoring
- Transfer case, two-speed, electronic shift with push button controls (Requires 4WD models.)

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Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck (✓ Complete)

Quote: New Quote

Mechanical

Four wheel drive
Cooling, external engine oil cooler
Cooling, auxiliary external transmission oil cooler
Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
Trailer brake controller, integrated
Recovery hooks, front, frame-mounted, Black
Body, Chassis Cab
Frame, fully-boxed, hydroformed front section and an open "C" rear section
GVWR, 14,000 lbs. (6350 kg)
Suspension Package
Steering, Recirculating Ball with smart flow power steering system
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Fuel tank, front and rear, 63.5 gallon
Capped Fuel Fill

Exterior

Wheels, 17" (43.2 cm) painted steel (STD)
Tires, LT235/80R17E all-terrain, blackwall (STD)
Spare tire delete Deletes the spare tire and wheel.
Dual Rear Wheels
Wheel trim, painted center caps
Bumpers, front, Black
Bumper, rear, delete
Moldings, beltline, Black
Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)
Headlamps, halogen reflector with halogen Daytime Running Lamps
IntelliBeam, automatic high beam on/off

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Data Version: 23857. Data Updated: Nov 3, 2024 6:50:00 PM PST.



6833 TELLURIDE DR LINCOLN NE 68521

CHUCK AMES BUS/ELITE DIRECTOR, HUSKER AUTO GROUP | 402-610-0465 CELL/ 402-479-7576 DIR | cames@huskerautogroup.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck (✓ Complete)

Quote: New Quote

Exterior

Lamps, Smoked Amber roof marker, (LED)

Lamps, cargo area, cab mounted integrated with center high mount stop lamp with switch in bank on left side of steering wheel

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not included on Regular Cab models.)

Mirror caps, Black

Glass, solar absorbing, tinted

Door handles, Black grained

Entertainment

Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

Audio system feature, 6-speaker system (Requires Crew Cab model.)

Bluetooth for phone, connectivity to vehicle infotainment system

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Vinyl seat trim

Seat, rear 60/40 folding bench (folds up) 3-passenger, (includes child seat top tether anchor) (Requires Crew Cab model.)

Floor covering, rubberized-vinyl

Steering column, Tilt-Wheel, manual with wheel locking security feature

Steering wheel, urethane

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Compass, located in instrument cluster

Driver Information Center, 3.5" diagonal monochromatic display

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CHUCK AMES BUS/ELITE DIRECTOR, HUSKER AUTO GROUP | 402-610-0465 CELL/ 402-479-7576 DIR | cames@huskerautogroup.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck (✓ Complete)

Quote: New Quote

Interior

Universal Vehicle Module Includes module, customer interface harness and instructions. Provides vehicle data over an open CAN network (J1939). 10 switchable inputs/outputs and Custom Configuration Tool to integrate upfit equipment controls. Software features that support Auto Vehicle Start, Shutdown Inhibit, Fast Idle and Snow Plow.

Exterior Temperature Display located in radio display

Rear Seat Reminder (Requires Crew Cab model.)

Brake lining wear indicator

Window, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down (Not available with Regular Cab models.)

Door locks, power

Remote Keyless Entry, with 2 transmitters

Cruise control, electronic with set and resume speed, steering wheel-mounted

Power outlet, front auxiliary, 12-volt

USB Ports, 2, Charge/Data ports located on instrument panel

Air conditioning, single-zone

Air vents, rear, heating/cooling (Not available on Regular Cab models.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Back-up alarm calibration. This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting (Not available with (8S3) Back-up alarm.)

Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Automatic Emergency Braking

Front Pedestrian Braking

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

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CHUCK AMES BUS/ELITE DIRECTOR, HUSKER AUTO GROUP | 402-610-0465 CELL/ 402-479-7576 DIR | cames@huskerautogroup.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck (✓ Complete)

Quote: New Quote

Safety-Interior

Airbags Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Following Distance Indicator

Forward Collision Alert

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use

OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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CHUCK AMES BUS/ELITE DIRECTOR, HUSKER AUTO GROUP | 402-610-0465 CELL/ 402-479-7576 DIR | cames@huskerautogroup.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck (✓ Complete)

Quote: New Quote

Quote Worksheet

	MSRP
Base Price	\$52,200.00
Dest Charge	\$1,995.00
Total Options	\$510.00
	Subtotal
	\$54,705.00
	\$0.00
User Item	\$28,149.25
	Subtotal Pre-Tax Adjustments
	\$28,149.25
Less Customer Discount	(\$6,088.00)
	Subtotal Discount
	(\$6,088.00)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In
	\$0.00
	Taxable Price
	\$76,766.25
Sales Tax	\$0.00
	Subtotal Taxes
	\$0.00
	Subtotal Post-Tax Adjustments
	\$0.00
	Total Sales Price
	\$76,766.25

Dealer Signature / Date

10-4-24

Customer Signature / Date

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CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 20, 2025 AGENDA

Subject:	Type:	Submitted By:
PUBLIC WORKS – MISSION, VISION, AND VALUE STATEMENTS	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

The APWA Accreditation Process requires that the City Council annually approve the Mission, Vision, and Value Statements for the Public Works Department.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

Approval of the Public Works Mission, Vision, and Value Statements is a requirement of the APWA Accreditation Process. It is our plan to incorporate this requirement as part of the budget process. It would be included in the overview section of the Public Works budget. Approval of the budget would be approval of this requirement, so we would not need to bring it back as a separate agenda item.

OSP.01 - Mission, Vision, and Value Statements

Issued: December 10, 2024



PURPOSE

Statements were developed that define the fundamental purpose of the La Vista Public Works Department and why the department exists, what services are provided, how services are provided, and whom the department is serving.

POLICY

1. Vision

To provide reliable public infrastructure that enhances and improves the quality of life for all residents of our community.

2. Mission

The mission of the Public Works Department is to provide services in an efficient, proactive, sustainable, and fiscally responsible manner that delivers exceptional stewardship of our infrastructure and environment.

3. Values

Accountability – We will be responsible for our decisions and actions as stewards of the financial, informational, physical, environmental, and human resources entrusted to us.

Integrity – We will maintain high ethical standards in our personal and professional conduct.

Public Service – We are committed to provide high quality public services to the citizens through communication, teamwork, professionalism, dedication to duty, courtesy and respect.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 20, 2025 AGENDA

Subject:	Type:	Submitted By:
DISCUSSION – GOLF CAR POLICY	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	RITA RAMIREZ INTERIM CITY ADMINISTRATOR

SYNOPSIS

Following a citizen request to allow golf cars on city streets and subsequent Council request for additional information, this item is again being placed on the agenda for discussion.

FISCAL IMPACT

N/A.

RECOMMENDATION

Review and direction from Council.

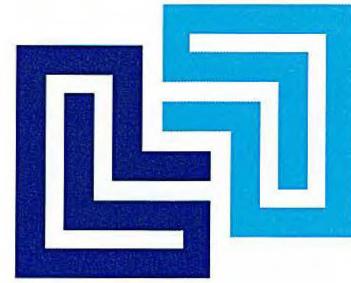
BACKGROUND

At the March 18, 2025 Council meeting a citizen addressed the Council asking them to consider adopting a policy that would allow the operation of golf cars on city streets. The Mayor and Council asked that staff provides some additional information and place the item on an upcoming agenda for discussion.

A group of staff members met and reviewed the State Statutes as well as the policies in place in the cities of Papillion, Ralston and Norfolk where limited use of golf cars on city streets is permitted. The information gathered was presented to Council for discussion at their meeting on April 15, 2025. After review and discussion by Council, additional information was requested relative to other cities' experiences to date.

Further information was gathered and is attached, along with the original memo from the April 15th meeting. If direction is given to prepare an ordinance staff will do so and bring it back at an upcoming meeting.

The gentleman who addressed Council has been informed that this item will be on the agenda for discussion.



MEMO

TO: Mayor and City Council Members

FROM: Rita Ramirez, Interim City Administrator

DATE: 5/20/25

RE: Golf Car Policy Considerations

The City Council has requested information to consider whether an amendment to the municipal code that would permit the operation of golf cars on city streets is appropriate for La Vista. Information was provided and discussion was held at a Council meeting on April 15, 2025, at which time Council asked for further information.

