

# MINUTE RECORD

A-2

No. 729 - REDFIELD & COMPANY, INC. OMAHA E1310556LD

## LA VISTA CITY COUNCIL MEETING MAY 15, 2018

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on May 15, 2018. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Hale, Quick and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Director of Public Works Soucie, City Engineer Kottmann, Director of Administrative Services Pokorny, Finance Director Miserez, Community Development Director Birch, Library Director Barcal, Recreation Director Stopak and Human Resources Director Czarnick.

A notice of the meeting was given in advance thereof by publication in the Times on May 9, 2018. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

### PRESENTATION - NPZA PLANNING AWARD

Keith Marvin with Nebraska Planning and Zoning and Bruce Fountain with Nebraska APA presented the NPZA Planning Award to City Planner Chris Solberg.

### SERVICE AWARD - JODI NORTON

Mayor Kindig recognized Jodi Norton for 10 years of service to the City of La Vista.

### PROCLAMATION - NATIONAL PUBLIC WORKS WEEK

Mayor Kindig proclaimed May 20-26, 2018 as National Public Works Week and presented the proclamation to Director of Public Works Soucie and City Engineer Kottmann.

### PROCLAMATION - NATIONAL POLICE WEEK

Mayor Kindig proclaimed the week of May 13-19, 2018 as National Police Week and presented the proclamation to Chief Lausten, Captain Waugh, Sergeant Czarnick, Detective Rappold, and Officer Meister.

#### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE MAY 1, 2018 CITY COUNCIL MEETING
3. MONTHLY FINANCIAL REPORT - MARCH 2018
4. REQUEST FOR PAYMENT - THOMPSON, DREESSEN & DORNER, INC. - PROFESSIONAL SERVICES - PHASE 1 GOLF COURSE TRANSFORMATION - PROPOSED LAKE IMPROVEMENTS - \$5,176.77
5. REQUEST FOR PAYMENT - OLSSON ASSOCIATES - PROFESSIONAL SERVICES - 96TH<sup>TH</sup> & BRENTWOOD TRAFFIC SIGNAL - \$10,939.60
6. REQUEST FOR PAYMENT - OLSSON ASSOCIATES - PROFESSIONAL SERVICES - CITY CENTRE PHASE 1 - PUBLIC INFRASTRUCTURE - \$15,623.54
7. REQUEST FOR PAYMENT - OLSSON ASSOCIATES - PROFESSIONAL SERVICES - CITY CENTRE PHASE 1 - PUBLIC INFRASTRUCTURE - \$20,888.17
8. REQUEST FOR PAYMENT - DESIGN WORKSHOP INC. - PROFESSIONAL SERVICES - 84TH STREETSCAPE PLAN - \$128.70
9. REQUEST FOR PAYMENT - HDR ENGINEERING INC. - PROFESSIONAL SERVICES - PROJECT MANAGEMENT FOR PUBLIC IMPROVEMENTS

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**AND OTHER WORKS - \$12,179.51**

**10. RESOLUTION NO. 18-060 – CHANGE ORDER NO. 3 – 96TH & BRENTWOOD TRAFFIC SIGNAL**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NO. 3 TO THE CONTRACT WITH VIERREGGER ELECTRIC CO. OF OMAHA NEBRASKA, TO PROVIDE FOR ADDITIONS AND DELETIONS OF WORK TO THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$10,536.80.

WHEREAS, the City has determined it is necessary to make changes to the contract for the 96th and Brentwood Traffic Signal project; and

WHEREAS, the FY17/18 Biennial Budget provides funding for the project.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for a change order to the contract with Vierregger Electric Co., Omaha, Nebraska, to provide for additions and deletions of work to the contract in an amount not to exceed \$10,536.80.

**11. RESOLUTION NO. 18-061 – AWARD OF CONTRACT – EASTERN NEBRASKA OFFICE ON AGING**

**12. APPROVE CHANGE IN DATE AND START TIME OF CITY COUNCIL MEETING FROM AUGUST 7, 2018 AT 7:00 P.M. TO AUGUST 8, 2018 AT 6:00 P.M.**

**13. APPROVAL OF CLAIMS**

4 SEASONS AWARDS, services	\$15.00
A TO Z DATABASES, media	\$909.00
ACCESS BANK, services	\$3,066.27
ACI-NE CHAPTER, services	\$30.00
ACTION BATTERIES, maint.	\$93.32
ACTION SIGNS INC, services	\$492.00
ANDERSON BROTHERS ENGINEERING CO, services	\$215.00
A-RELIEF, services	\$554.00
ASPHALT & CONCRETE MATERIALS, maint.	\$1,405.37
BARCAL, ROSE, travel	\$77.50
BERENS-TATE CONSULTING GROUP, services	\$2,500.00
BEST CARE EMPLOYEE ASST PROGRAM, services	\$299.00
BIBLIOTHECA LLC, media	\$2.07
BISHOP BUSINESS EQUIPMENT, services	\$1,777.52
BKD LLP, services	\$5,295.00
BLACK HILLS ENERGY, utilities	\$3,012.50
BLUE 360 MEDIA, LLC, services	\$441.95
BRODART CO, supplies	\$198.16
BS&A SOFTWARE, services	\$750.00
BUETHE, PAM, travel	\$143.00
BURT, ZAC, travel	\$78.00
CENTER POINT PUBLISHING, books	\$133.02
CENTURY LINK BUSN SVCS, phones	\$11.24
CENTURY LINK, phones	\$933.21
CITY OF OMAHA, services	\$18.55
CITY OF PAPILLION PARKS/RECREATION, services	\$40.00
CITY OF PAPILLION, services	\$1,709.54
CNA SURETY, services	\$1,855.00
COX COMMUNICATIONS, services	\$277.40
CRANE, RAY, travel	\$245.00
CULLIGAN OF OMAHA, services	\$21.75
DEMCO INC, supplies	\$755.07
DI MAURO, JAYSON, travel	\$78.00
DLR GROUP, services	\$6,000.00
DOUGLAS COUNTY SHERIFF'S OFC, services	\$25.00

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EDGEWEAR SCREEN PRINTING, apparel	\$3,810.00
EN POINTE TECHNOLOGIES SALES, services	\$308.77
FITZGERALD SCHORR BARMETTLER, services	\$35,227.22
FOCUS PRINTING, services	\$9,155.92
GALE, books	\$164.18
GCR TIRES & SERVICE, maint.	\$1,269.48
GOPHER SPORTS, services	\$209.37
GRAHAM CONSTRUCTION, INC, services	\$85,537.76
GREATMATS.COM CORP, services	\$5,327.35
HANEY SHOE STORE, apparel	\$118.99
HAWKINS CONSTRUCTION CO, services	\$4,950.00
HDR ENGINEERING INC, services	\$15,846.93
HELWIG, JOHN, travel	\$78.00
HOBBY LOBBY STORES, supplies	\$464.46
HOME DEPOT, bld&grnds	\$254.11
HOTSY EQUIPMENT CO, services	\$260.63
HYDRAULIC EQUIPMENT, services	\$942.39
HY-VEE INC, supplies	\$94.65
ICMA MEMBERSHIP RENEWALS, services	\$1,214.06
INGRAM LIBRARY SERVICES, books	\$1,446.34
J & J SMALL ENGINE, services	\$40.14
KELLER, RON, travel	\$78.00
KRAV MAGA WORLDWIDE INC, services	\$595.00
KRIHA FLUID POWER, services	\$22.07
LA VISTA COMM FOUNDATION, payroll	\$90.00
LIBRARY IDEAS LLC, books	\$2,102.50
LINCOLN CHAPTER AGA, services	\$130.00
LOU'S SPORTING GOODS, supplies	\$93.80
LOVELAND GRASS PAD, services	\$49.35
MALLARD SAND & GRAVEL CO, maint.	\$45.97
MARK A KLINKER, services	\$200.00
MARTIN MARIETTA AGGREGATES, maint.	\$234.81
MATHESON TRI-GAS INC, maint.	\$175.86
MAX I WALKER, services	\$605.96
MC CANN PLUMBING, services	\$136.00
MC CUNE, MARK L, services	\$1,600.00
MENARDS-RALSTON, bld&grnds	\$56.98
MIDWEST TAPE, media	\$337.11
MIDWEST TURF & IRRIGATION, maint.	\$64.76
MONARCH OIL INC, services	\$444.50
MUD, utilities	\$97.15
MULHALL'S, services	\$415.98
NE ENVIRONMENTAL PRODS, supplies	\$409.90
NE SOFTBALL ASSN DIST#10, services	\$700.00
NICK JEANETTE, travel	\$245.00
OFFICE DEPOT INC, supplies	\$611.94
OMAHA WINNELSON, services	\$64.65
OMNI, maint.	\$467.93
ONE CALL CONCEPTS INC, services	\$381.54
OPPD, utilities	\$10,568.64
O'REILLY AUTOMOTIVE STORES, maint.	\$241.38
ORIENTAL TRADING CO, supplies	\$3.98
PAPILLION LA VISTA SCHL DISTR, services	\$250.00
PAPILLION SANITATION, services	\$980.00
PATTON EQUIPMENT CO, bld&grnds	\$130.00
PAYLESS OFFICE, supplies	\$292.10
PITNEY BOWES, services	\$526.71
PLUTA, DON, travel	\$129.00
PRO-PAPILLION RECREATION ORG, services	\$1,975.00

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RDG PLANNING & DESIGN, services	\$8,957.40
RTC MANUFACTURING, INC, supplies	\$354.15
SARPY COUNTY COURTHOUSE, services	\$4,100.03
SCARPA, DAN, travel	\$129.00
SEFFRON, RANDY, travel	\$78.00
SEVENER, DUTCH, travel	\$78.00
SOUTHERN UNIFORM & EQUIPMENT, apparel	\$496.47
STOLLEY, BRIAN, travel	\$245.00
THORPE'S BODY SHOP, services	\$2,936.69
TIMM SKOT, refund	\$300.00
TITLECORE NATIONAL, LLC, services	\$225.00
TOSHIBA FINANCIAL, services	\$138.00
TRACTOR SUPPLY, maint.	\$291.31
TROUT, DONNA L, services	\$480.00
TY'S OUTDOOR POWER, services	\$64.07
UHE, ROBERT, travel	\$129.00
ULRICH, BEN, travel	\$78.00
UNITE PRIVATE NETWORKS LLC, services	\$3,850.00
UNITED PARCEL, servcies	\$9.39
USBORNE BOOKS & MORE, books	\$413.56
UTILITY EQUIPMENT CO, supplies	\$14.66
WAUGH, BRYAN, travel	\$245.00
WESTLAKE HARDWARE INC, maint.	\$689.84
WICK'S STERLING TRUCKS, maint.	\$7.44
WORLD TRADE PRESS, services	\$729.31
ZIMCO SUPPLY CO, bld&grnds	\$7,709.20

Councilmember Crawford ask that consent agenda item A11 be moved to the regular agenda. Councilmember Thomas made a motion to approve the consent agenda minus item A11. Seconded by Councilmember Frederick. Councilmember Quick reviewed the bills and stated everything was in order. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## A11. RESOLUTION NO. 18-061—AWARD OF CONTRACT – EASTERN NEBRASKA OFFICE ON AGING

Councilmember Sell introduced and moved for the adoption of Resolution No.18-061 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE EASTERN NEBRASKA OFFICE ON AGING FOR PROVISION OF A NUTRITION PROGRAM.

WHEREAS, the City of La Vista's Community Center has annually served as a hot meal site for senior citizens in conjunction with the Nutrition program of the Eastern Nebraska Office on Aging (ENOA); and

WHEREAS, the Mayor and City Council believe it is desirable to continue to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City of La Vista be, and hereby is, authorized to execute an agreement with the Eastern Nebraska Office on Aging for provision of a nutrition program

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

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Planner Solberg introduced Community Development intern Cole Bockelman to the City Council.

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Director of Public Works Soucie reported that the traffic signal at 96th and Brentwood Drive has been activated, 132nd and W Giles Rd. is now open, and the pool should be filled with water later this week.

## **B. APPLICATION FOR REPLAT – BROOK VALLEY II REPLAT 5 (NE OF 120TH & PORTAL RD.)**

### **1. RESOLUTION – APPROVE REPLAT**

Councilmember Hale introduced and moved for the adoption of Resolution No. 18-062 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOT 1 BROOK VALLEY II BUSINESS PARK REPLAT 2 AND THE N 280 OF THE W 80FT OF LOT 2 BROOK VALLEY II BUSINESS PARK REPLAT 2, TO BE REPLATTED AS LOT 1 BROOK VALLEY II BUSINESS PARK REPLAT 5, A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a replat for Lot 1 Brook Valley II Business Park Replat 2 and The N 280 of the W 80ft of Lot 2 Brook Valley II Business Park Replat 2, to be replatted as Lot 1 Brook Valley II Business Park Replat 5; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on April 19, 2018, the La Vista Planning Commission held a meeting and reviewed the replat and recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat for Lot 1 Brook Valley II Business Park Replat 2 and The N 280 of the W 80ft of Lot 2 Brook Valley II Business Park Replat 2, to be replatted as Lot 1 Brook Valley II Business Park Replat 5, a subdivision located in the Northwest Quarter of Section 20, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located northeast of 120th Street and Portal Road, be, and hereby is, approved.

Seconded by Councilmember Frederick. Kyle Haase with E & A Consulting, representing the applicant, spoke in favor of the replat stating this will clean up the plat to create a buildable lot. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

### **2. RESOLUTION – APPROVE SUBDIVISION AGREEMENT**

Councilmember Sell introduced and moved for the adoption of Resolution No. 18-063 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOT 1 BROOK VALLEY II BUSINESS PARK REPLAT 5 SUBDIVISION.

WHEREAS, the City Council did on May 15, 2018, approve the final plat for Lot 1, Brook Valley II Business Park Replat 5 Subdivision subject to certain conditions; and

WHEREAS, the Subdivider, Pipers Plus, LLC, have agreed to execute a Subdivision Agreement satisfactory in form and content to the City.

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement presented at the May 15, 2018, City Council meeting for the Brook Valley II Business Park Replat 5 Subdivision be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute same on behalf of the City, subject to the conditions of Council final plat approval and with such revisions that the City Administrator or City Engineer may determine necessary or advisable.

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

## **C. RESOLUTION – AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT – PARKING FACILITIES/CITY CENTRE - DESIGN**

Councilmember Quick introduced and moved for the adoption of Resolution No.18-064 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA APPROVING AMENDMENT NUMBER FOUR TO THE PROFESSIONAL SERVICES AGREEMENT WITH DLR GROUP, LLC TO PROVIDE ADDITIONAL ARCHITECTURAL DESIGN SERVICES RELATED TO OFF STREET PARKING FACILITIES IN AN AMOUNT NOT TO EXCEED \$9,500.00.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined additional architectural design services related the off street parking facility are necessary; and

WHEREAS, the City Council on behalf of the City of La Vista desires to approve amendment number four to the professional services agreement with DLR Group, LLC to provide additional architectural design services; and

WHEREAS, The FY18 Capital Improvement Program provides funding for the 84<sup>th</sup> Street Public Improvements Redevelopment Project; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve amendment number four to the professional services agreement with DLR Group, LLC to provide additional architectural design services related to the off street parking facility in an amount not to exceed \$9,500.00.

