

This City Council meeting will be held in person with social distancing requirements being practiced. The Council meeting will be available to be watched via Zoom. Please note that those watching the Council meeting by Zoom will not be able to make comments for any public portion of the meeting. Zoom is for listening purposes only. The Zoom meeting information is:

Join Zoom Meeting

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Meeting ID: 810 7731 8387

OR

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**CITY OF GRETNA, NEBRASKA**

**CITY COUNCIL AGENDA**

**JULY 21, 2020**

**6:30 p.m.**

**AGENDA**

**1) CALL MEETING TO ORDER**

**\*\*PLEASE ASK FOR ALL CELL PHONES TO BE SILENCED\*\***

- A) Mayor's Public Announcement: "This meeting is conducted in compliance with the Nebraska Open Meetings Act, a current copy of which is posted in the meeting room. Those wishing to address the Council on an agenda item which involves a public hearing, please approach the microphone in the center of the room while the topic is being discussed and you will be called upon."
- B) Pledge of Allegiance
- C) Roll Call

**2) CONSENT AGENDA AND INFORMATIONAL REPORTS**

- A) Approval of Consent Agenda – Motion to Approve:
  - 1) Approval of Agenda for July 21, 2020
  - 2) Approval of Council Minutes, June 16, 2020
  - 3) Approval of Claims

**3) ORDINANCES and RESOLUTIONS**

- A) Ordinance 2069 – Repairs and Maintenance of Water Service Lines Outlining Property Owner's Responsibility

Motion to Introduce and Approve First Reading

- B) Resolution 7-20 (1) – Approving a Moratorium on Acting upon Applications for any Permits, Zoning Changes or Zoning Approvals for any Proposed Power Generation and Solar Plants and Associated Facilities

Motion to Approve and Adopt

**4) CURRENT BUSINESS**

- A) Approval of Tiburon Sub-Basin Phase 3 Interceptor Sewer Agreement and Regional Lift Station Project

- B) Approval of Subdivision Agreement, Sewer Connection Agreement and the HOA Maintenance Agreements for Harvest Hills Phase 2 (SID 337) Lots 66 – 166 and Outlots C-G
- C) Approval of Sewer Rate Reduction Request
  - 1) Tim Harvey at 11270 S. 200<sup>th</sup> Street
- D) Motion to Ratify all Actions taken by the Mayor and City Council of the City of Gretna during the City Council meetings of April 7, April 21, May 19, June 2, and June 16, 2020, which were held via Electronic and Telephone Conferences Pursuant to the Nebraska's Governor's Executive Orders No. 20-03 and No. 20-04
- E) Approval of Agreement with the Developer regarding Nebraska Crossing Drive Improvements
- F) Approval of Interlocal Agreement and Interceptor Sewer Connection and Wastewater Service Agreement between the City of Gretna and Tiburon Ridge Commercial Subdivision (SID 278) Lots 1-16 and Outlots A-H
- G) Approval of Downtown Streetscape Improvements – Compass Utility LLC
  - 1. Pay Request No. 4 \$246,369.15
  - 2. Change Order No. 1 – Time Extension
- H) Approval of Hidden Hollow and Harvest Hills (Phase 1) Water Main Improvements (SID 337) – Kersten Construction Inc.
  - 1. Pay Request No. 2 \$278,690.89
- I) Approval of Buffalo Creek Force Main Phase 2 (I-80 Undercrossing) and Phase 3 – TJ Osborn Construction Inc.
  - 1. Pay Request No. 3 \$231,908.40
  - 2. Change Order No. 2 – Time Extension
- J) Approval of Buffalo Creek Phase 3 Nebraska Crossing Pumping Station Standby Generator – NMC Cat Power Systems
  - 1. Change Order No. 1 – Time Extension
- K) Review Bids for the Capehart Road Paving, Sanitary Sewer, Storm Sewer and Water Main Improvements
  - 1. Award of Construction Contract No. 1 (Sanitary Sewer, Storm Sewer, Water Main) – Van Kirk Bros Contracting
  - 2. Award of Construction Contract No. 2 (Paving) – Compass Utility LLC
- L) Approval of Interlocal Agreement Amendment No 4 between the City of Gretna and the Rural Fire District

**5) ADJOURNMENT – Motion to Adjourn**

# City of Gretna, Nebraska

City Council

June 16, 2020

A meeting of the Gretna City Council was held on June 16, 2020. Mayor Timmerman announced that the meeting is conducted in compliance with the Nebraska Open Meetings Act and Governor Rickett's Executive Order No. 20-03 issued on March 17, 2020. A current copy of the Open Meetings Act can be accessed on the City of Gretna website, [www.gretnane.org](http://www.gretnane.org). The Mayor called the meeting to order. Present: Logan Herring, Angie Lauritsen, Bill Proctor, Jason Stahr. Notice of the meeting was given in advance thereof to the Mayor and City Council, published in the Gretna Breeze and posted in at least three Public places as shown by the Certificate of Posting Notice attached to these minutes. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the Public.

## CONSENT AGENDA AND INFORMATIONAL REPORTS

### Approval of Consent Agenda

- 1) Approval of Agenda for June 16, 2020
- 2) Approval of Council Minutes, June 2, 2020
- 3) Approval of Claims

## CLAIMS

Advncd Ofc ex 33.36; AKRS Equip ex 1,067.56; Bkr & Tylr ex 1,216.17; Big Rig Rpr ex 100.00; Blck Hls ex 484.94; Bobcat ex 115.85; B Barton ex 9.94; Crl Cnstrn ex 404.42; Cnta ex 129.49; Cmpss Utly ex 129,888.00; Cncrt Sply ex 3,108.50; Core & Main ex 25,654.00; Core Tech ex 517.50; Cox ex 474.17; Cllgn ex 126.10; CUSIP Glbl Srv ex 91.00; Dnk Emrg Equip ex 1,002.22; Dlphns Sgn ex 6,212.26; Feld Equip ex 300.80; Frmrs Un ex 331.38; Fstsgn ex 951.32; Frgsn Enter ex 13.40; Frst Ntl Bk ex 225.00; GDI ex 168,826.93; Grtn Ace ex 389.63; Grtn Gas & Lb ex 2,691.13; Grtn Pyrl ex 58,192.57; Grtn PO ex 120.00; Grtn Sml Eng ex 69.99; Grtn Wldg ex 150.00; Hrtfrd ex 342.83; H Jaconsen ex 75.00; Hotsy Equip ex 117.75; Hdoro Optmztn ex 3,235.00; J Harrison ex 28.00; Krstn Cnstrn ex 316,868.83; Lge of NE ex 325.00; Lowe's ex 411.92; Mrvn Plng Cnslt ex 1,000.00; Menards ex 183.48; Md-Amrn Bnfts ex 50.00; Mdwst Lab ex 616.55; Mdwst Turf & Irrgtn ex 482.93; Mitel ex 834.64; Mntmrn Lndscp ex 1,050.00; Muni Sply ex 10,729.01; Ashlnd Auto ex 547.71; NE Lib Comm ex 152.00; Nbtch Clbrtn ex 130.12; N Pierce ex 205.61; Occ Hlth Ctr ex 67.00; Off Dpt ex 596.91; Olm & Pry ex 6,320.00; OPPD ex 797.91; One Cl Cncpt ex 328.76; O'Reilly ex 226.65; Pap-Mis NRD ex 12,000.00; Pavers ex 2,737.80; Pinn Bnk ex 3,739.64; Prt-A-Jn ex 80.00; Prmr Undrgrnd ex 6,030.00; Quill ex 230.96; Sndry Fire Sply ex 22,051.00; Srgnt Drllng ex 2,841.17; Srpy Co Plng & Bldg ex 3,833.10; SHRM ex 219.00; Siteone Lndscp Sply ex 69.28; Strms Lwn Cr ex 1,130.00; Subrn News ex 257.70; T Pesek ex 75.00; Tdy-Up Clng Srv ex 1,015.00; T Seeba ex 2.25; Two Rvrs Pmpg ex 560.00; Ty's ex 1,602.46; Uline ex 55.49; UNUM Ins ex 181.25; VRBA Cnstrn ex 43,220.36; West-E-Con ex 530.60; Wstrn Oil ex 224.00; Yng & Wht ex 17,762.05; Total ex 869,069.35

Motion by Bill Proctor, seconded by Logan Herring to approve the consent agenda. Motion carried. Herring: Yea, Lauritsen: Yea, Proctor: Yea, Stahr: Yea. Yea: 4, Nay: 0

## PUBLIC HEARINGS

Timothy & Tammi Hall, 19906 Ash St., Gretna, NE 68028 request approval of a Conditional Use Permit to allow the internet sales of firearms on Lot 122 Covington Subdivision, Gretna NE 68028. Generally located north of Ash St and east of 200<sup>th</sup> St.

Staff comments were given by Dan Giittinger.

Applicant, Timothy Hall, gave an overview of his request and was available for questions. Mayor Timmerman opened the public hearing for comment. Hearing no comment, Mayor Timmerman closed the public hearing.

Motion by Angie Lauritsen, seconded by Jason Stahr to approve the conditional use permit for Timothy Hall. Motion carried. Herring: Yea, Lauritsen: Yea, Proctor: Yea, Stahr: Yea. Yea: 4, Nay: 0

### **ORDINANCES & RESOLUTIONS**

Ordinance 2066 - Rezoning the Harvest Hills Phase 2 Subdivision Lots 66 - 166 and Outlots C - G from a TA Transitional Agriculture Zoning District to an R-4 Highest Density Residential Zoning District

City Attorney Jeff Miller read the ordinance by title.

#### **Ordinance No. 2066**

An ordinance amending the Official Zoning Map of the City of Gretna, Nebraska from a TA Transitional Agriculture Zoning District to an R-4 Highest Density Residential Zoning District for land which is located in the west half of the southwest quarter of section 32, township 14 north, range 11 east of the 6<sup>th</sup> p.m., Sarpy County, Nebraska, which is being platted as the Harvest Hills Phase 2 Subdivision lots 66 through 166 and Outlots C through G.

Motion by Jason Stahr, seconded by Logan Herring to approve third reading of Ordinance 2066 and adopt. Motion carried. Herring: Yea, Lauritsen: Yea, Proctor: Yea, Stahr: Yea. Yea: 4, Nay: 0  
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Ordinance 2067 - Rezoning the Highland Pointe Subdivision Lots 152-195 and Outlot E from a TA Transitional Agriculture Zoning District to an R-3 High Density Residential Zoning District with a CO Corridor Overlay District

City Attorney Jeff Miller read the ordinance by title

#### **Ordinance No. 2067**

An ordinance of the City of Gretna, Nebraska, amending the Official Zoning Map of the City of Gretna from a TA Transitional Agriculture Zoning District with a CO Corridor Overlay District to an R-3 High Density Residential Zoning District with a CO Corridor Overlay District for land which is being platted as the Highland Pointe Subdivision Lots 152 through 195 and Outlot E.

City Attorney Jeff Miller read the ordinance by title

#### **Ordinance No. 2067**

An ordinance of the City of Gretna, Nebraska, amending the Official Zoning Map of the City of Gretna from a TA Transitional Agriculture Zoning District with a CO Corridor Overlay District to an R-3 High Density Residential Zoning District with a CO Corridor Overlay District for land which is being platted as the Highland Pointe Subdivision Lots 152 through 195 and Outlot E.

Motion by Logan Herring, seconded by Jason Stahr to approve third reading of Ordinance 2067 and adopt. Motion carried. Herring: Yea, Lauritsen: Yea, Proctor: Yea, Stahr: Yea. Yea: 4, Nay: 0  
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Resolution 6-20 (3) - Authorizing a City Electrical Inspector Position  
City Attorney Jeff Miller read the resolution by title

RESOLUTION NO. 6-20 (3)

A Resolution of the Mayor and City Council of the City of Gretna, Nebraska authorizing a City Staff Electrical Inspector

WHEREAS, it is desirable and serves the public interests and the interests of the City of Gretna and its citizens that the City establish a City staff position for a City Electrical Inspector who will inspect electrical installations for the City within the City's corporate limits and one mile extraterritorial zoning jurisdiction as may be amended and expanded.

Now, therefore, be it resolved by the Mayor and City Council of the City of Gretna that:

The City has established a City staff position for a City Electrical Inspector who will inspect electrical installations for the City within the City's corporate limits and one mile extraterritorial zoning jurisdiction as may be amended and expanded.

The City has hired an individual to serve in the City staff position of City Electrical Inspector who currently has an electrical contractor license and who will obtain the required State electrical inspector credentials within six months of his initial start date with the City.

The individual so hired to serve as the City Electrical Inspector will begin performing such inspections on July 1, 2020.

The City will continue to use the Electrical Inspector of Sarpy County as a backup electrical inspection agency on an as needed basis.

The above Resolution was approved by a vote of the City Council of the City of Gretna at a public meeting duly held in accordance with applicable law on the 16<sup>th</sup> day of June 2020.

Motion by Bill Proctor, seconded by Logan Herring to approve and adopt Resolution 6-20 (3). Motion carried. Herring: Yea, Lauritsen: Yea, Proctor: Yea, Stahr: Yea. Yea: 4, Nay: 0  
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Resolution 6-20 (4) - Requesting that Sarpy County Cede Zoning Jurisdiction over a Portion of the SW Quarter in Section 23, Township 13 North, Range 10 East being Platted as the Signal Hill Subdivision

City Attorney Jeff Miller read the resolution by title

Motion by Jason Stahr, seconded by Logan Herring to approve and adopt Resolution 6-20 (4). Motion carried. Herring: Yea, Lauritsen: Yea, Proctor: Yea, Stahr: Yea. Yea: 4, Nay: 0

**CURRENT BUSINESS**

Approval of Sewer Rate Reduction Request

1) Jeff Sichta at 19907 Hackberry Dr.

Motion by Jason Stahr, seconded by Logan Herring to approve the sewer rate reduction request for Jeff Sichta. Motion carried. Herring: Yea, Lauritsen: Yea, Proctor: Yea, Stahr: Yea. Yea: 4, Nay: 0

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Approval of Gretna Area Chamber of Commerce Event Reservation form and route for Cruise Parade on July 25, 2020

Motion by Angie Lauritsen, seconded by Jason Stahr to approve the Gretna Area Chamber of Commerce Event reservation form and route for the Cruise Parade on July 25, 2020. Motion carried. Herring: Yea, Lauritsen: Yea, Proctor: Yea, Stahr: Yea. Yea: 4, Nay: 0

#### **ADJOURNMENT**

Motion by Logan Herring, seconded by Angie Lauritsen Motion to adjourn. Motion carried. Herring: Yea, Lauritsen: Yea, Proctor: Yea, Stahr: Yea. Yea: 4, Nay: 0  
City Council minutes respectfully submitted by City Clerk Tammy Tisdall.

CITY OF GRETNA, NEBRASKA

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James W. Timmerman, Mayor

ATTEST:

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Tammy L. Tisdall, CMC  
City Clerk

Signature Page  
Gretna City Council Minutes  
6-16-20

**CITY OF GRETNA CLAIMS 07/07/20**

Vendor	Invoice Description	Amount
<b>Fund 01 GENERAL FUND</b>		
<i>Dept 00 GENERAL</i>		
ABE'S TRASH SERVICE, INC	ACCT #: 28826018 20804 CAPEHART RD	345.60
AFLAC	MONTHLY AFLAC INVOICE	772.50
ANGIE LAURITSEN	PARK RENTAL REFUND: 5/31 & 6/28	50.00
BLACK HILLS UTILITY HOLDING	ACCT# 7829898742: 204 N MCKENNA AVE #1	26.73
COX BUSINESS SERVICES	ACCT# 001 7210 017169701: 204 N MCKENNA AVE	565.77
JEFF KOOISTRA	MONTHLY STIPEND: JUNE 2020	300.00
JUDY KRAJICEK	CITY HALL MONTHLY CLEANING: JUNE 2020	600.00
LEAGUE OF NEBRASKA	2020 MIDWINTER CONFERENCE: A LAURITSEN / K KOOZE	607.00
LOWE'S COMPANIES, INC.	ELECTRICAL MATERIALS	228.49
MENARDS	CITY HALL SUPPLIES	201.02
METLIFE - GROUP BENEFITS	GROUP# 5953730: JULY 2020 PREMIUM	349.58
MID-AMERICAN BENEFITS, INC	COBRA ADMIN FEE: JULY 2020	50.00
O'KEEFE ELEVATOR CO	SERVICE CALL - ORDERED NEW PART	390.00
OLMSTED AND PERRY	CITY ENGINEERING SERVICES: PROJECT# 2020-004	10,262.50
OMAHA PUBLIC POWER DISTRICT	ACCT# 0623100080: 5/5/20 TO 6/8/20	275.49
OMAHA WORLD HERALD	ACCT# 668995 YEARLY SUBSCRIPTION	343.20
SARPY COUNTY TREASURER	HUMANE SERVICES - AUGUST 2020	37,080.00
SOLUTION ONE	CONTRACT# 500-0557851-000 MONTHLY LEASE (CITY H	267.89
THE HARTFORD	POLICY: OGL888662 LIFE INS: JULY 2020	79.94
VERIZON WIRELESS	ACCT# 985459814-00001	108.44
YOUNG & WHITE LAW OFFICES	GENERAL	8,681.10
	<b>Total For Dept 00 GENERAL</b>	\$ 61,585.25
<i>Dept 10 PARK</i>		
CINTAS	JANITORIAL SUPPLIES	10.36
CONCRETE SUPPLY	HUSKER DR	741.00
COX BUSINESS SERVICES	PW: ACCT# 001 7210 048116401: 20090 HUSKER DR	245.32
FASTSIGNS	COVID-19: SOCCER / BASEBALL RULES	544.90
GREAT PLAINS NURSERY	9 TREES	1,336.00
GRETNA SMALL ENGINE	ROPE STARTER #5.5	4.90
LOWE'S COMPANIES, INC.	PARK SUPPLIES	168.88
MENARDS	DUPLICATE PYMT INV 03384 AIR FILTERS / INSECT REPEL	(16.66)
METLIFE - GROUP BENEFITS	GROUP# 5953730: JULY 2020 PREMIUM	30.98
MIDWEST TURF & IRRIGATION	1 1/2" FEMALE NPT (4)	1,109.22
NAPA - ASHLAND AUTO SUPPLY	CABLE TIE: TENNIS NETS	7.69
OMAHA PUBLIC POWER DISTRICT	ACCT# 0450606810: 5/5/20 TO 6/8/20	310.69
REGAN ELECTRIC	PETERSON PARK PICNIC SHELTER	470.00
THE HARTFORD	POLICY: OGL888662 LIFE INS: JULY 2020	41.18
THE HOME DEPOT PRO	LYSOL DISINFECTANT	305.39
TY'S OUTDOOR POWER & SERVICE	HOTSY PARTS	119.78
VERIZON WIRELESS	ACCT# 985459814-00001	115.59
	<b>Total For Dept 10 PARK</b>	\$ 5,545.22
<i>Dept 15 POOL</i>		
BLACK HILLS UTILITY HOLDING	ACCT# 2571686113: 300 ANGUS ST - POOL	21.12
CENTURY LINK	402 332-3442 705: GRETNA SWIMMING POOL	68.71

Vendor	Invoice Description	Amount
OMAHA PUBLIC POWER DISTRICT	ACCT# 4086320644: 5/5/20 TO 6/8/20	46.21
	<b>Total For Dept 15 POOL</b>	<b>\$ 136.04</b>
<b>Dept 25 LIBRARY</b>		
ABE'S TRASH SERVICE, INC	ACCT #: 28826001	80.00
ADVANTAGE SEEDING & SPRINKLERS	REPAIR SPRINKLERS @ MAIN LIBRARY	720.00
BAKER & TAYLOR BOOKS	LIB: BOOKS - ADULT ACCOUNT	439.72
CENTER POINT LARGE PRINT	LIB: LARGE PRINT BOOKS	86.88
CORE TECHNOLOGIES, INC	LIB: MONTHLY BILLING - JUNE 2020	736.00
COX BUSINESS SERVICES	LIB: ACCT# 001 7210 017676401 736 SOUTH ST	224.44
JUDY KRAJICEK	LIB: CLEANING MAY 2020	900.00
METLIFE - GROUP BENEFITS	GROUP# 5953730: JULY 2020 PREMIUM	30.98
MITEL	LIB: ACCT# 24433 6/1/20 - 6/30/20 & 7/1/20 - 7/31/20	576.23
OMAHA PUBLIC POWER DISTRICT	LIB: ACCT# 6793100090: 5/5/20 TO 6/8/20	314.76
THE HARTFORD	POLICY: OGL888662 LIFE INS: JULY 2020	48.61
WELLS FARGO FINANCIAL	LIB: ACCT# 603-0204317-000 MONTHLY COPIER LEASES	364.00
	<b>Total For Dept 25 LIBRARY</b>	<b>\$ 4,521.62</b>
<b>Dept 30 FIRE</b>		
ABE'S TRASH SERVICE, INC	FD: ACCT# 60517300 10309 S 168TH ST	134.67
BESTCO SERVICES	FD: HOT JOINT SEALANT	5,925.00
CHI HEALTH	FD: ACCT# 620460 W ZELENY	334.40
COX BUSINESS SERVICES	FD: ACCT# 001 7210 017244901 11175 S 204TH ST	662.61
DANKO EMERGENCY EQUIPMENT	FD: 5" STORZ SUCTION GASKET	110.25
DEARBORN NATIONAL LIFE INS CO	FD: LIFE INS JULY 2020	580.92
ED M FELD EQUIPMENT CO, INC	FD: 3 LIFT BAG SET / SIR LIFTING BAG	2,759.00
EMERALD LAWN & LANDSCAPE	FD: 11175 S. 204TH ST SPRINKLER REPAIRS	290.00
FLUENT IMS	FD: 60 MEMBER ANNUAL SUBSCRIPTION / ANNUAL HAR	1,400.00
INDOOR CLIMATE SOLUTIONS	FD: REPLACED BLOWER MOTOER IN A/C	531.00
METROPOLITAN UTILITIES	FD: ACCT# 112000294596 10309 S 168TH ST BLD SPKLR	248.27
MILLARD ELECTRIC CO., INC	FD: CONVERTED FIXTURES TO LED & REPAIRED SOME	5,000.00
NMC, INC	FD: 204TH & NE 370 PM3 SERVICE ON GENERATOR	1,592.00
NORTH CENTRAL AMBULANCE SALES & SER	FD: RUB RAIL	289.33
PHYSICIANS LABORATORY SERVICES	FD: IMMUNIZATION PANELS: W ZELENY	300.00
POMP'S TIRE SERVICES, INC	FD: RESCUE 1: FLAT REPAIR	48.00
SANDRY FIRE SUPPLY	FD: BOOTS	1,275.00
SHUPE GARDEN CARE	FD: SPRING CLEANUP / MULCH	590.00
TRUCK CENTER COMPANIES	FD: '02 FIRETRUCK SERVICE / REPAIR	2,133.57
WEX BANK	FD: ACCT# 0496-00-144568-3 JUNE 2020 FUEL PURCHASE	160.95
	<b>Total For Dept 30 FIRE</b>	<b>\$ 24,364.97</b>
<b>Dept 35 BUILDING/ZONING</b>		
CORE TECHNOLOGIES, INC	MONTHLY BILLING: JUNE 2020	9,499.06
DIGITAL EXPRESS	PERMITS & INSPECTIONS LABELS	205.04
MARVIN PLANNING CONSULTANTS, INC.	COMP PLAN & ZONING UPDATES	1,000.00
METLIFE - GROUP BENEFITS	GROUP# 5953730: JULY 2020 PREMIUM	30.98
OCCUPATIONAL HEALTH CENTER	NEW HIRE SCREENING	67.00
OLMSTED AND PERRY	CITY ENGINEERING SERVICES: PROJECT# 2020-004	8,097.05
PAPIO-MISSOURI NRD	INTERLOCAL: PAPILLION CREEK WATERSHED PARTNERSH	5,700.00
REGAN ELECTRIC	PLANNING ROOM SWITCH	305.00

Vendor	Invoice Description	Amount
SARAH SEAWALL	REFUND: CURB-STOP REPAIR	100.00
SARPY COUNTY PLANNING & BLDG D	JUNE 2020 INSPECTION SERVICES	3,903.10
SOLUTION ONE	CONTRACT# 500-0557851-000 MONTHLY LEASE (CITY H/	267.89
THE HARTFORD	POLICY: OGL888662 LIFE INS: JULY 2020	52.00
VERIZON WIRELESS	ACCT# 985459814-00001	213.55
	<b>Total For Dept 35 BUILDING/ZONING</b>	<b>\$ 29,440.67</b>
<b>Fund 02 STREET</b>		
<b>Dept 00 GENERAL</b>		
METLIFE - GROUP BENEFITS	GROUP# 5953730: JULY 2020 PREMIUM	76.40
	<b>Total For Dept 00 GENERAL</b>	<b>\$ 76.40</b>
<b>Dept 05 STREET</b>		
CARROLL CONSTRUCTION SUPPLY	WHEELBARROW	312.88
CONCRETE SUPPLY	HUSKER DR TO SELF STORAGE BLDG	1,648.25
COX BUSINESS SERVICES	PW: ACCT# 001 7210 048116401: 20090 HUSKER DR	245.32
CULLIGAN OF LINCOLN	REPAIR TO ICE MACHINE @ PUBLIC WORKS	173.90
METLIFE - GROUP BENEFITS	GROUP# 5953730: JULY 2020 PREMIUM	30.98
MIDWEST TURF & IRRIGATION	INSERT PLUG 3/4" (7)	16.73
NAPA - ASHLAND AUTO SUPPLY	PARTS FOR WATER TANK PUMP	65.96
OMAHA PUBLIC POWER DISTRICT	ACCT# 3053000090: 5/5/20 TO 6/8/20	13,130.92
THE HARTFORD	POLICY: OGL888662 LIFE INS: JULY 2020	42.21
TY'S OUTDOOR POWER & SERVICE	HAND PRUNER / RIDER PLATE KIT / SAW BLADE	67.97
VERIZON WIRELESS	ACCT# 985459814-00001	136.23
	<b>Total For Dept 05 STREET</b>	<b>\$ 15,871.35</b>
<b>Fund 03 WATER</b>		
<b>Dept 00 GENERAL</b>		
JAMES D JOHNSON	REFUND: OVERPYMNT ON ACCT (ELECTRONIC)	1,247.23
METLIFE - GROUP BENEFITS	GROUP# 5953730: JULY 2020 PREMIUM	17.70
	<b>Total For Dept 00 GENERAL</b>	<b>\$ 1,264.93</b>
<b>Dept 40 WATER</b>		
AQUA-CHEM, INC.	WATER CHEMICALS	1,321.28
BLACK HILLS UTILITY HOLDING	ACCT# 9431537916: 204 N MCKENNA AVE	81.31
CONCRETE SUPPLY	WESTPLAINS & MCKENNA AVE	1,269.50
CORE & MAIN LP	WATER METERS	596.00
COX BUSINESS SERVICES	PW: ACCT# 001 7210 048116401: 20090 HUSKER DR	245.33
KERSTEN CONSTRUCTION INC	HIDDEN HOLLOW & HARVEST HILLS (PHASE I) WATER MA	278,690.89
MENARDS	LADDERS	179.85
METLIFE - GROUP BENEFITS	GROUP# 5953730: JULY 2020 PREMIUM	30.98
MUNICIPAL SUPPLY, INC.	WATER SUPPLIES	1,019.06
NE PUBLIC HEALTH ENVIRONMENT	ACCT# 597796 WATER TESTING: MAY 2020	1,339.00
OLMSTED AND PERRY	DOWNTOWN STREETScape IMPROVEMENTS: PROJECT#	19,605.20
OMAHA PUBLIC POWER DISTRICT	ACCT# 6943100041: 5/5/20 TO 6/8/20	7,515.85
ONE CALL CONCEPTS, INC.	447 LOCATES: JUNE 2020	378.77
SOLUTION ONE	CONTRACT# 500-0579854-000 MONTHLY LEASE (PUBLIC	244.63
THE HARTFORD	POLICY: OGL888662 LIFE INS: JULY 2020	27.13
USA BLUE BOOK	HYDRANT ADAPTER	156.83
VERIZON WIRELESS	ACCT# 985459814-00001	257.55
	<b>Total For Dept 40 WATER</b>	<b>\$ 312,959.16</b>

Vendor	Invoice Description	Amount
<b>Dept 45 SEWER</b>		
A & M PUMPING SERVICE	PUMPED 2 LOADS OF SLUDGE	590.00
ABE'S TRASH SERVICE, INC	ACCT #: 28826001	361.00
BLACK HILLS UTILITY HOLDING	ACCT# 7757344605: 20090 HUSKER DR	84.38
CENTURY LINK	402 332-3104 007: WASTE WATER DIALER	297.77
CONCRETE SUPPLY	HUSKER DR	634.75
COX BUSINESS SERVICES	PW: ACCT# 001 7210 048116401: 20090 HUSKER DR	245.33
LOWE'S COMPANIES, INC.	SEWER SUPPLIES	208.05
MALLOY ELECTRIC	REPAIRS	6,400.00
NAPA - ASHLAND AUTO SUPPLY	R13A SUBZ SYNTHETIC	51.48
OMAHA PUBLIC POWER DISTRICT	ACCT# 6943100041: 5/5/20 TO 6/8/20	4,275.36
T.J. OSBORN CONSTRUCTION, INC.	BUFFALO CREEK FORCE MAIN PHASE 2, I-80 UNDERCROSSING	231,908.40
THE HARTFORD	POLICY: OGL888662 LIFE INS: JULY 2020	39.28
USA BLUE BOOK	(10) BOXES GLOVES	216.58
VERIZON WIRELESS	ACCT# 985459814-00001	151.88
WEST-E-CON	186TH LIFT STATION: INSTALLED REBUILT PUMP & NEW	1,617.60
ZEE MEDICAL SERVICE, INC	RESTOCK FIRST AIDE CABINETS	117.85
	<b>Total For Dept 45 SEWER</b>	<b>\$ 247,199.71</b>
<b>Payroll</b>		
Payroll & Taxes	Regular Payroll	61,353.09
	<b>Total Payroll</b>	<b>\$ 61,353.09</b>
	<b>*** GRAND TOTAL ***</b>	<b>\$ 764,318.41</b>