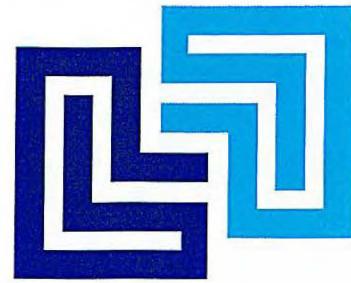
Cale Broderson made calls to three other cities that have an ordinance in place allowing restricted use of golf cars. Below is the information compiled:

1. City of Papillion (spoke with City Clerk)
 - Have been allowing registered golf cars on specified roadways for approximately 1 year
 - They have not yet had any incidents or complaints
 - They have 12 registered golf cars
 - Users submit their photo ID and insurance with the City Clerk, but they do not require an inspection of the vehicle
2. City of Ralston (spoke with City Clerk)
 - Have been allowing registered golf cars on specified roadways for approximately 5 years
 - They have not yet had any incidents or complaints
 - They have approximately 5 registered golf cars
 - Users submit their photo ID and insurance with the City Clerk, but they do not require an inspection of the vehicle
3. City of Norfolk (spoke with City Clerk and Police Department representative)
 - Have been allowing registered golf cars on specified roadways for approximately 1 year

- They have not yet had any incidents or complaints
- They have approximately 11 registered golf cars
- Their ordinance was written with the intention of allowing residents who live near golf courses the option to drive them to the golf courses from their place of residence
- Users must bring their golf car to the Police Department for an inspection as part of the registration process.

There was also information provided regarding a recent (April 19, 2025) accident in Lincoln, where a 56-year-old man was killed in a golf cart accident. He was using the golf cart in his neighborhood, had been drinking, and hit a rock near the edge of his driveway, causing him to fall out of the cart. The golf cart is believed to have run him over.

MEMO



TO: Mayor and City Council Members

FROM: Rita Ramirez, Interim City Administrator

DATE: 4/11/25

RE: Golf Car Policy Considerations

The City Council has requested information to consider whether an amendment to the municipal code that would permit the operation of golf cars on city streets is appropriate for La Vista. While some municipalities have adopted similar provisions, such regulations should be carefully evaluated in the context of La Vista's traffic conditions, infrastructure, and public safety considerations.

RELEVANT STATE STATUTES

Below are the relevant state statutes that address golf cars and their use on streets:

- *NE Rev. Stat 60-116.01 – Golf car vehicle, defined:* Golf car has a maximum level ground speed of 20 MPH, payload capacity of 1,200 lbs, max GVW of 2,500 lbs, maximum passenger capacity of 4, designed for operation on a golf course for sporting and recreational purposes.
- *NE Rev. Stat 60-6,381 – Golf car vehicles, city, village, or county; operation authorizes, restrictions; liability insurance:* City may adopt an ordinance allowing for operation of golf cars on streets (public way for purposes of vehicular travel, including entire area within the right-of-way) within corporate limits, between sunrise and sunset, on streets posted 35 MPH or less. Requires Class O Operator's license, owner shall have liability insurance (minimums are in statute, \$25,000 bodily injury or death one person, \$50,000 injury or death two more persons, \$25,000 injury to or destruction of property). Golf cars cannot operate in excess of 20 MPH, can cross higher speed streets at 90 degrees.

CASE STUDIES

Several nearby communities have permitted the use of golf carts, more narrowly defined and described as "golf cars", but with restrictions. The following are restrictions put in place by these communities for the use of golf cars on city roadways:

City of Papillion Use Restrictions

- They may only be driven on streets with speed limits of 25 mph or less and cannot be operated on highways or designated major roads
- Must be equipped with safety features such as seat belts, brake lights, turn signals, and a rearview mirror
- Operators must be at least 20 years old and possess a valid driver's license
- Liability insurance is mandatory, and all golf cars must be registered annually with the city
- Operation is only allowed between sunrise and sunset