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

## **D. RESOLUTION – AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT – PARKING FACILITIES/CITY CENTRE - SECURITY PLANNING**

Councilmember Hale introduced and moved for the adoption of Resolution No.18-065 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA APPROVING AMENDMENT NUMBER FIVE TO THE PROFESSIONAL SERVICES AGREEMENT WITH DLR GROUP, LLC TO PROVIDE ADDITIONAL CONSULTANT SERVICES RELATED TO SECURITY PLANNING FOR OFF STREET PARKING FACILITIES IN AN AMOUNT NOT TO EXCEED \$14,950.00.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined additional consultant services related the off street parking facility are necessary; and

WHEREAS, the City Council on behalf of the City of La Vista desires to approve amendment number five to the professional services agreement with DLR Group, LLC to provide additional consulting services; and

WHEREAS, The FY18 Capital Improvement Program provides funding for the 84<sup>th</sup> Street Public Improvements Redevelopment Project; and

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

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NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve amendment number five to the professional services agreement with DLR Group, LLC to provide additional consulting services related to the off street parking facility in an amount not to exceed \$14,950.00.

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

## E. CHANGE ORDER NO. 3 – 84TH STREET REDEVELOPMENT AREA PUBLIC IMPROVEMENT – OFFSTREET PARKING DISTRICT NO. 2 – STRUCTURE NO. 1

Councilmember Hale introduced and moved for the adoption of Resolution No.18-066 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NUMBER 3 TO THE CONTRACT WITH HAWKINS CONSTRUCTION CO., OMAHA, NEBRASKA, TO PROVIDE FOR ADDITIONS AND DELETIONS OF WORK TO THE CONTRACT IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$4,791.00.

WHEREAS, the City has determined it is necessary to make changes to provide for additions and deletions of work to the contract; and

WHEREAS, the FY17/18 Biennial Budget provides funding for the project; and

WHEREAS, the contract price will increase with change order number 3 by \$4,791.00.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for change order number 3 to the contract with Hawkins Construction Co., Omaha, Nebraska, to provide for additions and deletions of work to the contract in an additional amount not to exceed \$4,791.00.

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

## F. RESOLUTION – AWARD OF CONTRACT – SWAIN CONSTRUCTION, INC. – 84TH STREET REDEVELOPMENT AREA PUBLIC IMPROVEMENT – STREET ACCESS IMPROVEMENTS

Councilmember Hale introduced and moved for the adoption of Resolution No.18-067 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO SWAIN CONSTRUCTION, INC., OMAHA NEBRASKA FOR CONSTRUCTION OF THE 84TH STREET ACCESS IMPROVEMENTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT IN THE 84TH STREET REDEVELOPMENT AREA IN AN AMOUNT NOT TO EXCEED \$529,953.11.

WHEREAS, the City Council of the City of La Vista has determined that 84<sup>th</sup> Street access improvements are necessary; and

WHEREAS, the FY17/18 Biennial Budget provides funding for this project; and

WHEREAS, Bids were solicited and three bids received; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award the contract to Swain Construction, Inc., Omaha Nebraska for construction of the 84th Street Access Improvements associated with the Public Improvement Redevelopment Project in the 84th Street Redevelopment Area in an amount not to exceed \$529,953.11.

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

## **G. RESOLUTION – AUTHORIZATION TO REQUEST RELINQUISHMENT OF STATE HIGHWAY N85 (84TH STREET)**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 18-068 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE SUBMITTAL OF A LETTER TO THE NEBRASKA DEPARTMENT OF TRANSPORTATION (NDOT) REQUESTING RELINQUISHMENT OF LA VISTA'S PORTION OF STATE HIGHWAY N85 (84TH STREET) FROM HARRISON STREET TO GILES ROAD.

WHEREAS, the City Council of the City of La Vista has determined that the relinquishment of La Vista's portion of State Highway N85 (84th Street) is desirable; and

WHEREAS, the relinquishment of La Vista's portion of State Highway N85 (84th Street) will allow the City of La Vista to have more control over this roadway, which will help to facilitate implementation of the Streetscape Plan; and

WHEREAS, in order for the NDOT to consider said relinquishment the City must submit a formal letter of request.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize the submittal of a letter to the Nebraska Department of Transportation (NDOT) requesting relinquishment of La Vista's portion of State Highway N85 (84th Street) from Harrison Street to Giles Road.

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

## **H. APPROVAL OF A CLASS D LIQUOR LICENSE – JSV LLC DBA JD'S LIQUOR LOCKER**

### **1. PUBLIC HEARING**

At 6:27 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion of the Class D Liquor License for JSV LLC dba JD's Liquor Locker.

Steve Ranum, attorney for JSV LLC, spoke in favor of granting the license.

At 6:28 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

### **2. RESOLUTION**

Councilmember Sell introduced and moved for the adoption of Resolution No. 18-069 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS D LIQUOR LICENSE APPLICATION FOR JSV, LLC DBA JD'S LIQUOR LOCKER, IN LA VISTA, NEBRASKA.

WHEREAS, JSV, LLC dba JD's Liquor Locker, 8052 S. 84th Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class D Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class D Liquor License application submitted JSV, LLC dba JD's Liquor Locker, 8052 S. 84th Street, La Vista, Sarpy County, Nebraska.

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

## **I. RESOLUTION – AMENDMENT TO COUNCIL POLICY STATEMENT – EMPLOYEE PERFORMANCE MANAGEMENT PROGRAM**

Councilmember Sell introduced and moved for the adoption of Resolution No. 18-070 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN AMENDMENT TO A COUNCIL POLICY STATEMENT.

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

WHEREAS, a Council Policy Statement entitled "Employee Performance Management Program" was established and an amendment is recommended.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the amendment Council Policy Statement entitled "Employee Performance Management Program" and do further hereby direct the distribution of said Council Policy Statement to the appropriate City Departments.

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

## **J. RESOLUTION – AMENDMENT TO COUNCIL POLICY STATEMENT – EMPLOYEE COMPENSATION – PAY FOR PERFORMANCE**

Councilmember Hale introduced and moved for the adoption of Resolution No. 18-071 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN AMENDMENT TO A COUNCIL POLICY STATEMENT.

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

WHEREAS, a Council Policy Statement entitled "Employee Compensation – Pay for Performance" was established and an amendment is recommended.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the amendment Council Policy Statement entitled "Employee Compensation – Pay for Performance" and do further hereby direct the distribution of said amended Council Policy Statement to the appropriate City Departments.

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

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May 15, 2018

No. 729 — REEDIE & COMPANY, INC. OMAHA E1310556LD

## **K. RESOLUTION – AUTHORIZATION TO PURCHASE PLOTTER/SCANNER**

Councilmember Sell introduced and moved for the adoption of Resolution No. 18-072 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) HP DESIGNJET T2530 36-IN MULTIFUNCTION PRINTER FROM A&D TECHNICAL SUPPLY CO, INC., OMAHA NEBRASKA IN AN AMOUNT NOT TO EXCEED \$7,940.00.

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

WHEREAS, the FY17/18 Biennial Budget provides funding for the proposed purchase; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize the purchase of one (1) HP DesignJet T2530 36-in Multifunction Printer from A&D Technical Supply Co, Inc, Omaha Nebraska in an amount not to exceed \$7,940.00.

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

Councilmember Crawford made a motion to move Comments from the Floor ahead of Item L. Executive Session. Seconded by Councilmember Frederick. Councilmembers voting aye: Fredrick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## **COMMENTS FROM THE FLOOR**

There were no comments from the floor.

## **L. EXECUTIVE SESSION – LAND ACQUISITION; CONTRACT NEGOTIATIONS; LITIGATION**

At 6:34 p.m. Councilmember Crawford made a motion to go into executive for protection of the public interest for negotiating guidance regarding land acquisition, contract negotiations and litigation. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 8:08 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. Seconded by Councilmember Quick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## **COMMENTS FROM MAYOR AND COUNCIL**

There were no comments from Mayor and Council.

At 8:08 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

# MINUTE RECORD

May 15, 2018

No. 729 — REEDEL & COMPANY, INC. OMAHA E1310556LD

PASSED AND APPROVED THIS 5TH DAY OF JUNE 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC  
Deputy City Clerk

A-3

## Invoice



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

May 14, 2018

Invoice No: 302029

**Invoice Total** \$1,181.60

John Kottmann  
City Engineer/Assistant Public Works Director  
City of La Vista NE  
8116 Park View Blvd  
La Vista, NE 68128-2198

OA Project No. A16-0546

City of LaVista 84th Street Redevelopment Site Preparation

Professional services rendered March 11, 2018 through May 5, 2018 for work completed in accordance with agreement dated June 21, 2016 and Amendment #1 dated October 27, 2017.

Phase 100 Survey Verification

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	0.00	5,000.00	5,000.00
Limit			5,000.00

Phase 110 Survey (Post Construction Verification)

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	0.00	17,500.00	17,500.00
Limit			17,500.00

Phase 200 Utility & Tenant Coordination

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	0.00	15,000.00	15,000.00
Limit			15,000.00

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Phase 210 Preliminary Construction Documents

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

## Consent Agenda 6/5/18

Project	A16-0546	LaVista 84th St Site Preparation	Invoice	302029
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Billing Limits	Current	Prior	To-Date
Total Billings	0.00	13,168.25	13,168.25
Limit		15,000.00	15,000.00
Balance Remaining			1,831.75
<b>Total this Phase</b>			<b>0.00</b>

Phase 220 Final Construction Documents

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	30,000.00	30,000.00
Limit		30,000.00	30,000.00
<b>Total this Phase</b>			<b>0.00</b>

Phase 300 Project Management

#### Labor

	Hours	Rate	Amount
Principal			
Egelhoff, Anthony	2.00	157.00	314.00
Galley, Eric	2.00	121.00	242.00
Assistant Professional			
Niewohner, Philip	1.50	88.00	132.00
Construction Services			
Markham, Matthew	3.00	83.00	249.00
Administrative/Clerical			
Sock, Jessica	2.75	88.00	242.00
Totals	11.25		1,179.00
<b>Total Labor</b>			<b>1,179.00</b>

Billing Limits	Current	Prior	To-Date
Total Billings	1,179.00	23,301.25	24,480.25
Limit		30,000.00	30,000.00
Balance Remaining			5,519.75
<b>Total this Phase</b>			<b>\$1,179.00</b>

Phase 400 On-Site Construction Administration

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	A16-0546	LaVista 84th St Site Preparation			Invoice	302029
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>		
Total Billings		0.00	28,500.00	28,500.00		
Limit				28,500.00		
			<b>Total this Phase</b>	<b>0.00</b>		
Phase	410	SWPPP Inspections				
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>		
Total Billings		0.00	5,250.00	5,250.00		
Limit				8,000.00		
Balance Remaining				2,750.00		
			<b>Total this Phase</b>	<b>0.00</b>		
Phase	420	On-Site Construction Observation				
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>		
Total Billings		0.00	39,681.75	39,681.75		
Limit				45,000.00		
Balance Remaining				5,318.25		
			<b>Total this Phase</b>	<b>0.00</b>		
Phase	430	Special Inspections / Testing				
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>		
Total Billings		0.00	8,000.00	8,000.00		
Limit				8,000.00		
			<b>Total this Phase</b>	<b>0.00</b>		
Phase	900	Expenses				
<b>Unit Billing</b>						
Line Drawing-Bond				2.60		
<b>Total Units</b>				<b>2.60</b>		<b>2.60</b>
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>		
Total Billings		2.60	6,076.14	6,078.74		
Limit				10,000.00		
Balance Remaining				3,921.26		

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	A16-0546	LaVista 84th St Site Preparation	Invoice	302029
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Total this Phase	\$2.60
AMOUNT DUE THIS INVOICE	\$1,181.60

Email Invoices to: [jkottmann@cityoflavista.org](mailto:jkottmann@cityoflavista.org)

Authorized By: Eric Galley

O.K. to pay  
JMK 5-15-2018  
CD-17-007  
05.71.0908.003

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

A-4

**Invoice**



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

May 16, 2018

Invoice No: 302490

**Invoice Total \$4,500.00**

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

OA Project No. S16-0546

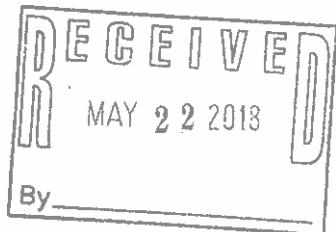
City of La Vista NE La Vista City Centre Replat Lots 16 & 17

Professional services rendered through May 5, 2018 for work completed in accordance with agreement dated April 2, 2018.

Phase Fee	100	Full Replat				
Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing	
Full Replat	4,500.00	100.00	4,500.00	0.00	4,500.00	
Total Fee	4,500.00		4,500.00	0.00	4,500.00	
<b>Subtotal</b>					4,500.00	
<b>Total this Phase</b>					<b>\$4,500.00</b>	
<b>AMOUNT DUE THIS INVOICE</b>					<b>\$4,500.00</b>	

Authorized By: Philip Niewohner

O.K. to pay  
JM 5-22-2018  
05.71.0909.003



INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Amount Due 6/5/18

## Invoice



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

May 24, 2018

Invoice No: 303682

Invoice Total \$8,522.78

John Kottmann  
 City Engineer/Assistant Public Works Director  
 City of La Vista NE  
 8116 Park View Blvd  
 La Vista, NE 68128-2198

OA Project No. 017-1779 LaVista 96th & Brentwood Traffic Signal

Professional services rendered from April 8, 2018 through May 5, 2018 for work completed in accordance with our Letter Agreement dated June 8, 2017 and Amendment No. 1 dated February 12, 2018.