**CITY OF GRETNA CLAIMS 07/21/20**

Vendor	Invoice Description	Amount
<b>Fund 01 GENERAL FUND</b>		
<i>Dept 00 GENERAL</i>		
CULLIGAN OF OMAHA	WATER / DELIVERY / EQUIPMENT: JUNE 2020	94.10
GOOSEMAN LAW FIRM, P.L.C.	SERVICES RENDERED THRU 6/30/20	1,508.00
GOVERNMENT FINANCE OFFICERS ASSOC	ID: 300246177 3/1/20 - 2/29/21	160.00
LISA NELSON	REFUND: HALL RENTAL, RECEIPT 54114	75.00
MENARDS	SANDSTONE / BLACK	(62.65)
MITEL	ACCT# 20580 8/1/20 - 8/31/20	159.34
MUNICIPAL CODE SERVICES	CODE UPDATES: ORD 2039, 2040, 2046, 2058	340.00
OMAHA PUBLIC POWER DISTRICT	ACCT# 0623100080: 6/8/20 TO 7/8/20	448.44
PINNACLE BANK	ACCT# 5478: JUNE 2020 PURCHASES	733.61
QUILL CORPORATION	OFFICE SUPPLIES	132.92
SECURITY EQUIPMENT INC	SERVICE AGREEMENT: 8/1/20 TO 7/31/21 CITY HALL	600.00
SOLUTION ONE	CONTRACT# 500-0557851-000 MONTHLY LEASE (CITY HALL COPIERS)	375.29
SUBURBAN NEWSPAPERS, INC	CC MTG MINUTES 6/2/20	411.70
UNUM LIFE INSURANCE CO OF AMERICA	VISION INSURANCE: AUGUST 2020	40.25
YOUNG & WHITE LAW OFFICES	GENERAL / NE CROSSING / SENIOR LIVING / BATIS DEVELOPMENT / GLEN RIDGE	9,011.75
	<b>Total For Dept 00 GENERAL</b>	\$ 14,027.75
<i>Dept 10 PARK</i>		
FASTSIGNS	COVID YARD SIGNS	75.83
GRETNA GAS AND LUBE	ACCT# GRECI: JUNE 2020 FUEL PURCHASES	701.36
HOTSY EQUIPMENT CO.	SERVICED UNIT	453.38
HUGHES MULCH PRODUCTS	SEMI CHOCOLATE MULCH	1,490.00
MITEL	ACCT# 20580 8/1/20 - 8/31/20	122.86
OCCUPATIONAL HEALTH CENTER	NEW HIRE SCREENING	67.00
OMAHA PUBLIC POWER DISTRICT	ACCT# 0450606810: 6/8/20 TO 7/8/20	327.42
PINNACLE BANK	ACCT# 5486: JUNE 2020 PURCHASES	379.22
PORT-A-JOHNS	RENTAL: 20501 ANUGS RD - JUNE 2020	80.00
RAKA	PERFORM MAINTENANCE ON LIFT TRUCK	147.67
SHERWIN-WILLIAMS CO	PAINT FOR PARKING STALLS	1,136.58
SITEONE LANDSCAPE SUPPLY, LLC	LEO ROYAL: GRASS SEED / INSECTICIDE	2,020.33
UNUM LIFE INSURANCE CO OF AMERICA	VISION INSURANCE: AUGUST 2020	17.55
WESTERN OIL II, LLC	ACCT# 10415 JUNE 2020 FUEL PURCHASES	135.86
	<b>Total For Dept 10 PARK</b>	\$ 7,155.06
<i>Dept 15 POOL</i>		
OMAHA PUBLIC POWER DISTRICT	ACCT# 4086320644: 6/8/20 TO 7/8/20	47.13
	<b>Total For Dept 15 POOL</b>	\$ 47.13
<i>Dept 25 LIBRARY</i>		
ADVANCED OFFICE AUTOMATION	LIB: S/N: VLR7701516 ID# 4027 MONTHLY COPIES - MAIN LIBRARY	23.85
AMERICAN LIBRARY ASSOCIATION	LIB: MEMBER# 0136351 9/1/20 - 8/31/21 DUES	175.00
ASHLEY SUEY	LIB: ADULT SUMMER LEARNING INCENTIVES	46.75
BAKER & TAYLOR BOOKS	LIB: BOOKS - ADULT ACCOUNT	838.83
BLACK HILLS UTILITY HOLDING	LIB: ACCT# 9432235077: 736 SOUTH ST	41.14
COX BUSINESS SERVICES	LIB: ACCT# 001 7210 017136004 119 N MCKENNA AVE	142.40
DEMCO, INC.	LIB: NON-GLARE LABEL PROTECTORS	173.69
DIANE COX	LIB: SUMMER READING PROGRAM: 45 MIN RECORDED PROGRAM	125.00
MITEL	LIB: ACCT# 24433 8/1/20 - 8/31/20	283.40
OFFICE DEPOT BUSINESS CREDIT	LIB: ACCT# 6011565610009199 JUNE 2020 PURCHASES	142.60
OVERDRIVE	LIB: EBOOKS	172.12
PINNACLE BANK	ACCT# 9129: JUNE 2020 PURCHASES	220.73
SUBURBAN NEWSPAPERS, INC	LIB BOARD MTG 6/22/20	11.61
UNUM LIFE INSURANCE CO OF AMERICA	VISION INSURANCE: AUGUST 2020	11.70
WILDLIFE ENCOUNTERS	LIB: SUMMER READING PROGRAM: 7/24/20	195.00
	<b>Total For Dept 25 LIBRARY</b>	\$ 2,603.82

Vendor	Invoice Description	Amount
<b>Dept 30 FIRE</b>		
BLACK HILLS UTILITY HOLDING	FD: ACCT# 0615434184 11175 S 204TH ST / 10309 S 168TH ST	94.99
DANKO EMERGENCY EQUIPMENT	FD: HIGH PRESSURE HOSE (12)	6,037.51
ED M FELD EQUIPMENT CO, INC	FD: REPAIR CYLINDER DOCKING SWITCH	107.40
FARMERS UNION COOP	FD: ACCT# GREFI JUNE 2020 PURCHASES	299.88
HUSKER DIESEL	FD: 2011 F350 SERVICE	719.76
MCKINNEY'S FOOD CENTER	FD: ACCT# 3324592 JUNE 2020 PURCHASES	35.92
METROPOLITAN UTILITIES	FD: ACCT# 112000294596 10309 S 168TH ST BLD SPKLR	404.53
NAPA - ASHLAND AUTO SUPPLY	FD: ACCT# 3336 JUNE 2020 PURCHASES	77.95
NICK PIERCE	FD: PROCESSOR FOR SPEAKERS @ DIST 2	768.22
OMAHA PUBLIC POWER DISTRICT	FD: ACCT# 1095542808: 5/5/20 TO 6/8/20	991.20
OMAHA WORLD HERALD	FD: GRETNA RURAL FIRE MTG 6/15/20	9.15
PINNACLE BANK OF GRETNA	FD: JUNE 2020 PURCHASES	417.35
ROLL DOOR INC	FD: REPAIR DOOR	119.00
	<b>Total For Dept 30 FIRE</b>	<b>\$ 10,082.86</b>
<b>Dept 35 BUILDING/ZONING</b>		
GRETNA GAS AND LUBE	ACCT# GRECI: JUNE 2020 FUEL PURCHASES	51.66
IAEI CERTIFICATION DEPARTMENT	J WALLIN ELECTRICAL INSPECTOR CERTIFICATION PROGRAM	325.00
JDW MIDWEST, LLC	JUN 2020 PLAN REVIEW SERVICES	1,500.00
MITEL	ACCT# 20580 8/1/20 - 8/31/20	109.37
PINNACLE BANK	ACCT# 9129: JUNE 2020 PURCHASES	435.64
QUILL CORPORATION	OFFICE SUPPLIES	228.97
SOLUTION ONE	CONTRACT# 500-0557851-000 MONTHLY LEASE (CITY HALL COPIERS)	375.30
SUBURBAN NEWSPAPERS, INC	PLNG COMM MTG NOTICE 6/23/20	31.98
UNUM LIFE INSURANCE CO OF AMERICA	VISION INSURANCE: AUGUST 2020	17.55
WESTERN OIL II, LLC	ACCT# 10415 JUNE 2020 FUEL PURCHASES	155.34
	<b>Total For Dept 35 BUILDING/ZONING</b>	<b>\$ 3,230.81</b>
<b>Fund 02 STREET</b>		
<b>Dept 00 GENERAL</b>		
UNUM LIFE INSURANCE CO OF AMERICA	VISION INSURANCE: AUGUST 2020	14.80
	<b>Total For Dept 00 GENERAL</b>	<b>\$ 14.80</b>
<b>Dept 05 STREET</b>		
CARROLL CONSTRUCTION SUPPLY	D-HANDLE DRAIN SPADE	68.01
CINTAS	JANITORIAL SUPPLIES	125.24
CONCRETE SUPPLY	204 MCKENNA AVE	195.50
GRETNA GAS AND LUBE	ACCT# GRECI: JUNE 2020 FUEL PURCHASES	1,395.78
HOTSY EQUIPMENT CO.	PRESSURE WASHER REPAIR	355.15
MAPA	20SRPY01 - I-80 INTERCHANGE PLANNING & ENVIRO LINK (PEL) STUDY	69,450.00
MICHELLE D GILLILAND	PUBLIC WORKS BLDG: CLEANING JUNE 2020	440.00
MITEL	ACCT# 20580 8/1/20 - 8/31/20	125.49
MONTEMARANO LANDSCAPE	WEEDING SHRUB BEDS: 6/9/20 HWY 370 2ND MEDIAN	1,050.00
OMAHA PUBLIC POWER DISTRICT	ACCT# 3053000090: 6/8/20 TO 7/8/20	13,403.03
PINNACLE BANK	ACCT# 5486: JUNE 2020 PURCHASES	546.48
UNUM LIFE INSURANCE CO OF AMERICA	VISION INSURANCE: AUGUST 2020	17.57
	<b>Total For Dept 05 STREET</b>	<b>\$ 87,172.25</b>
<b>Fund 03 WATER</b>		
<b>Dept 00 GENERAL</b>		
JONESY BOY LLC-LL	UB refund for account: 2763003	28.62
UNUM LIFE INSURANCE CO OF AMERICA	VISION INSURANCE: AUGUST 2020	32.58
	<b>Total For Dept 00 GENERAL</b>	<b>\$ 61.20</b>
<b>Dept 40 WATER</b>		
AQUA-CHEM, INC.	WATER CHEMICALS	1,047.48
GRETNA GAS AND LUBE	ACCT# GRECI: JUNE 2020 FUEL PURCHASES	699.45

Vendor	Invoice Description	Amount
JEREMY FEDDE	BACKFLOW CLASS 7/13 - 7/17	95.00
JOSEPH GREEN	BACKFLOW CLASS 7/13 - 7/17	95.00
KRIS FARIS	AMAZON REIMBURSEMENT: HARD HAT / FLASHLIGHT	140.43
MC2 INC	FORCEFLOW	5,306.28
MIDWEST LABORATORIES, INC.	WATER TESTING: JUNE 2020	220.80
MITEL	ACCT# 20580 8/1/20 - 8/31/20	158.34
MUNICIPAL SUPPLY, INC.	WATER SUPPLIES	488.23
NE PUBLIC HEALTH ENVIRONMENT	ACCT# 597796 WATER TESTING	1,610.40
NE RURAL WATER ASSOCIATION	2020 MEMBERSHIP DUES	750.00
NMC, INC	PM1 INSPECTION ON GENERATOR	1,948.00
OLMSTED AND PERRY	SID# 337 (HARVEST HILLS) WATER IMPROVEMENTS PHASE 1: PROJECT# 19034	31,215.00
OMAHA PUBLIC POWER DISTRICT	ACCT# 6943100041: 6/8/20 TO 7/8/20	13,876.31
PINNACLE BANK	ACCT# 5486: JUNE 2020 PURCHASES	407.38
SARGENT DRILLING	WELL #8: SERVICE	936.55
SOLUTION ONE	CONTRACT# 500-0579854-000 MONTHLY LEASE (PUBLIC WORKS)	267.23
UNUM LIFE INSURANCE CO OF AMERICA	VISION INSURANCE: AUGUST 2020	11.70
USA BLUE BOOK	WATER SUPPLIES	559.97
WESTERN OIL II, LLC	ACCT# 10415 JUNE 2020 FUEL PURCHASES	104.36
	<b>Total For Dept 40 WATER</b>	\$ 59,937.91
<b>Dept 45 SEWER</b>		
CORE & MAIN LP	WATER METERS	8,992.50
GRETNA GAS AND LUBE	ACCT# GRECI: JUNE 2020 FUEL PURCHASES	24.00
MIDWEST LABORATORIES, INC.	NE CROSSING WATER TESTING JUNE 2020	110.49
MITEL	ACCT# 20580 8/1/20 - 8/31/20	159.24
OMAHA PUBLIC POWER DISTRICT	ACCT# 6943100041: 6/8/20 TO 7/8/20	3,902.05
PINNACLE BANK	ACCT# 5486: JUNE 2020 PURCHASES	155.76
TREKK DESIGN GROUP, LLC	4/30/20: ASPEN CREEK LIFT STATION: JETVAC	1,020.66
UNUM LIFE INSURANCE CO OF AMERICA	VISION INSURANCE: AUGUST 2020	17.55
	<b>Total For Dept 45 SEWER</b>	\$ 14,382.25
<b>Fund 08 KENO FUND</b>		
<b>Dept 08 KENO</b>		
NE DEPT OF REVENUE - KENO	APR - JUN 2020 TAX PERIOD	2,200.00
	<b>Total For Dept 08 KENO</b>	\$ 2,200.00
<b>Payroll</b>		
Payroll & Taxes	Regular Payroll	69,027.84
	<b>Total Payroll</b>	\$ 69,027.84
<b>*** GRAND TOTAL ***</b>		<b>\$ 269,943.68</b>

## CITY OF GRETNA, NEBRASKA

### ORDINANCE NO. 206~~98~~

AN ORDINANCE OF THE CITY OF GRETNA, NEBRASKA AMENDING SECTION 7-109 OF ARTICLE 1 OF CHAPTER 7 OF THE CITY OF GRETNA MUNICIPAL CODE REGARDING REPAIRS AND MAINTENANCE OF WATER UTILITIES; TO DECLARE A TIME WHEN THIS ORDINANCE SHALL TAKE FULL FORCE AND EFFECT; AND TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH.

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

Section 1. Section 7-109 of Article 1 of Chapter 7 of the Municipal Code of the City of Gretna regarding repairs and maintenance of water utilities is hereby amended so as to provide as follows:

#### **SECTION 7-109: REPAIRS AND MAINTENANCE**

A. The customer at his/her own expense shall replace and keep in repair all service and supply pipes from the main to the place of dispersement. When leaks occur in service or supply pipes, the utility superintendent shall shut off water service until the leak is repaired by the customer at the expense of the customer and to the satisfaction of the utility superintendent. In the event of an emergency the City may make the required emergency repairs to such service or supply pipes and the utility superintendent shall invoice and collect from the customer the cost of such emergency repairs including an administrative cost of ten percent.

B. The customer at his/her own expense shall replace and keep in repair and good working order and easily accessible, the shut-off, stop box or curb cock. When a shut-off, stop box or curb cock is not kept in repair, good working order, and/or easily accessible, the utility superintendent shall give notice by first-class mail or in person to the customer to replace or repair the same at the customer's expense. If notice is given by first-class mail, such mail shall be conspicuously marked as to its importance. If such replacement or repairs are not made by the customer to the satisfaction of the utility superintendent within ten days, weekends and holidays excluded, after notice is sent or given, then the City shall make the required replacement or repair and the utility superintendent shall invoice and collect from the customer the cost of such replacement or repair including an administrative cost of ten percent.

C. All water meters shall be kept in repair or replaced by the City at the expense of the City. When meters are worn out, they shall be replaced and reset by the City at the expense of the City; provided, that if the customer permits or allows a water meter to be damaged, injured, or destroyed through his/her own recklessness, carelessness, or neglect so that the meter must be repaired or replaced, the utility superintendent shall bill/invoice and collect from the customer the cost of such meter repair or replacement in the same manner as water rent is collected including

an administrative cost of ten percent. Permitting a water meter to be damaged or destroyed by freezing shall always be considered negligence on the part of the customer.

D. All meters shall be tested at the customer's request at his/her expense any reasonable number of times; provided, that if the test shows the water meter to be running 2% or more fast, the expense of such test shall be borne by the City. All meters will be visually read and inspected for maintenance semi-annually in the months of March and November. The City reserves the right to test any water service meter at any time, and if said meter is found to be beyond repair the City shall always have the right to place a new meter on the customer's water service fixtures at its expense. Should a consumer's meter fail to register properly, the customer shall be charged for water during the time the meter is out of repair on the basis of the quarterly consumption during the same quarter of the preceding year; provided, that if no such basis for comparison exists, the customer shall be charged such amount as may be reasonably fixed by the utility superintendent.

E. All City repair or replacement costs invoiced to customers in accordance with Subsections (A), (B) and (C) of this Section 7-109, shall become delinquent as stated in such invoices and when so delinquent shall, in addition to all other remedies including but not limited to collection proceedings or the commencement of disconnection procedures in compliance with Section 7-301, become a lien upon the subject real estate and enforceable as provided in Section 7-112.

F. It shall be unlawful for any person to tamper with any water main, shut-off, supply pipe, service pipe, or water meter, or by any means or device to divert water from the service pipe so that the same shall not pass through said meter, or while passing through said meter, to cause the same to register inaccurately.

Section 2. The previous Section 7-109 of Article 1 of Chapter 7 of the Municipal Code of the City of Gretna is hereby repealed, and the foregoing Section 1 of this Ordinance shall be codified in the City of Gretna Municipal Code as Section 7-109 of Article 1 of Chapter 7.

Section 3. This Ordinance shall be in full force and take effect after its passage, approval, and publication as provided by law.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

Attest:

CITY OF GRETNA, NEBRASKA

\_\_\_\_\_  
Tammy L. Tisdall, City Clerk, CMC

\_\_\_\_\_  
James W. Timmerman, Mayor

**CITY OF GRETNA  
CITY COUNCIL**

**RESOLUTION NO. 7-20 (1)**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GRETNA, NEBRASKA, APPROVING A MORATORIUM ON ACTING UPON APPLICATIONS FOR ANY PERMITS, ZONING CHANGES, OR ZONING APPROVALS FOR ANY PROPOSED POWER GENERATION AND SOLAR PLANTS AND ASSOCIATED FACILITIES.

WHEREAS, there has been discussions concerning the location and impact of power generation and solar plants and associated facilities within and/or near the City's future growth area and extraterritorial zoning jurisdiction; and

WHEREAS, power generation and solar plants and their associated facilities could have significant impacts to the City regarding air pollution, emissions, visual impacts, noise impacts, stormwater management, and potential for fire, explosion, spills or discharges of pollutants to water; and

WHEREAS, the City's current regulations regarding power generation and solar plants and associated facilities need to be updated and amended, especially regarding the appropriate locations of such facilities, the identified impact of such facilities on the public health, safety and welfare of the community, the processes in place for controlling and minimizing such impacts on the community, the City's ability to assure the safety of such facilities, and the encouragement of appropriately located and designed facilities; and

WHEREAS, the City wishes to more effectively protect the health, safety and welfare of the community, and to encourage appropriately located and designed power generation and solar plants and associated facilities, by reviewing and amending Gretna City Code provisions regarding such power generation and solar plants and associated facilities; and

WHEREAS, it is currently expected that a reasonable time for the City to complete its aforementioned review, and for the City to enact any required legislation resulting therefrom, is deemed to be from July 22, 2020, until October 31, 2020, or until the effective date of a Gretna City Ordinance addressing power generation and solar plants and associated facilities, whichever first occurs ("Update Period"); and

WHEREAS, the City has determined that it would be in the best interests of its citizens and in the best interests of the public health, safety and welfare of the community to place a moratorium on acting upon applications for any permits, zoning changes, or zoning approvals regarding proposed power generation and solar plants and associated facilities throughout the Update Period; and

WHEREAS, to the City's knowledge, there are no pending applications for such as of July 21, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GRETNA, NEBRASKA, THAT:

The Mayor and the City Council of the City of Gretna hereby approve a moratorium on acting upon applications for any permits, zoning changes, or zoning approvals regarding proposed power generation and solar plants and associated facilities throughout the Update Period ending on October 31, 2020, or on the effective date of a Gretna City Ordinance addressing power generation and solar plants and associated facilities, whichever first occurs.

The Mayor, City Administrator, City Attorney, or their designee is charged with the enforcement of the moratorium.

PASSED AND APPROVED this 21<sup>st</sup> day of July, 2020.

CITY OF GRETNA, NEBRASKA

BY: \_\_\_\_\_  
JAMES W. TIMMERMAN, Mayor

ATTEST:

\_\_\_\_\_  
Tammy L. Tisdall, City Clerk, CMC

**SUBDIVISION AGREEMENT**  
**HARVEST HILLS PHASE 2 SUBDIVISION**  
**LOTS 66 THROUGH 166 AND OUTLOTS C THROUGH G**

**THIS SUBDIVISION AGREEMENT** is made and entered into on this 7th day of July, 2020, by and between 192 and 370, LLC, a Nebraska limited liability company (hereinafter referred to as the “Subdivider”), and SANITARY AND IMPROVEMENT DISTRICT NO. 337 OF SARPY COUNTY, NEBRASKA, a political subdivision of the State of Nebraska (hereinafter referred to as the “District”), and the CITY OF GRETNA, NEBRASKA, a municipal corporation in the State of Nebraska (hereinafter referred to as the “City”).

**WITNESSETH:**

**WHEREAS**, the Subdivider is the owner of the land included within the proposed plat of the Harvest Hills Phase 2 Subdivision, Lots 66 through 166 and Outlots C through G, which is attached hereto as Exhibit “A”, which parcel of land (hereinafter referred to as the “area to be developed”) is outside the corporate limits of the City but within the City’s zoning and platting jurisdiction; and

**WHEREAS**, the area to be developed is included within the boundaries of the District as shown on the District boundary drawing which is attached hereto as Exhibit “B”; and

**WHEREAS**, the District is a sanitary and improvement district which was previously created by the owner of all of the land within the boundaries of the District; and

**WHEREAS**, the Subdivider and the District propose that the District will build public improvements in the area to be developed or serving the area to be developed; and

**WHEREAS**, the Subdivider and the District wish to connect the system of sanitary sewers to be constructed by the District within the area to be developed or serving the area to be developed to the sanitary sewer system of the City; and

**WHEREAS**, the Subdivider and the District wish to connect the water system to be constructed by the City within the area to be developed to the water system of the City; and

**WHEREAS**, the Subdivider, the District, and the City, wish to agree upon the manner and the extent to which public funds may be expended in connection with public improvements to be constructed within the District and within the area to be developed or serving the District or the area to be developed, and the extent to which the contemplated public improvements specially benefit property in the District and in the area to be developed, and to what extent the cost of the same shall be specially assessed.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**I.**

For the purpose of this Subdivision Agreement the following words and phrases shall have the following meanings:

- A. The “cost” or “entire cost” of a type of improvement shall mean all construction costs, engineering fees, attorney fees, testing expenses, publication costs, financing costs, and miscellaneous costs. In this regard, financing costs shall include all fiscal agent warrant fees and bond fees, and interest on warrants to the date of the levy of special assessments. The date of levy of special assessments shall mean within six (6) months after acceptance of the improvement by the Board of Trustees of the District.
- B. “Property benefitted” shall mean property within the District which constitute building sites, including any unplatted property and any previously platted property.
- C. “Street intersections” and “extra-width paving” shall mean the areas shown on the paving plan which is attached hereto as Exhibit “C”.
- D. “General obligation” shall mean unassessable capital costs.
- E. “Soft Costs” shall mean legal fees, engineering fees, fiscal agent fees, and testing expenses, exclusive of interest and fees paid to the City.

**II.**

The District covenants that it shall provide the City with verification that all public improvements hereinafter set forth have been satisfactorily arranged, and that the District shall also provide the City with written confirmation of a binding agreement between the District and

its fiscal agent calling for the placement of the warrants or bonds of the District for the installation of such public improvements. Verification that all public improvements have been satisfactorily arranged, shall be through the letting of District contracts covering the installation of all public improvements, except for public utility improvements as hereinafter provided. Plans shall be provided to the City before the certificate of approval on the final plat shall be signed by the Mayor and attested to by the City Clerk. Such confirmation shall be in satisfaction of the performance guaranty requirements of Sections 7.03 and 7.04 of the City's Subdivision Regulations. The public improvements which the District shall be required to timely and orderly install, contract for installation, or participate in the installation of via a cost share payment, shall consist of the following:

- A. Concrete paving, with integral curb and gutter, of all streets dedicated per the plat (Exhibit "A"), all of said paving to be twenty-five (25) feet in width, except for those streets with a width greater than twenty-five (25) feet, which streets shall be extra-width paving, if any, approved by the City Engineer, as shown on the paving plan (Exhibit "C").
- B. Improvements to South 192<sup>nd</sup> Street from Devonshire Drive to Schram Road, and to Schram Road from South 192<sup>nd</sup> Street east to South 189<sup>th</sup> Street pursuant to an Interlocal Agreement between the District and Sarpy County dated \_\_\_\_\_, 2020.
- C. A cost share payment to the City of \$6,227.50 towards the costs of the traffic signal and related improvements at the intersection of Highway 370 and South 192<sup>nd</sup> Street. Such cost share payment shall be paid to the City by the District in cash or warrants immediately convertible into cash at par, upon execution of this Subdivision Agreement. The City will forward such cost share payment to Sarpy County.
- D. If and when a traffic signal and related improvements at the intersection of South 192<sup>nd</sup> Street and Schram Road are warranted and installed, the District shall contribute a cost share toward such traffic signal and related improvements as reasonably calculated by the City in cooperation with the District and other involved property owners, developers, and/or sanitary and improvement districts, which are benefitted by said improvements.
- E. All sanitary sewer mains, manholes, lift stations, force mains and related appurtenances constructed in dedicated street right-of-ways and easements per the plat (Exhibit "A"), pursuant to the sanitary sewer plan which is attached hereto as Exhibit "D".
- F. Stormwater sewers, inlets, manholes, and related appurtenances constructed in dedicated street right-of-ways and easements per the plat (Exhibit "A"), pursuant to the stormwater sewer plan which is attached hereto as Exhibit "E".

- G. Natural Gas distribution mains located within dedicated street right-of-ways and easements per the plat (Exhibit "A") to be installed by Black Hills Energy. The contract with Black Hills Energy will be provided as soon as available.
- H. Underground electrical service to each of the lots in the area to be developed to be installed by the Omaha Public Power District. The contract with OPPD will be provided as soon as available.
- I. Non-decorative street lighting for public streets dedicated per the plat (Exhibit "A") to be installed by the Omaha Public Power District. The contract with OPPD will be provided as soon as available.
- J. Sidewalks along both sides of all public streets per the sidewalk plan which is attached hereto as Exhibit "F", shall be constructed by the Subdivider, the District, or the lot owners in accordance with the following schedule:
  - 1. Sidewalks shall be constructed immediately abutting built-upon lots by the lot owners as soon as weather permits.
  - 2. Sidewalks shall be constructed by the District on Outlots C through F as shown in the sidewalk plan (Exhibit "F") in conjunction with the construction of the adjoining respective streets.
  - 3. In any event, all sidewalks shall be constructed upon both sides of all public streets within six (6) years of the recording of the subdivision plat.
  - 4. ADA compliant sidewalk ramps shall be constructed at all intersections per the plat (Exhibit "A") by the lot owners in conjunction with the construction of the house on each lot and by the District on outlots once all other internal public improvements have been completed.
  - 5. No sidewalks shall be required within the east right-of-way of South 192<sup>nd</sup> Street or within the north right-of-way of Schram Road.
- K. Pedestrian/bike trails per the trail plan which is attached hereto as Exhibit "G", shall be constructed by the District in conjunction with the streets in the area to be developed. Such pedestrian/bike trails shall be a minimum of eight feet (8') wide, and the plans and specifications for said improvements are to be approved by the City prior to the letting of District contracts covering the installation of said improvements.
- L. A Sediment and Erosion Control Plan will be submitted to the NDEE for permit. A Papio Creek Watershed Partnership Permit shall be obtained, and said permit along with a copy of said plan shall be submitted to the City prior to any grading in the area to be developed.

### **III.**

The parties agree that the entire cost of all public improvements paid for by the District and set out in Section II herein shall be defrayed as follows:

- A. One hundred percent (100%) of the entire cost of all street construction shall be paid by special assessment against the property benefitted within the District, except for street intersections, general obligation paving, and extra-width paving per the paving plan (Exhibit "C"), which may be a general obligation of the District.
- B. One hundred percent (100%) of the District's cost for the improvements to South 192<sup>nd</sup> Street and Schram Road as provided in Section II(B), may be a general obligation of the District.
- C. One hundred percent (100%) of the District's cost share payment for the traffic signal and related improvements at the intersection of Highway 370 and South 192<sup>nd</sup> Street as provided in Section II(C), may be a general obligation of the District.
- D. One hundred percent (100%) of the entire cost of all sidewalks construction by the District per the sidewalk plan (Exhibit "F") and as provided in Section II(I)(2), may be a general obligation of the District. All sidewalks constructed on other lots shall be privately installed and at the cost of the owner of said lots. In the event sidewalks on any of the other lots have not been constructed within six (6) years of the recording of the subdivision plat, the District shall construct sidewalks and shall be paid by special assessment against the property benefitted.
- E. One hundred percent (100%) of the entire cost of all sanitary sewers within the area to be developed, including manholes and other appurtenances, shall be paid by special assessment against the property benefitted within the District, provided:
  - 1. The District's total cost of any outfall sanitary sewer line to be constructed by the District, within the boundaries of the District, shall be specially assessed except that portion of the outfall sanitary sewer line which the pipe size is greater than eight inches (8") in diameter, may be a general obligation of the District.
  - 2. The District's total cost for the outfall sanitary sewer mains, lift station, and force main, to be constructed by the District outside the boundaries of the District, may be a general obligation of the District.
  - 3. Connection charges and amounts paid to the City as is hereinafter provided in Sections VI(A) and XIII(A), shall be charged and collected as is provided in Sections VI(D) and XIII(D).
  - 4. Connection charges paid to other sanitary and improvement districts shall be specially assessed to the extent of special benefit to properties in the District, and the remainder may be general obligation of the District.
- F. The cost of stormwater sewers and appurtenances constructed in dedicated street right-of-ways and easements per the plat (Exhibit "A"), may be a general obligation of the District.
- G. One hundred percent (100%) of the entire cost of the internal water system addition serving the area to be developed shall be specially assessed against the property benefitted within the area to be developed, except that portion of the internal water system addition within the boundaries of the District which the pipe size is greater than eight inches (8") in diameter, may be a general obligation of the District.

- H. One hundred percent (100%) of the entire cost of the external water main extensions on South 192<sup>nd</sup> Street and Schram Road may be a general obligation of the District.
- I. The entire cost of the installation of electrical power service and the natural gas distribution system shall be specially assessed against the property within the area to be developed. The refunded charge from the Omaha Public Power District and/or Black Hills Energy shall be credited in accordance with law, and if so credited to the District it shall be made to the appropriate fund of the District for application to the payment of outstanding general obligation bonds.
- J. The entire cost of the installation of any tornado warning siren or sirens may be a general obligation of the District. One hundred percent (100%) of the entire cost of monthly charges paid to the Omaha Public Power District for the furnishing of electricity for each such tornado warning siren shall be paid from the general fund of the District.
- K. One hundred percent (100%) of the entire cost of construction of the pedestrian/bike trails (Exhibit "G") may be a general obligation of the District.
- L. Except as is herein otherwise provided, any payments to other sanitary and improvement districts, sanitary districts, utility districts, utility providers, or municipalities, for any fees, deposits, charges, or surcharges, shall not be a general obligation of the District.
- M. No funds of the District shall be used for the installation or maintenance of telephone, telecommunication, communication, television, cable television, or fiberoptic equipment or systems, or decorative street lights. No funds of the District shall be used for trash removal services for any lot in the District, and the District shall not enter into any contract or agreement for such trash removal services for any lot in the District.
- N. One hundred percent (100%) of the entire cost of monthly contract charges paid to the Omaha Public Power District for furnishing the street lighting required herein shall be paid from the general fund of the District.
- O. All costs associated with implementation of grading, erosion, and sediment control structures shall be an expense of the Subdivider. Once constructed, maintenance of such facilities shall be paid for from the general fund of the District. When the sediment or erosion control structures are no longer needed, the costs of removal thereof and the costs to extend storm sewers and construct stabilized storm sewer outlets may be a general obligation expense of the District. The sediment basins are to remain in place until vegetated and approval to remove the basins is given by the City Engineer.
- P. The District shall pay a Plan Review Fee to the City of \$46,610.00, which is equal to one-percent (1%) of the construction costs of the public improvements to be constructed by the District (except electrical) and such District fee payment may be a general obligation of the District.

#### IV.

- A. Pursuant to the City's Water Main Extension And Pioneering Policy dated July 21, 2009, all water main extensions and related appurtenances serving the area to be developed, shall be designed, bid, constructed, observed, and approved by the City, and will become part of the City's water works system and will be operated by the City's water system operator.

- B. The City shall construct a twelve inch (12") water main extension from a point of connection with the City's water main in the northeast corner of Highway 370 and South 192<sup>nd</sup> Street, and going south in the east right-of-way of South 192<sup>nd</sup> Street to Schram Road, and then going west in the north right-of-way of Schram Road to a point of connection with the City's water main at approximately Lewison Lane, and also going east in the north right-of-way of Schram Road from South 192<sup>nd</sup> Street to the east boundary of the area to be developed. The District shall pay the City for the actual costs of the water main extension (engineer's estimate at \$650,000.00). In consideration of the District pioneering the costs of the water main extension, the District shall be refunded for a portion of such costs as other areas are developed that shall connect to such water main extension. The City shall require each new subdivision connecting to such water main extension to pay a fee based on its pro rata share of the costs of the water main extension and the City shall pay such fee to the District. Such fee shall be reasonably calculated by the City in cooperation with the District and each such new connecting subdivision.
- C. The District shall pay the determined costs of the water main extension prior to installation according to the following:
1. At Execution of this Subdivision Agreement – An amount equal to the estimated cost of surveying, geotechnical investigation, and engineering design related to the water main extension.
  2. At Completion of the Bidding Stage – An additional amount equal to the sum of the cost of bidding, the estimated cost of construction, the estimated cost of engineering administration and construction observation, the costs of easements and legal services, and any cost adjustment to reflect the actual cost of those services outlined in Section IV(C)(1) above.
  3. At Completion of the Project – Final cost adjustment based on the actual final costs of the project, including all construction change orders and any adjustment to reflect the actual costs of those services outline in Section IV(C)(2) above. No interest shall be paid on any adjustment amount, regardless of whether it is an additional payment by the District, or a refund by the City.
- D. The water main extension will not be placed into operation until all final cost adjustments and arrangements for payment have been made.