City of Ralston Use Restrictions

- Must remain on streets with speed limits of 30 mph or lower and cannot be driven on major roads, including State Highway 85, 72nd Street, and L Street, among others
- They may only be used from March 1 to November 30
- Operators must be at least 20 years old and possess a valid driver's license
- Must be equipped with safety features such as seat belts, turn signals, rearview mirrors, and a safety flag
- Liability insurance is mandatory, and annual registration with the city is required

City of Norfolk Use Restrictions

- Golf cars may only operate on roads with speed limits of 25 mph or lower and are restricted from highways, trails, sidewalks, and non-designated park roads
- Maximum speed of 20 mph
- Maximum capacity of no more than four passengers
- Must be equipped with safety features such as seat belts, working brakes, operational lights, turn signals, a muffler, and a bicycle safety flag mounted five feet above ground
- Operators must be at least 18 years old, have a valid Class O driver's license, and obey all traffic laws
- Operation is only permitted between sunrise and sunset, with headlights and taillights required to be on
- Registration with the city is mandatory, and must be renewed each calendar year

When evaluating such changes in La Vista, below are some traffic safety concerns that should be considered.

TRAFFIC, SAFETY, & ENFORCEMENT CONCERNS

1. **Lack of Safety Features** – Golf carts are not manufactured to meet the safety standards and crash-test requirements of passenger motor vehicles. They generally lack essential safety features such as airbags, seat belts, turn signals, and proper lighting, which increases the risk of severe injuries in a collision.
2. **Speed Differentials and Traffic Flow** – Golf carts typically operate at speeds of 15-25 mph, whereas most city streets have speed limits that are higher. This creates a dangerous speed differential, leading to congestion, erratic driving behaviors, and/or an increased likelihood of rear-end collisions.
3. **Vulnerability in Collisions** – Due to their lightweight construction and open design, golf carts offer minimal protection to occupants in the event of a crash. Accidents involving larger vehicles, such as SUVs and trucks, would likely result in serious injuries and/or fatalities.
4. **Incompatibility with Winter and Adverse Weather Conditions** – Unlike standard vehicles, golf carts are not equipped to handle adverse weather conditions such as snow, ice, or heavy rain, which are common in Nebraska. This creates additional safety hazards for both golf cart operators and other road users.
5. **Enforcement and Liability Issues** – Allowing golf carts on city streets would present enforcement challenges for law enforcement officers, particularly regarding age restrictions, insurance requirements, and compliance with traffic laws. Additionally, the city could face increased liability exposure in the event of accidents involving golf carts.
6. **Potential Conflicts with Pedestrians and Sidewalk/Trail Use** – An increase in the number of golf carts owned and utilized within the city would likely also increase their use on trails and other locations where they are not intended or authorized to be driven. Golf carts operating on sidewalks or trails could create hazardous conditions for pedestrians, cyclists, and other non-motorized users. These areas are not designed for motorized vehicle use, increasing the risk of collisions, injuries, and congestion in recreational and pedestrian-heavy zones.
7. **Potential Violation of Driver Expectations** – Typical drivers are accustomed to encountering vehicles that comply with Department of Transportation (DOT)

standards, such as fully enclosed cars or motorcycles, which have recognizable features like headlights, taillights, ride heights, and distinct maneuverability or performance characteristics. To help alert drivers to the presence of non-standard vehicles, many municipalities require golf carts to fly a bike flag. However, the geometry of certain streets, particularly those with on-street parking, may prevent drivers from recognizing or anticipating a golf car's presence. The lack of recognizable vehicle features and potential blind spots could reduce a driver's ability to identify or respond appropriately to the golf car, increasing the risk of conflicts or crashes.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 20, 2025 AGENDA**

Subject:	Type:	Submitted By:
DISCUSSION – MOBILE FOOD VENDOR ORDINANCE	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	RITA RAMIREZ INTERIM CITY ADMINISTRATOR

SYNOPSIS

At the May 6, 2025 City Council meeting it was requested that a discussion item be put on the next agenda regarding the City's current Mobile Food Vendor ordinance.

FISCAL IMPACT

N/A.

RECOMMENDATION

Review and direction from Council.

BACKGROUND

Following the May 6, 2025 City Council meeting a copy of the current Mobile Food Vendor ordinance was sent to the Mayor and members of the City Council. A copy of that ordinance is also attached to this memo. It was requested that discussion be held regarding potential changes to the ordinance.