Phase 600 Construction Administration Amd #1  
 Labor

	Hours	Amount
Totals	6.50	555.83
Total Labor		555.83
Total this Phase		\$555.83

Phase 610 Construction Observation Amd #1  
 Labor

	Hours	Amount
Totals	91.25	7,900.99
Total Labor		7,900.99

**Reimbursable Expenses**

Personal Vehicle Mileage	65.96
Total Reimbursables	65.96
	65.96
Total this Phase	\$7,966.95

	Current	Prior	To-Date
Total Billings	8,522.78	49,905.29	58,428.07
Limit			64,011.92
Balance Remaining			5,583.85

AMOUNT DUE THIS INVOICE \$8,522.78

Att. Progress Report  
 Transmitted by email to: jkottmann@cityoflavista.org

Authorized By: Christopher Rolling

o.k. to pay  
 FMK 5-24-2018  
 05.71.0883.003

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Consent Agenda 4/5/18 (K)

A-6



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

INVOICE

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

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

CITY OF LA VISTA  
JOHN KOTTMANN  
9900 PORTAL ROAD  
LA VISTA, NE 68128

Invoice number 126104  
Date 05/21/2018

Project 0171-417 LA VISTA PHASE 1 GOLF  
COURSE TRANSFORMATION -  
PROPOSED LAKE IMPROVEMENTS

Professional Services from April 9, 2018 through May 13, 2018

PO #18-0080

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Construction Staking	20,000.00	19,888.55	111.45	0.00
Construction Administration	4,000.00	4,000.00	0.00	0.00
Construction Observation	5,000.00	3,818.65	249.65	931.70
Construction Testing/Geotechnical Observation	105,000.00	69,126.87	29,738.13	6,135.00
Erosion Control Monitoring and Reporting Services	7,500.00	7,144.50	355.50	0.00
Grading "As-Built" Drawings	3,500.00	3,358.75	141.25	0.00
Sanitary Sewer Relocation	15,000.00	3,682.67	7,657.33	3,660.00
3D Visualization	3,500.00	3,500.00	0.00	0.00
Additional Design Team Meeting Attendance	2,000.00	1,986.65	13.35	0.00
Construction Phase Progress Meeting Attendance	7,500.00	7,496.66	3.34	0.00
Total	173,000.00	124,003.30	38,270.00	10,726.70

Invoice total 10,726.70



Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
125675	04/20/2018	5,176.77		5,176.77			
126104	05/21/2018	10,726.70	10,726.70				
	Total	15,903.47	10,726.70	5,176.77	0.00	0.00	0.00

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

O.K. to pay  
frm 5-23-2018  
05.71.0916.003

A-7

**Invoice**



listen.DESIGN.deliver  
6457 Frances Street, Suite 200  
Omaha, NE 68106  
402-393-4100 Fax 402-393-8747

John Kottmann, PE  
Director Public Works  
City of La Vista  
Email Inv: jkottmann@cityoflavista.org  
9900 Portal Road  
La Vista, NE 68128

May 10, 2018

Project No: 10-17105-01  
Invoice No: 0147893

Project 10-17105-01 La Vista City Centre Parking Fac CA

**Billing Period: April 1, 2018 to April 30, 2018**

**Fee**

Total Fee	34,000.00		
Percent Complete	30.00	Total Earned	10,200.00
		Previous Fee Billing	8,500.00
		Current Fee Billing	1,700.00
		<b>Total Fee</b>	<b>1,700.00</b>

**Consultants**

AGA Consulting, Inc.	5,905.00
<b>Total Consultants</b>	<b>5,905.00</b>
	<b>Total this Invoice</b>
	<b>\$7,605.00</b>

**Billings to Date**

	Current	Prior	Total
Fee	1,700.00	8,500.00	10,200.00
Consultant	5,905.00	4,150.00	10,055.00
Expense	0.00	163.08	163.08
<b>Totals</b>	<b>7,605.00</b>	<b>12,813.08</b>	<b>20,418.08</b>

o.K. to pay

EFMK 5-17-2018

CD-17-008

05.71.0909.003

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

Matthew Gulsvig, AIA, LEED AP

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

Consent Agenda 6/5/18

# E.J.CDC

ENGINEERS JOINT CONTRACT  
DOCUMENTS COMPANY, INC.

Contractor's Application for Payment No. THREE (3)		
Application Period 4-7-18 TO 4-14-18		Application Date 5/7/2018
To (Owner) City of La Vista, NE	From (Contractor) Vierregger Electric Co	Via (Engineer) Olson Associates
Project South & Brenwood Traffic Signal	Contract	
Owner's Contract No. PW-ST-16-001	Contractor's Project No. 41007	Engineer's Project No. 017-1770

## Application For Payment

### Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
ONE	\$418.00	
TWO	\$4,380.90	
THREE	\$10,536.80	
<b>TOTALS</b>	<b>\$15,117.70</b>	<b>\$418.00</b>
<b>NET CHANGE BY CHANGE ORDERS</b>		<b>\$14,699.70</b>

1. ORIGINAL CONTRACT PRICE..... \$ 306,470.16  
2. Net change by Change Orders..... \$ 14,699.70  
3. Current Contract Price (Line 1 + 2)..... \$ 321,169.86  
4. TOTAL COMPLETED AND STORED TO DATE  
(Column F total on Progress Estimates)..... \$ 284,344.75

### RETAINAGE:

a. 10% X \$25,816.75 Work Completed..... \$ 25,816.75  
b. 10% X \$11,508.00 Stored Material..... \$ 11,508.00

c. Total Retainage (Line 5.a + Line 5.b)..... \$ 32,324.75

6. AMOUNT ELIGIBLE TO DATE (Line 1 - Line 5.c)..... \$ 255,910.27

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 184,187.44

8. AMOUNT DUE THIS APPLICATION..... \$ 71,722.83

9. BALANCE TO FINISH, PLUS RETAINAGE  
(Column G total on Progress Estimates + Line 5.c above)..... \$ 555,686.81

Payment of:

71,722.83

Line 8 or other - attach explanation of the other amount

is recommended by

John Vierregger 5/9/18 O.K. to PAY  
(Engineer) (Date)

8/18/18 5-11-2018  
05.71.0883.003

### 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  
By John Vierregger Date 5-11-18

A-8

Consent Agenda 05/18

VIERREGGER ELECTRIC CO.  
4349 S. 139th Street  
OMAHA, NEBRASKA 68137  
(402) 896-8008 FAX (402) 896-6559

**ORIGINAL CONTRACT PAGE 1**

CONTRACT FOR: 16001 Electrical

PROJECT: *91st & Brookwood-Traffic Signals*  
PROJECT NO: PWST - 16 - 001  
VENDOR NO:

TO: 3 FROM: 3 PERIOD: 4-7-18 TO: 5-4-19

**ORIGINAL CONTRACT PAGE 1**

PAGE NO: 2 TO: 3  
APPLICATION NUMBER: 3  
APPLICATION DATE: 5-7-18

TO: 3 FROM: 3 PERIOD: 4-7-18 TO: 5-4-19

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	C		D		E		F		G		H		I	
			PREVIOUS APPLICATIONS	WORK IN PLACE	THIS APPLICATION	STORED MATERIALS	WORK COMPLETED	TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE					
Current Quantities Shown in Parentheses																
1	Mobilization	21,442.00	21,442.00							21,442.00	100	0.00	2,144.20			
2	Landscaping (LS)	11,830.00	0.00	11,830.00			0.00	11,830.00	100	0.00	0.00	0.00	1,183.00			
2A	Planting Soil (43 CY)	0.00	0.00	2,601.50			0.00	2,601.50		(2,601.50)	260.15					
3	Remove Pavement (67 SY)	5,484.16	6,086.08	1,120.24			0.00	7,206.32	131	(1,722.16)	720.63					
4	Remove Median Surfacing	1,860.04	1,860.04	0.00			0.00	1,860.04	100	0.00	186.00					
5	Remove Sidewalk (60 SF)	1,478.99	1,478.99	78.60			0.00	1,557.59	105	(78.60)	155.76					
6	Saw Cut - Full Depth (79 LF)	3,859.68	3,859.68	417.12			0.00	4,276.80	111	(417.12)	427.68					
7	Remove Monument Sign	5,980.00	5,980.00	0.00			0.00	5,980.00	100	0.00	598.00					
8	Relocate Monument Sign (LS)	1,870.00	0.00	1,870.00			0.00	1,870.00	100	0.00	0.00	0.00	187.00			
9	Clearing and Grubbing	4,382.40	4,382.40	0.00			0.00	4,382.40	100	0.00	438.24					
10	Remove Curb Inlet	685.30	685.30	0.00			0.00	685.30	100	0.00	68.53					
11	Remove Sewer Pipe	749.50	749.50	0.00			0.00	749.50	100	0.00	0.00	0.00	74.95			
12	Drill and Grout Tie Bars (23 EA)	1,039.44	1,039.44	130.64			0.00	1,170.08	113	(130.64)	117.01					
13	Construct 8" Concrete (109 SF)	28,327.31	28,327.31	6,846.29			0.00	35,173.60	124	(6,846.29)	3,517.36					
14	Construct 6" Median	7,999.56	7,867.88	0.00			0.00	7,867.88	98	131.68	786.79					
15	Construct 6" Imprinted	2,085.83	1,361.41	0.00			0.00	1,361.41	65	724.42	136.14					
16	Construct 6" Sidewalk (122 SF)	4,265.70	4,265.70	719.80			0.00	4,985.50	117	(719.80)	498.55					
17	Construct Curb & Gutter (72 LF)	8,287.05	5,218.95	2,277.36			0.00	7,496.31	90	790.75	749.63					
18	Construct Curb Inlet	3,652.00	3,652.00	0.00			0.00	3,652.00	100	0.00	0.00	0.00	365.20			
19	Construct 18" Conic Collar	574.20	574.20	0.00			0.00	574.20	100	0.00	0.00	0.00	57.42			
20	Construct 18" RCP	2,230.14	2,230.14	0.00			0.00	2,230.14	100	(0.00)	223.01					
21	Aggregate Bedding	198.66	198.66	0.00			0.00	198.66	100	0.00	19.87					
22	Construct Curb Ramp (30 SF)	3,623.04	3,623.04	566.10			0.00	4,189.14	116	(566.10)	418.91					
23	Detectable Warning Panel	1,056.00	1,056.00	0.00			0.00	1,056.00	100	0.00	105.60					
24	5" White Tape	1,178.72	0.00	0.00			0.00	0.00	0.00	0.00	1,178.72					
25	10" White Tape	1,698.18	0.00	0.00			0.00	0.00	0.00	0.00	1,698.18					
26	12" White Tape	219.00	0.00	0.00			0.00	0.00	0.00	0.00	219.00					
27	18" White Tape	2,638.79	0.00	0.00			0.00	0.00	0.00	0.00	2,638.79					
28	24" White Tape	9,328.00	0.00	0.00			0.00	0.00	0.00	0.00	9,328.00					
29	White Arrow	2,178.00	0.00	0.00			0.00	0.00	0.00	0.00	2,178.00					
30	White Only	1,320.00	0.00	0.00			0.00	0.00	0.00	0.00	1,320.00					
Original Contract Totals or Page 1 Total																
		141,521.70	105,938.72	28,457.65	0.00		0.00	134,396.37	95	7,125.33	13,439.64					

**VIERREGGER ELECTRIC CO.**

4349 S. 139th Street  
OMAHA, NEBRASKA 68137  
(402) 896-8008 FAX (402) 896-6559

CONTRACT FOR: 160011 Electrical

**ORIGINAL CONTRACT PAGE 1**

PROJECT: *46th & Broadway and Traffic Signals*

PROJECT NO: *PWST - 16-001*

VENDOR NO:

PAGE NC: 3 TO: 3  
APPLICATION NUMBER: 3  
APPLICATION DATE: 5-7-13  
PERIOD FROM: 4-2-13 TO: 5-4-13

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		THIS APPLICATION STORED MATERIALS	TOTAL COMPLETE AND STORED TO DATE (D+E+F)	% QC	BALANCE TO FINISH (C-G)	RETAINAGE
			PREVIOUS APPLICATIONS	WORK IN PLACE					
31	Posts & Signs	825.00	0.00	0.00	0.00	0.00	0.00	825.00	0.00
32	Pedestal Pole, Type PP-4 (6 EA)	11,646.00	0.00	11,646.00	0.00	11,646.00	100	0.00	1,164.60
33	MP-45 Pole (0.75 EA)	11,883.00	2,970.75	8,912.25	0.00	11,883.00	100	0.00	1,188.30
34	CMP-40-12-40 Pole (0.75 EA)	10,911.00	2,727.75	8,183.25	0.00	10,911.00	100	0.00	1,091.10
35	CMP-50-12-40 Pole (2 x 0.75 EA)	27,090.00	6,772.50	20,317.50	0.00	27,090.00	100	0.00	2,709.00
36	TS-1 Traffic Signal	4,944.00	0.00	0.00	0.00	0.00	0.00	4,944.00	0.00
37	TS-1A Traffic Signal	2,944.00	0.00	0.00	0.00	0.00	0.00	2,944.00	0.00
38	TS-1LF Traffic Signal	1,892.00	0.00	0.00	0.00	0.00	0.00	1,892.00	0.00
39	TS-1LFF Traffic Signal	2,178.00	0.00	0.00	0.00	0.00	0.00	2,178.00	0.00
40	PS-1 Ped Signal	5,192.00	0.00	0.00	0.00	0.00	0.00	5,192.00	0.00
41	PPB Pushbutton	2,152.00	0.00	0.00	0.00	0.00	0.00	2,152.00	0.00
42	Controller (1 EA)	13,015.00	0.00	13,015.00	0.00	13,015.00	0.00	0.00	1,301.50
43	Controller Cabinet (1 EA)	2,450.00	0.00	2,450.00	0.00	2,450.00	0.00	0.00	245.00
44	PB-6 Pull Box	2,988.00	2,988.00	0.00	0.00	2,988.00	0.00	0.00	298.80
45	2" Conduit Trenched	916.40	1,903.90	0.00	0.00	1,903.90	0.00	0.00	190.39
46	3" Conduit Bored	13,625.28	13,625.28	0.00	0.00	13,625.28	0.00	0.00	1,362.53
47	Service Cable	495.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
48	Service Entrance Cable	460.00	517.50	0.00	0.00	517.50	0.00	0.00	51.75
49	Service Disconnect Ped	4,480.00	4,480.00	0.00	0.00	4,480.00	0.00	0.00	448.00
50	16/C Signal Cable (476 LF)	2,594.20	0.00	2,594.20	0.00	2,594.20	0.00	0.00	259.42
51	Street Light Cable (379 LF)	1,883.63	0.00	1,883.63	0.00	1,883.63	0.00	0.00	188.36
52	Pushbutton Cable (957 LF)	1,368.51	0.00	1,368.51	0.00	1,368.51	0.00	0.00	136.85
53	Grounding Cable (379 LF)	515.44	0.00	515.44	0.00	515.44	0.00	0.00	51.54
54	200W Street Light Luminaire	1,950.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
55	Install Overhead Signs	4,638.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
56	Radar Vehicle Detection	28,392.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
57	Temp Traffic Control (25% LS)	3,520.00	1,760.00	880.00	0.00	2,640.00	0.00	0.00	264.00
CO-1	Save Two Trees in Item 2	(418.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CO-2	Item 2A Planting Soil (43 CY)	2,057.00	0.00	2,601.50	0.00	2,601.50	0.00	0.00	260.15
CO-3	R & R Curb & Gutter (116 LF)	3,828.00	0.00	158.92	0.00	158.92	0.00	0.00	15.89
CO-3	West side Landscaping (LS)	2,238.50	0.00	2,238.50	0.00	2,238.50	0.00	0.00	223.85
CO-3	2" PVC Conduit Bored (100 LF)	1,930.00	0.00	1,930.00	0.00	1,930.00	0.00	0.00	193.00
SW	Stored Materials	0.00	45,972.00	0.00	(12,454.00)	33,508.00	0.00	0.00	3,350.80
	Original Project Totals or Page 1 Total	316,105.65	189,656.40	107,152.35	(12,464.00)	284,344.75	90	27,252.33	28,434.48

## APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702  
PAGE ONE OF two PAGES

TO OWNER:  
City of LaVista, NE  
8116 Park View Blvd.  
LaVista, NE 68108  
FROM CONTRACTOR:  
Anderson Excavating Co.  
1920 Dorcas St.  
Omaha, NE 68108  
CONTRACT FOR:

PROJECT: Demolition & Site Prep  
Mixed-Use Redevelopment Project Area  
CD-17-007

APPLICATION NO: 10  
PERIOD TO: 12/31/2017  
VIA ARCHITECT: Olsson Associated  
2111 South 67th St, Suite 200  
Omaha, NE 68106  
PROJECT NOS: 016-0546

Distribution to:  
OWNER  
ARCHITECT  
CONTRACTOR

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM
2. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 ± 2)
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

### 5. RETAINAGE:

- a. 5 % of Completed Work  
(Column D + E on G703)
- b. 0 % of Stored Material  
(Column F on G703)

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

### 6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE

### 9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

\$ 1,092,235.10  
\$ 48,384.21  
\$ 1,140,619.31  
\$ 1,011,856.41

\$ 550,592.82  
\$ Included in above

\$ 50,592.82  
\$ 961,763.59

\$ 919,709.97  
\$ 41,553.62  
\$ 179,355.72

AMOUNT CERTIFIED ..... \$ 41,553.62

O.K. to PAY

5/25/2018

CD-17-007-08-003

10

CONTRACT DATE:

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

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5/25/18

CD-17-007-08-003

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CONTRACT DATE:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents

## CONTINUATION SHEET

### AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing  
 Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column 1 on Contracts where variable retainage for line items may apply.