## V.

- A. Pursuant to the City's Water Main Extension And Pioneering Policy dated July 21, 2009, the internal water system addition serving the area to be developed, shall be designed, bid, constructed, observed, and approved by the City.
- B. The District shall pay the determined costs of the internal water system addition according to the following:
1. At Execution of this Subdivision Agreement – An amount equal to the estimated cost of surveying, geotechnical investigation, and engineering design related to the internal water system addition.
  2. At Completion of the Bidding Stage – An additional amount equal to the sum of the cost of bidding, the estimated cost of construction, the estimated cost of

engineering administration and construction observation, the costs of easements and legal services, and any cost adjustment to reflect the actual cost of those services outlined in Section V(B)(1) above.

3. At Completion of the Project – Final cost adjustment based on the actual final costs of the project, including all construction change orders and any adjustment to reflect the actual costs of those services outline in Section V(B)(2) above. No interest shall be paid on any adjustment amount, regardless of whether it is an additional payment by the District, or a refund by the City.
- C. The internal water system addition will not be placed into operation until all final cost adjustments and arrangements for payment have been made.
  - D. After completion and being placed into operation, the internal water system addition shall be the responsibility of, and maintained by, the District.

## VI.

- A. Pursuant to City Ordinance No. 2051 as amended, the District shall pay to the City the City's Water Capital Facility Fee in the amount of \$77,956.00. This fee is computed as follows for the lots shown on the plat (Exhibit "A"):

Lots 67 through 166 inclusive = 100 single family residential lots at \$1,100.00 per lot = \$110,000.00, divided in half = \$55,000.00 to be paid by the District upon the execution of this Subdivision Agreement as provided in Section VI(H) hereinafter. The other half of this fee for these Lots 67 through 166 shall be paid by the builder or lot owner to the City in conjunction with an application for a building permit as provided in Section VI(I) hereinafter.

Plus

Lot 66 is a public school lot of 14.314 acres x \$3,000.00 per acre = \$42,942.00, divided in half = \$21,471.00 to be paid by the District upon the execution of this Subdivision Agreement as provided in Section VI(H) hereinafter. The other half of this fee for Lot 66 shall be paid by the builder or lot owner to the City in conjunction with an application for a building permit as provided in Section VI(I) hereinafter.

Plus

Outlots C through G are park/common areas consisting of 4.95 acres at \$300.00 per acre = \$1,485.00.

If the area to be developed is replatted, or if the use of the lots is changed, then the fee shall be changed by the City in conformance with City Ordinance No. 2051 as amended.

- B. In the event the Subdivider shall plat additional lots which will be in the District which it wishes to connect to the City water system, then this Subdivision Agreement shall be amended by the parties to provide for payment of the charge for the additional lots.

- C. The District and the City agree that the payment made under Section VI(A) of this Subdivision Agreement for Outlots C through G may be a general obligation of the District.
- D. The District and the City agree that the payment made under Section VI(A) of this Subdivision Agreement for Lots 66 through 166 shall constitute a Special Water Connection Fee for said lots and shall be levied as a general assessment and collected by the District as a Special Water Connection Fee against said lots as follows:
1. Lots 66 through 166 shall be charged the Special Water Connection Fee amount as set forth in Section VI(A) for each lot or parcel.
  2. The Special Water Connection Fee shall be collected by the District from the owner of each lot or parcel of real estate in the amount as shown in Section VI(A) prior to the time any such lot or parcel is built upon and before the building water is connected to the water system within the District.
  3. The Special Water Connection Fee will be levied as a general assessment and collected by the District on each lot from the date of this Subdivision Agreement until the District has collected by such payment the entire amount paid by the District to the City, as described in Section VI(A). The entire proceeds collected by the District will be used by the District to pay off the warrants, bonds, or other debts incurred by the District in obtaining the funds paid to the City as required in Section VI(A).
  4. In the event of annexation by the City, the Special Water Connection Fee shall continue to remain as a special charge against each lot which has not previously paid said Special Water Connection Fee, and the Special Water Connection Fee shall be collected and retained by the City from each such lot owner before the building water is connected to the water system.
- E. The City may collect, within the area to be developed, the City's water connection, tap, hookup, and permit fees, as provided by existing City ordinances, and its water use fees as now or hereafter exist. Such fees shall be in addition to the payments provided for in Sections VI(A) and (I) herein.
- F. No water connection or tap permit will be issued by the City for any lot in the area described in Section VI(A) until proof, in such form as may be required by or acceptable to the City, is furnished to the City of payment to the District of the Special Water Connection Fee for that particular lot as called for in Section VI(A). If this fee has not been fully and properly paid by any lot owner after reasonable written notice and demand by the District, then after written notice of such by the District to the City, the City will discontinue and not perform any building inspections or issue any permits, approvals, or certificates of occupancy until this fee has been fully paid by the lot owner to the District.
- G. The City shall have access at all times to the District records for the purpose of auditing the accounts pertaining to the collection of the Special Water Connection Fee.
- H. Upon execution of this Subdivision Agreement, the District shall make payment to the City in cash or warrants immediately convertible into cash at par, in the amount as stated in Section VI(A) of this Subdivision Agreement for Lots 66 through 166 and Outlots C through G.

- I. The payment made by the District under Section VI(A) of this Subdivision Agreement for Lots 66 through 166 is only half of the City's Water Capital Facility Fee owed pursuant to City Ordinance No. 2051, and the other half of said fee for said lots as calculated in Section VI (A) of this Subdivision Agreement shall be paid by the builder or lot owner to the City in conjunction with an application for a building permit.

## VII.

The credit or funds of the District may be used to pay for any public improvements specified in this Subdivision Agreement, but not for any other purpose. PROVIDED HOWEVER, that the District may issue warrants for the purpose of paying for repairs, maintenance, and operating costs of the District, such warrants to be paid out of funds obtained by the District through its general fund tax levy, or where allowed by law, may be paid from special assessments or fees or charges. Maintenance, repair and reconstruction of a public improvement shall not be a general obligation of the District nor shall construction warrants be issued therefor without the prior written approval of the City Engineer. The District shall not acquire any interest in real property without the prior approval of the City.

## VIII.

The City covenants and agrees that should the City, by reason of its annexation of the District or any area thereof prior to the District's levy of special assessments for the improvements authorized in this Subdivision Agreement, thereby succeed to the District's power to levy special assessments for the portion annexed, that the City will then levy the special assessments determined pursuant to law and in accordance with this Subdivision Agreement. All parties covenant and agree that nothing in this Subdivision Agreement shall be construed so as to oblige the City to annex the District or the area to be developed or any part of either. The District waives the right and agrees that it shall not sue, nor fund any lawsuit to prevent any annexation of property within the District by the City. In the event the City annexes only a part of the District,

then the District does not waive its right to solely and only contest a proper division of assets and liabilities.

## IX.

The Subdivider and the District covenant and agree that the District will:

- A. Abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to the construction of public improvements in subdivisions and testing procedures therefor.
- B. Except as may otherwise be agreed to by the City, all of the District's levies of special assessments shall be made in such a manner so as to assure that the entire burden of the levy is borne, on an equitable basis, by the lots or parcels which are truly building sites. If any lot, parcel or other area within the area to be developed is not a building site by reason of insufficient size or dimensions, or by reason of easements or similar burdens, or for any other reason, then no portion of the total amount shall be levied against said unbuildable lot, parcel or other area.
- C. The District shall provide the following information to the City Engineer and to the City Clerk at least thirty (30) days prior to any meeting of the Board of Trustees of the District held to propose the levy of special assessments:
  1. A detailed schedule of the proposed special assessment and/or the amount of the general obligation costs of any improvement or acquisition.
  2. A plat of the area to be assessed.
  3. A full and detailed statement of the entire cost of each type of improvement, which statement or statements shall separately show:
    - a. The amount paid to the contractor.
    - b. A special itemization of all other costs of the project, including, but not limited to, all engineering fees, attorney fees, testing expenses, publication costs, financing costs, including, but not limited to, interest on all warrants to the date of the levy of special assessments, and estimated fiscal agent warrant fees and bond fees.
    - c. A special itemization of all costs of the District not itemized in (a) and (b) above.
- D. In addition to the above notice requirement, the District shall also, thirty (30) days prior to the Board of Equalization hearing of the District, give notice in writing to the City that the Board of Equalization will be convened on that date for the consideration of the levying of special assessments and equalization and apportionment of debt.
- E. The District agrees that it will not unreasonably delay acceptance of an improvement and that the District shall levy special assessments within six (6) months after acceptance of the improvement.

- F. The requirement set forth in Nebraska Revised Statute § 31-749 (Reissue 2016) as amended, that written objections to the District's proposed assessments must be filed with the clerk of the District within twenty (20) days after the first publication of notice thereof or such objections shall be deemed waived, is extended and the City shall have thirty (30) days after the first publication of notice to file any such written objections.
- G. In setting the rate of interest for special assessments levied by the District, the District shall set the rate of interest authorized by law.

**X.**

- A. Except when otherwise specifically prohibited by law, the District agrees to annually levy a minimum ad valorem property tax rate of eighty-eight cents (\$0.88) per one hundred dollars (\$100.00) of taxable valuation for all tax collection years through the year that all District warrants can be paid on a cash basis and/or are converted to bonded debt. Of such annual levy and after the District has been in existence for more than five (5) years after its original inception, no more than forty cents (\$0.40) per one hundred dollars (\$100.00) of taxable valuation shall be for the District's general levy, and the remainder of such annual levy shall be for the District's bond levy. If the levy of such a minimum ad valorem property tax rate is specifically prohibited by law, then the District agrees to levy the maximum ad valorem property tax rate allowed by law for all tax collection years through the year that all District warrants can be paid on a cash basis and/or are converted to bonded debt.
- B. District bonds shall be payable in not to exceed twenty (20) years. Each issue of general obligation bonds shall mature or be subject to mandatory redemption so that the first principal repayment is not more than three (3) years after the date of issuance and so that the remaining bonds of such issue shall be amortized as evenly as possible between the fifth (5th) and twentieth (20th) years of such issue, as approved by the City. District bonds shall not include any provisions or stipulations that the bonds shall accelerate, mature, and/or become fully due and payable upon the City's annexation of the District. Any such prohibited provisions or stipulations will be accordingly null, void, nonbinding, and of no legal effect.
- C. On or about June 1st of each year following the issuance of District bonds, the District's fiscal agent will deliver to the City for review and approval a cash flow projection by year for a fifteen (15) year period. The cash flow projection shall include, but shall not be limited to, existing and projected taxable valuation, a projected annual debt service levy, a projected annual general fund levy, existing and projected cash receipts, cash disbursements and available balances in the bond fund and general fund of the District.
- D. The District's Board of Trustees agrees to adopt tax rate levies sufficient to fund the succeeding year's general and bond fund projected obligations as required in the cash flow projections.

## XI.

In the performance of this Subdivision Agreement, the District shall not discriminate against any parties on account of race, national origin, gender, age, disability, political or religious affiliations in violation of federal or state laws or local ordinances.

## XII.

- A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the District to connect its sewer system to the sewer system of the City, for a period not to exceed twenty-five (25) years pursuant to Neb. Rev. Stat. § 19-2701 (Reissue 2012), in such manner and at such place or places designated on plans submitted by the District and approved by the City.
- B. Notwithstanding any other agreement involving the Subdivider and/or the District to the contrary, the District shall not, without the prior written agreement of the City, permit any sewer lines or sewer systems outside the boundaries of the area to be developed to be connected to: the sewer or sewer lines of the District, any sewer from the District's boundaries to the sewers of the City or any sewers connected to the sewers of the City, any outfall sewer of the City or any outfall sewer connected to the sewers of the City, or any sewage treatment plant of the City. The City shall have exclusive control over connections to its sewers whether inside or outside the District's boundaries. The District shall not collect connection charges for such connections except as may be herein provided.
- C. At all times all sewage from and through the District into the City sewer system or into any sewer connected to the sewers of the City, shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and sewage within the City as now exist and as from time to time may be enacted or amended.
- D. Before any connection from any premises to the sewer system of the District may be made, a permit shall be obtained for said premises and its connection from the proper department of the City, which permit shall be obtainable on the same terms, conditions, and requirements of the City and for the same permit fee of the City applicable from time to time to permit property outside the City to connect to the sewer system of the City or any sewers connected to the sewer system of the City; it being expressly understood that the City reserves the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; all such connections shall comply with the minimum standards prescribed by the City.
- E. Notwithstanding any other provisions of this Subdivision Agreement, the City retains the right to disconnect the sewer of any industry, or other sewer user, whether within or without the area to be developed, or whether within or without the District, which is discharging into the sewer system in violation of any applicable ordinance, statute, rule, or regulation.

- F. The District warrants that it has not employed or retained any company or person, other than a bona fide employee working for the District, to solicit or secure this Subdivision Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working for the District, any fee, commission, percentage, brokerage fee, or gift, for the making of this Subdivision Agreement. For breach or violation of this warranty, the City shall have the right to annul this Subdivision Agreement without liability. The District shall require the same warranty from each contractor with whom it contracts in any way pertaining to its sewage system. The prohibition provided for herein shall not apply to the retention of an attorney or other agent for the purpose of negotiating the provisions of this Subdivision Agreement where the existence of such agency has been disclosed to the City.
- G. The District expressly agrees that it is and that all lots within the area to be developed shall be:
1. Bound by and to any provisions of any ordinances, rules, regulations and franchises hereafter made, adopted and granted by the City applicable to sanitary and improvement districts whose sewers connect directly or indirectly with or into the sewer systems of the City or sewers connected to the sewers of the City; and,
  2. Bound by any terms and provisions which by ordinance, resolution, rule or franchise of the City shall hereafter adopt, grant or provide as being applicable to or required in contracts with sanitary and improvement districts or in order to permit or continue the discharge of any sewage from a sanitary and improvement district to flow directly or indirectly into or through any part of the sewer or sewage system of the City or any sewer connected to the sewers of the City.

### XIII.

- A. Pursuant to City Municipal Code Section 7-208 and City Ordinance No. 2051 as amended, the District shall pay to the City the City's Sewer Capital Facility (Special Connection) Fee in the amount of \$326,640.50. This fee is computed as follows for the lots shown on the plat (Exhibit "A"):

Lots 67 through 166 inclusive = 100 single family residential lots at \$1,600.00 per lot = \$160,000.00.

Plus

Lot 66 is a public school lot of 14.314 acres x \$11,500.00 per acre = \$164,611.00.

Plus

Outlots C through G are park/common areas consisting of 4.95 acres at \$410.00 per acre = \$2,029.50.

If the area to be developed is replatted, or if the use of the lots is changed, then the charge shall be changed by the City in conformance with City Municipal Code Section 7-208 and City Ordinance No. 2051 as amended.

- B. In the event the Subdivider shall plat additional lots which will be in the District which it wishes to connect to the City sewer system, then this Subdivision Agreement shall be amended by the parties or a separate Subdivision Agreement shall be entered into by the parties so as to provide for payment of the charge for the additional lots.
- C. The District and the City agree that the payment made under Section XIII(A) of this Subdivision Agreement for Outlots A and B may be a general obligation of the District.
- D. The District and the City agree that the payment made under Section XIII(A) of this Subdivision Agreement for Lots 66 through 166 shall constitute a Special Sewer Connection Fee for said lots and shall be collected by the District as a Special Sewer Connection Fee against said lots as follows:
1. Lots 66 through 166 shall be charged the Special Sewer Connection Fee amount as set forth in Section XIII(A) for each lot or parcel.
  2. The Special Sewer Connection Fee shall be collected by the District from the owner of each lot or parcel of real estate in the amount as shown in Section XIII(A) prior to the time any such lot or parcel is built upon and before the building sewer is connected to the sanitary system of the District.
  3. The Special Sewer Connection Fee will be collected by the District on each lot from the date of this Subdivision Agreement until the District has collected by such payment the entire amount paid by the District to the City, as described in Section XIII(A). The entire proceeds collected by the District will be used by the District to pay off the warrants, bonds, or other debts incurred by the District in obtaining the funds paid to the City as required in Section XIII(A).
  4. In the event of annexation by the City, the Special Sewer Connection Fee shall continue to remain as a special charge against each lot which has not previously paid said Special Sewer Connection Fee, and the Special Sewer Connection Fee shall be collected and retained by the City from each such lot owner before the building sewer is connected to the sanitary system.
- E. The City may collect, within the area to be developed, the City's sewer connection, tap, hookup, and permit fees, as provided by existing City ordinances, and its sewer use fees as now or hereafter exist. Such fees shall be in addition to the payments provided for in Section XIII(A) herein.
- F. No sewer permit will be issued by the City for any construction on any lot in the area described in Section XIII(A) until proof, in such form as may be required by or acceptable to the City, is furnished to the City of payment to the District of the Special Sewer Connection Fee for that particular lot as called for in Section XIII(A). If this fee has not been fully and properly paid by any lot owner after reasonable written notice and demand by the District, then after written notice of such by the District to the City, the City will discontinue and not perform any building inspections or issue any permits, approvals, or certificates of occupancy until this fee has been fully paid by the lot owner to the District.
- G. The City shall have access at all times to the District records for the purpose of auditing the accounts pertaining to the collection of the Special Sewer Connection Fee.

- H. Upon execution of this Subdivision Agreement, the District shall make payment to the City in cash or warrants immediately convertible into cash at par, in the amount as stated in Section XIII(A) of this Subdivision Agreement for Lots 66 through 166 and Outlots C through G. The City shall accept and retain such monies to make progress payments for the design, construction, and construction supervision for building interceptor sewers.

#### XIV.

- A. Pursuant to the City's Sub-Basin Interceptor Sewer Development Policy adopted February 19, 2013, and as established and approved by the City on April 16, 2013 for the 192<sup>nd</sup> Street Sub-Basin here involved, the District shall make payment to the City for the 192<sup>nd</sup> Street Sub-Basin Interceptor Sewer Development And Connection Fee, the amount of \$57,085.56. This Fee and payment are computed as follows for the area to be developed per the plat (Exhibit "A"):

Harvest Hills Phase 2 Subdivision Lots 66 through  
166 and Outlots C through G with total raw acres of  
50.34 times \$1,134.00 per acre for the 192<sup>nd</sup> Street  
Sub-Basin sub-basin fee = \$57,085.56.

1. This Fee and payment shall be paid to the City prior to the filing of the final plat. Said payment shall be made in cash or warrants immediately convertible into cash at par.
2. This Fee and payment may be a general obligation of the District.

#### XV.

- A. Installation of decorative street lights, subdivision signs, entrance signs, fencing, related fixtures or landscaping, and the installation of any median, street island, outlot, or common area landscaping and related fixtures shall be paid for by the Subdivider. Plans for such proposed improvements must be submitted to the City for review and approval prior to the installation of such improvements.
- B. The Subdivider agrees to be responsible for the permanent and continuous maintenance and upkeep of all landscaped medians, landscaped street islands, outlots, and common areas within the area to be developed, including all decorative street lights, subdivision signs, entrance signs, fencing, landscaping and related fixtures, until such time as all of the immediately following provisions are fully complied with.
- C. The Subdivider shall file with the Sarpy County Register of Deeds prior to the Subdivider's sale of any lot within the area to be developed, covenants which shall provide that all owners of all lots within the area to be developed, shall be members of an incorporated lot owners association and shall be subject to the levy and payment of all charges, dues, assessments and special assessments of said incorporated lot owners association.
- D. The Subdivider shall cause to be incorporated prior to the sale of any lot within the area to be developed, a permanent and continuous lot owners association. The articles of incorporation and by-laws for such corporation shall provide that all owners of all lots within the area to be developed shall be members of such corporation and shall be subject to the levy and payment of all charges, dues, assessments and special assessments of such

corporation. The articles of incorporation and by-laws for such corporation shall further provide that such corporation shall annually establish, levy and collect all charges, dues, and assessments required to pay all expenses in connection with the maintenance and upkeep of all decorative street lights, subdivision signs, entrance signs, fencing, landscaping and related fixtures, and all landscaped medians, landscaped street islands, Outlot A, and common areas within the area to be developed as hereinafter required, and to pay all other expenses incurred pursuant to the conduct of the business of such corporation. The articles of incorporation and by-laws for such corporation must be submitted to and approved by the City prior to execution and filing.

- E. The Subdivider shall transfer title to Outlots C through G to the aforesaid corporation, and the aforesaid corporation shall enter into a maintenance agreement with the District and the City, which obligates such corporation on a permanent and continuous basis to provide for the proper and continuous maintenance and upkeep of all landscaped medians, landscaped street islands, Outlots C through G, and common areas within the area to be developed including all decorative street lights, subdivision signs, entrance signs, fencing, and related fixtures, and including all landscaping and related fixtures. Such maintenance agreement shall be incorporated in the covenants, articles of incorporation, and by-laws hereinbefore required, and shall be submitted to and approved by the City prior to execution and filing. Notwithstanding any provisions to the contrary in this Agreement, the District shall be responsible for maintenance, upkeep and operation of Outlots F and G and the water quality basins located thereon until the expiration of three (3) years from completion of construction of the public improvements required by Sections II (A) and (D)-(H) herein. The lot owner's association shall convey to the District any easements necessary to allow the District to carry out its maintenance responsibilities as provided herein.
- F. Notwithstanding any provisions herein seemingly to the contrary, the District may install decorative street lights at its cost, but the Subdivider shall pay the District for the costs of any such decorative street lights in excess of the costs and charges by the Omaha Public Power District for its regular and standard non-decorative street lights. Additionally, all replacement, maintenance and upkeep expenses in connection with any such decorative street lights, in excess of the costs and charges of the Omaha Public Power District for its regular and standard non-decorative street lights, shall be the responsibility of and paid by the aforesaid incorporated lot owners' association.

## XVI.

- A. Prior to commencing grading or other construction the Subdivider and the District shall present to the City a plan for erosion control and such permits that may be required to insure that applicable standards are complied with regarding wetlands, flood plains and other similarly situated lands. Further, the Subdivider and the District shall prior to commencing grading or other construction make application for and obtain all necessary and required permits from all federal and state agencies, including but not limited to, a United States Army Corp of Engineers 404 Permit, a Certificate of No Rise if required, and an erosion control plan (NPDES). The Subdivider and the District shall submit to the City such permits and plans prior to commencing grading or other construction.
- B. Pursuant to City Subdivision Regulations 6.03 through 6.06 and City Ordinance No. 2051, the Subdivider is required to either dedicate land for parks, playgrounds, trails, or recreational uses, and/or make a fee payment to the City in lieu of such dedications. The Subdivider fee payment in lieu of dedications for the area to be developed is \$14,820.00,

computed based on Lots 67 through 166 = 100 living units, times 0.03 acres per living unit = 3.00 acres, times \$30,000.00 per acre = \$90,000.00 with a park land dedication credit of \$75,180.00 for the portions of Outlots C, D, and E which are to be used for recreational pedestrian/bike trail purposes, computed based on 2.506 acres times \$30,000.00 per acre, results in a Subdivider fee payment of \$14,820.00.

- C. Notwithstanding the existence of any covenants or other restrictions applicable to the District or area to be developed, the City shall have the right to purchase, acquire, and make use of any lot within the District or area to be developed for public purposes as authorized by the applicable zoning regulations of the City.
- D. The District may reimburse the Subdivider for the acquisition costs for the water quality basin outlot (Outlot G) computed based on Outlot G = 1.365 acres times \$30,000.00 per acre = \$40,950.00, and such costs may be a general obligation of the District. Title to Outlot G shall not, however, be transferred to the District, but instead shall be transferred to the lot owners association in accordance with Section XV(E) hereof.
- E. Except when otherwise agreed to in writing by the City, and except for contracts with public utilities or concerning construction projects approved by the City, all contracts entered into by the District shall be subject to cancellation by the City after annexation of the District by the City, and notwithstanding any contract provisions to the contrary. All such contracts entered into by the District shall contain a provision providing that in the event of annexation of the District by the City, the contract may be canceled with one (1) month advanced notice by the City. When such a contract is canceled by the City, then all future rights, liabilities and obligations of all parties to the contract shall terminate.
- F. The Subdivider shall provide to the City Engineer along with the final plat, a complete copy of the CAD Drawings of the area to be developed, showing all lots, blocks, and water and sewer system improvements. Such CAD Drawings shall be in AutoCAD.
- G. As a result of any violation of this Subdivision Agreement, the City shall have the authority, after first giving ten (10) days written notice to the Subdivider and/or the District, to discontinue the issuance of building and/or sewer or water connection permits for the lots in the District, until such time as the violation is corrected.
- H. No building permits shall be issued until after the substantial completion of all required public improvements, or as otherwise authorized by the City Engineer.
- I. The subletting, assignment, or transfer of all or part of any interest of the District hereunder is prohibited without the prior written approval of the City. Assigning or selling more than fifty (50) lots to any one (1) builder requires City approval, which will not be unreasonably withheld.

## XVII.

- A. No separate administrative entity nor joint venture, among the parties, is deemed created by virtue of this Subdivision Agreement.
- B. The administration of this Subdivision Agreement shall be through the offices of the undersigned officers for their respective entities.

C. This Subdivision Agreement shall be binding upon the parties hereto, their respective successors and assigns.

**IN WITNESS WHEREOF**, we, the executing parties, by their respective duly authorized agents, hereby enter into this Subdivision Agreement, effective on the day and year first above written.

ATTEST:

CITY OF GRETNA



\_\_\_\_\_  
City Clerk Tammy L. Tisdall, CMC

BY \_\_\_\_\_  
Mayor James W. Timmerman

ATTEST:

SANITARY AND IMPROVEMENT  
DISTRICT NO. 337 OF SARPY COUNTY,  
NEBRASKA

\_\_\_\_\_  
Mirelle Simeon  
Clerk

BY \_\_\_\_\_  
Chairman

WITNESS:

192 and 370, LLC,  
a Nebraska limited liability company

\_\_\_\_\_  
Mirelle Simeon

BY \_\_\_\_\_  
John Hughes, Managing Member

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney Jeff C. Miller

\_\_\_\_\_  
Attorney for S.I.D. No. 337 and  
192 and 370, LLC



# S.I.D. BOUNDARY EXHIBIT B



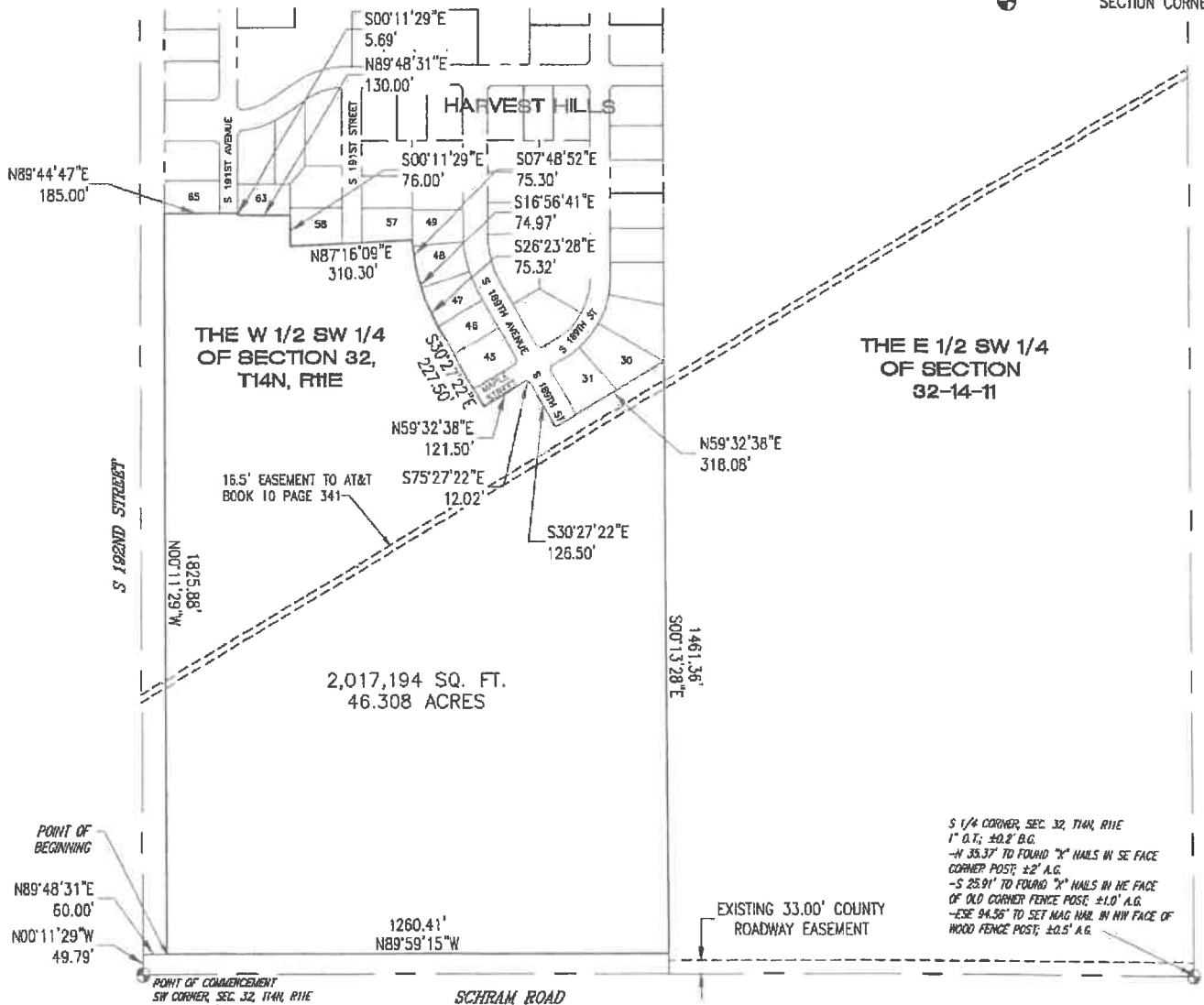
## LEGAL DESCRIPTION

PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32,  
TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M. IN SARPY COUNTY,  
NEBRASKA DESCRIBED AS FOLLOWS:

(SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION.)