ORDINANCE RECORD

No. 725--REEDFIELD & COMPANY INC., OMAHA

ORDINANCE NO. 1396

AN ORDINANCE AUTHORIZING MOBILE FOOD VENDORS; TO PROVIDE RULES AND REGULATIONS GOVERNING MOBILE FOOD VENDORS; TO PROVIDE FOR THE ISSUANCE OF LICENSES FOR MOBILE FOOD VENDORS; TO PROVIDE FOR FEES FOR THE ISSUANCE OF LICENSES FOR MOBILE FOOD VENDORS AND FOR THE COLLECTION THEREOF; TO PROVIDE FOR PENALTIES FOR VIOLATION OF THE PROVISIONS HEREOF.

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

Section 1. The Mayor and City Council of the City of La Vista desire to establish rules, regulations, and a licensing process for mobile food vendors as Section 113.11 of the La Vista Municipal Code as provided in this Ordinance.

Section 2. Section 113.11 of the La Vista Municipal Code is hereby adopted and approved as follows:

"§ 113.11 MOBILE FOOD VENDORS

§ 113.11.0. – FINDINGS AND PURPOSE.

Mobile food vendors provide a beneficial service to the general public within the city while, due to their distinct manner of operation, also presenting substantial differences of circumstances from other food retailers and vehicle users which suggest the expediency of diverse legislation. It is, thus, desirable to regulate, and require licenses for, mobile food vendors so that their transitory use of various properties and right-of-way locations can occur in a fair and safe manner, and so that public safety and welfare can be protected. The purpose of this section is to enact regulations to serve those goals.

While the city wishes to encourage the business of mobile food vendors, the city also recognizes the benefits of permanent food establishments. The owners of permanent food establishments make substantial and long-lasting capital investments in buildings, infrastructure, and the built environment. These investments benefit the city, improve real property, and provide consistent locales for the entertainment and enjoyment of city residents and visitors. The city wishes to cultivate and encourage the creation and maintenance of permanent food establishments. Accordingly, it is also the purpose of this section to encourage the co-existence of mobile food vendors and permanent food establishments, to provide appropriate places for each within the fabric of the city, and to accommodate the interests of each, toward the goal of achieving a rich and diverse community.

§ 113.11.1. – DEFINITIONS. As used in this section, the following words and phrases shall have the meanings ascribed to them in this subsection, except where the context clearly indicates or requires a different meaning:

Beverage shall mean any drinkable liquid for humans for hydration, nutrition, taste, pleasure or similar purposes, including without limitation, any such liquid that is frozen, alcoholic or nonalcoholic.

Caterer shall mean a person who transports ready-to-eat food from a permitted food service establishment to another location or building for service on a per event basis for hire and does not include a temporary food service event.

City Administrator shall mean the City of La Vista City Administrator or any designee of the City Administrator.

City Clerk shall mean the City of La Vista City Clerk or any designee of the City Clerk.

ORDINANCE RECORD

No. 728-REDFIELD & COMPANY INC., OMAHA

Food shall mean all edible substances, whether solid, semi-solid, liquid, concentrated, frozen, dried, dehydrated, or otherwise, for ingestion, chewing, or consumption by humans for nutrition, taste, refreshment, pleasure or similar purposes.

Mobile food vendor shall mean a person who by traveling from place to place upon the public ways sells or offers for sale food from public or private property to consumers for immediate delivery and consumption upon purchase. The following activities are excluded from such definition, and, alone, do not subject a vendor to being covered by such definition: (a) the sale or offer for sale of farm products produced or raised by such a vendor from land occupied and cultivated by him/her; or (b) the sale or offer for sale of food by a caterer.

Permanent food establishment shall mean a fixed building which a person occupies on a continual basis and from which such person sells or offers to sell food for immediate delivery and consumption upon purchase. Such term shall not include a location where a mobile food vendor sells or offers to sell food.

§ 113.11.2. – LICENSE REQUIRED.