PAGE OF PAGES

APPLICATION NO: 9  
 APPLICATION DATE: 5/23/2018  
 PERIOD TO: 12/31/2017  
 ARCHITECT'S PROJECT NO: CD-17-007

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D.O.R.E.)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G %	H %	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE) 5%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
101	Phase 1 Building Demo	\$378,000.00	\$357,000.00	\$0.00	\$0.00	\$357,000.00	94.44%	\$21,000.00	\$17,850.00	
102	Phase 2 Building Demo	\$27,035.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$27,035.00	\$0.00	\$4,345.00
103	Phase 1 Utility Demo	\$86,900.00	\$86,900.00	\$0.00	\$0.00	\$86,900.00	100.00%	\$0.00	\$0.00	
104	Phase 2 Utility Demo	\$9,980.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,980.00	\$0.00	\$0.00
105	Phase 1 Clearing & Grubbing	\$16,000.00	\$16,000.00	\$0.00	\$0.00	\$16,000.00	100.00%	\$0.00	\$0.00	\$800.00
106	Phase 2 Clearing & Grubbing	\$2,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,600.00	\$0.00	\$0.00
107	Phase 1 Pavement Removal	\$193,835.25	\$176,390.00	\$1,493.65	\$0.00	\$177,883.65	91.77%	\$15,951.60	\$8,894.18	
108	Phase 2 Pavement Removal	\$25,128.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,128.00	\$0.00	\$0.00
109	Excavation On-site	\$176,895.30	\$169,000.00	\$0.00	\$0.00	\$169,000.00	95.54%	\$7,895.30	\$8,450.00	
110	Earthwork - Borrow	\$32,676.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	
111	Install Silt Fence	\$9,300.00	\$11,718.00	\$0.00	\$0.00	\$11,718.00	126.00%	(\$2,418.00)	\$385.90	
112	Construction Entrance	\$3,500.00	\$0.00	\$1,750.00	\$0.00	\$1,750.00	0.00%	\$1,750.00	\$87.50	
113	Install Curb Inlet Protection	\$4,800.00	\$0.00	\$4,800.00	\$0.00	\$4,800.00	100.00%	\$0.00	\$240.00	
114	Install Area Inlet Protection	\$21.00	\$21.00	\$0.00	\$0.00	\$21.00	100.00%	\$0.00	\$1.05	
115	Install Erosion Control Blanket	\$7,600.00	\$0.00	\$15,472.00	\$0.00	\$15,472.00	0.00%	(\$7,872.00)	\$73.60	
116	Install Seeding - Type B	\$23,100.00	\$0.00	\$6,825.00	\$0.00	\$6,825.00	0.00%	\$22,275.00	\$341.25	
117	Install Cover Crop Seeding	\$9,100.00	\$0.00	\$18,200.00	\$0.00	\$18,200.00	0.00%	\$0.00	\$910.00	
118	Install Mulching	\$18,200.00	\$0.00	\$16,600.00	\$0.00	\$16,600.00	100.00%	\$0.00	\$830.00	
119	Install Anti-Vortex Device	\$16,600.00	\$0.00	\$38,471.25	\$0.00	\$38,471.25	100.00%	\$0.00	\$1,923.56	
A1	Phase I Concrete Crushing	\$38,471.25	\$0.00	\$91,215.51	\$0.00	\$91,215.51	100.00%	\$0.00	\$4,560.78	
B1	Delay Cost Claim Items	\$91,215.51								
<b>GRAND TOTALS</b>		<b>\$1,170,877.31</b>	<b>\$968,115.76</b>	<b>\$43,740.65</b>	<b>\$0.00</b>	<b>\$1,011,856.41</b>	<b>86%</b>	<b>\$126,344.90</b>	<b>\$50,592.82</b>	



## Progress Estimate - Lump Sum Work

## Contractor's Application

## Progress Estimate - Unit Price Work

## Contractor's Application

For (Contract): Rob Walls		Application Number: 3									
Application Period: 4/20/18 - 5/19/18		Application Date: 5/22/2018									
A		B		C		D		E		F	
Item	Description	Item Quantity	Units	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)
002 Remove pavement		4,373.00	SY	\$10.30	\$45,164.90				\$45,164.90		
003 Remove sidewalk		582.00	SF	\$6.90	\$4,155.80				\$4,155.80		
004 Remove median surfacing		1,136.00	SF	\$10.30	\$11,700.80				\$11,700.80		
005 Remove < 12" sewer pipe		526.00	LF	\$14.70	\$7,732.20	237	\$3,483.90		\$3,483.90	45.1%	\$4,248.30
006 Remove 15-18" sewer pipe		311.00	LF	\$14.70	\$4,571.70						\$4,571.70
007 Remove 48" sewer pipe		418.00	LF	\$16.70	\$6,980.60						\$6,980.60
008 Remove 54" sewer pipe		51.00	LF	\$24.50	\$1,298.50						\$1,298.50
009 Remove manhole		3.00	EA	\$685.00	\$2,055.00						\$2,055.00
010 Remove flared end 36-48"		1.00	EA	\$294.00	\$294.00	1	\$294.00		\$294.00	100.0%	
011 Remove flared end 48-60"		1.00	EA	\$294.00	\$294.00						\$294.00
012 Remove light pole		2.00	EA	\$975.00	\$1,950.00						\$1,950.00
013 Remove area inlet		1.00	EA	\$1235.00	\$1235.00						\$1235.00
014 Remove curb inlet		3.00	EA	\$490.00	\$1,470.00						\$1,470.00
015 Remove sign		2.00	EA	\$98.00	\$196.00						\$196.00
016 Remove fence		1,872.00	LF	\$3.90	\$7,300.80						\$7,300.80
017 Remove retaining wall		2,883.00	SF	\$3.90	\$11,243.70						\$11,243.70
018 Saw cut full depth		317.00	LF	\$4.50	\$1,426.50						\$1,426.50
019 Excavation on site		19,263.00	CY	\$6.75	\$130,025.25						\$130,025.25
020 Unsuitable material		500.00	CY	\$10.00	\$5,000.00						\$5,000.00
021 Security fence		1,300.00	LF	\$13.00	\$16,900.00						\$16,900.00
022 Temp contractor access road		2,914.00	SY	\$9.00	\$26,226.00						\$26,226.00
023 Temp 8" surfacing		912.00	SY	\$50.00	\$45,600.00						\$45,600.00
024 Reconstruct manhole to grade		15.90	VF	\$590.00	\$3,811.00						\$3,811.00
025 Adjust Manhole to grade		0	EA	\$490.00	0						
026 Adjust inlet to grade		0	EA	\$735.00	0						
027 6" concrete pavement L65		4,782.00	SY	\$64.00	\$306,048.00						\$306,048.00
028 8" concrete pavement L65		9,279.00	SY	\$57.00	\$518,903.00						\$528,903.00
029 8" combo curb & gutter		286.00	LF	\$14.75	\$4,218.50						\$4,218.50
030 Imprinted concrete surfacing		3,249.00	SF	\$17.75	\$57,669.75						\$57,669.75
031 4" PCC sidewalk		4,225.00	SF	\$4.00	\$16,900.00						\$16,900.00
032 6" concrete median surfacing		317.00	SF	\$5.00	\$1,585.00						\$1,585.00
033 Concrete curb ramp		255.00	SF	\$10.75	\$2,741.25						\$2,741.25
034 Armor-like warning panels		53.00	SF	\$11.50	\$1,669.50						\$1,669.50
035 Gravity block retaining wall		996.00	SF	\$70.00	\$69,720.00						\$69,720.00
036 Alternate #1 Gravity block retaining wall		3,536.00	SF	\$75.00	\$264,750.00						\$264,750.00

## Progress Estimate - Unit Price Work

## Contractor's Application

A										Contract Information			B			C			D			E			F		
Item		Description		Item		Quantity		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)					
Bid Item No.																											
037	Small block retaining wall			382.00	SF	\$24.00		\$9,168.00														\$9,168.00					
038	Pipe railing			539.00	LF	\$50.00		\$26,950.00														\$26,950.00					
038A	Construct 48" Black Vinyl Chain Link Fence			418.00	LF	\$20.00		\$4,360.00														\$8,360.00					
039	Construct Curb Wall			503.00	SF	\$40.00		\$20,120.00														\$20,120.00					
040	Agg bedding 10" storm sewer pipe			49.00	LF	\$6.00		\$294.00		13		\$78.00										\$216.00					
041	Agg bedding 12" storm sewer pipe			38.00	LF	\$6.25		\$237.50														\$237.50					
042	Agg bedding 15" storm sewer pipe			382.00	LF	\$7.00		\$2,674.00		26		\$182.00										\$2,492.00					
043	Agg bedding 18" storm sewer pipe			473.00	LF	\$8.00		\$3,784.00		8		\$64.00										\$3,720.00					
044	Agg bedding 24" storm sewer pipe			848.00	LF	\$9.50		\$8,056.00		58		\$551.00										\$7,505.00					
045	Agg bedding 30" storm sewer pipe			1,535.00	LF	\$14.75		\$22,641.25														\$22,641.25					
046	Agg bedding 36" storm sewer pipe			956.00	LF	\$17.50		\$16,730.00														\$16,730.00					
047	Agg bedding 42" storm sewer pipe			913.00	LF	\$20.00		\$18,260.00		817		\$16,340.00										\$1,920.00					
048	Agg bedding 48" storm sewer pipe			484.00	LF	\$25.20		\$12,196.80														\$12,196.80					
049	8" HDPE storm sewer pipe			24.00	LF	\$49.00		\$1,176.00														\$1,176.00					
050	10" HDPE storm sewer pipe			46.00	LF	\$42.00		\$1,922.00		13		\$546.00										\$1,386.00					
051	12" HDPE storm sewer pipe			38.00	LF	\$49.00		\$1,862.00														\$1,862.00					
052	15" HDPE storm sewer pipe			60.00	LF	\$54.50		\$3,270.00														\$3,270.00					
053	18" HDPE storm sewer pipe			25.00	LF	\$64.00		\$1,600.00														\$1,600.00					
054	24" HDPE storm sewer pipe			38.00	LF	\$67.00		\$2,546.00		8		\$536.00										\$2,010.00					
055	15" RCP class III			322.00	LF	\$50.00		\$16,100.00		26		\$1,300.00										\$14,800.00					
056	18" RCP class III			448.00	LF	\$60.00		\$26,880.00		8		\$480.00										\$26,400.00					
057	24" RCP class III			810.00	LF	\$62.00		\$50,240.00		58		\$3,596.00										\$46,624.00					
058	30" RCP class III			1,535.00	LF	\$74.00		\$113,590.00														\$113,590.00					
059	36" RCP D10.01=1350			956.00	LF	\$105.00		\$103,380.00														\$100,380.00					
060	36" RCP D10.01=1350 or HDPE			157.00	LF	\$105.00		\$16,485.00														\$16,485.00					
061	42" RCP D10.01=1350			913.00	LF	\$130.00		\$11,860.00		817		\$106,210.00										\$106,210.00					
062	54" RCP D10.01=1350 or HDPE			484.00	LF	\$165.00		\$79,860.00														\$79,860.00					
063	36" concrete collar			1.00	EA	\$2,950.00		\$2,950.00														\$2,050.00					
064	54" 1D storm manhole			24.30	VF	\$750.00		\$18,750.00														\$18,225.00					
065	60" 1D storm manhole			41.50	VF	\$770.00		\$34,265.00														\$34,265.00					
066	72" 1D storm manhole			32.20	VF	\$800.00		\$25,760.00		14.3		\$11,440.00										\$14,320.00					
067	84" 1D storm manhole			87.00	VF	\$1,105.00		\$96,135.00		50.1		\$55,360.50										\$40,774.50					
068	96" 1D storm manhole			145.00	VF	\$1,185.00		\$172,891.50		38.9		\$46,996.50										\$126,795.00					
069	Type C manhole NDOR 435-R1			1.00	EA	\$20,450.00		\$20,450.00														\$20,450.00					
070	Prep structure			1.00	LS	\$10,000.00		\$10,000.00														\$10,000.00					

Application Number: 3

Application Date: 5/22/2018

For (Contract): Rob Wells

Application Period: 4/20/18 - 5/19/18

## Progress Estimate - Unit Price Work

## Contractor's Application

A							B							C							D							E							F						
Item				Description			Contract Information			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)																
Bid Item No.	Item	Quantity	Unit	Unit Price	Item	Quantity	Units	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)	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)									
071	30" RC flared end		EA	\$2,400.00																																					
072	36" RC flared end		EA	\$2,700.00																																					
073	42" RC flared end		EA	\$3,000.00																																					
074	Reinforced curb inlet type III	1.00	EA	\$3,000.00						1	\$3,000.00																														
075	Curb inlet type I	2.00	EA	\$5,650.00						2	\$11,300.00																														
076	Curb inlet type III	3.00	EA	\$2,900.00						3	\$8,700.00																														
077	Curb inlet type IV	2.00	EA	\$3,750.00						2	\$7,500.00																														
078	Grated inlet type saddle creek	4.00	EA	\$2,825.00						4	\$11,300.00																														
079	Install Filterra Inlet	11.00	EA	\$6,500.00						11	\$11,500.00																														
		0	EA	\$20,100.00						0	0																														
080	Agg bedding 6" xani sewer pipe	619.00	LF	\$7.00						619	\$4,333.00																														
081	Agg bedding 8" xani sewer pipe	1,531.00	LF	\$7.00						1,531	\$10,311.00																														
082	Agg bedding 10" xani sewer pipe	533.00	LF	\$8.50						533	\$4,510.50																														
083	6" PVC xani sewer pipe	619.00	LF	\$33.00						619	\$20,427.00																														
084	8" PVC xani sewer pipe	1,531.00	LF	\$33.00						1,531	\$50,523.00																														
085	10" PVC xani sewer pipe	205.00	LF	\$55.00						205	\$1,175.00																														
086	10" DIP xani sewer pipe	328.00	LF	\$1,50.00						328	\$49,200.00																														
087	Construct 6" x 8" Wye	1.00	EA	\$3,50.00						1	\$3,50.00																														
087A	Construct 6" x 10" Wye	1.00	EA																																						
088	16" cleanout	1.00	EA	\$625.00						1	\$625.00																														
089	Install external frame seal	50.00	EA	\$350.00						50	\$17,500.00																														
090	Connect xani sewer manhole tap	1.00	EA	\$12,000.00						1	\$12,000.00																														
091	Connect xani manhole tap extra deep		EA	\$40,000.00																																					
091A	Construct 30" Storm Sewer Tap	1.00	EA																																						
092	54" ID xani manhole	194.40	VF	\$510.00						194	\$9,144.00																														
093	Riprap type B	165.00	IT	\$62.00						165	\$10,330.00																														
094	1" SCH 40 PVC in trench	12,380.00	LF	\$3.00						12,380	\$37,140.00																														
095	#8 copper wire w/ thwn insul	18,590.00	LF	\$0.65						18,590	\$12,083.50																														
096	LED luminaire w/ pole & base	66.00	EA	\$5,310.00						66	\$350,460.00																														
097	Electrical handhole/pullbox	14.00	EA	\$480.00						14	\$6,720.00																														
098	Lighting service cabinet	1.00	EA	\$18,782.00						1	\$18,782.00																														
099	Permanent paint 4" white	4,677.00	LF	\$2.25						4,677	\$10,525.25																														
100	Permanent paint 5" yellow	325.00	LF	\$3.50						325	\$1,137.50																														
101	Perm tape type 4" white grooved	972.00	LF	\$5.50						972	\$5,346.00																														
102	Perm tape type 3" 12" white grooved	80.00	LF	\$22.00						80	\$1,760.00																														
103	Perm tape type 1" 24" white grooved	310.00	LF	\$22.00						310	\$6,820.00																														