## LEGEND

- PROPERTY LINE
- SECTION LINE
- EASEMENT LINE
- SECTION CORNER



L:\Engineering\0118019 Sarpy\Development\SURVEY\DRAWINGS\0118019-SID.dwg, 2/18/2020, 12:23:00 PM, ELISE A. MOLLAK, LAMP RYNEARSON

**LAMP  
RYNEARSON**

14710 W. DODGE RD, STE. 100  
OMAHA, NE 68154  
402.498.2498  
LampRynearson.com

DESIGNER / DRAFTER  
JLC/EAM  
ENGINEER

PROJECT NUMBER  
0118019.02-003

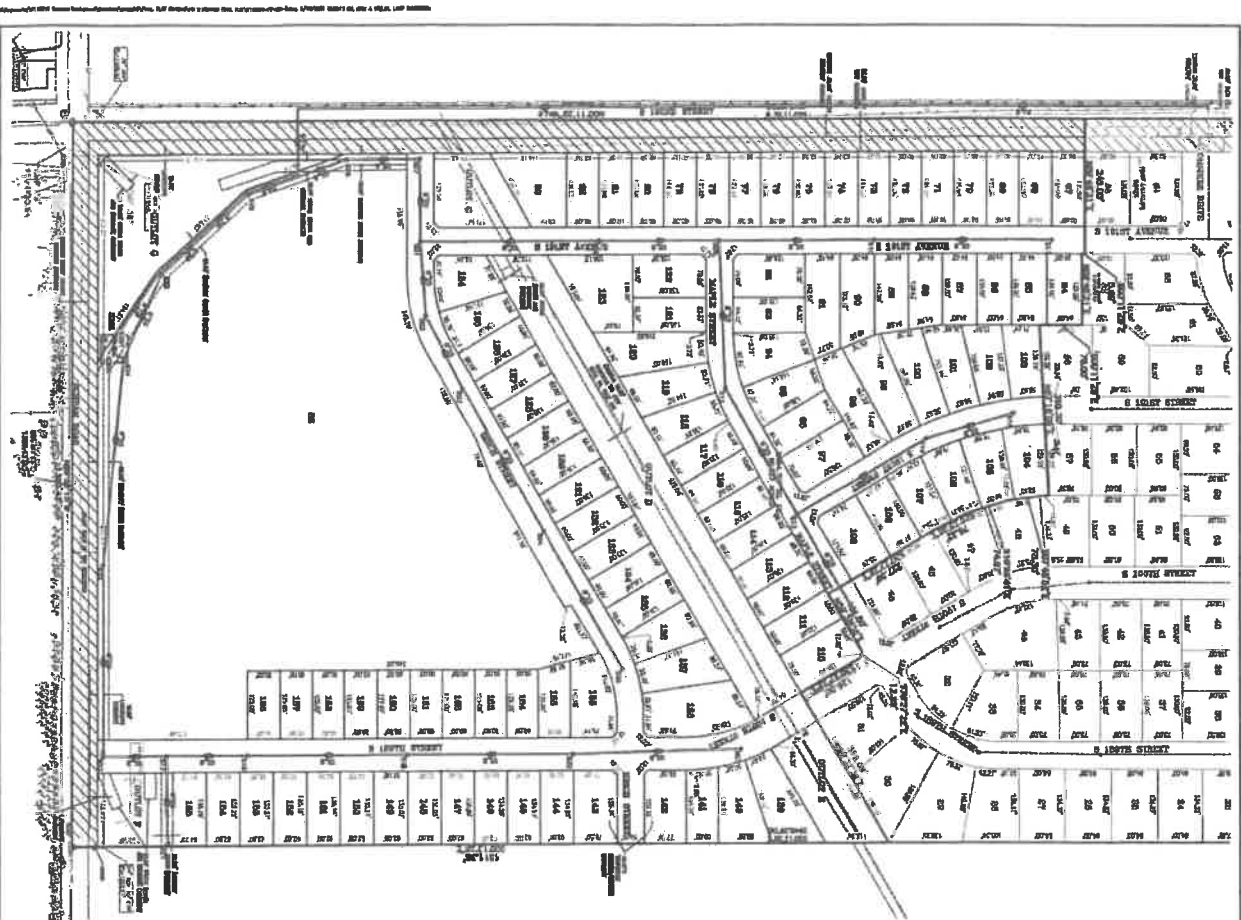
DATE  
1-13-2019

SURFACE LOCATION

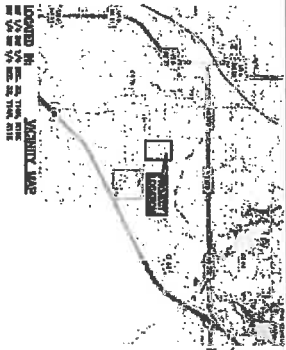
BOOK AND PAGE  
17115, 2-4

S.I.D. BOUNDARY  
EXHIBIT





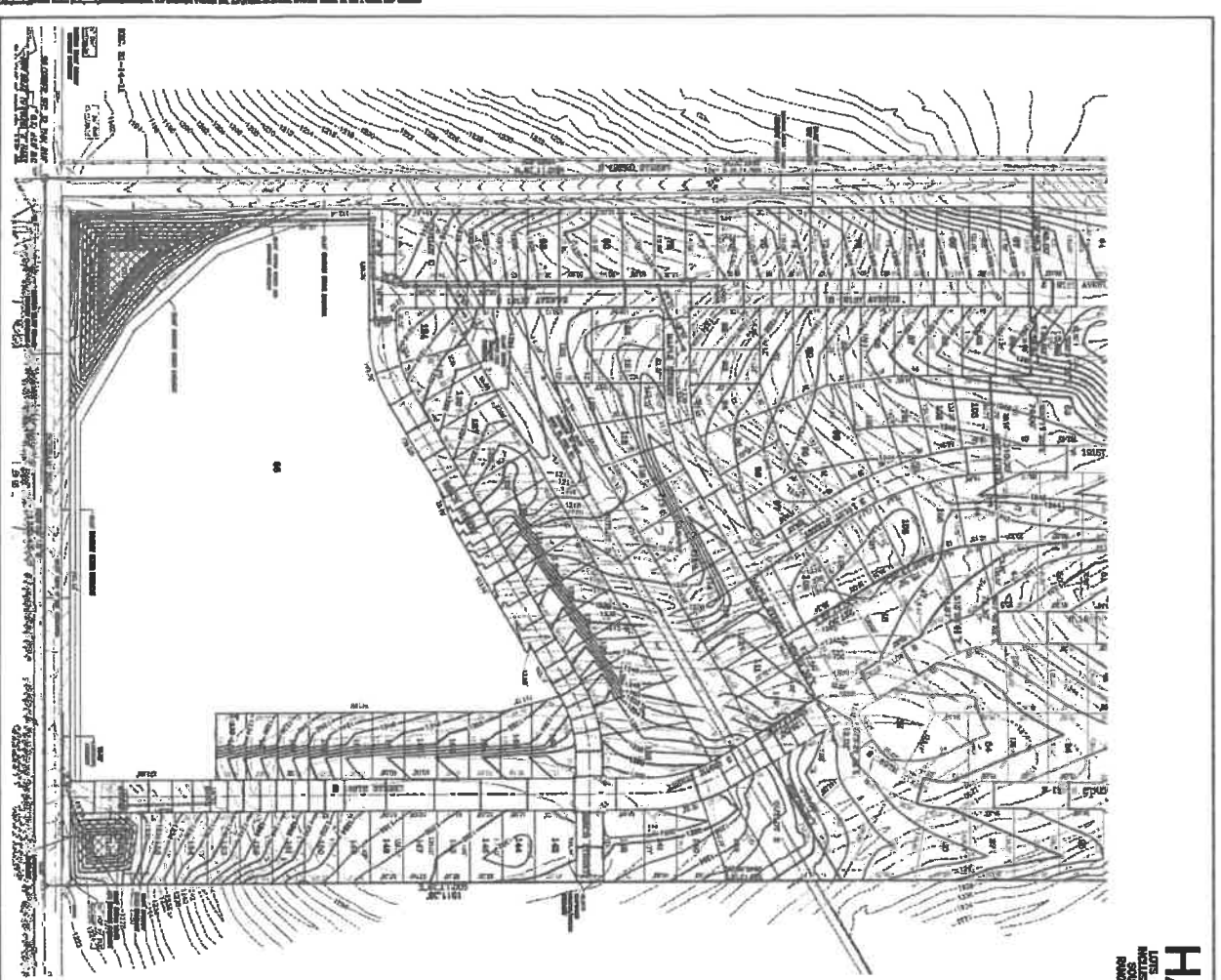
**HARVEST HILLS**  
 CITY OF HARVEST, NEBRASKA  
 SANITARY SEWER PLAN EXHIBIT D  
 PREPARED BY: JAMES R. SYLVESTER, P.E.  
 ENGINEER  
 1100 S. 11TH STREET, HARVEST, NEBRASKA 68021



- LEGEND**
- PROPERTY LINE
  - PROPOSED SEWER MAIN
  - PROPOSED SEWER BRANCH
  - PROPOSED SEWER LATERAL
  - PROPOSED SEWER MANHOLE
  - PROPOSED SEWER CLEANOUT
  - PROPOSED SEWER VALVE
  - PROPOSED SEWER CHECK VALVE
  - PROPOSED SEWER AIR RELEASE VALVE
  - PROPOSED SEWER PUMP
  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING
  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING FOUNDATION
  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING ROOF
  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING FLOOR
  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING CEILING
  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING WALL
  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING DOOR
  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING WINDOW
  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING SIGN
  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING LIGHT
  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING VENT
  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING RAINWATER DRAINAGE
  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING GROUNDWATER PROTECTION
  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING EROSION CONTROL
  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING SLOPE PROTECTION
  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING FLOOD PROTECTION
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  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING SCALING PROTECTION
  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING BLOCKAGE PROTECTION
  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING ROOT PROTECTION
  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING INTRUSION PROTECTION
  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING VIBRATION PROTECTION
  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING NOISE PROTECTION
  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING AIR POLLUTION PROTECTION
  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING WATER POLLUTION PROTECTION
  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING SOIL POLLUTION PROTECTION
  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING CLIMATE PROTECTION
  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING SEISMIC PROTECTION
  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING TERRORISM PROTECTION
  - PROPOSED SEWER PUMP ELECTRICAL CONTROL BUILDING OTHER PROTECTION

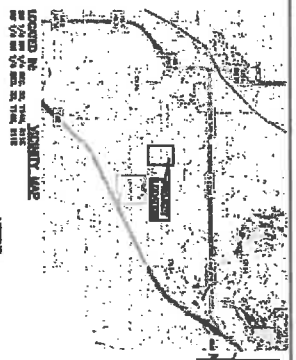
**EXHIBIT D**

<p>REVISED FINAL PLAT          SANITARY SEWER PLAN EXHIBIT</p>	<p><b>JAMES R. SYLVESTER, P.E.</b>          ENGINEER</p>	<p><b>PRELIMINARY</b></p>
<p>HARVEST HILLS          SAPPY COUNTY, NEBRASKA</p>		<p><b>JAMES R. SYLVESTER, P.E.</b>          ENGINEER</p>
<p>811          CALL BEFORE YOU DIG</p>	<p>1 of 1</p>	



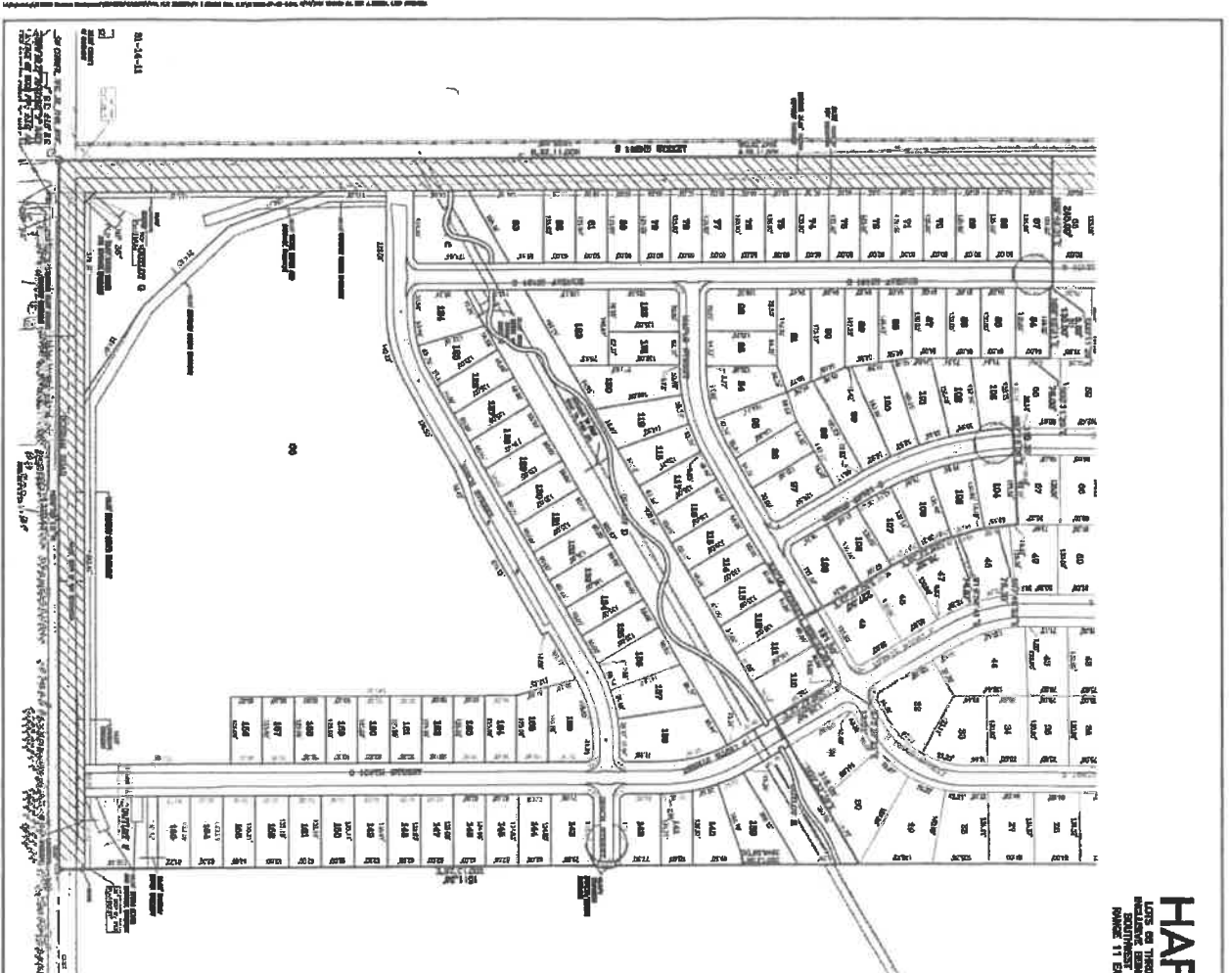
# HARVEST HILLS

LOT 16 THROUGH 186, INCLUDING ADDITIONS 6 THROUGH 8, AND ADDITION 9, BEING A PARTING OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 11 WEST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

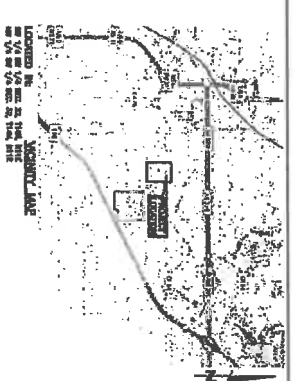


- LEGEND**
- 12" — 15' — 18" — 24" — 30" — 36" — 42" — 48" — 54" — 60" — 66" — 72" — 78" — 84" — 90" — 96" — 102" — 108" — 114" — 120" — 126" — 132" — 138" — 144" — 150" — 156" — 162" — 168" — 174" — 180" — 186" — 192" — 198" — 204" — 210" — 216" — 222" — 228" — 234" — 240" — 246" — 252" — 258" — 264" — 270" — 276" — 282" — 288" — 294" — 300" — 306" — 312" — 318" — 324" — 330" — 336" — 342" — 348" — 354" — 360" — 366" — 372" — 378" — 384" — 390" — 396" — 402" — 408" — 414" — 420" — 426" — 432" — 438" — 444" — 450" — 456" — 462" — 468" — 474" — 480" — 486" — 492" — 498" — 504" — 510" — 516" — 522" — 528" — 534" — 540" — 546" — 552" — 558" — 564" — 570" — 576" — 582" — 588" — 594" — 600" — 606" — 612" — 618" — 624" — 630" — 636" — 642" — 648" — 654" — 660" — 666" — 672" — 678" — 684" — 690" — 696" — 702" — 708" — 714" — 720" — 726" — 732" — 738" — 744" — 750" — 756" — 762" — 768" — 774" — 780" — 786" — 792" — 798" — 804" — 810" — 816" — 822" — 828" — 834" — 840" — 846" — 852" — 858" — 864" — 870" — 876" — 882" — 888" — 894" — 900" — 906" — 912" — 918" — 924" — 930" — 936" — 942" — 948" — 954" — 960" — 966" — 972" — 978" — 984" — 990" — 996" — 1002" — 1008" — 1014" — 1020" — 1026" — 1032" — 1038" — 1044" — 1050" — 1056" — 1062" — 1068" — 1074" — 1080" — 1086" — 1092" — 1098" — 1104" — 1110" — 1116" — 1122" — 1128" — 1134" — 1140" — 1146" — 1152" — 1158" — 1164" — 1170" — 1176" — 1182" — 1188" — 1194" — 1200" — 1206" — 1212" — 1218" — 1224" — 1230" — 1236" — 1242" — 1248" — 1254" — 1260" — 1266" — 1272" — 1278" — 1284" — 1290" — 1296" — 1302" — 1308" — 1314" — 1320" — 1326" — 1332" — 1338" — 1344" — 1350" — 1356" — 1362" — 1368" — 1374" — 1380" — 1386" — 1392" — 1398" — 1404" — 1410" — 1416" — 1422" — 1428" — 1434" — 1440" — 1446" — 1452" — 1458" — 1464" — 1470" — 1476" — 1482" — 1488" — 1494" — 1500" — 1506" — 1512" — 1518" — 1524" — 1530" — 1536" — 1542" — 1548" — 1554" — 1560" — 1566" — 1572" — 1578" — 1584" — 1590" — 1596" — 1602" — 1608" — 1614" — 1620" — 1626" — 1632" — 1638" 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— 2394" — 2400" — 2406" — 2412" — 2418" — 2424" — 2430" — 2436" — 2442" — 2448" — 2454" — 2460" — 2466" — 2472" — 2478" — 2484" — 2490" — 2496" — 2502" — 2508" — 2514" — 2520" — 2526" — 2532" — 2538" — 2544" — 2550" — 2556" — 2562" — 2568" — 2574" — 2580" — 2586" — 2592" — 2598" — 2604" — 2610" — 2616" — 2622" — 2628" — 2634" — 2640" — 2646" — 2652" — 2658" — 2664" — 2670" — 2676" — 2682" — 2688" — 2694" — 2700" — 2706" — 2712" — 2718" — 2724" — 2730" — 2736" — 2742" — 2748" — 2754" — 2760" — 2766" — 2772" — 2778" — 2784" — 2790" — 2796" — 2802" — 2808" — 2814" — 2820" — 2826" — 2832" — 2838" — 2844" — 2850" — 2856" — 2862" — 2868" — 2874" — 2880" — 2886" — 2892" — 2898" — 2904" — 2910" — 2916" — 2922" — 2928" — 2934" — 2940" — 2946" — 2952" — 2958" — 2964" — 2970" — 2976" — 2982" — 2988" — 2994" — 3000" — 3006" — 3012" — 3018" — 3024" — 3030" — 3036" — 3042" — 3048" — 3054" — 3060" — 3066" — 3072" — 3078" — 3084" — 3090" — 3096" — 3102" — 3108" — 3114" — 3120" — 3126" — 3132" — 3138" — 3144" — 3150" — 3156" — 3162" — 3168" — 3174" — 3180" — 3186" — 3192" — 3198" — 3204" — 3210" — 3216" — 3222" — 3228" — 3234" — 3240" — 3246" — 3252" — 3258" — 3264" — 3270" — 3276" — 3282" — 3288" — 3294" — 3300" — 3306" — 3312" — 3318" — 3324" — 3330" — 3336" — 3342" — 3348" — 3354" — 3360" — 3366" — 3372" — 3378" — 3384" — 3390" — 3396" — 3402" — 3408" — 3414" — 3420" — 3426" — 3432" — 3438" — 3444" — 3450" — 3456" — 3462" — 3468" — 3474" — 3480" — 3486" — 3492" — 3498" — 3504" — 3510" — 3516" — 3522" — 3528" — 3534" — 3540" — 3546" — 3552" — 3558" — 3564" — 3570" — 3576" — 3582" — 3588" — 3594" — 3600" — 3606" — 3612" — 3618" — 3624" — 3630" — 3636" — 3642" — 3648" — 3654" — 3660" — 3666" — 3672" — 3678" — 3684" — 3690" — 3696" — 3702" — 3708" — 3714" — 3720" — 3726" — 3732" — 3738" — 3744" — 3750" — 3756" — 3762" — 3768" — 3774" — 3780" — 3786" — 3792" — 3798" — 3804" — 3810" — 3816" — 3822" — 3828" — 3834" — 3840" — 3846" — 3852" — 3858" — 3864" — 3870" — 3876" — 3882" — 3888" — 3894" — 3900" — 3906" — 3912" — 3918" — 3924" — 3930" — 3936" — 3942" — 3948" — 3954" — 3960" — 3966" — 3972" — 3978" — 3984" — 3990" — 3996" — 4002" — 4008" — 4014" — 4020" — 4026" — 4032" — 4038" — 4044" — 4050" — 4056" — 4062" — 4068" — 4074" — 4080" — 4086" — 4092" — 4098" — 4104" — 4110" — 4116" — 4122" — 4128" — 4134" — 4140" — 4146" — 4152" — 4158" — 4164" — 4170" — 4176" — 4182" — 4188" — 4194" — 4200" — 4206" — 4212" — 4218" — 4224" — 4230" — 4236" — 4242" — 4248" — 4254" — 4260" — 4266" — 4272" — 4278" — 4284" — 4290" — 4296" — 4302" — 4308" — 4314" — 4320" — 4326" — 4332" — 4338" — 4344" — 4350" — 4356" — 4362" — 4368" — 4374" — 4380" — 4386" — 4392" — 4398" — 4404" — 4410" — 4416" — 4422" — 4428" — 4434" — 4440" — 4446" — 4452" — 4458" — 4464" — 4470" — 4476" — 4482" — 4488" — 4494" — 4500" — 4506" — 4512" — 4518" — 4524" — 4530" — 4536" — 4542" — 4548" — 4554" — 4560" — 4566" — 4572" — 4578" — 4584" — 4590" — 4596" — 4602" — 4608" — 4614" — 4620" — 4626" — 4632" — 4638" — 4644" — 4650" — 4656" — 4662" — 4668" — 4674" — 4680" — 4686" — 4692" — 4698" — 4704" — 4710" — 4716" — 4722" — 4728" — 4734" — 4740" — 4746" — 4752" — 4758" — 4764" — 4770" — 4776" — 4782" — 4788" — 4794" — 4800" — 4806" — 4812" — 4818" — 4824" — 4830" — 4836" — 4842" — 4848" — 4854" — 4860" — 4866" — 4872" — 4878" — 4884" — 4890" — 4896" — 4902" — 4908" — 4914" — 4920" — 4926" — 4932" — 4938" — 4944" — 4950" — 4956" — 4962" — 4968" — 4974" — 4980" — 4986" — 4992" — 4998" — 5004" — 5010" — 5016" — 5022" — 5028" — 5034" — 5040" — 5046" — 5052" — 5058" — 5064" — 5070" — 5076" — 5082" — 5088" — 5094" — 5100" — 5106" — 5112" — 5118" — 5124" — 5130" — 5136" — 5142" — 5148" — 5154" — 5160" — 5166" — 5172" — 5178" — 5184" — 5190" — 5196" — 5202" — 5208" — 5214" — 5220" — 5226" — 5232" — 5238" — 5244" — 5250" — 5256" — 5262" — 5268" — 5274" — 5280" — 5286" — 5292" — 5298" — 5304" — 5310" — 5316" — 5322" — 5328" — 5334" — 5340" — 5346" — 5352" — 5358" — 5364" — 5370" — 5376" — 5382" — 5388" — 5394" — 5400" — 5406" — 5412" — 5418" — 5424" — 5430" — 5436" — 5442" — 5448" — 5454" — 5460" — 5466" — 5472" — 5478" — 5484" — 5490" — 5496" — 5502" — 5508" — 5514" — 5520" — 5526" — 5532" — 5538" — 5544" — 5550" — 5556" — 5562" — 5568" — 5574" — 5580" — 5586" — 5592" — 5598" — 5604" — 5610" — 5616" — 5622" — 5628" — 5634" — 5640" — 5646" — 5652" — 5658" — 5664" — 5670" — 5676" — 5682" — 5688" — 5694" — 5700" — 5706" — 5712" — 5718" — 5724" — 5730" — 5736" — 5742" — 5748" — 5754" — 5760" — 5766" — 5772" — 5778" — 5784" — 5790" — 5796" — 5802" — 5808" — 5814" — 5820" — 5826" — 5832" — 5838" — 5844" — 5850" — 5856" — 5862" — 5868" — 5874" — 5880" — 5886" — 5892" — 5898" — 5904" — 5910" — 5916" — 5922" — 5928" — 5934" — 5940" — 5946" — 5952" — 5958" — 5964" — 5970" — 5976" — 5982" — 5988" — 5994" — 6000" — 6006" — 6012" — 6018" — 6024" — 6030" — 6036" — 6042" — 6048" — 6054" — 6060" — 6066" — 6072" — 6078" — 6084" — 6090" — 6096" — 6102" — 6108" — 6114" — 6120" — 6126" — 6132" — 6138" — 6144" — 6150" — 6156" — 6162" — 6168" — 6174" — 6180" — 6186" — 6192" — 6198" — 6204" — 6210" — 6216" — 6222" — 6228" — 6234" — 6240" — 6246" — 6252" — 6258" — 6264" — 6270" — 6276" — 6282" — 6288" — 6294" — 6300" — 6306" — 6312" — 6318" — 6324" — 6330" — 6336" — 6342" — 6348" — 6354" — 6360" — 6366" — 6372" — 6378" — 6384" — 6390" — 6396" — 6402" — 6408" — 6414" — 6420" — 6426" — 6432" — 6438" — 6444" — 6450" — 6456" — 6462" — 6468" — 6474" — 6480" — 6486" — 6492" — 6498" — 6504" — 6510" — 6516" — 6522" — 6528" — 6534" — 6540" — 6546" — 6552" — 6558" — 6564" — 6570" — 6576" — 6582" — 6588" — 6594" — 6600" — 6606" — 6612" — 6618" — 6624" — 6630" — 6636" — 6642" — 6648" — 6654" — 6660" — 6666" — 6672" — 6678" — 6684" — 6690" — 6696" — 6702" — 6708" — 6714" — 6720" — 6726" — 6732" — 6738" — 6744" — 6750" — 6756" — 6762" — 6768" — 6774" — 6780" — 6786" — 6792" — 6798" — 6804" — 6810" — 6816" — 6822" — 6828" — 6834" — 6840" — 6846" — 6852" — 6858" — 6864" — 6870" — 6876" — 6882" — 6888" 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**HARVEST HILLS**  
 LOTS ON THIRDSIDE 16th, SHELBY, AND OUTLINE 0 THIRDSIDE 0  
 SECTION 16, TOWNSHIP 20 N. & RANGE 11 E. OF THE 5TH P.M. SARP COUNTY, NEBRASKA.



- LEGEND**
- PROPERTY LINE
  - EXISTING ROADWAY
  - NEW ROADWAY
  - EXISTING UTILITY
  - NEW UTILITY
  - EXISTING LOT LINE
  - NEW LOT LINE
  - EXISTING CURB
  - NEW CURB
  - EXISTING SIDEWALK
  - NEW SIDEWALK
  - EXISTING DRIVEWAY
  - NEW DRIVEWAY
  - EXISTING FENCE
  - NEW FENCE
  - EXISTING EASEMENT
  - NEW EASEMENT
  - EXISTING ENCROACHMENT
  - NEW ENCROACHMENT
  - EXISTING SETBACK
  - NEW SETBACK
  - EXISTING CORNER
  - NEW CORNER
  - EXISTING CENTERLINE
  - NEW CENTERLINE
  - EXISTING RIGHT-OF-WAY
  - NEW RIGHT-OF-WAY
  - EXISTING ADJACENT PROPERTY
  - NEW ADJACENT PROPERTY
  - EXISTING ADJACENT ROADWAY
  - NEW ADJACENT ROADWAY
  - EXISTING ADJACENT UTILITY
  - NEW ADJACENT UTILITY
  - EXISTING ADJACENT LOT LINE
  - NEW ADJACENT LOT LINE
  - EXISTING ADJACENT CURB
  - NEW ADJACENT CURB
  - EXISTING ADJACENT SIDEWALK
  - NEW ADJACENT SIDEWALK
  - EXISTING ADJACENT DRIVEWAY
  - NEW ADJACENT DRIVEWAY
  - EXISTING ADJACENT FENCE
  - NEW ADJACENT FENCE
  - EXISTING ADJACENT EASEMENT
  - NEW ADJACENT EASEMENT
  - EXISTING ADJACENT ENCROACHMENT
  - NEW ADJACENT ENCROACHMENT
  - EXISTING ADJACENT SETBACK
  - NEW ADJACENT SETBACK
  - EXISTING ADJACENT CORNER
  - NEW ADJACENT CORNER
  - EXISTING ADJACENT CENTERLINE
  - NEW ADJACENT CENTERLINE
  - EXISTING ADJACENT RIGHT-OF-WAY
  - NEW ADJACENT RIGHT-OF-WAY

**EXHIBIT G**

 <b>LAMP BYNARSON</b> LAND SURVEYORS & ENGINEERS 1000 N. 10th Street, Lincoln, NE 68502 (402) 441-1111	 <b>PRELIMINARY</b>	<b>REVISED FINAL PLAT</b> <b>TRAIL PLAN EXHIBIT</b>	 <b>811</b> Call Before You Dig 1-800-4-A-DIG
<b>HARVEST HILLS</b> <b>SARPY COUNTY, NEBRASKA</b>			
1 OF 1			

**AGREEMENT  
FOR INTERCEPTOR CONNECTION AND WASTEWATER SERVICE  
BETWEEN  
THE CITY OF GRETNA, NEBRASKA AND  
SANITARY AND IMPROVEMENT DISTRICT NO. 337  
SARPY COUNTY, NEBRASKA  
(HARVEST HILLS PHASE 2 SUBDIVISION LOTS 66 – 166 AND OUTLOTS C – G)**

THIS AGREEMENT is made this 7<sup>th</sup> day of July, 2020 by and between SANITARY AND IMPROVEMENT DISTRICT NO. 337 OF SARPY COUNTY, NEBRASKA (hereinafter called S&ID 337), and the CITY OF GRETNA, a municipal corporation of the State of Nebraska (hereinafter called GRETNA).

WITNESSETH THAT:

WHEREAS, GRETNA owns and operates a municipal interceptor sewer conveyance system in the Papillion Creek Watershed and the CITY OF OMAHA, a municipal corporation of the State of Nebraska (hereinafter called OMAHA) owns and operates a wastewater treatment system in the metropolitan area; and

WHEREAS, S&ID 337 desires to have GRETNA convey S&ID 337's sewage from each of the various connection points; and

WHEREAS, it is to the mutual advantage of the parties hereto and in the general public interest for the sewage of S&ID 337 from the Papillion Creek Watershed to be treated by the OMAHA wastewater treatment system; and

WHEREAS, the accomplishment of such an arrangement is authorized by law and Interlocal Agreements with OMAHA.

NOW, THEREFORE, in consideration of these facts, the parties hereto do mutually agree as follows:

1. For the services hereinafter stipulated to be performed by GRETNA and OMAHA, S&ID 337 shall comply with the terms as set forth in the CITY OF GRETNA WASTEWATER SERVICE AGREEMENT GENERAL PROVISIONS, adopted on December 20, 2011 via Ordinance #1010, a copy of which is attached hereto, have an approved Subdivision Agreement with GRETNA, if applicable, and make payment of all applicable fees accordingly.
2. OMAHA shall provide sewage treatment services as called for in said GENERAL PROVISIONS for the area shown in Exhibit A-2020, Harvest Hills Phase 2, S&ID 337. This Agreement covers only lots specified below. Development and connection to the interceptor sewer conveyance system for any additional area outside of these lots must be provided for by amending this Agreement or by a

new wastewater service agreement.

Connection Points

A gravity outfall sewer main from the intersection of Fir Street and South 192<sup>nd</sup> Street going south and southeast to a lift station in Outlot G, and a gravity outfall sewer main from the intersection of South 189<sup>th</sup> Street and Schram Road going west to the same lift station, and from the lift station a force main in the west right-of-way of South 192<sup>nd</sup> Street going north to Devonshire Drive, and then going east to a point of connection with the sanitary sewer system in the Harvest Hills Phase 1 Subdivision in the intersection of South 191<sup>st</sup> Street and Devonshire Drive, as shown in Exhibit B-2020, Harvest Hills Phase 2, S&ID 337.