It shall be unlawful for any person to sell or offer for sale food as a mobile food vendor or operate as a mobile food vendor within the city unless such person complies with the requirements and regulations of this section, including holding a valid and active mobile food vendor license issued by the City Clerk under this section.

§ 113.11.3. – APPLICATION.

An applicant for a license pursuant to this section shall file with the City Clerk a signed application on a form to be furnished by the City Clerk, which shall contain the following information:

- (a) The applicant's business name, address, and phone number; and e-mail address;
- (b) If the applicant is a corporation, partnership, or other entity, the names of all officers and managers of such entity;
- (c) The vehicle license numbers and descriptions of all vehicles from which the applicant proposes to sell food, and the names of all persons expected to drive such vehicles;
- (d) A copy of the vehicle registration and proof of insurance;
- (e) The description of the general type of food items to be sold;
- (f) Documentation from the Nebraska Department of Agriculture showing its approval of the applicant's sale of food, if required;
- (g) A copy of the State of Nebraska sales tax permit, or proof of an applicable sales tax exemption, for the applicant;
- (h) A general description of the types of locations the applicant anticipates selling from;
- (i) Such other information as the City Clerk may require and as requested in the said application form.

ORDINANCE RECORD

No. 728—REEDFIELD & COMPANY INC., OMAHA

§ 113.11.4. – ISSUANCE OR DENIAL.

(a) Upon receipt of a complete application for a license pursuant to this section, the City Clerk shall make or cause to be made any inquiry or investigation that may be necessary to determine whether the applicant is in compliance with the provisions of all applicable laws and this Code. The City Clerk may request and take into consideration the recommendations of other affected departments of the city.

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(b) After receipt of the completed application and application fee, the City Clerk shall either approve or deny the application. Grounds for denial may include, but are not limited to, the following:

- (1) A finding that the application is incomplete;
- (2) The nonpayment of applicable fees;
- (3) A finding that the application is not in conformance with any applicable laws or this Code;
- (4) A finding that the applicant has been convicted of three or more separate violations of the provisions of this section within the 12 months preceding the submission of a complete application.

§ 113.11.5. – LICENSE FEE.

An application for a license under this section shall be accompanied by a nonrefundable processing fee as set forth in the Master Fee Schedule, provided, however, that the processing fee for the remainder of 2020 calendar year alone shall be \$75.00. Mobile food vendors who have already paid for an occupation license in 2020 do not have to pay the processing fee.

§ 113.11.6. – RENEWAL.

A license issued under this section shall expire on December 31 of each year, unless renewed for the following year by the licensee. The licensee shall renew the license for the following year by filing with the City Clerk, on or before December 31, a registration updating or confirming the information provided in the immediately preceding license application or registration. The registration shall be on a form provided by the City Clerk. At the time of registration, the licensee shall pay a renewal fee as set forth in the Master Fee Schedule per year for each motor vehicle, trailer, cart, or other piece of mobile equipment to be utilized in the business.

§ 113.11.7. – SALES REGULATIONS.

Mobile food vendors shall comply with the following regulations:

(a) A mobile food vendor shall not sell nor offer to sell food from a location within 50 feet of the main entrance used by customers to enter or exit a permanent food establishment during the hours food is sold within such permanent food establishment, unless each such permanent food establishment within such area has provided written consent.

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(b) A motor vehicle from which a mobile food vendor sells or offers to sell food shall not exceed 40 feet in length and 96 inches in width. A mobile food vendor selling or offering the sale of food from or using a trailer or other auxiliary equipment shall, during such operations, keep the trailer or auxiliary equipment hitched to an operable motor vehicle towing it, unless otherwise permitted by the city in association with an authorized street show, festival, parade, block party, or similar event. An attached trailer or other auxiliary equipment shall not exceed 96 inches in width, and the combined length of the motor vehicle and trailer or auxiliary

ORDINANCE RECORD

No. 728 - REDFIELD & COMPANY INC., OMAHA

equipment shall not exceed 60 feet. The maximum dimensions in this subsection may be exceeded by a particular motor vehicle, trailer, or piece of equipment, if approved by the City Clerk upon a mobile food vendor's application for a waiver.