Application Number: 3

Application Date: 5/22/2018

For Contract: Rob Wells  
Application Period: 4/2018 - 5/19/18

## Progress Estimate - Unit Price Work

## Contractor's Application

For (Contract): Rob Wells		Application Number: 3									
Application Period: 4/20/18 - 5/19/18		Application Date: 5/22/2018									
A		B		C		D		E		F	
Bid Item No	Description	Item Quantity	Units	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)
104	Perm tape white left arrow graveted	4.00	EA	\$475.00	\$1,900.00						\$1,900.00
105	Perm tape white right arrow graveted	3.00	EA	\$550.00	\$1,650.00						\$1,650.00
106	ADA stall symbol	7.00	EA	\$175.00	\$1,225.00						\$1,225.00
107	Remove lines 5" white	62.00	LF	\$17.00	\$1,054.00						\$1,054.00
108	Remove lines 12" white	40.00	LF	\$29.00	\$1,160.00						\$1,160.00
109	Remove lines 24" white	120.00	LF	\$33.00	\$3,960.00						\$3,960.00
110	Remove arrow	2.00	FA	\$425.00	\$850.00						\$850.00
113	Install seedling cover crop	1.45	AC	\$835.00	\$1,207.50						\$1,210.75
114	Install seeding native mix	0.52	AC	\$3,000.00	\$1,586.00						\$1,586.00
115	Install turf erosion control type 2	6.06	AC	\$8,500.00	\$51,510.00						\$51,510.00
116	Install inlet protection	20.00	EA	\$215.00	\$4,300.00						\$4,300.00
117	Install erosion check wattle	3,023.00	LF	\$3.00	\$9,669.00						\$9,669.00
118	Install sodding	185.00	SY	\$55.00	\$10,175.00						\$10,175.00
119	Install silt fence	460.00	LF	\$3.00	\$1,380.00						\$1,380.00
120	Install flexmat	174.00	SY	\$97.00	\$16,878.00						\$16,878.00
121	Install turf mat type A	491.00	SY	\$6.25	\$3,168.75						\$3,068.75
122	Install SATE baffle	3.00	EA	\$6,900.00	\$20,700.00	2	\$13,800.00		\$13,800.00	66.7%	\$6,900.00
123	Install snow	1.00	EA	\$7,100.00	\$7,100.00	1	\$7,100.00		\$7,100.00	100.0%	
124	Install 18" ID preserver	1.00	EA	\$4,200.00	\$4,200.00						\$4,200.00
125	Install 24" ID preserver	1.00	EA	\$5,300.00	\$5,300.00						\$5,300.00
126	Install 36" ID preserver	1.00	EA	\$6,900.00	\$6,900.00						\$6,900.00
127	Install 36" ID skimmer	1.00	EA	\$5,300.00	\$5,300.00						\$5,300.00
129	Construction entrance	1.00	EA	\$1,500.00	\$1,500.00						\$1,500.00
130	Ladder rental operated	20.00	HR	\$120.00	\$2,400.00						\$2,400.00
131	Backhoe rental operated	20.00	HR	\$105.00	\$2,100.00						\$2,100.00
132	Dump truck rental operated	20.00	HR	\$95.00	\$1,900.00						\$1,900.00
133	Skid loader rental operated	20.00	HR	\$100.00	\$2,000.00						\$2,000.00
134	Excavator rental operated	20.00	HR	\$175.00	\$3,500.00						\$3,500.00
135	Vacuum truck rental operated	20.00	HR	\$94.00	\$1,880.00						\$1,880.00
B1	Right-of-Way Grading	2,100.00	CY	\$6.60	\$13,860.00						\$13,860.00
XX1	3" Rock	100.00	%								
XX2	Remove Drop Connection	100.00	%								
XX3	Excavation Through Pile	100.00	%								
XXX	Extra Work	100.00	%								

## Contractor's Application

## Progress Estimate - Unit Price Work

A-11

## PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

INVOICE

Papio-Missouri River NRD  
 8901 S. 154th Street  
 Omaha, NE 68138  
 (402) 444-6222

INVOICE NUMBER 20180524-01  
 INVOICE DATE May 24, 2018

TO: City of La Vista  
 Attn: John Kottman  
 9900 Portal Road  
 La Vista, NE 68128

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	West Papio Trail, Giles Road to Millard per La Vista/Omaha/NRD design agreement Executed July 21, 2017		
1	Design and Construction Engineering Big Muddy Workshop	LS	396,330.51
	Design cost to date		396,330.51
	La Vista reimbursement	20%	79,266.10
		SUBTOTAL	\$79,266.10
		TAX	0.00
		FREIGHT	

DIRECT ALL INQUIRIES TO:

Carey Fry  
 402 444-6222  
 email: cfry@papionrd.org

MAKE ALL CHECKS PAYABLE TO:

Papio-Missouri River NRD  
 8901 S. 154th Street  
 Omaha, NE 68138

\$79,266.10

PAY THIS AMOUNT

THANK YOU!

O.K. to pay per  
 interlocal agreement  
 approved on 7/18/2017  
 refmk 5-25-2018  
 05.71.0900.003

Consent Agenda 6/5/18

(P)

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 5, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PAYMENT SWAIN CONSTRUCTION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared authorizing payment to Swain Construction Inc., Omaha, Nebraska for emergency repairs at 84th & Harrison Street in an amount not to exceed \$11,000.00.

**FISCAL IMPACT**

The invoice will be split 50/50 with the City of Ralston. Funding for the La Vista portion will be taken from the Street Operation budget.

**RECOMMENDATION**

Approval

**BACKGROUND**

On Sunday, May 27, 2018 a section of road, approximately 23' x 32' buckled due to the excessive heat. The damage occurred in the middle of the intersection at 84<sup>th</sup> & Harrison Street. Crews from La Vista and Ralston responded to divert traffic around the damaged area. Swain Construction was hired to complete the emergency repairs. Swain started the repairs at 10 am on Tuesday, May 29th. The intersection opened to full travel at 10 am on Wednesday, May 30th.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING PAYMENT TO SWAIN CONSTRUCTION INC., OMAHA, NEBRASKA, FOR EMERGENCY REPAIRS AT 84TH AND HARRISON STREET IN AN AMOUNT NOT TO EXCEED \$11,000.

WHEREAS, the City Council of the City of La Vista has determined that the emergency repairs were necessary; and

WHEREAS, the FY17/18 Biennial Budget will provide funding for the City's portion; and

WHEREAS, the City of Ralston will provide 50% of the funding for these repairs; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize payment to Swain Construction Inc., Omaha, Nebraska, for emergency repairs at 84th and Harrison Street in an amount not to exceed \$11,000.

PASSED AND APPROVED THIS 5TH DAY OF JUNE, 2018.

**CITY OF LA VISTA**

ATTEST:

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Douglas Kindig, Mayor

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Rachel D. Carl, CMC  
Deputy City Clerk



6002 NORTH 89TH CIRCLE  
OMAHA, NE 68134  
(402) 571-1110  
FAX (402) 571-3667

## Invoice

**Sold To:**

CITY OF LAVISTA  
8116 Park View Blvd  
LAVISTA, NE 68128

**Invoice Number:** 24221  
**Invoice Date:** May 30, 2018

Customer ID	Customer PO	Payment Terms		
CITYOFLAVISTA C1818	84th & Harrison Em	Net 30 Days		
		Due Date		
		6/29/18		
Quantity	Item	Description	Unit Price	Extension
80.00SY	Emergency Repair @ 84th & Harrison		137.50	11,000.00

**TOTAL** 11,000.00

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JUNE 5, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
EXTENSION TO RECORD A FINAL PLAT – BROOK VALLEY BUSINESS PARK REPLAT 5 (SW OF 108 <sup>TH</sup> & CHANDLER RD.)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRIS SOLBERG CITY PLANNER

**SYNOPSIS**

A request has been received for Council to consider granting an extension to the requirement for filing a final plat within 90 days for the Brook Valley Business Park Replat 5 subdivision, generally located southwest of 108<sup>th</sup> Street and Chandler Road.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On October 17, 2017, City Council approved of the final plat for Brook Valley Business Park Replat 5. The property owner, REDZ, LLC, is waiting for the other property owner involved in the plat to pay property taxes in order to be able to record the plat. The applicant is requesting an extension of the filing deadline, creating a new deadline of August 15, 2018.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, GRANTING APPROVAL OF AN EXTENSION TO RECORD THE FINAL PLAT FOR BROOK VALLEY BUSINESS PARK REPLAT 5, BEING A REPLATTING OF LOT 51 AND LOT 28A1, BROOK VALLEY BUSINESS PARK, AND LOT 2, BROOK VALLEY BUSINESS PARK REPLAT FOUR, LOCATED IN SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have submitted a letter requesting an extension to the filing deadline for the Brook Valley Business Park Replat 5 final plat; and

WHEREAS, the City Planner has reviewed the request and recommends approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the extension to record the final plat by August 15, 2018 for Brook Valley Business Park Replat Five, being a replatting of Lot 51 and Lot 28A1, Brook Valley Business Park, and Lot 2, Brook Valley Business Park Replat Four, located in Section 17, T14N, R12E, to be replatted as Lots 1, 2 and 3, Brook Valley Business Park Replat Five, a subdivision located in Section 17, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located southwest of 108th Street and Olive Street, be, and hereby is, approved.

PASSED AND APPROVED THIS 5th DAY OF JUNE 2018.

**CITY OF LA VISTA**

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Douglas Kindig, Mayor

ATTEST:

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Rachel D. Carl, CMC  
Deputy City Clerk

Check #	Check Date	Vendor Name	Amount	Voided
126921	05/16/2018	BRYAN HILL ENTERTAINMENT	425.00	N
126922	05/16/2018	DESIGN WORKSHOP INC	128.70	N
126923	05/16/2018	HDR ENGINEERING INC	12,179.51	N
126924	05/16/2018	MARCO INCORPORATED	120.20	N
126925	05/16/2018	OLSSON ASSOCIATES	47,451.31	N
126926	05/16/2018	OMAHA PUBLIC POWER DISTRICT	39,848.16	N
126927	05/16/2018	PETTY CASH-PAM BUETHE	300.00	N
126928	05/16/2018	THOMPSON DREESSEN & DORNER	5,176.77	N
126929	05/17/2018	NEBRASKA LAW ENFORCEMENT	50.00	N
126930	05/24/2018	TIM KELLER	78.00	N
126931	06/05/2018	3E-ELECTRICAL ENGINEERING	158.16	N
126932	06/05/2018	4 SEASONS AWARDS	32.00	N
126933	06/05/2018	A-RELIEF SERVICES INC	2,070.00	N
126934	06/05/2018	ABM SUPPLY	3,914.00	N
126935	06/05/2018	ACCO UNLIMITED CORP	1,150.15	N
126936	06/05/2018	ACTION SIGNS INCORPORATED	162.26	N
126937	06/05/2018	ASPHALT & CONCRETE MATERIALS	990.42	N
126938	06/05/2018	AWAREITY	132.00	N
126939	06/05/2018	BARONE SECURITY SYSTEMS	984.75	N
126940	06/05/2018	BISHOP BUSINESS EQUIPMENT	611.68	N
126941	06/05/2018	BLACK HILLS ENERGY	2,350.99	N
126942	06/05/2018	BOUNDTREE MEDICAL LLC	111.98	N
126943	06/05/2018	BRITE IDEAS DECORATING	3,138.00	N
126944	06/05/2018	CALENTINE, JEFFREY	764.66	N
126945	06/05/2018	CENTURY LINK	353.13	N
126946	06/05/2018	CENTURY LINK BUSN SVCS	35.64	N
126947	06/05/2018	CITY OF OMAHA	197,385.75	N
126948	06/05/2018	CITY OF PAPILLION	193,936.46	N
126949	06/05/2018	CIVICPLUS	100.00	N
126950	06/05/2018	CMS-CTR FOR MUNICIPAL SOLUTNS	250.00	N
126951	06/05/2018	COMP CHOICE INC	556.00	N
126952	06/05/2018	CONSOLIDATED MANAGEMENT	25.36	N
126953	06/05/2018	CONTROL MASTERS INCORPORATED	789.33	N
126954	06/05/2018	COSGRAVE COMPANY	270.00	N
126955	06/05/2018	COX COMMUNICATIONS	147.03	N
126956	06/05/2018	DAIKIN APPLIED	227.50	N
126957	06/05/2018	DELL MARKETING L.P.	2,589.61	N
126958	06/05/2018	DIAMOND VOGEL PAINTS	702.49	N
126959	06/05/2018	DIGITAL ALLY INCORPORATED	40.00	N
126960	06/05/2018	DILLON BROS HARLEY DAVIDSON	3,719.41	N
126961	06/05/2018	DONALD B EIKMEIER	1,259.40	N
126962	06/05/2018	DULTMEIER SALES & SERVICE	12.44	N
126963	06/05/2018	EDGEWEAR SCREEN PRINTING	2,938.00	N
126964	06/05/2018	ESRI INC	3,350.00	N
126965	06/05/2018	EVENT STAGING SYSTEMS LLC	2,200.00	N
126966	06/05/2018	BRAD J EVERT	500.00	N
126967	06/05/2018	EXPRESS DISTRIBUTION LLC	45.48	N
126968	06/05/2018	FBG SERVICE CORPORATION	5,965.00	N
126969	06/05/2018	FEDEX	19.98	N
126970	06/05/2018	FERGUSON ENTERPRISES INC #226	1,417.50	N
126971	06/05/2018	FIRST NATIONAL BANK FREMONT	182,156.25	N
126972	06/05/2018	FIRST WIRELESS INC	615.60	N
126973	06/05/2018	FOCUS PRINTING	569.80	N
126974	06/05/2018	FUN SERVICES - OM	1,539.00	N
126975	06/05/2018	G I CLEANER & TAILORS	336.25	N
126976	06/05/2018	GALE	71.22	N
126977	06/05/2018	GENUINE PARTS COMPANY-OMAHA	1,324.19	N
126978	06/05/2018	GILMORE & BELL PC	2,500.00	N
126979	06/05/2018	GRAYBAR ELECTRIC COMPANY INC	313.22	N
126980	06/05/2018	GREATAMERICA FINANCIAL SERVICES	805.00	N