Lots Served

S&ID 337

Residential

Harvest Hills Phase 2	
Lots 67 – 166	100 Lots
Total Residential	100 Lots

School

Harvest Hills Phase 2	
Lot 66	14.314 AC
Total School	14.314 AC

Outlots

Harvest Hills Phase 2	
Outlots C – G	4.95 AC
Total Outlots	4.95 AC

3. S&ID 337 shall be responsible for obtaining all necessary local and state governmental permits for the sewer construction and connection. GRETNA'S permission provided for herein is only that of the owner of the conveyance system.
4. Manhole(s) shall be constructed at connection point(s) as indicated on Exhibit B-2020, Harvest Hills Phase 2, S&ID 337; such that the first six (6) feet of riser above the floor of the manhole is a minimum of fifty-four (54) inches in diameter. The location of each such manhole shall be approved by the City Engineer of GRETNA.
5. S&ID 337 shall not, directly or indirectly, permit the connection to the GRETNA Municipal Sewer, or a future extension thereof, of any property, lot or structure

used or to be used for any purposes whatsoever without the express permission of GRETNA, which permission will not be unreasonably withheld. Any entity making new connections prior to completion of a signed Interceptor Connection Agreement shall be subject to payment to OMAHA of OMAHA inspection fees ten (10) times the current fees for interceptor connection inspections.

6. Charges for sewer service for all customers within S&ID 337 shall be based upon GRETNA water consumption. Retail flow and customer charges as now and hereafter established in the GRETNA Master Fee Schedule as amended, currently Ordinance #2051, shall apply.
7. As provided by Nebraska Revised Statute § 14-365.09, this Agreement will, unless extended as provided below, terminate ten (10) years after its effective date. This Agreement may be extended by written amendment. GRETNA acknowledges its sewage conveyance system is a public utility available without discrimination to members of specified classes and treatment is available as a benefit of the agreement between OMAHA, GRETNA, and SARPY COUNTY, dated September 18, 2013. Termination of sewage conveyance and treatment will not be made without the approval of the appropriate state or federal agencies having jurisdiction over wastewater pollution and treatment. Termination of sewage conveyance and treatment service will not be made before ninety (90) days following written notice of such termination. It is acknowledged that during said period, if negotiations produce no new agreement, the parties, or any one of them, may file an action in any court having jurisdiction over the matter to provide equitable relief concerning the issue of continued sewage conveyance and treatment and the conditions and charges appropriate thereto. Nothing in this paragraph will be construed as a limitation on the regulations concerning sewage service and the appropriate rates pertaining thereto.
8. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart copies of this Agreement shall be exchanged between the Parties. A copy of this Agreement shall be provided to OMAHA by GRETNA, within ten (10) business days after being signed and executed.
9. S&ID 337 shall pay the Sewer Capital Facility (Special Connection) Fees established in the GRETNA Master Fee Schedule as amended, currently Ordinance #2051, in the amount and pursuant to the terms and requirements of the Subdivision Agreement between GRETNA and S&ID 337 for the Harvest Hills Phase 2 Subdivision.
10. S&ID 337 shall also make payment to GRETNA for the Sub-Basin Interceptor Sewer Development And Connection Fee, in accordance with the GRETNA Sub-Basin Interceptor Sewer Development Policy adopted February 19, 2013, and as established and approved by GRETNA on April 16, 2013 for the 192<sup>nd</sup> Street

Sub-Basin in the amount and pursuant to the terms and requirements of the Subdivision Agreement between GRETNA and S&ID 337 for the Harvest Hills Phase 2 Subdivision.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED BY S&ID 337 this 22nd day of June, 2020.

ATTEST:

SANITARY AND IMPROVEMENT  
DISTRICT NO. 337 of  
SARPY COUNTY, NEBRASKA

  
Clerk

  
Chairman

EXECUTED BY GRETNA this 7th day of July, 2020.

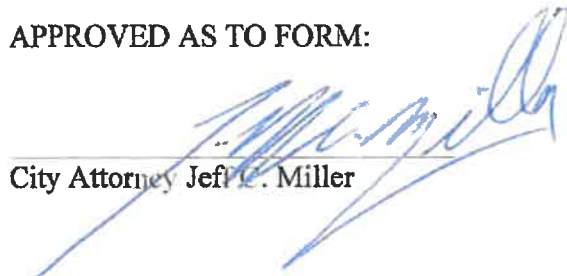
ATTEST:

CITY OF GRETNA:

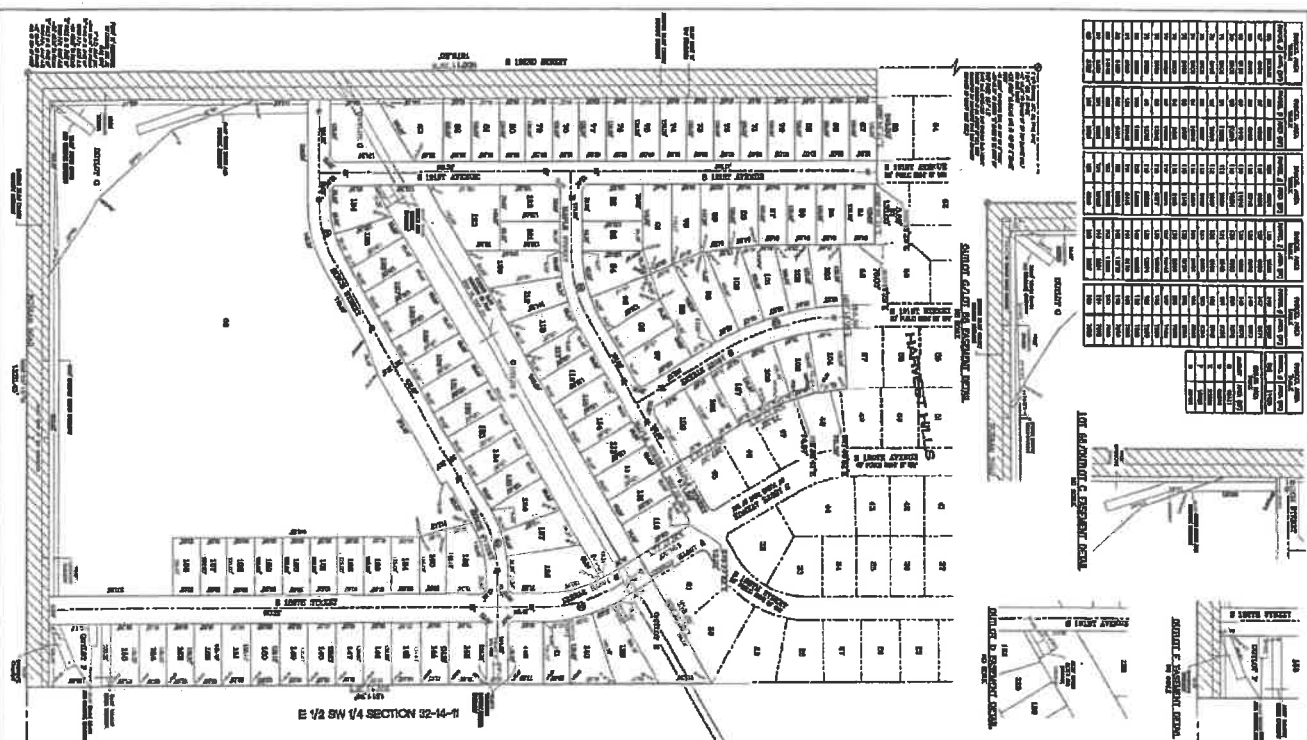
\_\_\_\_\_  
City Clerk Tammy L. Tisdall, CMC

\_\_\_\_\_  
Mayor James W. Timmerman

APPROVED AS TO FORM:

  
City Attorney Jeff C. Miller





Lot No.	Area (Ac.)	Area (Sq. Ft.)	Area (Sq. Ft.)
66	0.10	6,918	6,918
67	0.10	6,918	6,918
68	0.10	6,918	6,918
69	0.10	6,918	6,918
70	0.10	6,918	6,918
71	0.10	6,918	6,918
72	0.10	6,918	6,918
73	0.10	6,918	6,918
74	0.10	6,918	6,918
75	0.10	6,918	6,918
76	0.10	6,918	6,918
77	0.10	6,918	6,918
78	0.10	6,918	6,918
79	0.10	6,918	6,918
80	0.10	6,918	6,918
81	0.10	6,918	6,918
82	0.10	6,918	6,918
83	0.10	6,918	6,918
84	0.10	6,918	6,918
85	0.10	6,918	6,918
86	0.10	6,918	6,918
87	0.10	6,918	6,918
88	0.10	6,918	6,918
89	0.10	6,918	6,918
90	0.10	6,918	6,918
91	0.10	6,918	6,918
92	0.10	6,918	6,918
93	0.10	6,918	6,918
94	0.10	6,918	6,918
95	0.10	6,918	6,918
96	0.10	6,918	6,918
97	0.10	6,918	6,918
98	0.10	6,918	6,918
99	0.10	6,918	6,918
100	0.10	6,918	6,918
101	0.10	6,918	6,918
102	0.10	6,918	6,918
103	0.10	6,918	6,918
104	0.10	6,918	6,918
105	0.10	6,918	6,918
106	0.10	6,918	6,918
107	0.10	6,918	6,918
108	0.10	6,918	6,918
109	0.10	6,918	6,918
110	0.10	6,918	6,918
111	0.10	6,918	6,918
112	0.10	6,918	6,918
113	0.10	6,918	6,918
114	0.10	6,918	6,918
115	0.10	6,918	6,918
116	0.10	6,918	6,918
117	0.10	6,918	6,918
118	0.10	6,918	6,918
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## HARVEST HILLS

LOTS 66 THROUGH 186, INCLUSIVE AND OUTLOTS C THROUGH G, INCLUSIVE  
SARPY COUNTY, NEBRASKA

APPROVED FOR RECORDATION BY THE COUNTY CLERK OF SARPY COUNTY, NEBRASKA  
ON \_\_\_\_\_ 2020

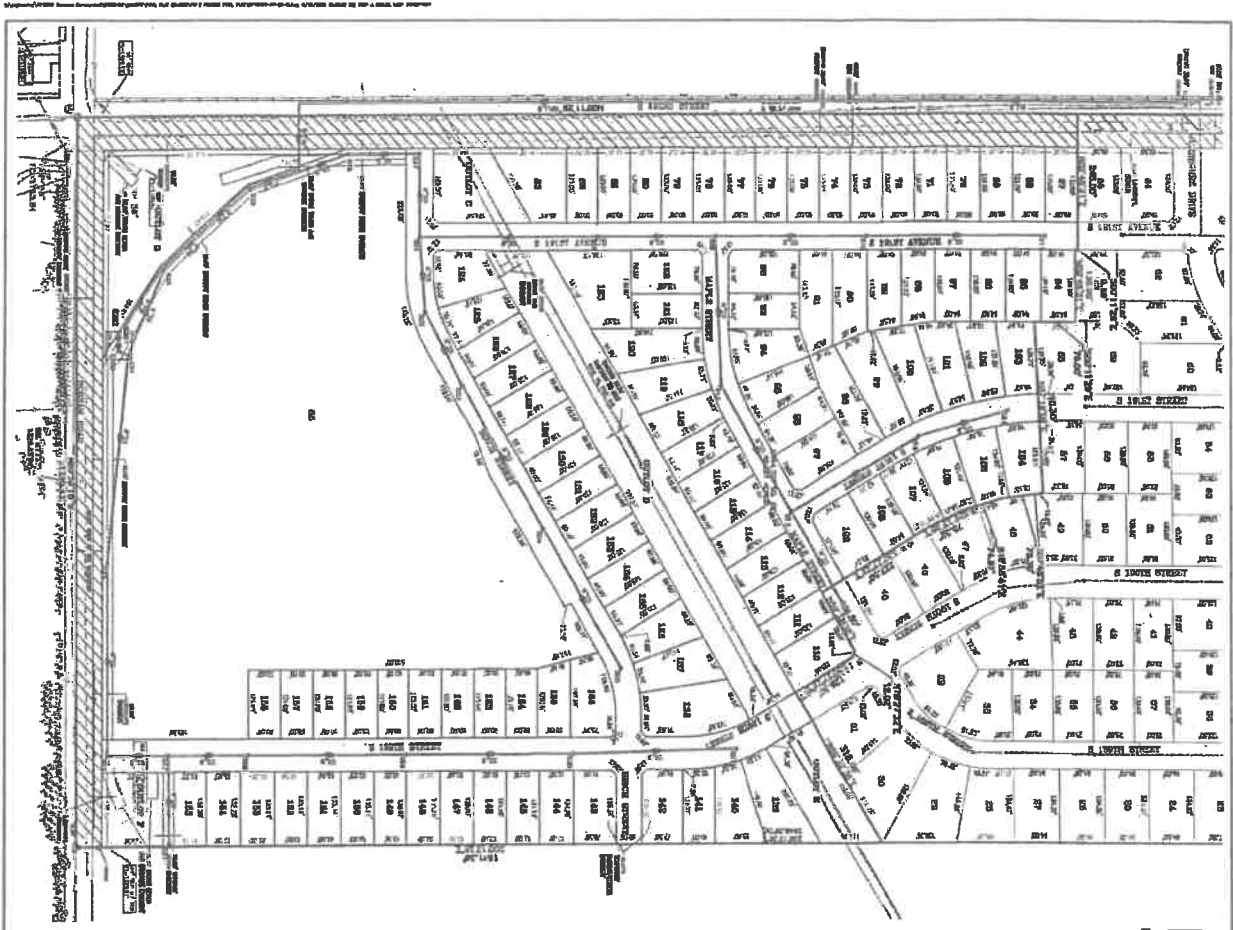
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ON \_\_\_\_\_ 2020

811

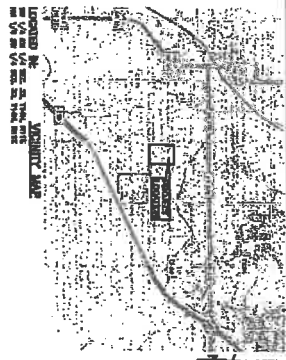
FINAL  
PLAN

HARVEST HILLS (LOTS 66 THROUGH 186, INCLUSIVE AND OUTLOTS C THROUGH G, INCLUSIVE)  
SARPY COUNTY, NEBRASKA

Exhibit A-2020  
Harvest Hills Phase 2, S&ID 337



**HARVEST HILLS**  
 PART OF A PLAT OF 160 ACRES, S&ID 337, TOWNSHIP 4 NORTH, RANGE 11 WEST OF THE 6TH PAUL SMITH COUNTY, NEBRASKA.



- LEGEND**
- 1. PROPOSED LOT
  - 2. PROPOSED SANITARY SEWER
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**811**  
 CALL BEFORE YOU DIG  
 NEBRASKA

REVISED FINAL PLAN  
 SANITARY SEWER PLAN EXHIBIT

**LAND**  
**RYNBARSON**

HARVEST HILLS  
 SARPY COUNTY, NEBRASKA

PRELIMINARY

1 OF 1

Exhibit B-2020  
 Harvest Hills Phase 2, S&ID 337

CITY OF GRETNA  
WASTEWATER SERVICE AGREEMENT  
GENERAL PROVISIONS

DECEMBER 20, 2011

SECTION I  
CLASSES OF USERS

Wastewater collection and treatment services described herein shall be offered by the City of Gretna, hereinafter, referred to as "Gretna" to the following classes of users. These classes are 1) Sanitary and Improvement Districts and 2) Service Users, which shall consist of all users approved by Gretna, hereinafter, such users will be referred to as the "Contributing System," unless the provisions are not applicable to all classes.

Such service will be offered by Gretna to Sanitary and Improvement Districts and the Sewer Service Users within or adjacent to areas served by existing and proposed facilities of the Gretna Interceptor Sewer Conveyance System and shall include receiving, transporting, treating and disposing of wastewater or sewage from the wastewater of Sanitary Sewage Systems of Sanitary and Improvement Districts and Service Users in accordance with the terms and conditions of these General Provisions, any Special Provisions in this Agreement and subject to treatment at Omaha's Wastewater Treatment Facility pursuant to an agreement between Gretna and the City of Omaha.

SECTION II  
CONTRIBUTING SYSTEM

The Contributing System shall be considered to be that portion of the wastewater and pre-treatment facilities within the Sanitary and Improvement District or Service Users which flow to the point(s) of connection to Gretna's interceptor sewer conveyance system.

SECTION III  
CONTRIBUTING SYSTEM-OWNED FACILITIES

Contributing System-owned facilities shall be those facilities owned and operated by the Contributing System including future additions and improvements thereto, and those facilities constructed by the Contributing System in order to effect the interconnection with the Gretna Interceptor Sewer Conveyance System of Gretna.

The Contributing System shall retain the responsibility for construction, operation, maintenance and ownership of facilities comprising the contributing system and future additions thereto and shall retain all contractual and managerial obligations associated with such Contributing System-owned facilities.

**SECTION IV**  
**CONNECTION APPROVAL**

The Contributing System shall not make its connection to the conveyance system of Gretna until it is authorized in writing by the City Engineer or his designee.

**SECTION V**  
**POINT OF CONNECTION**

Subject to the conditions and provisions hereinafter specified, the Contributing System may connect its Wastewater System to the Gretna Interceptor Sewer Conveyance System of Gretna only in such manner of such materials and at such place as shown on Exhibit "A" hereof, which must receive the approval of Gretna prior to such connection, attached hereto and made a part hereof. Should a change of the point or points of connection be required by Gretna because of a change in the quality or quantity of flow from the Contributing System or should the Contributing System request additional points of connection at some future date, such change(s) or additional connection(s) shall be made at the expenditure of the Contributing System and as directed by the City Engineer of Gretna. Any changes in such points necessitated by any changes in flow from Gretna shall be at the cost of Gretna.

**SECTION VI**  
**ADDITIONAL CONNECTIONS**

Service Users shall not allow any other party to connect to such user's system without the written approval of Gretna. Sanitary and Improvement Districts shall not allow any sewer lines or sewers outside their boundaries as existing on the date of this Agreement or outside the area shown on the most recent Exhibit "A" to be connected directly or indirectly to their Wastewater Systems without the written approval of Gretna.

Certification shall be given to Gretna from the consultant or design engineer of the Contributing System that the addition of the additional connections will not overload or exceed design capacity of those sewers being connected to.

If and when Omaha determines that the then existing flow to the Papillion Creek Treatment Plant plus potential flow from all subdivisions then connected to the Papillion Creek Sewer System or for which final plats have been approved by their respective jurisdiction and which are planned for connection to the Papillion Creek Sewer System equals or exceeds the capacity at that time of the Papillion Creek Treatment Plant, Omaha will give notice to all Municipalities connected to the Papillion Creek Sewer System. From that time forward, neither Omaha nor any other Municipality will approve any additional final plats within their respective zoning jurisdictions and Gretna will not make any additional wastewater service agreements or amend existing agreements to serve additional lots until the capacity of the Papillion Creek Wastewater Treatment Plant is increased.

SECTION VII  
GRETNA'S RIGHT TO CONNECT

It is agreed that Gretna shall have the right to connect any City sewers to sewers of those within its zoning jurisdiction to any Contributing System without cost to such Contributing System to provide an outlet for such Gretna Sewers, if necessary, provided, however, that the system to which such connections are made has sufficient reserve capacity to carry the combined load if such combined load becomes necessary. The contributing system has the right to review designs, specifications and criteria for sewer systems to be connected directly or indirectly to the sewer system owned by the contributing system prior to connection.

SECTION VIII  
DISCONNECTIONS AND TERMINATION

Gretna shall have the right to make any disconnections and recover the expenses thereof from the Contributing System should the Contributing System neglect or refuse to disconnect or fail to negotiate a new contract following termination as herein provided. Any Contributing System which ceases to use any wastewater system connected to the conveyance system of Gretna shall disconnect the same at its expense or failing that, Gretna may disconnect the same at the expense of the Contributing System. Gretna acknowledges its sewage conveyance system to the Papillion Creek Treatment Plant is a public utility available without discrimination to members of specified classes. Termination of sewage treatment will not be made without the approval of the appropriate State or Federal agencies having jurisdiction over wastewater pollution and treatment. Termination of sewage treatment service will not be made before ninety (90) days following written notice of such termination. It is acknowledged that during said period, if negotiations produce no new agreement, the parties, or any one of them, may file an action in any court having jurisdiction over the matter to provide equitable relief concerning the issue of continued sewage treatment and the conditions and charges appropriate thereto. Nothing in this paragraph will be construed as a limitation on the authority of the governing body of Gretna to set reasonable rules and regulations concerning sewage service and the appropriate rates pertaining thereto.

SECTION IX  
NEW STORM CONNECTIONS PROHIBITED

After the beginning of service under this Agreement, the Contributing System shall not make or permit to be made any connections which will contribute directly or indirectly into the Gretna Interceptor Sewer Conveyance System, the storm water run-off from surface drains, ditches, streams, storm sewers, roof, areaway or foundation drains.

**SECTION X**  
**EXISTING STORM CONNECTIONS**

As to storm water connections of the type described above which existed in the Contributing System prior to the beginning of service from the Gretna Interceptor Sewer Conveyance System, the Contributing System shall work as vigorously as possible within the technical and financial capabilities of the Contributing System to eliminate all of its storm water connections. The infiltration of ground water in all sewers constructed in the Contributing System after the date of the execution of this Agreement shall not exceed 200 gallons per inch diameter per mile in 24 hours.

**SECTION XI**  
**DESIGN REVIEW**

Gretna has the right to review the designs, specifications and criteria for additions or modifications to any portion of the Contributing System connected directly or indirectly to the Gretna Interceptor Sewer Conveyance System prior to the work being so connected to the Gretna Interceptor Sewer Conveyance System.

**SECTION XII**  
**CHARGES**

As full compensation for the receiving, transporting, and treating of the sewage from the Contributing System, the Contributing System agrees to pay Gretna as follows: those Sanitary and Improvement Districts and Service Users that are not connected to MUD or Gretna waterworks system, shall pay a sum equivalent to the sewer service charges provided by Ordinance 1006, of the Gretna Municipal Code, and any amendments thereto, for the use of Gretna's Sewer System. Payments for wastewater service shall be made within thirty (30) days following receipt of invoice and shall thereafter be delinquent. Delinquent balances shall bear interest as determined by Gretna. Such Sanitary and Improvement District must collect from all contributors within its boundaries or those connected to its system on a fair and equitable cost recovery basis, subject to the approval of the Nebraska Department of Environmental Quality, NDEQ. All users within Sanitary and Improvement Districts party to this Agreement connected to Gretna's System and served by the Water Service of the Metropolitan Utilities District shall pay the rates provided for in Ordinance 1006 of the Gretna Municipal Code according to the provisions therein and the metered water usage.

**SECTION XIII**  
**USE OF PUBLIC AREAS**

It is agreed and understood that there shall be no payment by Gretna for the use of any streets, alleys, avenues, or public property, if any, in the Contributing System for sewer lines or appurtenances constructed therein for the benefit of Gretna, provided Gretna shall, at its expense, repair and replace any pavement damaged during such construction and shall likewise pay the cost of any necessary utility relocations.

**SECTION XIV**  
**FLOW RECORDERS AND SAMPLING DEVICES**

When deemed necessary by the City Engineer or his designee to facilitate a fair and equitable charge being billed by Gretna, the Contributing System agrees to install at its expense sampling manholes approved by Gretna, as provided in Gretna Wastewater Ordinances at point(s) designated by Gretna. Gretna may request monitoring services; however, all maintenance required on the containing structures and manholes shall be at the expense of the Contributing System.

**SECTION XV**  
**REPORTING NEW INDUSTRIES**

It shall be the responsibility of the SID Board of Trustees or Contributing System designee within the jurisdictional limits of Contributing System to notify Gretna of any new user locating within such jurisdictional limits as soon as such location is known to such person or department.

**SECTION XVI**  
**SAMPLING AND TESTING COSTS**

Except as expressly provided in this contract, Gretna has no obligation to make payments to any party for such sampling and testing costs.

**SECTION XVII**  
**INSPECTING AND TESTING**

The Contributing System shall, with respect to property owned by it or under its control, allow Gretna Utilities Superintendent or designees and such personnel from the State or Federal agencies, upon presentation of proper credentials:

1. To enter premises where an effluent source is located or in which any records are required to be kept under the terms of this Agreement.
2. At reasonable times to have access to or copy any records required by this Agreement or State or Federal laws or regulations to be kept by the Contributing System.
3. To inspect and repair or adjust any monitoring equipment or monitoring method required in this Agreement.
4. To sample any discharge point for pollutants.

Contributing System shall, when requested under reasonable circumstances, assist Gretna personnel in making such investigation and inquiry of the property of users within the boundaries or jurisdiction of such Contributing System.

#### SECTION XVIII REPORTS

Service Users, party to this Agreement, shall make all reports required by City, County, or State rules or regulations directly to Gretna.

Sanitary and Improvement Districts, party to this Agreement, shall require within their boundaries or jurisdiction that all such reports be made to them and shall cause copies of all reports to be sent to Gretna.

#### SECTION XIX LAWS AND REGULATIONS

The Contributing System agrees to conform with and enforce all Minimum Standards, Ordinances, rules, regulations and requirements of Gretna and all applicable State and Federal laws, rules and regulations concerning: (1) Industrial Cost Recovery for industries within or connected to the Contributing System, and (2) Wastewater discharges, including limitations and prohibitions, monitoring, and reporting within the Contributing System.

Wastewater emptied into the Gretna Interceptor Sewer Conveyance System from the Contributing System shall be in conformity with current Nebraska Department of Environmental Quality regulations pertaining to sewers or sewage within Gretna and/or in accordance with all State and Federal laws, rules and regulations, whichever is the most restrictive. Wastewater not in conformity with such rules and regulations shall not be permitted to flow through the sewers of the Contributing System into the Gretna Interceptor Sewer Conveyance System.

#### SECTION XX AMENDMENTS – FEDERAL AND STATE REGULATIONS

The Contributing System agrees to abide by any changes in this Agreement made necessary by revisions or additions to State or Federal regulations.

#### SECTION XXI APPORTIONMENT OF FINES

Any fines or penalties imposed upon Gretna by any Federal or State agency or any court of competent jurisdiction shall be paid by the Contributing System or Systems, if any, to which the effluent or other act causing such fine or penalty can be traced. Such payment shall be apportioned to the Contributing Systems according to their contribution to the cause of such fine or penalty.

SECTION XXII  
CHANGE IN OWNERSHIP

In the event of any change in the control or ownership of a facility of a Service User from which authorized discharges are emitted, the permittee user shall notify the succeeding owner or controller of the existence of this Agreement and the permit by means of a letter, a copy of which shall be forwarded to Gretna. This Agreement is not assignable from or to Service Users.

SECTION XXIII  
HAZARDOUS WASTES

It is agreed and understood that the parties to this Agreement are, or may be subject under Section 311 of the Water Pollution Control Act, as it applies to oil and hazardous wastes, and to any applicable State Law or Legislation, under the authority preserved by Section 510 of the Water Pollution Control Act.

SECTION XXIV  
INTERRUPTION OF SERVICE

In the event of a stoppage of the Gretna Interceptor Sewer Conveyance System or in the event of an interruption of service by Gretna or the City of Omaha, it is understood and agreed that Gretna, its officers, employees and agents, in the absence of gross negligence, shall be absolutely free of any liability to the Contributing System, or any owners or lessees of the property or premises within or served by the Contributing System.

SECTION XXV  
DURATION OF AGREEMENT

As provided by Nebraska law (R.R.S. 14-365.09), the term of this Agreement shall be for a period of ten (10) years beginning on the date of the execution hereof. However, it may be extended by written amendment. If the Contributing System is desirous to continue to have its wastewater received and conveyed by Gretna, the Contributing System will notify Gretna within six (6) months of the termination date of this Agreement whereupon the parties will make reasonable efforts to negotiate a new Agreement for such service by Gretna.

SECTION XXVI  
NON-DISCRIMINATION

The Contributing System shall not, in the performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age, or political or religious opinions or affiliations in violation of State laws or local ordinances.

SECTION XXVII  
SOLICITATION

The Contributing System does hereby state, warrant, and covenant that it has not retained or employed any company or person, other than bona fide employees of the Contributing System, to solicit or secure this contract, and it has not paid or agreed to pay any company or person, other than a bona fide employee of the Contributing System, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this statement, warrant, and covenant, Gretna shall have the right to annul this Agreement without liability.

SECTION XXVIII  
SEVERABILITY

If any portion or portions of this Agreement is or are declared illegal or invalid, all other portions shall, to the maximum extent possible, remain in full force and effect.

SECTION XXIX  
TITLES

The titles used in these General Provisions are for convenience only and shall not be used in interpreting these General Provisions.

SECTION XXX  
STRICT COMPLIANCE

All provisions of this contract and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representatives.

## **MAINTENANCE AGREEMENT**

**THIS MAINTENANCE AGREEMENT** is made and entered into on this 7<sup>th</sup> day of July, 2020, by and between the Harvest Hills Homeowners Association, Inc., a Nebraska not-for-profit corporation (“Association”), Sanitary and Improvement District No. 337 of Sarpy County, Nebraska, a political subdivision of the State of Nebraska (“District”), and the City of Gretna, a municipal corporation in the State of Nebraska (“City”).

### **WITNESSETH:**

**WHEREAS**, the District and the City did, on July 7, 2020, enter into a Subdivision Agreement together with 192&370, LLC, a Nebraska limited liability company (“Developer”), which allowed for the Developer to subdivide and develop through the District a parcel of land outside the corporate limits of the City but within the City’s zoning and platting jurisdiction known as the Harvest Hills Phase 2 Subdivision Lots 66-166 and Outlots C-G; and

**WHEREAS**, pursuant to the Subdivision Agreement the Developer was charged with the responsibility of forming a lot owners association the purpose of which was, among other things, to enter into a Maintenance Agreement with the District and City which would obligate the Association on a permanent and continuous basis to provide the proper and continuous maintenance and upkeep of all landscaped medians, landscaped street islands, Outlots C-G, and all other common areas within the Harvest Hills Phase 2 Subdivision, including all decorative street lights, subdivision signs, entrance signs, fencing, and related fixtures, and including all landscaping and related fixtures; and

**WHEREAS**, the Developer’s formation of the Association and the execution of this Maintenance Agreement and the Association’s permanent and continuous obligation to provide the proper and continuous maintenance and upkeep of all landscaped medians, landscaped street islands, Outlots C-G, and all other common areas within the Harvest Hills Phase 2 Subdivision, including all decorative street lights, subdivision signs, entrance signs, fencing, and related fixtures, and including all landscaping and related fixtures, were all required conditions by the City for the City’s approval of the plat of the Harvest Hills Phase 2 Subdivision.

**NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. The Association shall, on a permanent and continuous basis, provide for the proper and continuous maintenance and upkeep of all landscaped medians, landscaped street islands, Outlots A and B, and all other common areas, including all decorative street lights, subdivision signs, entrance signs, fencing, and related fixtures, and including all landscaping and related fixtures, within the Harvest Hills Phase 2 Subdivision. Notwithstanding any provisions to the contrary in this Maintenance Agreement, the District shall be responsible for the maintenance, upkeep and operation of Outlots F and G and the water quality basins located thereon until the expiration of three (3) years from the completion of construction of the public improvements required by Sections II (A) and (D)-(J) of the aforesaid Subdivision Agreement. The lot owner's association shall convey to the District any easements necessary to allow the District to carry out its maintenance responsibilities as provided herein.

2. The Association agrees that it shall, pursuant to its Articles of Incorporation and Bylaws, and the Declaration of Covenants, Conditions and Restrictions and Easements filed by the Developer in the office of the Register of Deeds of Sarpy County, Nebraska, levy assessments in the manner and amount as set forth therein against each lot within the Association, which assessments, together with interest, costs and reasonable attorneys' fees shall be and constitute, until paid, a continuing charge against and a lien upon such lot or property against which each assessment is made.

3. Upon annexation of the subject area by the City, the City shall not assume ownership of Outlots C-G owned by the Association and shall not assume responsibility of any obligations for maintenance or upkeep of Outlots C-G owned by the Association, and such shall instead remain owned by the Association and the Association shall continue to be required to comply with all the permanent and continuous maintenance and upkeep obligations for all landscaped medians, landscaped street islands, Outlots C-G, and all other common areas, including all decorative street lights, subdivision signs, entrance signs, fencing, and related fixtures, and including all landscaping and related fixtures, within the Harvest Hills Phase 2 Subdivision in accordance with Article XV of the Subdivision Agreement between the City, District, and the Developer for the Harvest Hills Phase 2 Subdivision.