(c) A mobile food vendor ~~may sell or offer to sell food from a motor vehicle at a location in a city right-of-way open to traffic or parking, but only from a motor vehicle parked in a location where a motor vehicle is authorized to park by law, signage, or city permit. Such a motor vehicle and auxiliary equipment shall not be parked at a diagonal parking space, unless specifically authorized by the City. Such a motor vehicle and auxiliary equipment shall not be parked in a parking space adjacent to the corner of a street intersection.~~

(d) A mobile food vendor shall not sell or offer to sell food from a location which would involve customers to be waited on or served while standing in a portion of a street being traversed by motor vehicle traffic.

(e) A mobile food vendor who sells or offers to sell food from a location on property other than a parking space or city right-of-way shall first obtain and possess, and be able to exhibit upon request, each of the following:

(1) Written consent of the owner of such property; and

(2) A temporary use permit issued by the Community Development Director or his/her designee, where same permanent uses are permitted under the La Vista Zoning Ordinance; provided, that a temporary use permit shall not be required if the mobile food vendor is present as an authorized part of a private event or an event authorized by another city permit.

(f) A mobile food vendor shall not sell nor offer to sell food from city park property unless he/she possesses the written consent of the Director of Public Works or his/her designee.

(g) A mobile food vendor shall not sell nor offer to sell food from a school property unless he/she possesses the written consent of an authorized representative of the school.

(h) A mobile food vendor shall not sell nor offer to sell food from an area developed as single-family residential except as a caterer or otherwise for an isolated private event hosted at the sole cost of the owner of the residence for the owner's personal guests, with no public access, or an event authorized by another city permit.

(i) A mobile food vendor shall not sell nor offer to sell food from a location within an area authorized for a street show, festival, parade, block party, or similar event, or within at least 200 feet of any boundary of such authorized area, unless the mobile food vendor is in possession of the written consent of the event licensee to sell or offer to sell food from that location.

(j) A mobile food vendor shall possess and be able to exhibit his/her license under this section, all required Nebraska Department of Agriculture permits, a State of Nebraska sales tax permit or proof of sales tax exemption, and any other written consents or documentation required under this section, at all times during which the mobile food vendor is selling or offering to sell food.

(k) An authorized employee of the public works or police departments may order a mobile food vendor to move from or leave a specific location, if the operation of the mobile food vendor at that location causes an obstruction to vehicular or pedestrian traffic or otherwise endangers the health, safety, or welfare of the public. The city may tow or otherwise move a mobile food vendor's vehicle or other auxiliary equipment to another location if the vehicle or equipment presents a danger to public safety and the mobile food vendor fails to move the same. The City Clerk shall provide to the mobile food vendor a written explanation for any such order, upon written request by the mobile food vendor to the City Clerk.

ORDINANCE RECORD

No. 728—REEDS & COMPANY INC., OMAHA

- (l) An individual representative of the mobile food vendor shall be present with the motor vehicle and other auxiliary equipment operated by the mobile food vendor at all times that it is parked in city right-of-way or on city property, and at all times that it is parked on private property at a location where food is or will be offered for sale.
- (m) A mobile food vendor may sell or offer to sell food seven days a week, but only from 6:00 a.m. to 2:30 a.m. It shall be unlawful for a mobile food vendor to sell or offer to sell food at any other times. Notwithstanding this subsection, upon evidence of endangerment of public safety, the Chief of Police or his/her designee may further limit hours of operation for all mobile food trucks within the city, as needed for the protection of public safety, for a period of no more than 30 consecutive days at a time.
- (n) A mobile food vendor during non-hours of operation shall not leave a mobile food vendor motor vehicle or trailer parked or to remain on any city property or city right-of-way, or on any private property on which any sales have taken place, or on any other private property unless parking of such vehicles or trailers is permitted under applicable zoning and other laws or regulations.
- (o) A mobile food vendor using a motor vehicle shall maintain a motor vehicle liability insurance policy for such motor vehicle as required by state law and shall exhibit proof of such policy when requested.
- (p) A mobile food vendor shall maintain in operable condition all fire suppression equipment or devices as required by local, state or federal law.
- (q) It shall be unlawful for a mobile food vendor to sell or offer to sell alcoholic beverages or alcoholic food.
- (r) A mobile food vendor shall visibly display his/her business name on his/her motor vehicle or auxiliary equipment.
- (s) A mobile food vendor shall provide trash receptacles for the collection of trash and recyclable materials, in sizes sufficient to serve his/her customers. Prior to leaving a location, the mobile food vendor shall pick up and properly dispose of any trash, litter, or recyclable materials within 20 feet of the location. Receptacles and their contents shall be removed from the location for proper disposal or recycling, and contents shall not be deposited in public trash or recycling containers on city right-of-way or city property.
- (t) A mobile food vendor shall not place on city right-of-way or city property any freestanding sign, table, chair, umbrella, electric generator, or other fixture or equipment; provided, that a mobile food vendor may place one identification or menu sign and one table (not for seating customers) on the sidewalk or other area directly adjacent to his/her parked motor vehicle or other equipment.
- (u) A mobile food vendor shall comply with all city ordinances regulating noise.