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
126981	06/05/2018	HAMILTON COLOR LAB INC	175.00	N
126982	06/05/2018	HARTS AUTO SUPPLY	178.00	N
126983	06/05/2018	HERC RENTALS INC	224.36	N
126984	06/05/2018	CHRISTINE HOIT	280.00	N
126985	06/05/2018	HOME DEPOT CREDIT SERVICES	213.04	N
126986	06/05/2018	HONG'S ALTERATION & DRY CLEANIN	526.00	N
126987	06/05/2018	HOTSY EQUIPMENT COMPANY	29.88	N
126988	06/05/2018	HUNTEL COMMUNICATIONS, INC	813.09	N
126989	06/05/2018	HY-VEE INC	33.74	N
126990	06/05/2018	JEBRO INC	33.60	N
126991	06/05/2018	JOHNSTONE SUPPLY CO	195.75	N
126992	06/05/2018	KERFORD LIMESTONE COMPANY	199.64	N
126993	06/05/2018	LARSEN SUPPLY COMPANY	55.88	N
126994	06/05/2018	LAUSTEN JR ROBERT S	4,620.00	N
126995	06/05/2018	LEXIS NEXIS MATTHEW BENDER	65.08	N
126996	06/05/2018	LINCOLN POLICE DEPARTMENT	179.94	N
126997	06/05/2018	LOGAN CONTRACTORS SUPPLY	509.64	N
126998	06/05/2018	LOU'S SPORTING GOODS	776.90	N
126999	06/05/2018	LOVELAND GRASS PAD	9.87	N
127000	06/05/2018	LUEDERS LOCK & KEY INC	349.00	N
127001	06/05/2018	MARCO INCORPORATED	131.32	N
127002	06/05/2018	MATHESON TRI-GAS INC	31.51	N
127003	06/05/2018	MAX I WALKER UNIFORM RENTAL	985.98	N
127004	06/05/2018	MENARDS-RALSTON	929.39	N
127005	06/05/2018	METRO AREA TRANSIT	570.00	N
127006	06/05/2018	METROPOLITAN COMMUNITY COLLEG	15,275.73	N
127007	06/05/2018	METROPOLITAN UTILITIES DIST.	2,545.16	N
127010	06/05/2018	MEYO ENTERPRISES, LLC	1,260.00	N
127011	06/05/2018	MH ENTERPRISE	200.00	N
127012	06/05/2018	MICHAEL JARVIS	59.95	N
127013	06/05/2018	MID CON SYSTEMS INCORPORATED	237.75	N
127014	06/05/2018	MIDWEST FENCE COMPANY	105.80	N
127015	06/05/2018	MIDWEST SERVICE AND SALES CO	1,782.00	N
127016	06/05/2018	MILLER PRESS	370.00	N
127017	06/05/2018	MNU TECHNOLOGIES DIRECT INC	2,875.00	N
127018	06/05/2018	MSC INDUSTRIAL SUPPLY CO	55.00	N
127019	06/05/2018	MULHALL'S	14,475.48	N
127020	06/05/2018	MUZZY ICE SERVICE INC	257.50	N
127021	06/05/2018	NATIONAL EVERYTHING WHOLESALE	542.60	N
127022	06/05/2018	NCMA-NEBR CITY MGRS-MEMBERSHIP	200.00	N
127023	06/05/2018	NE DEPT OF LABOR	120.00	N
127024	06/05/2018	NEBRASKA FURNITURE MART	1,138.20	N
127025	06/05/2018	NEBRASKA LAW ENFORCEMENT	290.00	N
127026	06/05/2018	NETWORKFLEET, INC	663.54	N
127027	06/05/2018	OFFICE DEPOT INC	1,041.71	N
127028	06/05/2018	OFFUTT YOUTH CENTER	1,120.00	N
127029	06/05/2018	OMAHA COMPOUND COMPANY	331.44	N
127030	06/05/2018	OMAHA PUBLIC POWER DISTRICT	4,847.61	N
127031	06/05/2018	OMAHA WINDUSTRIAL CO	566.52	N
127032	06/05/2018	OMAHA WORLD-HERALD	590.23	N
127033	06/05/2018	PAPILLION-LA VISTA SOUTH BAND	50.00	N
127034	06/05/2018	PAPIO-MO RVR NRD WATERSHED	5,000.00	N
127035	06/05/2018	PARK YOUR PAWZ INC	60.00	N
127036	06/05/2018	PLAINS EQUIPMENT GROUP	2,234.54	N
127037	06/05/2018	RAINBOW GLASS & SUPPLY	39.95	N
127038	06/05/2018	RALSTON ADVERTISING	653.40	N
127039	06/05/2018	RDG GEOSCIENCE & ENGINEERING	722.79	N
127040	06/05/2018	REGAL AWARDS OF DISTINCTION	585.90	N
127041	06/05/2018	SAPP BROS PETROLEUM INC	639.50	N
127042	06/05/2018	SARPY COUNTY CHAMBER OF	50.00	N

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
127043	06/05/2018	SARPY COUNTY COURTHOUSE	4,100.03	N
127044	06/05/2018	SARPY COUNTY LANDFILL	3,042.31	N
127045	06/05/2018	SCHEMMER ASSOCIATES INC	160.00	N
127046	06/05/2018	SHEPPARD'S BUSINESS INTERIORS	60.00	N
127047	06/05/2018	SIGN IT	2,013.20	N
127048	06/05/2018	SILAS CREEK	2,000.00	N
127049	06/05/2018	PAMELA KAY SORENSEN	142.76	N
127050	06/05/2018	SOUTHERN UNIFORM & EQUIPMENT	467.46	N
127051	06/05/2018	SPENCER FANE LLP	5,096.50	N
127052	06/05/2018	SUN COUNTRY DISTRIBUTING LTD	794.04	N
127053	06/05/2018	SUNSET LAW ENFORCEMENT LTD	214.90	N
127054	06/05/2018	TED'S MOWER SALES & SERVICE	153.40	N
127055	06/05/2018	TERRY FLECK	135.00	N
127056	06/05/2018	THERMO KING CHRISTENSEN	274.07	N
127057	06/05/2018	TRACTOR SUPPLY CREDIT PLAN	63.96	N
127058	06/05/2018	TRADE WELL PALLET INC	360.00	N
127059	06/05/2018	TRANE U S INCORPORATED	302.74	N
127060	06/05/2018	TRANS UNION RISK AND	55.30	N
127061	06/05/2018	TRUCK CENTER COMPANIES	81.50	N
127062	06/05/2018	U.S. CELLULAR	886.49	N
127063	06/05/2018	UNIVERSITY OF NEBRASKA LINCOLN	250.00	N
127064	06/05/2018	UTILITY EQUIPMENT COMPANY	81.04	N
127065	06/05/2018	VERIZON WIRELESS	223.84	N
127066	06/05/2018	VIERREGGER ELECTRIC COMPANY	1,116.00	N
127067	06/05/2018	WAL-MART COMMUNITY BRC	1,135.63	N
127068	06/05/2018	WALLACE BARNETT JR CISM FOUNDATI	150.00	N
127069	06/05/2018	WOODHOUSE LINCLN-MAZDA-PORSC	44.08	N
127070	06/05/2018	ACCESS BANK	50.00	N
TOTAL:				827,952.90

APPROVED BY COUNCIL MEMBERS ON: 06/05/2018

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JUNE 5, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
RATIFYING THE CALL FOR THE REDEMPTION OF ECONOMIC DEVELOPMENT FUND BONDS SERIES 2007	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

**SYNOPSIS**

A Resolution has been prepared ratifying the City's call for the redemption of the Economic Development Fund Bonds Series 2007 in a principal amount not to exceed \$15,640,000.

**FISCAL IMPACT**

The savings to the City will be the balance of the principle on the bonds of \$15,640,000.

**RECOMMENDATION**

Approval.

**BACKGROUND**

In 2007, the City entered into agreement to issue a promissory note to JQH – La Vista Conference Center Development, LLC for \$18,000,000. JQH agreed to make quarterly interest installments beginning October 1, 2007 until the due date of September 30, 2017. On June 26, 2016, the JQH Trust filed Chapter 11 Bankruptcy delaying final payment to the City. In April of 2018, a Claim Allowance Settlement Agreement was reached between JQH Trust and the City, which was confirmed by the U.S. Bankruptcy Court for the District of Kansas, Kansas City Division. On May 17, 2018, the City received the fully agreed upon payment from JQH Trust for \$16,023,483.09. Direction for Call on the Economic Development Fund Bonds, Series 2007 was filed with EMMA on May 21, 2018 with a call for redemption on June 20, 2018.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RATIFYING THE CALL FOR THE REDEMPTION OF ECONOMIC DEVELOPMENT FUND BONDS, SERIES 2007

BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska:

Section 1. That the following bonds of the City of La Vista, Nebraska (the "City"), which are callable at any time on or after July 24, 2012, have been called for redemption on June 20, 2018 as set forth in the Direction for Call (as defined below):

**Economic Development Fund Bonds, Series 2007**, date of original issue—

July 24, 2007, in the principal amount of Fifteen Million Six Hundred Forty Thousand Dollars (\$15,640,000), numbered as shown on the books of the Paying Agent becoming due and bearing interest as follows:

<u>Principal</u>	<u>Maturing</u>	<u>Interest</u>	<u>CUSIP No.</u>
<u>Amount</u>	<u>October 15</u>	<u>Rate</u>	
	<u>Of Year</u>		
\$ 2,000,000	2020*	6.83%	505321 AG4
13,640,000	2029*	7.73	505321 AH2

Section 2. Said bonds are payable at the office of First National Bank of Omaha, Fremont, Nebraska, as paying agent and registrar (the "Paying Agent").

Section 3. The actions of the Mayor, City Administrator and Director of Administrative Services of the City (each, an "Authorized Officer") to direct the call of the Bonds at any time are hereby authorized, ratified and confirmed, and such determination, when made in writing (the "Direction for Call"), shall and does constitute the action of the City without further action of the Mayor and City Council of the City.

Section 4. A copy of the Direction for Call has been filed at least 30 days prior to the date of call with the Paying Agent and said Paying Agent is hereby irrevocably instructed to process such call of said bonds, all in accordance with the ordinance authorizing said called bonds.

PASSED AND APPROVED THIS 5TH DAY OF JUNE, 2018.

CITY OF LA VISTA

ATTEST:

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

\_\_\_\_\_  
Rachel D. Carl, CMC  
Deputy City Clerk

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JUNE 5, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
DESIGN & CONST. PHASE ENGINEERING AGREEMENT-AMENDMENT No. 4	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared authorizing the execution of Amendment No. 4 to a Professional Services Agreement with Olsson Associates (OA) to provide construction phase engineering services for access improvements to 84<sup>th</sup> Street in an amount not to exceed \$53,751.50, making the total contract amount \$853,126.50.

**FISCAL IMPACT**

The FY17/18 Biennial Budget includes funding for this project.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Olsson Associates was selected for the initial design of public infrastructure improvements in City Centre in response to an RFP process. The initial agreement with Olsson Associates (OA) was approved by the City Council on October 18, 2016. Three previous amendments to the agreement with OA have been approved for additional work and phasing of the infrastructure construction. Amendment No. 4 provides for construction phase engineering services required for 84<sup>th</sup> Street Access Improvements. A detailed scope of services was developed with OA and a not-to-exceed fee was agreed upon for the work in this fourth amendment. The proposed agreement is available in the City Clerk's Office for review.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA APPROVING AMENDMENT NUMBER FOUR TO THE PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES TO PROVIDE CONSTRUCTION PHASE ENGINEERING SERVICES FOR ACCESS IMPROVEMENTS RELATED TO THE 84TH STREET REDEVELOPMENT AREA IN AN AMOUNT NOT TO EXCEED \$53,751.50.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined additional engineering services related the 84th Street Redevelopment Area are necessary; and

WHEREAS, the City Council on behalf of the City of La Vista desires to approve amendment number four to the professional services agreement with Olsson Associates to provide construction phase engineering for additional improvements; and

WHEREAS, The FY17/18 Biennial Budget includes funding for this project; and

WHEREAS, The total contract amount will be \$853,126.50; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve amendment number four to the professional services agreement with Olsson Associates to provide construction phase engineering services for access improvements related to the 84th Street Redevelopment Area in an amount not to exceed \$53,751.50.

PASSED AND APPROVED THIS 5TH DAY OF JUNE, 2018.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Rachel D. Carl, CMC  
Deputy City Clerk



## LETTER AGREEMENT AMENDMENT #4

Date: May 17, 2018

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated October 7, 2016 between City of La Vista, NE ("Client") and Olsson Associates, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

### PROJECT DESCRIPTION AND LOCATION

Project is located at: La Vista, NE

Project Description: 84<sup>TH</sup> Street Access Improvements – Pavement and Sewers and Signals

### SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

### GENERAL

Olsson shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto. The Client has chosen to appoint a 3<sup>rd</sup> party Project Representative to serve the Client role, Olsson shall coordinate with the identified representative.

### CONSTRUCTION SERVICES

#### Construction Services Project Management

- Project Management: This task includes additional time for, but is not limited to contract management, invoicing, coordination with Client, and all other general project management tasks as required for the Construction Engineering Services of this project. Additionally, effort in assisting the Client in coordination and closing of permits associated with the project.

- Progress Meetings & Field Visits: Attend weekly progress meetings as Project Engineer to address issues, provide clarifications, and review progress. Visit the site to address site specific issues that may arise. Anticipate up to 8 progress meetings and up to 5 site visits for the project.

### **Design Revisions**

- This task includes effort for potential design or plan modifications associated with field revisions resulting from unforeseen issues, changes in field conditions, or adjacent development items. This task will only be used upon approval from the City representatives.

### **Construction Administration**

- Olsson shall attend the pre-construction conference. The City's 3<sup>rd</sup> party Project Representative will conduct the 84th Street Access Improvements pre-construction conference.
- Review Contractor's Submittals: Review Contractor submittals, for equipment, materials, and construction. All requests for variations from the contract documents will be reviewed with the Client before issuing a response to the Contractor.
- Pay Requests: Review and process the Contractor's payment requests, and forward to the Client for payment.
- Project Modifications: Coordinate the preparation of any changes through the issuance of field orders, work change directives, or change orders that are agreed upon.
- Document Interpretation and Clarification: Provide interpretation and clarification of contract documents for the Client and General Contractor.
- Site Visits: Conduct visits to the construction site to observe progress of the work and to consult with the Client and Contractor on items relating to the project.
- Progress Meetings: Attend progress meetings, job conferences, and other project-related meetings.
- Substantial Completion: Upon receipt of written notification from the Contractor of substantial completion, schedule a walk through to identify items to be completed or corrected prior to accepting substantial completion.
- Final Completion Walk Through: In the company of the Client and Contractor, conduct a final completion walk through to identify items requiring completion or correction prior to final payment.
- Project Closeout: Coordinate appropriate information relating to final closeout of the project including a final set of record drawings for distribution as well as securing all necessary documentation allowing for processing of final payment. This task will cover documentation upload to the project ProjectWise database.