**IN WITNESS WHEREOF**, the parties hereto have executed this Maintenance Agreement the day and year first above written.

ATTEST:

CITY OF GRETNA



BY: \_\_\_\_\_  
City Clerk Tammy L. Tisdall, CMC

BY: \_\_\_\_\_  
Mayor James W. Timmerman

ATTEST:

SANITARY AND IMPROVEMENT  
DISTRICT NO. 337 OF SARPY  
COUNTY NEBRASKA

BY: Micell Linn  
Clerk of S.I.D. No. 337

BY: Paul M...  
Chairman

HARVEST HILLS HOMEOWNERS  
ASSOCIATION, INC., A NEBRASKA  
NOT-FOR-PROFIT CORPORATION

BY: Paul M...  
President



**Agenda Item:**

**Title of Agenda Item: Sewer Reduction Request**

**Date: June 23, 2020**

**Submitted by: Rhonda Harriman**



### **STAFF REPORT FOR CITY COUNCIL AGENDA ITEM**

**Summary:** Customer requesting an exception to be made regarding his new sewer rate charge for the current year. Tim Harvey, resident at 11270 S. 200<sup>th</sup> St., has had a high water/sewer bill since they moved into this residence in 2018. They recently discovered, with installation of a new water softener, that they had an issue with their old softener. Upon inspection, the company that installed the new softener said that there was no way for them to know that the softener was causing the issue all this time. Because the issue caused high water usage during the sewer averaging months, the customer's current sewer rate is \$166.46/35,000 gallons of usage.

**Recommendation:** Customer should pay sewer rate of \$75.91/15,000 gallons of usage. This sewer rate was determined by using the previous sewer average. It is difficult to get an actual true average due to the issue going on for some time.

**From:** Timothy Harvey <[Timothy.Harvey@nutrien.com](mailto:Timothy.Harvey@nutrien.com)>  
**Date:** June 15, 2020 at 12:13:00 PM CDT  
**To:** Harvey Tanya <[tawniebonnie@hotmail.com](mailto:tawniebonnie@hotmail.com)>  
**Cc:** Harvey Tanya <[tawniebonnie@hotmail.com](mailto:tawniebonnie@hotmail.com)>  
**Subject:** City Council Letter

To whom it may concern,

My family and I seem to have been paying for excessive amounts of water at our house due to a malfunctioning water softener. We request that our sewer usage be re-averaged after the installation of a new water softener. Upon inspection, the company let us know because of how our system was plumbed into the floor drain, there was no way for us to hear the water running, and because it was just overflowing the tank internally, there would be no physical evidence either on the floor or showing on the display of the unit. Our bill has nearly doubled, and in reality has been more than 3X what our neighbors have been paying upon finding all of this out. Please let me know if there is anything further you would require of us.

Regards,

Tim Harvey  
Project Foundation  
c 402-540-4609  
[Timothy.Harvey@nutrien.com](mailto:Timothy.Harvey@nutrien.com)

## AGREEMENT

THIS AGREEMENT is made and entered into on the last date below written by and between the CITY OF GRETNA, a Nebraska municipal corporation, hereinafter referred to as the "City", and NEBRASKA CROSSING, LLC, a Nebraska limited liability company, hereinafter referred to as the "Developer".

WHEREAS, the Developer is the manager of the Nebraska Crossing Mall which is within the City's corporate limits and situated on Nebraska Crossing Replat 5; and

WHEREAS, the Developer desires that the City's adjoining public street consisting of Nebraska Crossing Drive be improved so that there would be approximately 121 new diagonal parking spaces within the south right-of-way of Nebraska Crossing Drive along with associated sidewalks, pedestrian crossings, striping, signage, curb ramps, and crossing lights, hereinafter referred to as the "Street Improvements"; and

WHEREAS, the Developer is willing to undertake the designing and construction of the Street Improvements; and

WHEREAS, the Developer and the City desire to agree upon the Street Improvements to be designed and constructed by the Developer and the Developer's responsibility for and payment of the entire costs associated therewith; and

WHEREAS, the Developer and the City desire to memorialize in this Agreement their understanding regarding such Street Improvements, the Developer's designing and construction thereof, the Developer's responsibility for and payment of the entire costs associated therewith, and other involved and associated matters.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

### I.

For the purpose of this Agreement the "cost" or "entire cost" of the Street Improvements shall mean all construction costs, engineering fees, attorney fees, testing expenses, publication costs, financing costs, and miscellaneous costs.

### II.

- A. The Street Improvements to be designed and constructed by the Developer are generally shown on the Site Plan which is attached hereto as Exhibit "A" and generally consist of integral curb removals, curb inlet reconstruction, PC concrete pavement, street light relocations, striping, surface restoration, and associated appurtenances.

- B. It is the intention of the parties that the Street Improvements be completed by August 1, 2020. Accordingly, the parties agree to cooperate and make reasonable and good faith efforts to perform their responsibilities hereunder in an expedient and timely manner so as to achieve completion of the Street Improvements by such date.
- C. The Developer will have its engineers, Thompson Dreesen & Dorner, Inc. (hereinafter referred to as the "Project Engineer"), registered engineers in the State of Nebraska, prepare the plans and specifications for the Street Improvements including a traffic control plan. The final plans and specifications for the Street Improvements and the traffic control plan shall be subject to the advance approval of the City, which approval shall not be unreasonably withheld. The City shall have the right to use and reproduce the Street Improvement's plans and specifications for its own use or for the use of any engineers or other parties providing services to the City in connection with any other planning or improvements undertaken by the City.
- D. The Project Engineer will also prepare the tract maps and legal descriptions for right-of-way, permanent easements, and temporary easements necessary to construct the Street Improvements, which shall be subject to the advance approval of the City, which approval shall not be unreasonably withheld.
- E. The Developer shall enter into a construction contract for the Street Improvements with the Developer's onsite Nebraska licensed general contractor. The parties agree that the Street Improvements shall not be publicly bid. Following the execution of the contract between the contractor and the Developer, the City shall be provided a copy of the fully executed contract. The City and the City Engineer shall be listed as an additional insured on the contractor's contract. The Street Improvements shall be warrantied for two (2) years covering all defects in workmanship and materials. The warranty shall be written in the name of both the Developer and the City. All contractor penalties for construction specification non-compliance shall be payable to the City and not to the Developer.
- F. The Developer shall cause the Street Improvements to be constructed in substantial compliance with the Street Improvement's plans and specifications and the traffic control plan. The Project Engineer shall provide construction administration and project management for the Street Improvements. At any time during the course of constructing the Street Improvements, the City shall have the right, but not the obligation, to inspect the work to ensure compliance with the Street Improvement's plans and specifications.
- G. No change order which results in a significant modification to the Street Improvement's plans and specifications shall be undertaken without the approval of the parties, which approval shall not be unreasonably withheld.
- H. In conjunction with the Project Engineer's approval of progress pay estimates to the Developer's contractor, the Project Engineer shall send the City Engineer a copy of each such progress pay estimate, which shall include lien waivers submitted with the progress

pay estimates. Additionally, the Project Engineer shall send to the City Engineer copies of all testing and compaction reports and all of the Project Engineer's daily field reports.

- I. The Project Engineer shall maintain records of all costs incurred in connection with the Developer's construction of the Street Improvements, and the City shall have the right to audit and review such records.
- J. The City Engineer shall be notified of all pre-construction meetings, progress meetings, and other project update meetings with the contractor and Developer, and the City Engineer may attend as deemed necessary.
- K. The Project Engineer shall notify the City Engineer in advance of the final walk-through and inspection of the project, and the Project Engineer and the City Engineer shall together perform the final walk-through and inspection of the project. All deficiencies in work revealed during the final walk-through and inspection shall be listed in writing by the Project Engineer as remedial work required to be performed by the contractor, and the Project Engineer shall provide the remedial work list to the contractor and the City Engineer. After the contractor's proper completion of the remedial work, the Project Engineer and the City Engineer may again together perform another final walk-through and inspection or waive the same.
- L. Upon the completion of the Street Improvements and all remedial work as provided in the immediately preceding Subsection II (K), the Project Engineer shall determine, draft, and present to the City Engineer the proposed substantial completion and final acceptance documents and the City Engineer shall review and must approve the substantial completion and final acceptance of the project prior to issuance by the Project Engineer or execution by the contractor. Final acceptance of the project shall not be issued without the advance written approval of the City Engineer.
- M. Upon completion and acceptance of the Street Improvements as provided in the immediately preceding Subsection II (L), the City shall own and be responsible for the maintenance, operation, repair, and snow removal associated with Nebraska Crossing Drive.
- N. The Project Engineer and City Engineer shall conduct a twenty-three (23) month inspection of the Street Improvements and if deficiencies are found, then the Project Engineer shall contact the contractor to arrange for the remedial work to be completed. All warranty and remedial work shall be addressed prior to the end of the two (2) year warranty period.

### III.

- A. The Developer shall pay all of the costs associated with the designing and construction of the Street Improvements, including all costs associated with the relocation of any private utility lines (i.e., natural gas, electric, telecommunications, cable, fiber optics, etc.). The

City shall not in any manner whatsoever be liable or responsible for any of the costs associated with the designing and construction of the Street Improvements or the relocation of any private utility lines.

IV.

- A. No separate administrative entity, partnership nor joint venture, among the parties, is deemed created by virtue of this Agreement.
- B. The administration of this Agreement shall be through the offices of the undersigned officers for their respective entities.
- C. This Agreement shall be binding upon the parties hereto, their respective successors and assigns.
- D. No provision, term, condition, or requirement of this Agreement may be modified except by a written modification agreement signed by the parties.
- E. This Agreement and the provisions herein shall not constitute or be construed to be to the benefit of any third party and nor is it intended that this Agreement or any provisions herein shall be for the benefit of any third party.
- F. The City shall not be liable to the Developer for any delay in any performance or for failure to render any performance under this Agreement, and any such delay or failure shall for all purposes be excused, when such delay or failure is caused by governmental regulations (whether or not valid), acts of God, fire, explosion, weather, flood, earthquake, tornado, differences with workmen, strike, lockout, actions of labor unions, war, invasion, insurrection, riot, mob violence, sabotage, accident, shortage of material or railroad cars or other transportation, appropriation of plant or product (including but not limited to products) in whole or in part, inability to obtain raw materials or power, pandemic, national, state or local emergency, state or local directed health measures, quarantine, prohibitions or limitations of work or travel, or any other cause or causes beyond the reasonable control of the City, which events or causes are collectively referred to as "force majeure." The City shall notify the Developer in writing immediately upon the occurrence of an event of force majeure, stating the nature of the event and its expected duration.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date opposite their signature.

CITY OF GRETNA, NEBRASKA,  
a municipal corporation

DATE

By: \_\_\_\_\_  
Mayor James W. Timmerman

\_\_\_\_\_

NEBRASKA CROSSING, LLC,  
a Nebraska limited liability company

DATE

By: \_\_\_\_\_  
Rod Yates, Managing Member

\_\_\_\_\_



## INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF GRETNA, NEBRASKA, a municipal corporation in the State of Nebraska (hereinafter referred to as the “City”), and SANITARY AND IMPROVEMENT DISTRICT NO. 278 OF SARPY COUNTY, NEBRASKA, a political subdivision of the State of Nebraska (hereinafter referred to as the “SID”).

### WITNESSETH:

**WHEREAS**, the SID encompasses the area currently being platted as the Tiburon Ridge Commercial Subdivision Lots 1-16 and Outlots A-H and also encompasses the existing Tiburon Ridge Phase 1 Subdivision Lots 1-50 and Outlots A-C, the Tiburon Ridge Phase 2 Subdivision Lots 51-114 and Outlot D, and the Tiburon Ridge Phase 3 Subdivision Lots 115-147 and Outlots E and F, the final plats of which are attached hereto collectively as Exhibit “A”, which parcels of land are outside the City’s current zoning and platting jurisdiction but are within the City’s designated wastewater service area; and

**WHEREAS**, the City has long established plans for the sub-basin in which the SID is located to be served by a new sub-basin interceptor sewer main and regional lift station and the financing for the construction of that new sub-basin interceptor sewer main and regional lift station is now in place; and

**WHEREAS**, the sub-basin interceptor sewer main and regional lift station benefit the property owners within the SID and within this sub-basin and the taxpayers of the City shall not be at risk to pay for the majority of the debt service costs of this sub-basin interceptor sewer main and regional lift station; and

**WHEREAS**, in order to initiate the construction of the sub-basin interceptor sewer main and regional lift station and finance the same the City requires the agreements and payments herein provided for; and

**WHEREAS**, the City and the SID wish to hereby agree upon the City's construction of the sub-basin interceptor sewer main and regional lift station and the SID's cost share contribution payment to the City towards the construction of the sub-basin interceptor sewer main and regional lift station; and

**WHEREAS**, it is to the mutual advantage of the City and the SID and the citizens of each that the parties cooperate in the construction of the sub-basin interceptor sewer main and regional lift station and in the sharing of the costs thereof; and

**WHEREAS**, the parties are authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 through 827, to so cooperate and to enter into agreements for such cooperative action and thereby provide services and facilities in a manner which accords best with factors influencing the needs and development of local communities.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**I.**

For the purpose of this Interlocal Agreement the following words and phrases shall have the following meanings:

- A. The "cost" or "entire cost" shall mean all construction costs, engineering fees, attorney fees, testing expenses, publication costs, financing costs, easements, and miscellaneous costs. In this regard, financing costs shall include all fiscal agent warrant fees and bond fees and interest on warrants.

**II.**

- A. The City shall design, bid, and construct a sub-basin interceptor sewer main and regional lift station which will serve the SID and which will also serve other lands within the sub-basin. The sub-basin interceptor sewer main shall be an eighteen inch (18") diameter gravity sewer and a ten inch (10") force main sewer and regional lift station with manholes and related appurtenances which shall be located as approximately shown and depicted in the attached Exhibit "B". The timing of the designing, bidding, and construction of the sub-basin interceptor sewer main shall be cooperatively coordinated by

and between the City and the SID. The sub-basin interceptor sewer main and regional lift station will be owned, operated, and maintained by the City as part of the City's wastewater service system.

- B. The City Engineer's estimated costs for constructing the sub-basin interceptor sewer main and regional lift station is approximately \$4,500,000.00, and the City shall pay the entire costs of the sub-basin interceptor sewer main and regional lift station.
- C. In the event that the lowest responsible bid received by the City exceeds the City Engineer's estimated costs for constructing the sub-basin interceptor sewer main and regional lift station by ten percent (10%) or more, the parties shall promptly meet to determine whether it would be in the parties' best interests to rebid the project, award the contract as bid, or proceed with the project.

### III.

- A. The SID shall pay to the City a cost share contribution towards the construction of the sub-basin interceptor sewer main and regional lift station in the total amount of \$1,930,000.00. Said payment shall be made in cash or warrants immediately convertible to cash, and shall be paid directly to the City prior to or in conjunction with the execution of this Interlocal Agreement.
- B. The cost share contribution payment by the SID to the City towards the construction of the sub-basin interceptor sewer main and regional lift station as provided in Section III (A) above, does not involve or include any additional or excess, or pioneering payments or amounts, which the City additionally requires in order to initiate the construction of the sub-basin interceptor sewer main and regional lift station and finance the same. Accordingly, the SID shall not in any manner be entitled to any payments, repayments, or pioneering reimbursements from the City or from any other property owner, developer, subdivider or sanitary and improvement district which may make a connection to the sub-basin interceptor sewer main and regional lift station in the future. Notwithstanding anything to the contrary herein, the SID shall be entitled to seek reimbursement from the owners of Lots 1-16 of the Tiburon Ridge Commercial Subdivision of such amounts that the SID may determine to be equivalent to the City's Sewer Capital Facility (Special Connection) Fees and the City's Tiburon Sub-Basin Sewer Fees.

### IV.

- A. There shall be no separate legal or administrative entity created to administer this Interlocal Agreement and, therefore, no separate budget is established for such an entity.
- B. This Interlocal Agreement shall continue until such time as the obligations of the parties under this Interlocal Agreement have been completed, unless this Interlocal Agreement is terminated sooner by the written agreement of all parties hereto.
- C. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, each party agrees that it nor any of its contractors or agents shall discriminate against any employee, or applicant for employment to be employed in the performance of this Interlocal Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

- D. This Interlocal Agreement shall be governed in all respects by the laws of the State of Nebraska and the venue for any litigation with respect hereto shall be in the courts of Sarpy County, Nebraska.
- E. This instrument contains the entire agreement of the parties and shall be binding upon the successors and assigns of the respective parties. No amendments, deletions or additions shall be made to this Interlocal Agreement except in writing signed by all parties.
- F. In the event any portion of this Interlocal Agreement may be held invalid or unenforceable for any reason, it is agreed that any invalidity or unenforceability shall not affect the remainder of this Interlocal Agreement and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of this Interlocal Agreement so as to render it valid and enforceable.
- G. The parties agree to comply with the residency verification requirements of Neb. Rev. Stat. §§ 4-108 through 4-114. The parties are required and hereby agree 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.
- H. The parties warrant to each other that they have not employed nor retained any company or person, other than a bona fide employee working solely for the parties to this Interlocal Agreement to solicit or secure this contract, and that they have not paid or agreed to pay any company or person other than a bona fide employee working solely for the parties, any fee, commissions, percentage, brokerage fees, gifts or other consideration, contingent upon or resulting from the award or making of this Interlocal Agreement.
- I. Each party hereto represents and warrants to the other party that it has all necessary right, power and authority to enter into this Interlocal Agreement, and the execution and delivery of this Interlocal Agreement and the performance and observance of all obligations and conditions to be performed or observed by such party have been duly authorized by all necessary action on behalf of such party.
- J. This Interlocal Agreement and the provisions herein shall not constitute or be construed to be to the benefit of any third party and nor is it intended that this Interlocal Agreement or any provisions herein shall be for the benefit of any third party.
- K. The City shall not be liable to the SID for any delay in any performance or for failure to render any performance under this Interlocal Agreement, and any such delay or failure shall for all purposes be excused, when such delay or failure is caused by governmental regulations (whether or not valid), acts of God, fire, explosion, weather, flood, earthquake, tornado, differences with workmen, strike, lockout, actions of labor unions, war, invasion, insurrection, riot, mob violence, sabotage, accident, shortage of material or railroad cars or other transportation, appropriation of plant or product (including but not limited to products) in whole or in part, inability to obtain raw materials or power, pandemic, national, state or local emergency, state or local directed health measures, quarantine, prohibitions or limitations of work or travel, or any other cause or causes beyond the reasonable control of the City, which events or causes are collectively referred to as "force

majeure.” The City shall notify the SID in writing immediately upon the occurrence of an event of force majeure, stating the nature of the event and its expected duration.

**IN WITNESS WHEREOF**, we, the executing parties, by their respective duly authorized agents, hereby enter into this Interlocal Cooperation Agreement effective on the day and year first above written.

ATTEST:

CITY OF GRETNA

\_\_\_\_\_  
City Clerk Tammy L. Tisdall, CMC

BY \_\_\_\_\_  
Mayor James W. Timmerman

ATTEST:

SANITARY AND IMPROVEMENT  
DISTRICT NO. 278 OF SARPY COUNTY,  
NEBRASKA

\_\_\_\_\_  
Clerk

BY \_\_\_\_\_  
Chairman

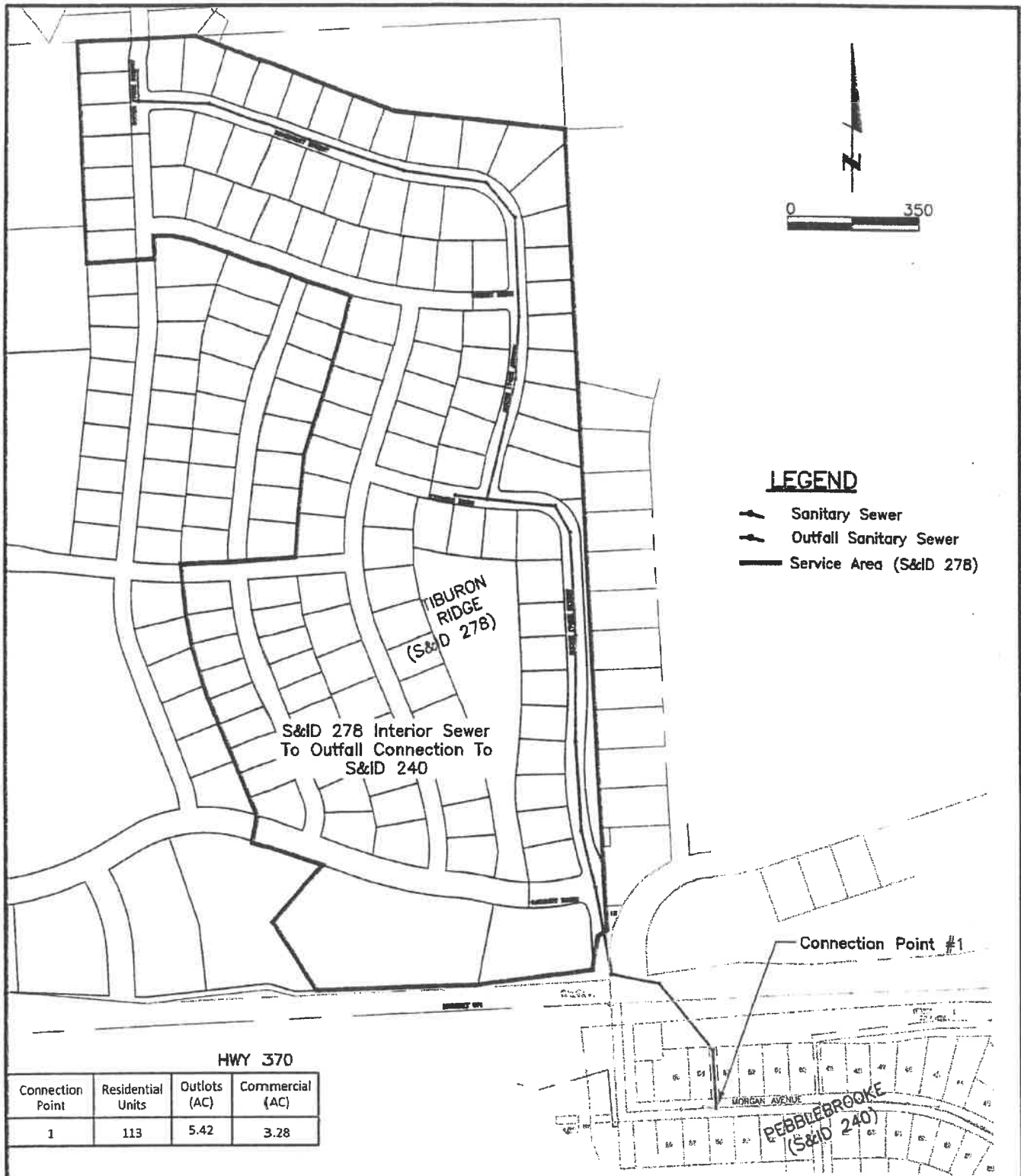
APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney Jeff C. Miller

\_\_\_\_\_  
Attorney for S.I.D. No. 278





**LEGEND**

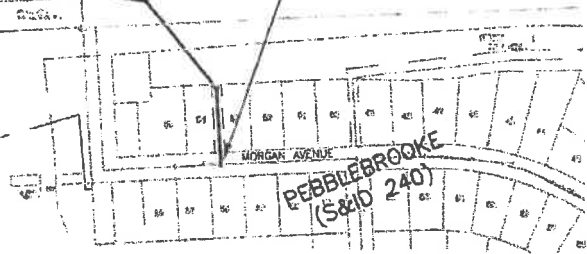
- Sanitary Sewer
- Outfall Sanitary Sewer
- Service Area (S&D 278)

S&D 278 Interior Sewer  
To Outfall Connection To  
S&D 240

Connection Point #1

HWY 370

Connection Point	Residential Units	Outlots (AC)	Commercial (AC)
1	113	5.42	3.28



**LAMP RYNEARSON**  
& ASSOCIATES

14710 West Dodge Road, Suite 100 402.496.2498 | P  
Omaha, Nebraska 68154-2027 402.496.2730 | F  
www.LRA-Inc.com

drawn by | designed by | reviewed by | project - task number | date | book and page | revisions

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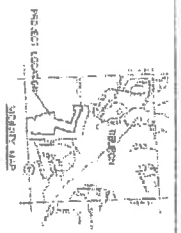
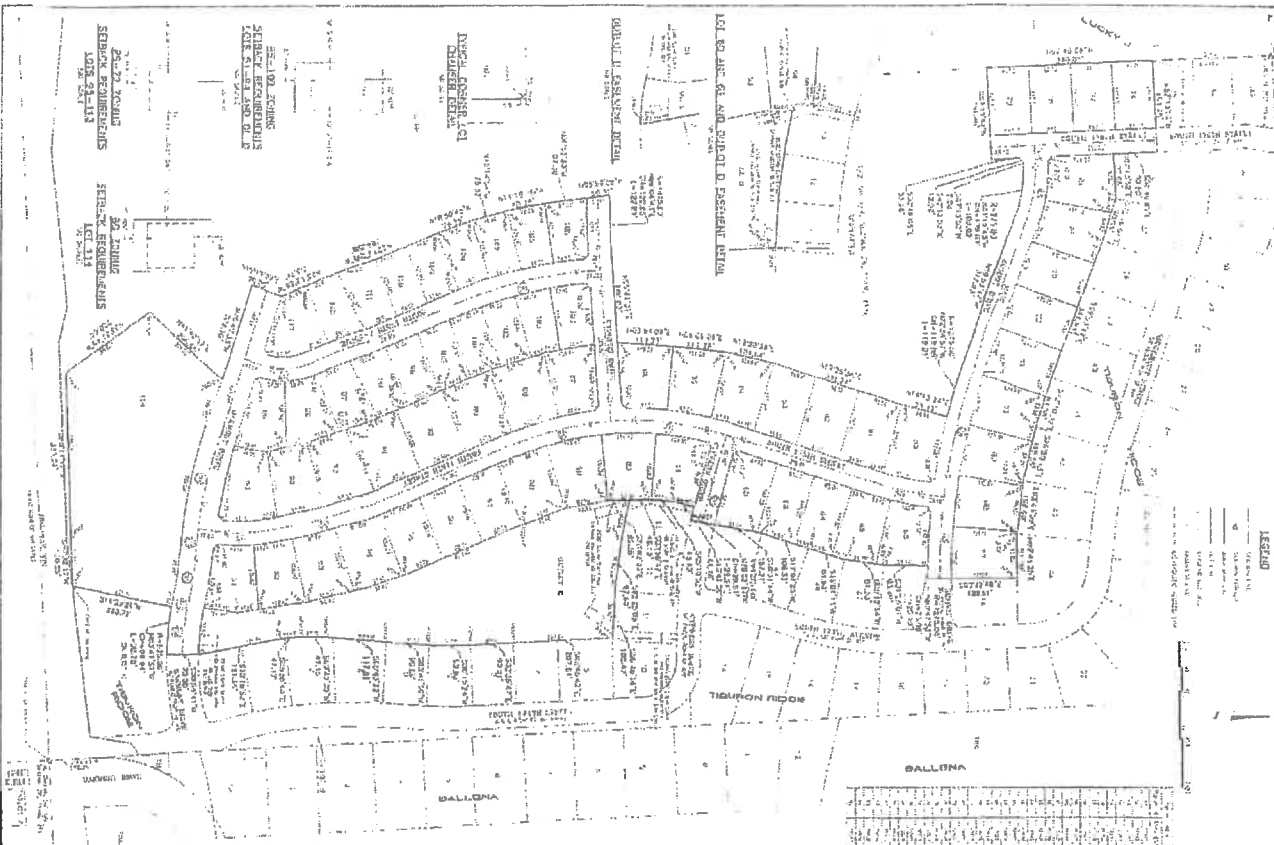
Exhibit "A"  
Tiburon Ridge Phase 1

**TIBURON RIDGE**

IBURON RIDGE, LOTS 51 THROUGH 114, INCLUSIVE AND OUTLOT D, INCLUSIVE AND PART OF THE EAST PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH T.M. SHERIDAN COUNTY, NEBRASKA.

LEGEND

- 1. Lot boundaries
- 2. Easements
- 3. Right of way
- 4. Utility easements
- 5. Other easements



**SECTION CAPTIONS**

SECTION 1. This section contains the following description of the land shown thereon: ...

SECTION 2. This section contains the following description of the land shown thereon: ...

SECTION 3. This section contains the following description of the land shown thereon: ...

SECTION 4. This section contains the following description of the land shown thereon: ...

SECTION 5. This section contains the following description of the land shown thereon: ...

SECTION 6. This section contains the following description of the land shown thereon: ...



**LAMP RYNEARSON**  
 147 10 West Locust, Room 1 - 48 100  
 Omaha, Nebraska 68104-2162  
 Phone: 482-1500

TIBURON RIDGE (LOTS 51 THROUGH 114, INCLUSIVE AND OUTLOT D)  
 SHERIDAN COUNTY, NEBRASKA

FINAL  
 PLAT

Exhibit "A"  
 Tiburon Ridge Phase 2



**AGREEMENT  
FOR INTERCEPTOR CONNECTION AND WASTEWATER SERVICE  
BETWEEN  
THE CITY OF GRETNA, NEBRASKA AND  
SANITARY AND IMPROVEMENT DISTRICT NO. 278  
SARPY COUNTY, NEBRASKA  
(TIBURON RIDGE COMMERCIAL SUBDIVISION LOTS 1-16 AND OUTLOTS A-H)**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2020 by and between SANITARY AND IMPROVEMENT DISTRICT NO. 278 OF SARPY COUNTY, NEBRASKA (hereinafter called S&ID 278), and the CITY OF GRETNA, a municipal corporation of the State of Nebraska (hereinafter called GRETNA).

WITNESSETH THAT:

WHEREAS, GRETNA owns and operates a municipal interceptor sewer conveyance system in the Papillion Creek Watershed and the CITY OF OMAHA, a municipal corporation of the State of Nebraska (hereinafter called OMAHA) owns and operates a wastewater treatment system in the metropolitan area; and

WHEREAS, S&ID 278 desires to have GRETNA convey S&ID 278's sewage from each of the various connection points; and

WHEREAS, it is to the mutual advantage of the parties hereto and in the general public interest for the sewage of S&ID 278 from the Papillion Creek Watershed to be treated by the OMAHA wastewater treatment system; and

WHEREAS, the accomplishment of such an arrangement is authorized by law and Interlocal Agreements with OMAHA.

NOW, THEREFORE, in consideration of these facts, the parties hereto do mutually agree as follows:

1. For the services hereinafter stipulated to be performed by GRETNA and OMAHA, S&ID 278 shall comply with the terms as set forth in the CITY OF GRETNA WASTEWATER SERVICE AGREEMENT GENERAL PROVISIONS, adopted on December 20, 2011 via Ordinance #1010, a copy of which is attached hereto, have an approved development agreement (if applicable), and make payment of all applicable fees accordingly.
2. OMAHA shall provide sewage treatment services as called for in said GENERAL PROVISIONS for the area shown in Exhibit A-2020, Tiburon Ridge Commercial, S&ID 278. This Agreement covers only lots specified below. Development and connection to the interceptor sewer conveyance system for any additional area outside of these lots must be provided for by amending this Agreement or by a new wastewater service agreement.

Connection Points

Lots Served

Consisting of a gravity outfall sewer from Tiburon Ridge Commercial Lot 11 and going south and south/southeast to a point of connection with GRETNA's Tiburon Phase 2B Sub-Basin Sewer, and a gravity sewer from the intersection of Oakmont Drive and South 177<sup>th</sup> Street and going east under Oakmont Drive to a point of connection with the sewer system in the Tiburon Ridge Phase 3 Subdivision southwest of Outlot E, as indicated on Exhibit B-2020, Tiburon Ridge Commercial, S&ID 278.