§ 113.11.8. – REVOCATION OR SUSPENSION.

- (a) Grounds. A license issued under this section may be revoked or suspended by the City Clerk for any of the following reasons:
 - (1) Any fraud, misrepresentation, or false statement contained in the application for license;
 - (2) Any fraud, misrepresentation, or false statement made in connection with the selling of food;

ORDINANCE RECORD

No. 72 B - REEDFIELD & COMPANY INC., OMAHA

- (3) Any violation of this section or any applicable laws or provisions of this Code;
- (4) Conducting the business licensed under this section in an unlawful manner or in such a manner as to constitute a breach of the peace or a menace to the health, safety, or general welfare of the public.

(b) Multiple violations of this section or of any similar section. The City Clerk shall revoke a license issued under this section for any mobile food vendor who on three or more separate occasions has been in violation of the provisions of this section within any consecutive 12-month period.

(c) Notice. To revoke or suspend a license, the City Clerk shall provide written notice to the license holder stating the revocation or suspension action taken, the grounds for such action, and the availability of an appeal under this section. Such notice shall be served personally upon the license holder or sent by regular U.S. mail to the license holder's permanent address as stated in his/her application.

(d) Appeal. A license holder aggrieved by the decision of the City Clerk under this section may file a written appeal with the City Administrator. The appeal shall be mailed by certified mail or hand delivered to the office of the City Administrator within fourteen calendar days from the date of service or mailing of the notice. Upon receipt of written appeal, the City Administrator will review and respond to appeal within ten calendar days.

(e) Re-application. A person whose license has been revoked under this section may not re-apply for a new license for a period of six months after the effective date of the revocation.

§ 113.11.9. – PENALTY.

It shall be unlawful for any person to violate the provisions of this section. Any person found guilty of violating any of the provisions of this section shall, upon conviction be fined a sum of not less than Two Hundred Dollars (\$200.00) nor more than Five Hundred Dollars (\$500.00) in addition to the penalties set forth herein.

§ 113.11.10. – PERIODIC REVIEW.

The City Administrator may review provisions of this article annually or at such other times as the City Administrator determines necessary or advisable.

SECTION 3. Repeal of Conflicting Provisions. Any and all Ordinances or portions thereof, which are in conflict herewith are hereby repealed.

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

Section 5. Pamphlet form. This Ordinance shall be published in pamphlet form.

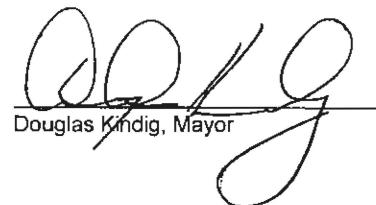
Section 6. Effective date. This Ordinance shall take effect and be in full force from and after its passage, approval and publication.

ORDINANCE RECORD

No. 728-REDFIELD & COMPANY INC., OMAHA

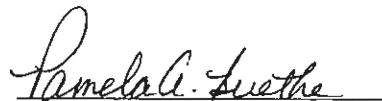
PASSED AND APPROVED THIS 4TH DAY OF AUGUST 2020.

CITY OF LA VISTA



Douglas Kindig, Mayor

ATTEST:



Pamela A. Buethe

Pamela A. Buethe, CMC
City Clerk