### **Construction Observation**

- Olsson shall furnish a Responsible Project Representative (RPR) on a full-time and part-time basis, as required in observing performance of the work of Contractor during the construction period. The project duration of 144 days is anticipated.
- Shop Drawings and Samples: Record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by Contractor, and notify the Engineer of availability of samples for examination. Advise the Engineer and Contractor of the

commencement of any Work requiring a Shop Drawing or sample if the Engineer has not approved the submittal.

- Signal Startup, and Signal Shop Drawing Reviews.
- Review of Work, Notification of Defective Work, Observations and Tests: Conduct on-site observations of the work in progress to assist the Engineer in determining if the work is, in general, proceeding in accordance with the Contract Documents.
- Accompany visitors representing public or other agencies having jurisdiction over the Project, record the results of their observations and report to the Engineer.
- Interpretation of Contract Documents: Report to the Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.
- Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to the Engineer.
- Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, photo logs, observations in general, and specific observations in more detail as in the case of observing test procedures.

### **Construction Staking**

- Establish Control: Maintain, verify and establish horizontal and vertical control points as needed.
- Storm Sewer: Stake the storm lines on an offset at a minimum of 50 feet. Stake the rim and invert elevations for manholes and inlets on an offset.
- Paving: Stake the top back of curb or edge of pavement on an offset at 50-foot intervals on tangent lines, points of curvature, points of reverse curve, points of compound curve, points of tangent with a minimum of 3 points on each curve, at 25-foot intervals on horizontal and vertical curves, and curb cuts on an offset line.
- Offsite Removals: Stake the removal at a minimum of 50 feet including the major breaks.

### **Special Inspections / Testing**

**Fill and Backfill Placement** – Olsson will obtain samples of materials proposed for use as structural fill for laboratory testing. Laboratory tests, including standard Proctors and Atterberg limits tests, will be performed to classify and determine physical properties of the proposed fill materials. Olsson will observe the exposed subgrade within the construction limits to document unsuitable soils have been removed and to identify unstable areas that require additional excavation prior to fill placement. Olsson has estimated the following based on periodic testing:

- Estimated 1 trip for sample pick up
- 1 bulk sample of material to be used as structural fill for laboratory Proctor, Atterberg Limits, and P-200 testing

**Pavement Subgrades** – Olsson will observe subgrade preparation and perform compaction tests. Olsson has estimated the following:

- 5 – site visits for access drives

**Concrete Pavements** – Olsson will observe placement of concrete for the exterior concrete pavements. Field tests, including slump, air entrainment and temperature, will be performed on samples of concrete obtained from these structures. Core sampling of the concrete pavement for thickness confirmation will also be performed. Olsson has estimated the following:

- 6 Sets of 4 (6"x12") Compressive Strength Specimens for 9" concrete pavement
- 1 Set of 4 (6"x12") Compressive Strength Specimens for 6" PCC sidewalk
- 1 Set of 4 (6"x12") Compressive Strength Specimens for 6" concrete median

**Testing Management/Reporting:** Olsson's field professionals will prepare typed field reports summarizing each day's field observations, presenting test results, and detailing items not in compliance with the project drawings and/or specifications. Draft copies of the field reports will be provided on a weekly basis to the designated field representative if requested. Field reports and test reports will be reviewed by our testing manager and transmitted to the Client, Engineer, and General Contractor via Olsson's Client Command Center.

## COMPENSATION

Phase	Task Description	Amendment #4	Total	Fee Type
<b>CONSTRUCTION SERVICES - 84th STREET ACCESS IMPROVEMENTS - PAVEMENT AND SEWER</b>				
930	Project Management	\$ 9,500.00	\$ 9,500.00	TMTNE
	Design Revisions	\$ 5,000.00	\$ 5,000.00	TMTNE
	On-Site Construction Administration	\$ 9,443.00	\$ 9,443.00	TMTNE
	On-Site Construction Observation	\$ 32,250.00	\$ 32,250.00	TMTNE
	Construction Staking	\$ 7,500.00	\$ 7,500.00	TMTNE
	Special Inspections / Testing	\$ 4,558.50	\$ 4,558.50	TMTNE
	<b>Sub-Total <sup>(1)</sup></b>	<b>\$ 53,751.50</b>	<b>\$ 53,751.50</b>	
				<b>Plus Reimbursable Expenses <sup>(1)</sup></b>
	<b>TOTAL CONTRACT <sup>(1)</sup></b>	<b>\$ 53,751.50</b>	<b>\$ 853,126.50</b>	

<b>Original Contract</b>	<b>\$ 438,000.00</b>
<b>Amendment #1</b>	<b>\$ 183,000.00</b>
<b>Amendment #2</b>	<b>\$ 52,300.00</b>
<b>Amendment #3</b>	<b>\$ 126,075.00</b>
<b>Amendment #4</b>	<b>\$ 53,751.50</b>
<b>TOTAL CONTRACT</b>	<b>\$ 853,126.50</b>

## **Exclusions**

The following services are **not** included in this proposal but can be provided by Olsson as an additional service if requested:

- Items not specifically included in the Scope of Services above.

Revisions due to errors or omissions by Olsson and correcting the plans accordingly will be at no cost to the City.

## **Anticipated Schedule**

84 <sup>th</sup> Street Access Improvements NTP -	06/04/2018
84 <sup>th</sup> Street Final Completion -	10/30/2018

## **COMPENSATION**

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with the Labor Billing Rate Schedule(s) and the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services for Amendment #4 will be provided on a time and expense basis not to exceed \$ 53,751.50.

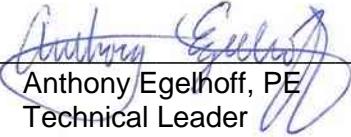
## **TERMS AND CONDITIONS OF SERVICE**

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

**OLSSON ASSOCIATES, INC.**

By   
Brian Chaffin  
Vice President

By   
Anthony Egelhoff, PE  
Technical Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

**CITY OF LA VISTA, NE**

By \_\_\_\_\_  
Signature

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Dated

**CITY OF LA VISTA**  
**MAYOR & CITY COUNCIL REPORT**  
**JUNE 5, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AGREEMENT FOR CONSTRUCTION PHASE ENGINEERING - OFFSTREET PARKING DIST. NO. 2 STRUCTURE NO. 1	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared authorizing the execution of a Professional Services Agreement with Olsson Associates, Inc. (OA) to provide construction phase engineering services for Parking Structure No. 1 in Offstreet Parking District No. 2 located in the 84<sup>th</sup> Street public improvement redevelopment project area in an amount not to exceed \$45,411.00.

**FISCAL IMPACT**

The FY17/18 Biennial Budget includes funding for this project.

**RECOMMENDATION**

Approval

**BACKGROUND**

Olsson & Associates has been retained to provide engineering services in the 84<sup>th</sup> Street public improvement project area as a result of a consultant selection process. The proposed Parking Structure No. 1 is located in this redevelopment area and requires close coordination with the public infrastructure being constructed around the structure. As a result, it is necessary to engage Olsson & Associates to provide the construction phase services (testing, observations, and coordination) for the parking structure. A detailed scope of services was developed and a not-to-exceed fee was agreed upon. This document was carefully reviewed by the City Engineer and Project Advisor, HDR, Inc. The complete agreement is available for review in the City Clerk's office.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES, INC. FOR CONSTRUCTION PHASE ENGINEERING SERVICES FOR PARKING STRUCTURE NO. 1 IN OFFSTREET PARKING DISTRICT NO. 2 IN AN AMOUNT NOT TO EXCEED \$45,411.00.

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

WHEREAS, the FY 17/18 Biennial Budget includes funding for this project; and

WHEREAS, the agreement has a not-to-exceed cost of \$45,411.00 for the scope of services;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of a professional services agreement with Olsson Associates, Inc. for construction phase engineering services for Parking Structure No. 1 in Offstreet Parking District No. 2 in an amount not to exceed \$45,411.00.

PASSED AND APPROVED THIS 5TH DAY OF JUNE, 2018.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Rachel D. Carl, CMC  
Deputy City Clerk



## **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**

April 30, 2018

City of La Vista  
Attn: John Kottman  
8116 Park View Blvd  
La Vista, NE 68128

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**  
La Vista City Centre - Lot 17 Public Parking Garage (the "Project")  
La Vista, NE

Dear Mr. Kottman,

It is our understanding that City of La Vista ("Client") requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

## **SCHEDULE FOR OLSSON'S SERVICES**

Unless otherwise agreed, Olsson would expect to begin performing its services under the Agreement promptly upon your signing.

## **COMPENSATION**

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with the Labor Billing Rate Schedule(s) attached to this Agreement. Olsson shall submit invoices monthly and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$45,411.00.

## **TERMS AND CONDITIONS OF SERVICE**

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Mr. John Kottman.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

## **OLSSON ASSOCIATES, INC.**

By \_\_\_\_\_ By \_\_\_\_\_  
Justin Tegels Kellen Petersen

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

## **CITY OF LA VISTA**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_ Dated \_\_\_\_\_

Attachments  
Scope of Services  
General Provisions

## SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated April 30, 2018 between City of La Vista ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

### PROJECT DESCRIPTION AND LOCATION

Project Description: La Vista City Centre - Lot 17 Public Parking Garage  
Project Location: La Vista, NE

### PROJECT UNDERSTANDING

Olsson Associates understands the project includes fine grading and the construction of an approximate 37,000 square foot post-tensioned parking garage structure with site development of sidewalks, and new driveway. The building will consist of structural concrete supported by cast-in-place spread footings that bear on rammed aggregate piers.

### SCHEDULE OF FEES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Scope of Work	Estimated Budget	Fee Type	Authorization
Special Inspections and Materials Testing	\$45,411.00	Time & Expense-NTE	Accept: _____

#### Field Services\*

Technician	per hour	60.00
Technician Overtime	per hour	90.00
Steel Technician	per hour	85.00
Steel Technician – NDT Level II	per hour	90.00
SWPPP Inspector	per month	800.00

#### Administrative and Engineering Services

Administrative	per hour	54.00
Project Manager	per hour	115.00
Geotechnical Engineer	per hour	120.00

#### Travel and Reimbursable Expenses

Mileage (Estimated at \$5 per trip)	per mile	0.75
Other	Cost + 10%	

#### Laboratory Testing and Equipment

Standard Proctor - soils	per test	150.00
Standard Proctor - aggregate	per test	225.00
Modified Proctor - soils	per test	225.00
Atterberg Limits	per test	75.00
P-200 Sieve Analysis	per test	40.00
Sieve Analysis	per test	100.00
Compressive Strength – Concrete	per test	15.00

Compressive Strength – Masonry Block	per test	90.00
Compressive Strength – Masonry Grout	per test	20.00
Compressive Strength – Masonry Mortar	per test	20.00
Concrete Coring	each	70.00
Concrete Core Thickness Test	each	18.00
Non-Destructive Testing (NDT) Equipment	per day	85.00
NDT Consumables	per day	20.00
Fireproofing - Cohesion Test	per test	50.00
Fireproofing - Density Test	per test	50.00
Maturity Probes - Concrete	each	60.00
Floor Flatness Machine	per day	200.00
Self-reading Settlement Monument	each	1,000.00

#### **Field Testing and Equipment**

Two-man Technician Crew	per day	1,200.00
Curtainwall Testing Equipment	per day	1,000.00
Air Infiltration Testing Equipment	per day	1,000.00
Building Materials	per day	200.00

\*Field services provided on Saturday, Sunday, Holidays, and in excess of 8-hours/day will be charged at 1.5 times the unit fee. A 4-hour minimum will apply to structural steel field services.

Olsson is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. Olsson's responsibility as special inspector is to report our field observations and test results to the Contractor and Client as provided herein. Olsson understands the scope of work for the special inspections and construction materials testing consists of the following:

**Project Management / Reporting** – Olsson's field professionals will prepare typed field reports summarizing each day's field observations, presenting test results, and detailing items not in compliance with the project drawings and/or specifications. Draft copies of the field reports will be provided daily to the designated field representative if requested. Field reports and test reports for each task listed below will be reviewed by our project manager and transmitted to the Client, Architect, Structural Engineer, General Contractor and Building Official via Olsson's Client Command Center if requested. Upon request and following completion of the project, Olsson will prepare a final summary report stating its opinion with regard to whether the portions of the work that were observed, inspected and/or tested were in compliance with the project specifications.

The Olsson Project Management team takes a hands-on approach to managing projects assigned. The manager assigned to a project will be available for pre-construction meetings and will make site visits for introductions at the beginning of a project as well as in situations dealing without outlined scope. The general contractor is informed of Olsson's scope and inspection expectations as part of the initial site visit to assist in keeping expectations of performance and scope in the fore-front of the construction team.

#### **SPECIAL INSPECTIONS AND MATERIALS TESTING**

Special Inspections, materials testing, and field services have been requested for intermediate foundations, reinforced concrete, post-tensioned tendons, floor slabs, structural masonry, precast concrete connections, structural steel connections, structural backfill, and exterior concrete. We propose to provide our observation and testing services in the following manner:

**Stone Columns** – Olsson will observe the installation for each pier to be installed on a full-time basis. The pier diameter and depth will be noted on the contractor supplied drilling log. Installation

of the rammed aggregate in the piers will be observed. Periodically, dynamic cone penetrometer tests will be conducted on the rammed aggregate in the piers with the contractor supplied and calibrated equipment.

- Estimated at 1 trip per day during installation operations. A total of 10 site visits are anticipated. (10 hours on-site per day)
- Estimated at 10 hours of Geotechnical Engineer review of procedures and installation logs.