S&ID 278 Tiburon Ridge Commercial	
Residential	
Tiburon Ridge Commercial	
Lots 1 and 2	2 Lots
Total Residential	2 Lots
Commercial	
Tiburon Ridge Commercial	
Lots 3-16	14 Lots
Total Commercial	14 Lots
Outlots	
Tiburon Ridge Commercial	
Outlots A-H	13.599 AC
Total Outlots	13.599 AC

3. S&ID 278 shall be responsible for obtaining all necessary local and state governmental permits for its sewer construction and connection. GRETNA's permission provided for herein is only that of the owner of the conveyance system.
4. Manhole(s) shall be constructed at connection point(s) as indicated on Exhibit B-2020, Tiburon Ridge Commercial, S&ID 278; such that the first six (6) feet of riser above the floor of the manhole is a minimum of fifty-four (54) inches in diameter. The location of each such manhole shall be approved by the City Engineer of GRETNA.
5. S&ID 278 shall not, directly or indirectly, permit the connection to the GRETNA Municipal Sewer, or a future extension thereof, of any property, lot or structure used or to be used for any purposes whatsoever without the express permission of GRETNA, which permission will not be unreasonably withheld. Any entity making new connections prior to completion of a signed Interceptor Connection Agreement shall be subject to payment to OMAHA of OMAHA inspection fees ten (10) times the current fees for interceptor connection inspections.
6. Charges for sewer service for all customers within S&ID 278 shall be based upon MUD water consumption. Retail flow and customer charges as now and hereafter established in the GRETNA Master Fee Schedule as amended, currently Ordinance #2051, shall apply.
7. As provided by Nebraska Revised Statute § 14-365.09, this Agreement will, unless extended as provided below, terminate ten (10) years after its effective date. This Agreement may be extended by written amendment. GRETNA acknowledges its

sewage conveyance system is a public utility available without discrimination to members of specified classes and treatment is available as a benefit of the agreement between OMAHA, GRETNA, and SARPY COUNTY, dated September 18, 2013. Termination of sewage conveyance and treatment will not be made without the approval of the appropriate state or federal agencies having jurisdiction over wastewater pollution and treatment. Termination of sewage conveyance and treatment service will not be made before ninety (90) days following written notice of such termination. It is acknowledged that during said period, if negotiations produce no new agreement, the parties, or any one of them, may file an action in any court having jurisdiction over the matter to provide equitable relief concerning the issue of continued sewage conveyance and treatment and the conditions and charges appropriate thereto. Nothing in this paragraph will be construed as a limitation on the regulations concerning sewage service and the appropriate rates pertaining thereto.

8. S&ID 278 shall not be obligated to pay the Sewer Capital Facility (Special Connection) Fee established in the GRETNA Master Fee Schedule, as amended, currently Ordinance #2051. The Sarpy County Planning and Building Department shall be advised that payment of the foregoing fee has been waived by GRETNA for the property described herein.
9. S&ID 278 shall not be obligated to pay the Tiburon Sub-Basin Sewer Fees established in the GRETNA Master Fee Schedule, as amended, currently Ordinance #2051. The Sarpy County Planning and Building Department shall be advised that payment of the foregoing fee has been waived by GRETNA for the property described herein.
10. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart copies of this Agreement shall be exchanged between the Parties. A copy of this Agreement shall be provided to OMAHA by GRETNA, within ten (10) business days after being signed and executed.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED BY S&ID 278 this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

SANITARY AND IMPROVEMENT  
DISTRICT NO. 278 of  
SARPY COUNTY, NEBRASKA

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chairman

EXECUTED BY GRETNA this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

CITY OF GRETNA

\_\_\_\_\_  
City Clerk Tammy L. Tisdall, CMC

\_\_\_\_\_  
Mayor James W. Timmerman

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney Jeff C. Miller



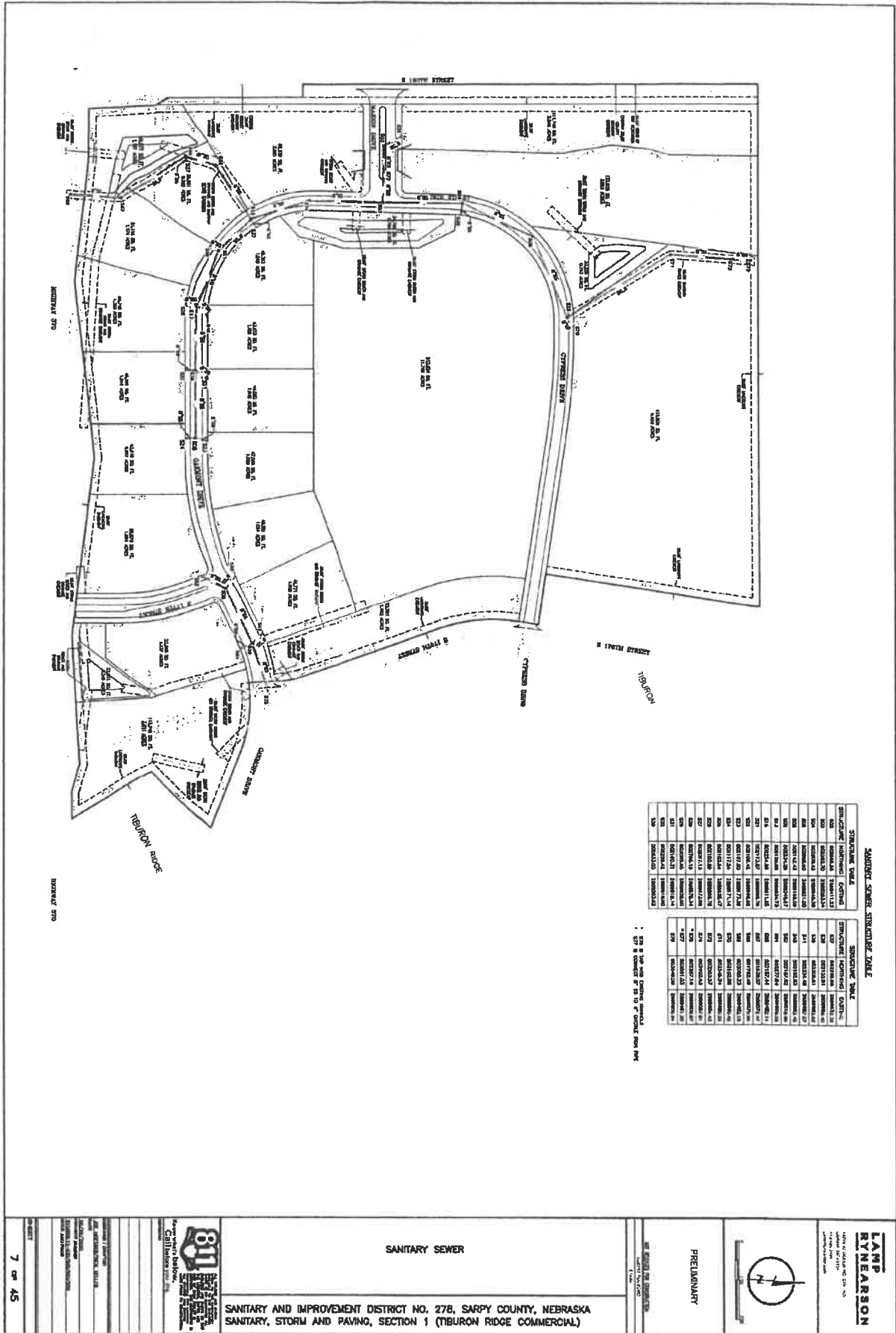


Exhibit B-2020,  
Tiburon Ridge Commercial, S&ID 278

City of Lincoln  
Nebraska

**SANITARY SEWER**

SANITARY AND IMPROVEMENT DISTRICT NO. 278, SARPY COUNTY, NEBRASKA  
SANITARY, STORM AND PAVING, SECTION 1 (TIBURON RIDGE COMMERCIAL)

**LAMP  
BYNARSON**

ENGINEERS AND ARCHITECTS

1000 G STREET, SUITE 100  
LINCOLN, NEBRASKA 68502

DATE: 11/11/2020

PROJECT: SANITARY SEWER

7 of 45

PRELIMINARY

SCALE: AS SHOWN

**CITY ENGINEER REPORT**

Agenda Item No. 4G

Date: July 1, 2020  
July 16, 2020 (Update)

To: Mayor and Council  
Jeff Kooistra, City Adm.  
Tammy Tisdall, City Clerk  
Kris Faris, Public Works Director  
File

From: Gregory E. Perry, PE

Re: Downtown Streetscape Improvements  
Compass Utility LLC - Pay Request No. 4 / Change Order No. 1  
OPCE Project No. 18067-03


Compass Utility LLC has submitted their Pay Request No. 4 for work completed in the amount of \$246,369.15. The pay request reflects 54% of their current contract price. We have attached our Recommendation for Payment.

The Contractor has completed the concrete curb and gutter and sidewalks on the north ½ block of McKenna between Wallace and Angus (Phase 1 and 2).

The Contractor's schedule includes completing the north ½ of Phases 1 and 2 by July 3<sup>rd</sup>. The Contractor anticipates beginning removals, storm sewer construction and water service work on the remaining south ½ block of Phase 1 and 2 (from midblock of McKenna Avenue south to Angus St.) on July 6<sup>th</sup>.

Compass Utility LLC has submitted a Change Order No. 1 for an extension of contract time. The Contractor will have south ½ block of Phase 1 and 2 completed by the July 24<sup>th</sup>. The remaining work items include the stair entrance to City Hall, a portion of the Library parking lot, landscape walls, street lights and handrail/fencing.

We will be at the July 21<sup>st</sup> Council meeting to answer any questions you may have regarding the pay request and construction progress.

  
Gregory E. Perry, PE  
Project Engineer



# Progress Estimate - Unit Price Work

# Contractor's Application

For Downtown Streetscape (Contract): Improvements Rebid, Gretna, NE										Application Number:	4	
Application 6/30/2020 Period:										Application Date:	7/1/2020	
A										F		G
Bid Item No.	Description	Item Quantity	Unit	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
1	SITE PREPARATION / MOBILIZATION	1.00	LS	\$111,450.30	\$111,450.30	1.00	\$111,450.30		\$111,450.30	100.0%	\$0.00	
2	TRAFFIC CONTROL / BARRICADING / DETOUR SIGNAGE / TEMPORARY FENCING	1.00	LS	\$10,175.00	\$10,175.00	1.00	\$10,175.00		\$10,175.00	100.0%	\$0.00	
3	FURNISH CHANGEABLE MESSAGE SIGN	28.00	DAY	\$165.00	\$4,620.00		\$0.00		\$0.00		\$4,620.00	
4	REMOVE CONCRETE PAVEMENT	278.00	SY	\$8.12	\$2,257.36	236.00	\$1,916.32		\$1,916.32	84.9%	\$341.04	
5	REMOVE BRICK PAVEMENT W/ CONCRETE BASE	9,234.00	SF	\$1.99	\$18,375.66	8,230.00	\$16,377.70		\$16,377.70	89.1%	\$1,997.96	
6	REMOVE ASPHALT SURFACING, BRICK W/ CONC. PAVEMENT BASE	696.00	SY	\$8.12	\$5,651.52	674.00	\$5,472.88		\$5,472.88	96.8%	\$178.64	
7	REMOVE CONCRETE CURB & GUTTER	1,543.00	LF	\$9.18	\$14,164.74	1,032.00	\$9,473.76		\$9,473.76	66.9%	\$4,690.98	
8	REMOVE CONCRETE SIDEWALK	12,349.00	SF	\$0.77	\$9,508.73	7,879.00	\$6,066.83		\$6,066.83	63.8%	\$3,441.90	
9	REMOVE & REPLACE CONCRETE PARKING LOT (LIBRARY)	150.00	SY	\$59.79	\$8,968.50		\$0.00		\$0.00		\$8,968.50	
10	REMOVE CITY HALL STEPS & RAMP (WEST)	1.00	LS	\$1,495.00	\$1,495.00		\$0.00		\$0.00		\$1,495.00	
11	REMOVE CITY HALL STEPS & RAMP (SOUTH)	1.00	LS	\$5,005.00	\$5,005.00	1.00	\$5,005.00		\$5,005.00	100.0%	\$0.00	
12	REMOVE STREET LIGHT BASE	9.00	EA	\$292.50	\$2,632.50	7.00	\$2,047.50		\$2,047.50	77.8%	\$585.00	
13	SUBGRADE PREPARATION	4,022.00	SY	\$3.25	\$13,071.50	1,069.00	\$3,474.25		\$3,474.25	26.6%	\$9,597.25	
14	CONSTRUCT 4-INCH IMPRINTED CONCRETE SIDEWALK	361.00	SF	\$7.82	\$2,823.02	356.00	\$2,783.92		\$2,783.92	98.6%	\$39.10	
15	CONSTRUCT BRICK PAVEMENT CROSSWALK W/ CONCRETE BASE	254.00	SF	\$29.02	\$7,371.08	254.00	\$7,371.08		\$7,371.08	100.0%	\$0.00	
16	CONSTRUCT 8-INCH IMPRINTED CONCRETE PAVEMENT CROSSWALK	1,423.00	SF	\$11.53	\$16,407.19	1,545.00	\$17,813.85		\$17,813.85	108.6%	-\$1,406.66	

# Progress Estimate - Unit Price Work

# Contractor's Application

For Downtown Streetscape (Contract): Improvements Rebid, Gretna, NE										Application Number: 4		
Application 6/30/2020										Application 7/1/2020		
Period:										Date:		
A										F		G
Bid Item No.	Description	Item Quantity	Unit	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
17	CONSTRUCT 8-INCH CONCRETE PAVEMENT W/ INTEGRAL CURB	1,328.00	SY	\$61.97	\$82,296.16	1,069.00	\$66,245.93		\$66,245.93	80.5%	\$16,050.23	
18	CONSTRUCT 7-INCH CONCRETE SIDEWALK	688.00	SF	\$6.31	\$4,341.28	686.00	\$4,328.66		\$4,328.66	99.7%	\$12.62	
19	CONSTRUCT 6-INCH CONCRETE SIDEWALK	1,220.00	SF	\$5.86	\$7,149.20	634.00	\$3,715.24		\$3,715.24	52.0%	\$3,433.96	
20	CONSTRUCT 4-INCH CONCRETE SIDEWALK	11,874.00	SF	\$5.77	\$68,512.98	7,430.00	\$42,871.10		\$42,871.10	62.6%	\$25,641.88	
21	CONSTRUCT 7-INCH CONCRETE DRIVEWAY	113.00	SY	\$56.42	\$6,375.46	151.00	\$8,519.42		\$8,519.42	133.6%	-\$2,143.96	
22	CONSTRUCT SIDEWALK PAVERS W/ CONCRETE BASE	903.00	SF	\$25.35	\$22,891.05	294.00	\$7,452.90		\$7,452.90	32.6%	\$15,438.15	
23	CONSTRUCT STREET BRICK PAVEMENT W/ CONCRETE BASE	979.00	SF	\$29.15	\$28,537.85	979.00	\$28,537.85		\$28,537.85	100.0%	\$0.00	
24	CONSTRUCT STREET PAVER PAVEMENT W/ CONCRETE BASE	272.00	SF	\$23.86	\$6,489.92	272.00	\$6,489.92		\$6,489.92	100.0%	\$0.00	
25	CONSTRUCT 36" CONCRETE CURB & GUTTER	688.00	LF	\$25.30	\$17,406.40	648.00	\$16,394.40		\$16,394.40	94.2%	\$1,012.00	
26	CONSTRUCT CONCRETE HEADER	223.00	LF	\$10.20	\$2,274.60		\$0.00		\$0.00		\$2,274.60	
27	CONSTRUCT SIDEWALK CURB WALL	491.00	LF	\$37.41	\$18,368.31	406.00	\$15,188.46		\$15,188.46	82.7%	\$3,179.85	
28	CONSTRUCT LANDSCAPING CHEEK WALL	643.00	LF	\$25.90	\$16,653.70		\$0.00		\$0.00		\$16,653.70	
29	CONSTRUCT CONCRETE STEPS W/ RAILING @ CITY HALL (WEST)	1.00	LS	\$9,861.40	\$9,861.40		\$0.00		\$0.00		\$9,861.40	
30	CONSTRUCT CONCRETE STEPS & RAMP W/ RAILING @ CITY HALL (SOUTH)	1.00	LS	\$61,885.39	\$61,885.39	0.80	\$49,508.31		\$49,508.31	80.0%	\$12,377.08	
31	CONSTRUCT CONCRETE STEPS ALONG SIDEWALK CURB WALL	3.00	EA	\$3,055.00	\$9,165.00	2.00	\$6,110.00		\$6,110.00	66.7%	\$3,055.00	
32	CONSTRUCT STRUCTURAL STOOP	1.00	EA	\$1,482.00	\$1,482.00		\$0.00		\$0.00		\$1,482.00	

# Progress Estimate - Unit Price Work

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A										E	F	G
Bid Item No.	Description	Item Quantity	Unit	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
33	DETECTABLE WARNING PANEL	200.00	SF	\$39.00	\$7,800.00	136.00	\$5,304.00		\$5,304.00	68.0%	\$2,496.00	
34	INSTALL FENCING	347.00	LF	\$221.12	\$76,728.64		\$0.00		\$0.00		\$76,728.64	
35	INSTALL SINGLE HAND RAILING INCL. POSTS	52.00	LF	\$46.20	\$2,402.40		\$0.00		\$0.00		\$2,402.40	
36	CONSTRUCT NYLOPLAST JUNCTION BOX	2.00	EA	\$2,154.10	\$4,308.20	2.00	\$4,308.20		\$4,308.20	100.0%	\$0.00	
37	CONSTRUCT NYLOPLAST STORM INLET	6.00	EA	\$2,945.80	\$17,674.80	3.00	\$8,837.40		\$8,837.40	50.0%	\$8,837.40	
38	CONSTRUCT HDPE BENDS, TEES, & FITTINGS	7.00	EA	\$211.60	\$1,481.20	3.00	\$634.80		\$634.80	42.9%	\$846.40	
39	CONSTRUCT 4"DIA. HDPE STORM SEWER	44.00	LF	\$30.39	\$1,337.16	20.00	\$607.80		\$607.80	45.5%	\$729.36	
40	CONSTRUCT 6"DIA. HDPE STORM SEWER	28.00	LF	\$32.41	\$907.48		\$0.00		\$0.00		\$907.48	
41	CONSTRUCT 8"DIA. HDPE STORM SEWER	126.00	LF	\$35.75	\$4,504.50		\$0.00		\$0.00		\$4,504.50	
42	CONSTRUCT 10"DIA. HDPE STORM SEWER	301.00	LF	\$37.36	\$11,245.36	268.00	\$10,012.48		\$10,012.48	89.0%	\$1,232.88	
43	CONSTRUCT 12"DIA. HDPE STORM SEWER	185.00	LF	\$38.12	\$7,052.20	182.00	\$6,937.84		\$6,937.84	98.4%	\$114.36	
44	CONNECT TO EXG. STORM SEWER INLET INCL. COLLAR & CLEANOUT	1.00	EA	\$532.09	\$532.09	1.00	\$532.09		\$532.09	100.0%	\$0.00	
45	CONNECT TO EXG. DOWNSPOUTS	4.00	EA	\$342.62	\$1,370.48	2.00	\$685.24		\$685.24	50.0%	\$685.24	
46	CONSTRUCT 16' LIGHT POLE W/ BASE	36.00	EA	\$4,686.00	\$168,696.00	8.00	\$37,488.00		\$37,488.00	22.2%	\$131,208.00	
47	UNDERGROUND ELECTRICAL, COMPLETE	1.00	LS	\$93,691.40	\$93,691.40	0.50	\$46,845.70		\$46,845.70	50.0%	\$46,845.70	
48	CAP AND ABANDON 4"DIA. WATER MAIN	2.00	EA	\$916.50	\$1,833.00	1.00	\$916.50		\$916.50	50.0%	\$916.50	

# Progress Estimate - Unit Price Work

# Contractor's Application

For Downtown Streetscape (Contract): Improvements Rebid, Gretna, NE										Application Number: 4	
Application 6/30/2020										Application Date: 7/1/2020	
Period:											
A										F	G
Bid Item No.	Description	Item Quantity	Unit	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
49	REMOVE FIRE HYDRANT ASSEMBLY	3.00	EA	\$357.50	\$1,072.50	2.00	\$715.00		\$715.00	66.7%	\$357.50
50	INSTALL 1"DIA. CURB STOP AND BOX	23.00	EA	\$249.67	\$5,742.41	13.00	\$3,245.71		\$3,245.71	56.5%	\$2,496.70
51	CONSTRUCT 1" WATER MAIN TAP W/ CORP.	23.00	EA	\$546.00	\$12,558.00	15.00	\$8,190.00		\$8,190.00	65.2%	\$4,368.00
52	CONNECT TO EXG. WATER SERVICE	23.00	EA	\$572.00	\$13,156.00	15.00	\$8,580.00		\$8,580.00	65.2%	\$4,576.00
53	INSTALL 1" COPPER WATER SERVICE - TYPE K	886.00	LF	\$17.77	\$15,744.22	535.00	\$9,506.95		\$9,506.95	60.4%	\$6,237.27
54	BORE 1"DIA. WATER SERVICE PIPE	480.00	LF	\$16.50	\$7,920.00	261.00	\$4,306.50		\$4,306.50	54.4%	\$3,613.50
55	ADJUST WATER VALVE TO GRADE	6.00	EA	\$247.00	\$1,482.00	4.00	\$988.00		\$988.00	66.7%	\$494.00
56	ADJUST COMMUNICATION MANHOLE TO GRADE	1.00	EA	\$377.00	\$377.00	1.00	\$377.00		\$377.00	100.0%	\$0.00
57	INSTALL PRECAST CONCRETE BENCHES	2.00	EA	\$6,300.45	\$12,600.90		\$0.00		\$0.00		\$12,600.90
58	INSTALL BIKE RACK	4.00	EA	\$461.76	\$1,847.04		\$0.00		\$0.00		\$1,847.04
59	INSTALL TRASH RECEPTACLE	4.00	EA	\$1,235.00	\$4,940.00		\$0.00		\$0.00		\$4,940.00
60	BRICK PAVEMENT STRIPING	1,284.00	LF	\$30.40	\$39,033.60		\$0.00		\$0.00		\$39,033.60
61	PAINT STRIPING	1.00	LS	\$16,500.00	\$16,500.00		\$0.00		\$0.00		\$16,500.00
62	PERMANENT SEEDING	1.00	LS	\$7,150.00	\$7,150.00		\$0.00		\$0.00		\$7,150.00
63	SURFACE RESTORATION	1.00	LS	\$12,480.00	\$12,480.00	0.50	\$6,240.00		\$6,240.00	50.0%	\$6,240.00
64	STAKING ALLOWANCE	1.00	ALW	\$14,500.00	\$14,500.00	1.00	\$14,500.00		\$14,500.00	100.0%	\$0.00

# Progress Estimate - Unit Price Work

# Contractor's Application

For Downtown Streetscape (Contract): Improvements Rebid, Gretna, NE										Application Number: 4		
Application 6/30/2020 Period:										Application Date: 7/1/2020		
A										E	F	G
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65	TESTING ALLOWANCE	1.00	ALW	\$6,500.00	\$6,500.00	0.25	\$1,625.00		\$1,625.00	25.0%	\$4,875.00	
66					\$0.00		\$0.00		\$0.00		\$0.00	
67					\$0.00		\$0.00		\$0.00		\$0.00	
68					\$0.00		\$0.00		\$0.00		\$0.00	
69					\$0.00		\$0.00		\$0.00		\$0.00	
70					\$0.00		\$0.00		\$0.00		\$0.00	
<b>Totals</b>					<b>\$1,172,836.38</b>		<b>\$636,174.79</b>	<b>\$0.00</b>	<b>\$636,174.79</b>	<b>54%</b>	<b>\$536,661.59</b>	

Note: Total Schedule of Values Amount (B) should equal the current Contract Price.

Date of Issuance:	<u>July 15, 2020</u>	Effective Date:	<u>July 21, 2020</u>
Owner:	<u>City of Gretna, Nebraska</u>	Engineer:	<u>OLMSTED &amp; PERRY CONSULTING ENGINEERS INC.</u>
Contractor:	<u>Compass Utility LLC</u>	Contractor's Project No.:	<u>1</u>
Project:	<u>Downtown Streetscape Improvements Rebid</u>		
Contract Name:	<u>Downtown Streetscape Improvements Rebid, Gretna, NE</u>		
Owner's Contract No.:	<u>1</u>	Engineer's Project No.:	<u>18067-03</u>

The Contract is modified as follows upon execution of this Change Order:

Description:  
Extend completion dates for substantial completion and final completion

Attachments: *[List documents supporting change]* ATTACHMENT NO. 1 TO CHANGE ORDER NO. 1

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$1,172,836.38</u>	Original Contract Times: Substantial Completion: <u>July 15, 2020</u> Ready for Final Payment: <u>August 1, 2020</u> days or dates
Increase (Decrease) from previously approved Change Orders No. - to No. - : <u>\$0.00</u>	Increase (Decrease) from previously approved Change Orders No. - to No. - : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: <u>\$1,172,836.38</u>	Contract Times prior to this Change Order: Substantial Completion: <u>July 15, 2020</u> Ready for Final Payment: <u>August 1, 2020</u> days or dates
Increase (Decrease) of this Change Order: <u>\$0.00</u>	Increase (Decrease) of this Change Order: Substantial Completion: <u>15</u> Ready for Final Payment: <u>30</u> days or dates
Contract Price incorporating this Change Order: <u>\$1,172,836.38</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>July 30, 2020</u> Ready for Final Payment: <u>August 31, 2020</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: <u>Mayor</u>	Title: _____
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable)		
By: _____	Date: _____	
Title: _____		

EJCDC® C-941, Change Order.

**CITY ENGINEER REPORT**

Agenda Item No. 4H

Date: July 1, 2020

To: Mayor and Council  
Jeff Kooistra, City Adm.  
Tammy Tisdall, City Clerk  
Kris Faris, Public Works Director  
File

From: Gregory E. Perry, PE

Re: Hidden Hollow / Harvest Hills Phase 1 Water Main Improvements  
SID No. 337 of Sarpy County, Nebraska  
Kersten Construction Inc. - Pay Request No. 2  
OPCE Project No. 19033

Kersten Construction Inc. has submitted their Pay Request No. 2 for work completed and materials stored on site in the amount of \$278,690.89. The pay request reflects 68% of their current contract price. We have attached our Recommendation for Payment.

The Contractor has completed the water main installation on Harvest Hills and is approximately 30% complete on Hidden Hollow Subdivision.

We will be at the July 21<sup>st</sup> Council meeting to answer any questions you may have regarding the pay request and construction progress.



Gregory E. Perry, PE  
Project Engineer



# Contractor's Application for Payment No. 2

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Application Period: 5/28/20 - 7/02/20 Application Date: July 2nd, 2020

From Contractor: Kersten Construction Inc. Via (Engineer): OLMSTED & PERRY CONSULTING ENGINEERS INC.

Contract: Hidden Hollow & Harvest Hills (Phase I) Water Main Improvements Water Main Improvements The Project, SID No. 337 of Sarpy County, Nebraska

Contract No.: 1 Engineer's Project No.: 19033

<b>1. ORIGINAL CONTRACT PRICE</b>	\$	<b>774,227.05</b>
<b>2. Net change by Change Orders</b>	\$	<b>-</b>
<b>3. Current Contract Price (Line 1 ± 2)</b>	\$	<b>774,227.05</b>
<b>4. TOTAL COMPLETED AND STORED TO DATE</b> (Column F total on Progress Estimates)	\$	<b>525,877.53</b>

<b>5. RETAINAGE:</b>		
a. 10% X \$431,230.05 Work Completed	\$	43,123.01
b. 10% X \$94,647.48 Stored Material	\$	9,464.75
c. Total Retainage (Line 5.a + Line 5.b)	\$	52,587.75
<b>6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)</b>	\$	<b>473,289.77</b>
<b>7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)</b>	\$	<b>194,598.88</b>
<b>8. AMOUNT DUE THIS APPLICATION</b>	\$	<b>278,690.89</b>
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b> (Column G total on Progress Estimates + Line 5.c above)	\$	<b>300,937.28</b>

Payment of: \$278,690.89

is recommended by: \_\_\_\_\_  
(Engineer) Gregory E. Perry, P.E. (Date)

is approved by: \_\_\_\_\_  
(Owner) James Timmerman, Mayor (Date)

Approved by: \_\_\_\_\_  
Funding or Financing Entity (if applicable) \_\_\_\_\_ (Date)

CHANGE ORDER SUMMARY		
Number	Additions	Deductions
TOTALS	\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS	\$0.00	

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:  
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;  
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and  
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: Chad Nielsen Date: July 2nd, 2020

# Progress Estimate - Unit Price Work

# Contractor's Application

For Hidden Hollow & Harvest Hills (Phase I) Water Main Improvements Water Main Improvements The Project,  
 (Contract) SID No. 337 of Sary County, Nebraska

Application Number: 2

Application Period: 5/28/20 - 7/02/20

Application Date: July 2nd, 2020

A							B			C			D			E			F			G		
Bid Item No.	Description	Item Quantity	Unit	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)													
1	Site Preparation / Mobilization	1.00	LS	\$4,500.00	\$4,500.00	1.00	\$4,500.00		\$4,500.00	100.0%	\$0.00													
2	Boring for 6 Inch Dia Water Main	234.00	LF	\$79.80	\$18,673.20	192.00	\$15,321.60		\$15,321.60	82.1%	\$3,351.60													
3	Boring for 8 Inch Dia Water Main	126.00	LF	\$90.20	\$11,365.20	131.00	\$11,816.20		\$11,816.20	104.0%	-\$451.00													
4	Directional Drilling for 8 Inch Dia Water Main	90.00	LF	\$69.00	\$6,210.00		\$0.00		\$0.00		\$6,210.00													
5	Construct 6 Inch Dia DIP CI350 Water Main	6,162.00	LF	\$27.80	\$171,303.60	1,630.77	\$45,335.41	\$68,360.40	\$113,695.81	66.4%	\$57,607.79													
6	Construct 8 Inch Dia DIP CI350 Water Main	2,957.00	LF	\$32.70	\$96,693.90	1,570.64	\$51,359.93	\$16,466.25	\$67,826.18	70.1%	\$28,867.72													
7	Install Tracer Wire	9,119.00	LF	\$0.15	\$1,367.85	3,201.41	\$480.21		\$480.21	35.1%	\$887.64													
8	Install 6 Inch Dia RS MJ Gate Valve w/ Valve Box	14.00	EA	\$938.00	\$13,132.00	4.00	\$3,752.00		\$3,752.00	28.6%	\$9,380.00													
9	Install 8 Inch Dia RS MJ Gate Valve w/ Valve Box	4.00	EA	\$1,249.00	\$4,996.00	3.00	\$3,747.00		\$3,747.00	75.0%	\$1,249.00													
10	Install 6 Inch MJ Tee & Block	3.00	EA	\$425.00	\$1,275.00		\$0.00		\$0.00		\$1,275.00													
11	Install 8 Inch Dia MJ Tee & Block	2.00	EA	\$474.00	\$948.00	2.00	\$948.00		\$948.00	100.0%	\$0.00													
12	Install 8 inch x 6 Inch MJ Tee & Block	3.00	EA	\$450.00	\$1,350.00	2.00	\$900.00		\$900.00	66.7%	\$450.00													
13	Install 6 Inch MJ Swivel Tee	15.00	EA	\$411.00	\$6,165.00	4.00	\$1,644.00		\$1,644.00	26.7%	\$4,521.00													
14	Install 8 Inch x 6 Inch MJ Swivel Tee	7.00	EA	\$437.00	\$3,059.00	4.00	\$1,748.00		\$1,748.00	57.1%	\$1,311.00													
15	Install 8 Inch x 6 Inch MJ Cross & Block	2.00	EA	\$455.00	\$910.00		\$0.00		\$0.00		\$910.00													
16	Install 6 Inch Dia MJ 11-1/4 Deg Bend & Block	3.00	EA	\$367.00	\$1,101.00	1.00	\$367.00		\$367.00	33.3%	\$734.00													

# Progress Estimate - Unit Price Work

# Contractor's Application

For Hidden Hollow & Harvest Hills (Phase I) Water Main Improvements Water Main Improvements The Project, (Contract): SID No. 337 of Sargy County, Nebraska										Application Number: 2		
Application 5/28/20 - 7/02/20										Application Date: July 2nd, 2020		
A										F		G
Bid Item No.	Description	Item Quantity	Unit	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
17	Install 6 Inch Dia MJ 22-1/2 Deg Bend & Block	12.00	EA	\$310.00	\$3,720.00	6.00	\$1,860.00		\$1,860.00	50.0%	\$1,860.00	
18	Install 8 Inch Dia MJ 22-1/2 Deg Bend & Block	4.00	EA	\$653.00	\$2,612.00	2.00	\$1,306.00		\$1,306.00	50.0%	\$1,306.00	
19	Install 6 Inch Dia MJ 45 Deg Bend & Block	8.00	EA	\$314.00	\$2,512.00	2.00	\$628.00		\$628.00	25.0%	\$1,884.00	
20	Install 8 Inch Dia Mj 45 Deg Bend & Block	7.00	EA	\$421.00	\$2,947.00	4.00	\$1,684.00		\$1,684.00	57.1%	\$1,263.00	
21	Install 8 Inch Dia MJ 90 Deg Bend & Block	1.00	EA	\$492.00	\$492.00	1.00	\$492.00		\$492.00	100.0%	\$0.00	
22	Install 8 Inch x 6 Inch MJ Reducer	2.00	EA	\$157.00	\$314.00	1.00	\$157.00		\$157.00	50.0%	\$157.00	
23	Install Fire Hydrant Assembly, 5FT Cover	25.00	EA	\$4,310.00	\$107,750.00	8.00	\$34,480.00		\$34,480.00	32.0%	\$73,270.00	
24	Install Sampling Station (Provided by City)	1.00	EA	\$2,077.00	\$2,077.00		\$0.00		\$0.00		\$2,077.00	
25	Silt Fence	40.00	LF	\$5.68	\$227.20		\$0.00		\$0.00		\$227.20	
26	Surface Restoration	1.00	LS	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	
27	Staking Allowance	1.00	ALW	\$4,750.00	\$4,750.00	1.00	\$4,750.00		\$4,750.00	100.0%	\$0.00	
28	Testing Allowance	1.00	ALW	\$2,250.00	\$2,250.00		\$0.00		\$0.00		\$2,250.00	
29					\$0.00		\$0.00		\$0.00		\$0.00	
30	Boring for 6 Inch Dia Water Main	74.00	LF	\$79.80	\$5,905.20	74.00	\$5,905.20		\$5,905.20	100.0%	\$0.00	
31	Boring for 8 Inch Dia Water Main	272.00	LF	\$90.20	\$24,534.40	188.00	\$16,957.60		\$16,957.60	69.1%	\$7,576.80	
32	Directional Drilling for 8 Inch Dia Water Main	130.00	LF	\$69.00	\$8,970.00		\$0.00		\$0.00		\$8,970.00	

# Progress Estimate - Unit Price Work

# Contractor's Application

For Hidden Hollow & Harvest Hills (Phase D) Water Main Improvements Water Main Improvements The Project, (Contract): SID No. 337 of Sarpy County, Nebraska										Application Number: 2		
Application 5/28/20 - 7/02/20										Application Date: July 2nd, 2020		
A										F		G
Bid Item No.	Description	Item Quantity	Unit	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
33	Construct 6 Inch Dia DIP CL350 Water Main	1,253.00	LF	\$27.90	\$34,958.70	1,253.00	\$34,958.70		\$34,958.70	100.0%	\$0.00	
34	Construct 8 Inch Dia DIP CL350 Water Main	3,443.00	LF	\$32.80	\$112,930.40	2,948.90	\$96,723.92	\$9,820.83	\$106,544.75	94.3%	\$6,385.65	
35	Install Tracer Wire	4,696.00	LF	\$0.15	\$704.40	4,201.90	\$630.29		\$630.29	89.5%	\$74.12	
36	Install 6 Inch DIA RS MJ Gate Valve w/ Valve Box	2.00	EA	\$938.00	\$1,876.00	2.00	\$1,876.00		\$1,876.00	100.0%	\$0.00	
37	Install 8 Inch DIA RS Gate Valve w/ Valve Box	9.00	EA	\$1,249.00	\$11,241.00	9.00	\$11,241.00		\$11,241.00	100.0%	\$0.00	
38	Install 8 Inch MJ Tee & Block	2.00	EA	\$474.00	\$948.00	2.00	\$948.00		\$948.00	100.0%	\$0.00	
39	Install 6 Inch MJ Swivel Tee	3.00	EA	\$411.00	\$1,233.00	2.00	\$822.00		\$822.00	66.7%	\$411.00	
40	Install 8 Inch x 6 Inch MJ Swivel Tee	14.00	EA	\$437.00	\$6,118.00	9.00	\$3,933.00		\$3,933.00	64.3%	\$2,185.00	
41	Install 8 Inch MJ Cross & Block	3.00	EA	\$466.00	\$1,398.00	3.00	\$1,398.00		\$1,398.00	100.0%	\$0.00	
42	Install 8 Inch Dia MJ 11-1/4 Deg Bend & Block	1.00	EA	\$413.00	\$413.00	1.00	\$413.00		\$413.00	100.0%	\$0.00	
43	Install 8 Inch Dia MJ 45 Deg Bend & Block	7.00	EA	\$545.00	\$3,815.00	10.00	\$5,450.00		\$5,450.00	142.9%	-\$1,635.00	
44	Install 8 Inch Dia MJ 90 Deg Bend & Block	1.00	EA	\$492.00	\$492.00	1.00	\$492.00		\$492.00	100.0%	\$0.00	
45	Install 8 Inch x 6 Inch MJ Reducer	3.00	EA	\$157.00	\$471.00	3.00	\$471.00		\$471.00	100.0%	\$0.00	
46	Install Fire Hydrant Assembly, 5FT Cover	18.00	EA	\$4,285.00	\$77,130.00	13.00	\$55,705.00		\$55,705.00	72.2%	\$21,425.00	
47	Install 6 Inch MJ Cap & Block	1.00	EA	\$253.00	\$253.00	1.00	\$253.00		\$253.00	100.0%	\$0.00	
48	Install 8 Inch MJ Cap & Block	2.00	EA	\$270.00	\$540.00	2.00	\$540.00		\$540.00	100.0%	\$0.00	

# Progress Estimate - Unit Price Work

# Contractor's Application

For Hidden Hollow & Harvest Hills (Phase I) Water Main Improvements Water Main Improvements The Project,  
 (Contract): SID No. 337 of Sarpy County, Nebraska  
 Application 5/28/20 - 7/02/20  
 Period:

Application Number: 2  
 Application Date: July 2nd, 2020

A							E			F		G
Bid Item No.	Description	Item Quantity	Unit	Unit Price	Total Value of Item (\$)	B	C	D	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
49	Install 8 Inch MJ Plug & Block	1.00	EA	\$259.00	\$259.00	\$259.00	1.00	\$259.00		\$259.00	100.0%	\$0.00
50	Install Sampling Station (Provided by City)	1.00	EA	\$1,877.00	\$1,877.00	\$1,877.00	1.00	\$1,877.00		\$1,877.00	100.0%	\$0.00
51	Install 1 Inch Tap w/ Corp. for Flushing	2.00	EA	\$567.00	\$1,134.00	\$0.00		\$0.00		\$0.00		\$1,134.00
52	Staking Allowance	1.00	ALW	\$3,100.00	\$3,100.00	\$3,100.00	1.00	\$3,100.00		\$3,100.00	100.0%	\$0.00
53	Testing Allowance	1.00	ALW	\$1,225.00	\$1,225.00	\$0.00		\$0.00		\$0.00		\$1,225.00
54					\$0.00	\$0.00		\$0.00		\$0.00		\$0.00
<b>Totals</b>						<b>\$774,227.05</b>	<b>\$431,230.05</b>	<b>\$94,647.48</b>	<b>\$525,877.53</b>	<b>68%</b>	<b>\$248,349.52</b>	

Note: Total Schedule of Values Amount (B) should equal the current Contract Price.

**CITY ENGINEER REPORT**

Agenda Item No. 4I

Date: July 1, 2020  
July 16, 2020 (Update)

To: Mayor and Council  
Jeff Kooistra, City Adm.  
Tammy Tisdall, City Clerk  
Kris Faris, Public Works Director  
File

From: Gregory E. Perry, PE

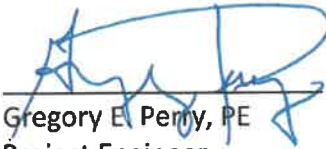
Re: Buffalo Creek Force Main Phase 2 (I-80 Undercrossing) and Phase 3  
TJ Osborn Construction Inc. – Pay Request No. 3 / Change Order No. 2  
OPCE Project No. 18037/18038

TJ Osborn Construction Inc. has submitted their Pay Request No. 3 for work completed in the amount of \$231,908.40. The pay request reflects 90% of the current contract price. We have attached our Recommendation for Payment.

TJ Osborn Construction Inc. has submitted a Change Order No. 1 for an extension of contract time. The electrical equipment and coordination with the standby generator has experienced factory delays and shutdowns due to COVID19 pandemic. A portion of the equipment is scheduled to ship on July 23<sup>rd</sup> and the standby generator on September 20<sup>th</sup>. The Contractor is waiting for the generator transfer switch to deliver before they can finish the remaining electrical work items.

The Contractor has completed the installation of the sewer, force main and pump station conversion at Nebraska Crossings.

We will be at the July 21<sup>st</sup> council meeting to answer any questions you may have regarding the pay request and construction progress.

  
Gregory E. Perry, PE  
Project Engineer



# Progress Estimate - Unit Price Work

# Contractor's Application

For Buffalo Creek Force Main Phase 2 - I-80 Undercrossing & Phase 3, Gretna, Nebraska		Application Number: 3									
(Contract):		Application Date: 6/30/2020									
Application Period: 6/30/2020		Application Date: 6/30/2020									
A		F		G							
Bid Item No.	Description	Item Quantity	Unit	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
1	SITE PREPARATION / MOBILIZATION	1.00	LS	\$3,000.00	\$3,000.00	1.00	\$3,000.00		\$3,000.00	100.0%	\$0.00
2	TRAFFIC CONTROL / BARRICADES / WARNING SIGNS	1.00	LS	\$500.00	\$500.00	1.00	\$500.00		\$500.00	100.0%	\$0.00
3	CONSTRUCT 10"DIA. PVC C900 RJ FORCE MAIN	567.00	LF	\$57.00	\$32,319.00	532.00	\$30,324.00		\$30,324.00	93.8%	\$1,995.00
4	BORING FOR 10"DIA. PVC C900 RJ FORCE MAIN	93.00	LF	\$100.00	\$9,300.00	93.00	\$9,300.00		\$9,300.00	100.0%	\$0.00
5	BORE & JACK 16" STEEL CASING FOR 10" PVC C900 RJ FORCE MAIN	270.00	LF	\$440.00	\$118,800.00	270.00	\$118,800.00		\$118,800.00	100.0%	\$0.00
6	INSTALL TRACER WIRE	567.00	LF	\$0.25	\$141.75	532.00	\$133.00		\$133.00	93.8%	\$8.75
7	INSTALL 10"DIA. MJ 22 1/2 DEG BEND & BLOCK	1.00	EA	\$600.00	\$600.00	2.00	\$1,200.00		\$1,200.00	200.0%	-\$600.00
8	CONNECT TO EXG. SEWER MANHOLE	1.00	EA	\$1,500.00	\$1,500.00	1.00	\$1,500.00		\$1,500.00	100.0%	\$0.00
9	SURFACE RESTORATION / SEEDING	1.00	LS	\$4,000.00	\$4,000.00	1.00	\$4,000.00		\$4,000.00	100.0%	\$0.00
10	EROSION CONTROL BLANKET	625.00	SY	\$4.00	\$2,500.00	625.00	\$2,500.00		\$2,500.00	100.0%	\$0.00
11	STAKING ALLOWANCE	1.00	ALW	\$500.00	\$500.00	1.00	\$500.00		\$500.00	100.0%	\$0.00
12	TESTING ALLOWANCE	1.00	ALW	\$800.00	\$800.00		\$0.00		\$0.00		\$800.00
13	SITE PREPARATION / MOBILIZATION	1.00	LS	\$20,000.00	\$20,000.00	1.00	\$20,000.00		\$20,000.00	100.0%	\$0.00
14	INSTALL SEWAGE PUMPING STATION, COMPLETE	1.00	LS	\$236,500.00	\$236,500.00	1.00	\$236,500.00		\$236,500.00	100.0%	\$0.00
15	TRAFFIC CONTROL / BARRICADES / WARNING SIGNS	1.00	LS	\$2,500.00	\$2,500.00	1.00	\$2,500.00		\$2,500.00	100.0%	\$0.00
16	CONSTRUCT 10" PVC SDR 35 SANITARY SEWER PIPE	2,638.00	LF	\$31.00	\$81,778.00	2,288.00	\$70,928.00		\$70,928.00	86.7%	\$10,850.00

# Progress Estimate - Unit Price Work

# Contractor's Application

		For Buffalo Creek Force Main Phase 2 - I-80 Undercrossing & Phase 3, Gretna, Nebraska										Application Number: 3			
Application Period: 6/30/2020		Application Date: 6/30/2020													
		A										F		G	
Bid Item No.	Description	Item Quantity	Unit	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)				
17	CONSTRUCT 54" I.D. SANITARY MANHOLE	67.70	VF	\$567.00	\$38,385.90	77.70	\$44,055.90		\$44,055.90	114.8%	-\$5,670.00				
18	CONSTRUCT 60" I.D. SANITARY MANHOLE W/ 1"DIA. AIR RELEASE VALVE	1.00	EA	\$12,500.00	\$12,500.00	0.50	\$6,250.00		\$6,250.00	50.0%	\$6,250.00				
19	MANHOLE COATING 54" I.D. MANHOLE - NEW PRECAST (SMH 6 & 7)	22.00	VF	\$550.00	\$12,100.00	22.00	\$12,100.00		\$12,100.00	100.0%	\$0.00				
20	OPEN CUT 16" STEEL CASING FOR 10"DIA. SEWER	90.00	LF	\$155.00	\$13,950.00	90.00	\$13,950.00		\$13,950.00	100.0%	\$0.00				
21	CONSTRUCT 8"DIA. PVC C900 DR25 FORCE MAIN	2,288.00	LF	\$28.50	\$65,208.00	2,327.00	\$66,319.50		\$66,319.50	101.7%	-\$1,111.50				
22	PERFORM CCTV PIPELINE INSPECTION	2,638.00	LF	\$2.00	\$5,276.00	2,288.00	\$4,576.00		\$4,576.00	86.7%	\$700.00				
23	INSTALL TRACER WIRE	2,288.00	LF	\$0.25	\$572.00	2,327.00	\$581.75		\$581.75	101.7%	-\$9.75				
24	INSTALL 8"DIA. MJ 90 DEG BEND & BLOCK	1.00	EA	\$500.00	\$500.00	1.00	\$500.00		\$500.00	100.0%	\$0.00				
25	INSTALL 8"DIA. MJ 22 1/2 DEG BEND & BLOCK	1.00	EA	\$500.00	\$500.00	1.00	\$500.00		\$500.00	100.0%	\$0.00				
26	INSTALL 8"DIA. MJ 11 1/4 DEG BEND & BLOCK	1.00	EA	\$480.00	\$480.00	1.00	\$480.00		\$480.00	100.0%	\$0.00				
27	CONNECT TO EXG. SEWER MANHOLE	1.00	EA	\$1,500.00	\$1,500.00	1.00	\$1,500.00		\$1,500.00	100.0%	\$0.00				
28	TRENCH BOTTOM STABILIZATION	100.00	TON	\$40.00	\$4,000.00		\$0.00		\$0.00		\$4,000.00				
29	CRUSHED ROCK BASE	20.00	TON	\$40.00	\$800.00		\$0.00		\$0.00		\$800.00				
30	INSTALL SILT FENCE	200.00	LF	\$5.00	\$1,000.00		\$0.00		\$0.00		\$1,000.00				
31	PERMANENT SEEDING	0.50	AC	\$5,000.00	\$2,500.00		\$0.00		\$0.00		\$2,500.00				
32	SURFACE RESTORATION	1.00	LS	\$10,000.00	\$10,000.00	1.00	\$10,000.00		\$10,000.00	100.0%	\$0.00				

# Progress Estimate - Unit Price Work

# Contractor's Application

For Buffalo Creek Force Main Phase 2 - I-80 Undercrossing & Phase 3, Gretna, Nebraska											
(Contract):											
Application 6/30/2020											
Period:											
A											
Bid Item No.	Description	Item Quantity	Unit	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
33	STAKING ALLOWANCE	1.00	ALW	\$5,200.00	\$5,200.00	1.00	\$5,200.00		\$5,200.00	100.0%	\$0.00
34	TESTING ALLOWANCE	1.00	ALW	\$3,800.00	\$3,800.00		\$0.00		\$0.00		\$3,800.00
35					\$0.00		\$0.00		\$0.00		\$0.00
36					\$0.00		\$0.00		\$0.00		\$0.00
<b>Totals</b>					<b>\$693,010.65</b>		<b>\$667,698.15</b>	<b>\$0.00</b>	<b>\$667,698.15</b>	<b>96%</b>	<b>\$25,312.50</b>

Note: Total Schedule of Values Amount (B) should equal the current Contract Price.

Date of Issuance:	<u>July 15, 2020</u>	Effective Date:	<u>July 21, 2020</u>
Owner:	<u>CITY OF GRETNA, NEBRASKA</u>	Engineer:	<u>OLMSTED &amp; PERRY CONSULTING ENGINEERS INC.</u>
Contractor:	<u>T.J. OSBORN CONSTRUCTION INC.</u>	Contractor's Project No.:	<u>1</u>
Project:	<u>Buffalo Creek Force Main Phase 2 - I-80 Undercrossing &amp; Phase 3</u>		
Contract Name:	<u>Buffalo Creek Force Main Phase 2 - I-80 Undercrossing &amp; Phase 3, Gretna, Nebraska</u>		
Owner's Contract No.:	<u>1</u>	Engineer's Project No.:	<u>18037</u>

The Contract is modified as follows upon execution of this Change Order:

Description:  
Extend contract time for electrical equipment and wiring of standby generator due to manufacturer factory closures and delays due to COVID19.

Attachments: *[List documents supporting change]* ATTACHMENT NO. 1 TO CHANGE ORDER NO. 2

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$693,010.65</u>	Original Contract Times: Substantial Completion: <u>July 1, 2020</u> Ready for Final Payment: <u>July 15, 2020</u> days or dates
Increase (Decrease) from previously approved Change Orders No. - to No. 1 : <u>\$45,000.00</u>	Increase (Decrease) from previously approved Change Orders No. - to No. 1 : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: <u>\$738,010.65</u>	Contract Times prior to this Change Order: Substantial Completion: <u>July 1, 2020</u> Ready for Final Payment: <u>July 15, 2020</u> days or dates
Increase (Decrease) of this Change Order: <u>\$0.00</u>	Increase (Decrease) of this Change Order: Substantial Completion: <u>45</u> Ready for Final Payment: <u>75</u> days or dates
Contract Price incorporating this Change Order: <u>\$738,010.65</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 15, 2020</u> Ready for Final Payment: <u>September 28, 2020</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: <u>Mayor</u>	Title: _____
Date: <u>July 16, 2020</u>	Date: <u>July 21, 2020</u>	Date: _____
Approved by Funding Agency (if applicable)		
By: _____	Date: _____	
Title: _____		

EJCDC® C-941, Change Order.

**CITY ENGINEER REPORT**

*Agenda Item No. 4J*

Date: July 16, 2020

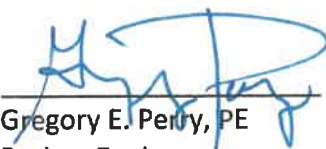
To: Mayor and Council  
Jeff Kooistra, City Adm.  
Tammy Tisdall, City Clerk  
Kris Faris, Public Works Director  
File

From: Gregory E. Perry, PE

Re: Buffalo Creek Phase 3 Nebraska Crossing Pumping Station Standby Generator  
NMC CAT Power Systems – Change Order No. 1  
OPCE Project No. 18037/18038

NMC CAT Power Systems has submitted a Change Order No. 1 for an extension of contract time. The factory assembling the standby generator and transfer switch has experienced significant delays and shutdowns due to COVID19 pandemic. As a result the equipment has been delayed 6-8 weeks from the anticipated shipping dates. The current schedule for shipment is on July 23<sup>rd</sup> for the transfer switch and September 20<sup>th</sup> for the standby generator.

We will be at the July 21<sup>st</sup> council meeting to answer any questions you may have regarding the time extension request.

  
\_\_\_\_\_  
Gregory E. Perry, PE  
Project Engineer

Date of Issuance: May 21, 2020 Effective Date: June 2, 2020  
 Owner: CITY OF GRETNA, NEBRASKA Engineer: OLMSTED & PERRY  
CONSULTING ENGINEERS INC.  
 Contractor: NMC CAT POWER SYSTEMS Contractor's Project No.: 1  
 Project: Buffalo Creek Phase 3 Nebraska Crossing Pumping Station Standby Generator  
 Contract Name: Buffalo Creek Phase 3 Nebraska Crossing Pumping Station Standby Generator  
 Owner's Contract No.: 1 Engineer's Project No.: 18038-01

The Contract is modified as follows upon execution of this Change Order:

**Description:**

The equipment manufacturer has experienced factory closures and delays due to COVID19. Completion dates will be extended as indicated below.

Milestone 1 [Automatic Transfer Switch] – 6 weeks after Notice to Proceed

Milestone 2 [Genset] – 13 weeks after Notice to Proceed

Attachments: *[List documents supporting change]* ATTACHMENT NO. 1 TO CHANGE ORDER NO. 1

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$42,975.00</u>	Original Contract Times: Substantial Completion: <u>July 1, 2020</u> Ready for Final Payment: <u>August 1, 2020</u> days or dates
Increase (Decrease) from previously approved Change Orders No. - to No. - : <u>\$0.00</u>	Increase (Decrease) from previously approved Change Orders No. - to No. - : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: <u>\$42,975.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>July 1, 2020</u> Ready for Final Payment: <u>August 1, 2020</u> days or dates
Increase (Decrease) of this Change Order: <u>\$0.00</u>	Increase (Decrease) of this Change Order: Substantial Completion: <u>45</u> Ready for Final Payment: <u>45</u> days or dates
Contract Price incorporating this Change Order: <u>\$42,975.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 15, 2020</u> Ready for Final Payment: <u>September 15, 2020</u> days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_  
 Engineer (if required) Owner (Authorized Signature) Contractor (Authorized Signature)

Title: Project Engineer Title: Mayor Title: \_\_\_\_\_

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

Approved by Funding Agency (if applicable)

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

Title: \_\_\_\_\_

EJCDC® C-941, Change Order.

**CITY ENGINEER REPORT***Agenda Item No. 4K***Date:** July 16, 2020**To:** Mayor and Council  
Jeff Kooistra, City Adm.  
Tammy Tisdall, City Clerk  
Kris Faris, Public Works Director  
File**From:** Gregory E. Perry, PE**Re:** Capehart Road Improvements  
Sanitary Sewer, Storm Sewer, Water Main and Paving  
OPCE Project No. 19093 / 19094

The project consists of two contracts for improvements; 1) the extension of the sanitary sewer, storm sewer and water main along Capehart Road and 2) paving of 3-lanes for the first 1/8-mile and the southern 2-lanes for the next 1/8-mile to the west property line of the Rural Fire District – South Station Site. An additive alternate bid was received for the remaining northern 3<sup>rd</sup> lane from the 1/8-mile to 1/4-mile location.

The City held the bid opening on Wednesday, June 24, 2020 at our office for the above referenced project. A total of six bids were received for the two contracts with Van Kirk Bros. Contracting being the low bidder for Contract No. 1 (Sanitary Sewer, Water Main and Storm Sewer) and Compass Utility LLC being the low bidder for Contract No. 2 (Street Paving and Grading).

Our Engineer's Opinion of Probable Construction Cost (OPC) for Contract No. 1 was \$377,225 and 640,740 for Contract No. 2. The add alternate for a section of the northern lane was \$61,710.

Our evaluation of the experience, reputation, and financial conditions of Van Kirk Bros. Contracting Inc. indicates that they are capable of completing the work required. The company has been in business for over 40 years and has completed two million dollar projects and one multi-million for our firm in the past 15 years. This office recommends to the City Council that they award the construction contract to Compass Utility LLC in their bid amount of \$294,411.25. At this time, City Staff does not have appropriated funds to award the add alternate for the northern 3<sup>rd</sup> lane.

Our evaluation of the experience, reputation, and financial conditions of Compass Utility LLC indicates that they are capable of completing the work required; therefore, this office recommends to the City Council that they award the construction contract to Compass Utility LLC in their bid amount of \$517,724.93.

The Gretna Rural Fire board is meeting on Monday, July 20<sup>th</sup> to review the bids and provide concurrence of the project prior to City Council action.

We will be at the July 21<sup>st</sup> council meeting to answer any questions you may have regarding the bid results and recommendation to award the project.



Gregory E. Perry, PE  
Project Engineer

# BID TABULATION

Project <b>Capehart Road Sanitary Sewer, Water Main, Storm Sewer And Paving Improvements</b>	Project No. <b>19093/19094</b>
Owner <b>CITY OF GRETNA</b>	Bid Date: <b>June 24, 2020</b>
Address <b>204 North McKenna Gretna, NE 68028</b>	Time: <b>10:00 AM</b>

BIDDER	CONTRACT NO. 1	CONTRACT NO. 2	ADD ALTERNATE NO. 1	COMMENT
COMPASS UTILITY LLC	No Bid	\$517,724.93	\$56,754.02	Bid Bond 5%
KERSTEN CONSTRUCTION INC.	\$296,563.35	No Bid	No Bid	Bid Bond 5%
NEUVIRTH'S CONSTRUCTION INC.	No Bid	No Bid	No Bid	
STEVE HARRIS CONSTRUCTION, INC.	No Bid	\$623,020.76	\$60,145.80	Bid Bond 5%
T.J. OSBORN CONSTRUCTION INC.	\$315,191.50	No Bid	No Bid	Bid Bond 5%
VAN KIRK BROS. CONTRACTING	\$294,411.25	No Bid	No Bid	Bid Bond 5%
VRBA CONSTRUCTION	\$310,133.00	No Bid	No Bid	Bid Bond 5%

**BIDDING NOTES**

Contract No. 1 - Sanitary Sewer, Storm Sewer and Water Main  
 Engineer's Opinion of Probable Project Costs: \$377,225

Contract No. 2 - Street Paving and Grading  
 Engineer's Opinion of Probable Project Costs: \$640,740

Alternate No. 1 - 9" Doweled PC Concrete Paving

**OLMSTED & PERRY CONSULTING ENGINEERS INC.**  
 10730 Pacific Street • Suite 232 • Omaha, Nebraska 68114-4700  
 Phone: 402-399-8552 Fax: 402-399-9852



**AMENDMENT NO. 4 TO INTERLOCAL AGREEMENT**

DESIGNATED AS THE OPERATING AGREEMENT BETWEEN

**THE CITY OF GRETNA, NEBRASKA AND  
THE GRETNA RURAL FIRE PROTECTION DISTRICT**

THIS Amendment No. 4 to the Agreement is made between the CITY OF GRETNA, NEBRASKA, a Municipal Corporation, on behalf of itself and its officially-recognized fire department, hereinafter referred to as the "City", and the GRETNA RURAL FIRE PROTECTION DISTRICT, a Governmental Subdivision, hereinafter referred to as "Rural".

WHEREAS, the parties are political subdivisions formed under the laws of the State of Nebraska; and

WHEREAS, pursuant to previous agreements and other agreements, the City and the Rural have provided and will provide for the protection of life and property and the prevention of fires within the City and within the Rural; and

WHEREAS, the City and the Rural entered into an Interlocal Agreement (the "Agreement") with an effective date of September 12, 2015 which terminated two years thereafter on September 12, 2017; and

WHEREAS, the City and Rural amended the Agreement by Amendment No. 1 to Interlocal Agreement which extended the Agreement to June 30, 2018 and provided for other changes to the Agreement as set forth in Amendment No. 1 to Interlocal Agreement and by Amendment No. 2 to the Interlocal Agreement which extended the Agreement to December 31, 2018 and provided for other changes to the Agreement as set forth in Amendment No. 2 to the Interlocal Agreement and by Amendment No. 3 to the Interlocal Agreement which extended the Agreement to June 30, 2020 and provided for other changes to the Agreement as set forth in Amendment No. 3 to the Interlocal Agreement (the "Agreement and Amendment No. 1 and Amendment No. 2 and Amendment No. 3" are hereinafter together referred to as the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to extend the Agreement to June 30, 2021 and provide for other changes pursuant to this Amendment.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES, pursuant to Neb. Rev. Stat. § 13-807 (Reissue 2012), as follows:

1. Duration. Paragraph 12 of the Agreement is hereby amended to extend the duration of the Agreement to January 31, 2021.

2. Payment by Rural to City for Operational/Maintenance Costs. The Rural shall reimburse the City for the operation/maintenance costs paid by the City for the Rural in the amount

of 50% on November 1, 2020 and 50% on June 1, 2021 based upon the formula set forth in Exhibit "A" of the Agreement.

3. Other Fire Fighting Related Expenses. Exhibit "A" attached hereto shall replace Exhibit "A" of the Agreement.

4. Amendment for Cause. In the event any area within the boundaries of the Rural is annexed by the City including, but not limited to, the existing proposed City annexation which is the subject matter of the lawsuit filed in the District Court of Sarpy County, Nebraska as Case No. CI 17-2107, and is now on appeal, or in the event of any other proceeding, incident or matter that occurs which adversely effects the financial revenues or expenses of either the Rural or the City or adversely effects the operation of either the Rural or the City, then the City and the Rural shall amend this Agreement to address, reflect and compensate the affected party(s) for the financial impact of such occurrences(s) within 60 days after the occurrence(s).

Except as otherwise amended herein, the terms and conditions set forth in the Agreement shall remain in full force and effect as written.

**IN WITNESS WHEREOF**, the parties have signed this Agreement on the date opposite their signatures.

**CITY OF GRETNA, NEBRASKA**

**DATE**

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_

**GRETNA RURAL FIRE PROTECTION  
DISTRICT**

**DATE**

By: \_\_\_\_\_  
President

\_\_\_\_\_

Gretna Fire Department  
2019/2020 Proposed Budget

Exhibit "A"

Account Number	Account Title	City %	Rural %	Total %
5030-06.10	Insurance/General Medical	50%	50%	100%
5030-07	Uniforms	50%	50%	100%
5030-10.01	Insurance/Fort Dearborn	50%	50%	100%
5030-11	Telephone - District 1	50%	50%	100%
5030-11.01	Telephone - District 2	0%	100%	100%
5030-12	Natural Gas - District 1	50%	50%	100%
5030-12.01	Natural Gas - District 2	0%	100%	100%
5030-13	Electricity - District 1	50%	50%	100%
5030-13.01	Electricity - District 2	0%	100%	100%
5030-14	Trash Service - District 2	0%	100%	100%
5030-15	Water Service - District 2	0%	100%	100%
5030-16	Subscriptions	50%	50%	100%
5030-18	Postage and UPS	50%	50%	100%
5030-20	Rural Insurance	0%	100%	100%
5030-22	Petty Cash	50%	50%	100%
5030-24	Public Relations	50%	50%	100%
5030-25	Memberships/Misc	50%	50%	100%
5030-26	Training	50%	50%	100%
5030-28	Travel and Transportation	50%	50%	100%
5030-45	Janitorial/Ground Maint. - District 1	50%	50%	100%
5030-45.01	Janitorial/Ground Maint. - District 2	0%	100%	100%
5030-46	General Bldg. Repair & Upkeep - District 1	50%	50%	100%
5030-46.01	General Bldg. Repair & Upkeep - District 2	0%	100%	100%
5030-46.02	Building Lease	0%	0%	0%
5030-47	Siren Replacement/Repair	100%	0%	100%
5030-49	Equipment Repair	50%	50%	100%
5030-58	Fire Chief Expense	50%	50%	100%
5030-68.01	Firefighter's Service Fund	50%	50%	100%
5030-70	Office Supplies	50%	50%	100%
5030-72	Operating Supplies	50%	50%	100%
5030-75	Communications Equipment	50%	50%	100%
5030-77	Vehicle Repair	30%	70%	100%
5030-80	New Equipment	50%	50%	100%
	Personnel and Administrative Services	0%	100%	100%