**Fill and Backfill Placement** – Olsson will obtain samples of materials proposed for use as structural fill for laboratory testing. Laboratory tests, including standard Proctors and Atterberg limits tests, will be performed to classify and determine physical properties of the proposed fill materials. Olsson will observe the exposed subgrade within the construction limits to document unsuitable soils have been removed and to identify unstable areas that require additional excavation prior to fill placement. Olsson will observe and perform compaction tests on the structural backfill and utility trench backfill placed during site development activities. Olsson has estimated the following based on periodic testing:

- Estimated at 1 trip per day during placement of structural backfill. A total of 13 site visits anticipated
  - 8 site visits for foundation backfill
  - 3 site visits during ramp backfill
  - 2 site visits during stoop backfill
- Estimated at 1 trip per day during placement of utility trench backfill. A total of 6 site visits anticipated
- 1 bulk sample of material to be used as structural fill for laboratory Proctor, Atterberg Limits, and P-200 testing

**Reinforced Concrete** – Olsson will perform field testing including slump, air entrainment, and temperature will be performed on samples of concrete obtained from these structures. Cylinders will be cast from the concrete used in the construction of the structure for compressive strength testing at the rate of one test per 100 CY or less placed. Olsson has estimated the following:

- 39 – Sets of 6 (4"x8") Compressive Strength Specimens for the reinforced structures
  - Footings and Column Pads – 13 Placement Events (13 Sets)
  - Cast-in-place Walls – 12 Placement Events (12 Sets)
  - Structural Stoops – 3 Placement Events (3 Sets)
  - Slab-on-grade – 6 Placement Events (11 Sets)
- Part time observation of concrete placement (estimates 2.5 hours onsite per pour)

**Post-tensioned Concrete** – Olsson will perform field testing including slump, air entrainment and temperature, will be performed on samples of concrete obtained from these structures. Cylinders will also be cast from the concrete used in the construction of the structure for compressive strength testing. Olsson has estimated the following based on the schedule provided:

- 12 Concrete pours to complete post-tension slab decks
  - Estimated at 6 hours each pour (full-time observation for 2 technicians)
  - Specifications call for slump test on every truck and full-time observation
- 34 – Sets of 6 (4"x8") Lab Cured Specimens to measure for tensioning requirements
- 34 – Sets of 2 Field Cured Compressive Strength Specimens
- 12 specimen pickups for the field cure cylinders

**Structural Masonry Infill** – Olsson will observe construction of the structural masonry walls on a periodic basis prior to grouting operations and continuous observations during grouting operations

per 2012 IBC Level 1 special inspection table 1704.5.1. Samples of masonry materials used in construction will be attained for laboratory testing at a frequency of 1 set of compressive strength specimens per 5,000 square feet of masonry constructed. Olsson has estimated the following:

- 7 – Site visits for Level 1 inspection and observation of reinforcing steel, grout placement, wall construction and sampling masonry materials for laboratory testing
  - 1 set of compressive strength specimens including:
    - 2-unit masonry blocks per set
    - 4 grout prism specimens per set
    - 3 mortar cube specimens per set

**Concrete Pavements** – Olsson will observe placement of concrete for the exterior concrete pavements. Field tests, including slump, air entrainment and temperature, will be performed on samples of concrete obtained from these structures. Cylinders will be cast from the concrete used for compressive strength testing at a rate of 100 CY of concrete placed. Core sampling of the concrete pavement for thickness confirmation will also be performed. Olsson has estimated the following:

- 2 Sets of 4 (4"x8") Compressive Strength Specimens for 8" concrete pavement
- 2 Sets of 4 (4"x8") Compressive Strength Specimens for 5" concrete pavement
- 1 Set of 4 (4"x8") Compressive Strength Specimens for sidewalks
- Concrete Thickness – 1 core per thickness of pavement (2 Cores Total)

**Exclusions** – Olsson can provide these services for additional fees if requested by the Owner:

- Reinforcing steel and Tendon inspection visits prior to concrete placement
- Tendon tensioning observation visits
- Observation of welded and bolted connections for the framing and decking connections
- Clay Masonry Unit Compressive Strength Testing
- Concrete Maturity Curve establishment and utilization for Post-Tension Concrete

## PROPOSED SCOPE OF WORK:

### SPECIAL INSPECTIONS AND MATERIAL TESTING SERVICES

#### Stone Columns

100	hrs Technician @	\$60.00	/hr	\$	6,000.00
10	Project Engineer @	\$120.00	/hr	\$	1,200.00
10	trips (mileage) @	\$5.00	/trip	\$	50.00

#### Fill and Backfill Placement

26	hrs Technician @	\$60.00	/hr	\$	1,560.00
1	Standard Proctor @	\$150.00	/each	\$	150.00
1	Standard Proctor- Aggregate @	\$225.00	/each	\$	225.00
1	Atterberg Limits @	\$75.00	/each	\$	75.00
1	P-200 Sieve Analysis @	\$40.00	/each	\$	40.00
13	trips (mileage) @	\$5.00	/trip	\$	65.00

#### Utility Backfill Placement

12	hrs Technician @	\$60.00	/hr	\$	720.00
6	trips (mileage) @	\$5.00	/trip	\$	30.00

#### Reinforced Concrete

85	hrs Technician @	\$60.00	/hr	\$	5,100.00
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234	Compression Test - Concrete @ 34 trips (mileage) @	\$15.00 /each \$5.00 /trip	\$	3,510.00 170.00
<b>Post-Tension Concrete</b>				
0	hrs Technician- Pre-inspection @	\$60.00 /hr	\$	0.00
144	hrs Technician- Concrete Placement @	\$60.00 /hr	\$	8,640.00
0	hrs Technician- Tendon Tensioning @	\$60.00 /hr	\$	0.00
272	Compression Test - Lab Cured@	\$15.00 /each	\$	4,080.00
68	Compression Test - Field Cured@	\$15.00 /each	\$	1,020.00
36	trips (mileage) @	\$5.00 /trip	\$	180.00
12	trips- field cure pick up @	\$5.00 /trip	\$	60.00
<b>Structural Masonry</b>				
21	hrs Technician @	\$60.00 /hr	\$	1,260.00
3	Compression Test - Mortar @	\$20.00 /each	\$	60.00
4	Compression Test - Grout @	\$30.00 /each	\$	120.00
2	Compression Test - Block @	\$120.00 /each	\$	240.00
7	Trips (Mileage) @	\$5.00 /trip	\$	35.00
<b>Concrete Pavements/Sidewalks</b>				
10	hrs Technician concrete@	\$60.00 /hr	\$	600.00
4	hrs Technician soils@	\$60.00 /hr	\$	240.00
2	Coring- Concrete @	\$70.00 /each	\$	140.00
2	Concrete Core- Thickness @	\$18.00 /each	\$	36.00
20	Compression Test - Concrete @	\$15.00 /each	\$	300.00
7	trips (mileage) @	\$5.00 /trip	\$	35.00
<b>Reporting/Project Management</b>				
80	hrs Project Manager @	\$115.00 /hr	\$	9,200.00
5	hrs Administrative @	\$54.00 /hr	\$	270.00
<b>Total: \$</b>				<b>45,411.00</b>

The attached Scope of Work was prepared to show the maximum amount of time and materials it would take to complete the services required to complete the Project without anticipation of profits on account of any difference between the actual and estimated quantities. If the construction methods utilized by contractors for the above referenced project increases the frequency of site visits and construction testing units as listed in the scope of work, this agreement shall be amended to supplement the cost of the out of scope services. Olsson will notify the Client if construction testing frequencies and site visits of the above scope of work are subject to increase due to construction methods or design changes prior to the commencement of said out of scope services.

Olsson is committed to providing quality service to its clients, commensurate with their wants, needs and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Olsson stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. If you have any questions or concerns regarding this scope of work please contact Justin Tegels at 402-827-7220 or at [itegels@olssonassociates.com](mailto:itegels@olssonassociates.com). We look forward to hearing from you and working with you and your firm on this project.

## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated June 21, 2016 between La Vista Community Development Agency ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

### **SECTION 1—OLSSON'S SCOPE OF SERVICES**

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

### **SECTION 2—ADDITIONAL SERVICES**

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

### **SECTION 3—CLIENT'S RESPONSIBILITIES**

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or

utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials,

encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

#### **SECTION 4—MEANING OF TERMS**

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and

programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that

the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

## **SECTION 5—TERMINATION**

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall

grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

## **SECTION 6—DISPUTE RESOLUTION**

### **6.1**

Any dispute concerning a question of fact in connection with the work not disposed of by this agreement will be referred for determination to the City or a duly authorized representative, whose decision in the matter will be final and conclusive on the parties to this agreement.

### **6.3 Certification of Merit**

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years ; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

## **SECTION 7—MISCELLANEOUS**

### **7.1 Reuse of Documents**

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

### **7.2 Electronic Files**

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it

accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

### **7.3 Construction Cost Estimate**

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s) size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

### **7.4 Prevailing Wages**

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

### **7.5 Samples**

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples.

After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

## **7.6 Standard of Care**

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

## **7.7 Force Majeure**

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

## **7.8 Confidentiality**

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.8.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.8.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.8.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.8.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.8.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.8.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.8.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.8.3.5 is received from a third party not subject to any confidentiality obligations.

7.8.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.8.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.8.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.8.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

## **7.9 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination**

7.9.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.9.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.9.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.9.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.9.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.9.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.9.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

## 7.10 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

## 7.11 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

## 7.12 Assignment

7.12.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.12.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.12.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

## 7.13 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

## 7.14 Limitation on Damages

7.14.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.14.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.14.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

## **7.15 Entire Agreement**

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 5, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CHANGE ORDER No. 2 CITY CENTRE INFRASTRUCTURE- PAVEMENT & SEWERS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to approve a change order to the contract with Graham Construction, Inc. of Omaha, NE to provide for several additions of work to the contract, for an additional amount not to exceed \$115,225.88.

**FISCAL IMPACT**

The FY17/18 biennial budget includes funding for this project. The contract price will increase from \$4,139,333.70 to \$4,254,559.58.

**RECOMMENDATION**

Approval

**BACKGROUND**

The initial contract was awarded to Graham Construction on November 21, 2017 in the amount of \$4,298,611.80. Change Order No. 1 was approved at the same time which reduced the contract amount to \$4,139,333.70. Additional work has become necessary that was not part of the initial construction documents. Primary items include the replacement of the wood privacy fence with a vinyl fence along the east boundary of the project, filling a storm sewer to be abandoned with flowable concrete fill, replacing retaining wall cap units and installing an asphalt overlay on a portion of Summer Drive to maintain access to remaining businesses due to unavoidable construction impacts. Change Order No. 2 results in an increase of \$115,225.88 and does not change the completion dates of October 22, 2018 for substantial completion and November 16, 2018 for final completion.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NO. 2 TO THE CONTRACT WITH GRAHAM CONSTRUCTION, INC., OMAHA, NEBRASKA, TO PROVIDE FOR ADDITIONS OF WORK, FOR AN ADDITIONAL AMOUNT NOT TO EXCEED \$115,225.88.

WHEREAS, the City has determined it is necessary to make additions of the work; and

WHEREAS, the FY17/18 biennial budget provides funding for this project. The contract price increases from \$4,139,333.70 to \$4,254,559.58.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for Change Order No. 2 to the contract with Graham Construction, Inc., Omaha Nebraska, to provide for additions of work, for an additional amount not to exceed \$115,225.88.

PASSED AND APPROVED THIS 5TH DAY OF JUNE, 2018.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Rachel D. Carl, CMC  
Deputy City Clerk



# CHANGE ORDER

No. 2

Date of Issuance: May 21, 2018

Effective Date: May 21, 2018

Project: La Vista City Centre Infrastructure Pavement and Sewers.	Owner: City of La Vista	Owner's Contract No.: CD-17-008
Contract: City Centre Infrastructure Pavement and Sewers		Date of Contract: 11/21/17
Contractor: Graham Construction		Engineer's Project No.: B16-0546

**The Contract Documents are modified as follows upon execution of this Change Order:**

See 'Work Change Directives 1-7' as well as Original Bid Quantity Changes.

Attachments: (List documents supporting change): Attachment #1, and corresponding Work Change Directives 1-7.

1) Quantity Summary breakdown reflecting change in contract price due to scope modifications.

## CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 4,298,611.80

Decrease from previously approved Change Orders  
No. 1 to No. 1:

\$ 159,278.10

Contract Price prior to this Change Order:

\$ 4,139,333.70

Increase of this Change Order:

\$ \$115,225.88

Contract Price incorporating this Change Order:

\$ 4,254,559.58

Original Contract Times:

204 Calendar days. Substantial Completion

229 Calendar days. Final Completion

Contract Times from previously approved Change Orders

No. 0 to No. 1:

Substantial completion (days or date): October 22, 2018

Ready for final payment (days or date): November 16, 2018

Contract Times prior to this Change Order:

October 22, 2018 – Substantial

November 16, 2018 – Final Completion

No Change of this Change Order:

Substantial completion (days or date): No change

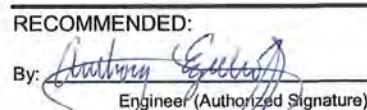
Ready for final payment (days or date): No change

Contract Times with all approved Change Orders:

October 22, 2018 – Substantial Completion

November 16, 2018 – Final Completion

RECOMMENDED:

By:   
Engineer (Authorized Signature)

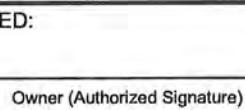
Date: 5/21/18

ACCEPTED:

By:   
Contractor (Authorized Signature)

Date: 5/24/18

ACCEPTED:

By:   
Owner (Authorized Signature)

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

Approved by Funding Agency (if applicable): \_\_\_\_\_

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

**CITY OF LA VISTA**  
**LA VISTA COMMUNITY DEVELOPMENT AGENCY REPORT**  
**JUNE 5, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CHANGE ORDER No. 4 DEMOLITION & SITE PREPARATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

#### **SYNOPSIS**

A resolution has been prepared to approve a change order to the contract with Anderson Excavating Co. of Omaha, Nebraska to provide for revisions to completion dates, adjustment of pavement removal quantities, cost adjustment and remobilization, and various changes to scope of work for a decrease to the contract price of \$9,060.76.

#### **FISCAL IMPACT**

The FY17/18 Biennial Budget includes funding for this project. The contract price will decrease from \$1,140,619.31 to \$1,131,558.55.

#### **RECOMMENDATION**

Approval

#### **BACKGROUND**

Phase 2 of the demolition work has been delayed due to other aspects of the redevelopment not proceeding as quickly as anticipated when the demolition contract was awarded. A determination has also been made to save some pavement for interim parking and remove it later. The time delays and quantity revisions resulted in the need to adjust contract prices and provide for remobilization costs.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH ANDERSON EXCAVATING CO., INC., OMAHA, NEBRASKA, TO PROVIDE FOR REVISIONS TO COMPLETION DATES, ADJUSTMENT OF PAVEMENT REMOVAL QUANTITIES, COST ADJUSTMENT AND REMOBILIZATION, AND VARIOUS CHANGES TO SCOPE OF WORK FOR A DECREASE TO THE CONTRACT PRICE OF \$9,060.76.

WHEREAS, the City has determined it is necessary to make changes to the contract completion dates, pavement removal quantities, cost adjustment and remobilization, and scope of work; and

WHEREAS, the FY17/18 biennial budget includes funding in the Capital Improvement Program for this project. The contract price decreases from \$1,140,619.31 to \$1,131,558.55.

NOW THEREFORE, BE IT RESOLVED, by City Council acting as the La Vista Community Development Agency, that the Mayor is authorized to execute the necessary documents for a change order to the contract with Anderson Excavating Co., Inc., Omaha Nebraska, to make revisions to the contract completion dates, adjustment of pavement removal quantities, cost adjustment and remobilization, and various changes to scope of work for a decrease to the contract price of \$9,060.76.

PASSED AND APPROVED THIS 5TH DAY OF JUNE, 2018.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Rachel D. Carl, CMC  
Deputy City Clerk



# CHANGE ORDER

No. 4

Date of Issuance: May 23, 2018

Effective Date: May 23, 2018

Project: La Vista City Centre Demo & Site Prep – Mixed Use redevelopment project area.	Owner: City of La Vista	Owner's Contract No.: CD-17-007
Contract: Demolition & Site Preparation		Date of Contract: 12/6/16
Contractor: Anderson Excavating Company		Engineer's Project No.: 016-0546

## The Contract Documents are modified as follows upon execution of this Change Order:

Modification 1: Contract value increased to incorporate a 3.22% inflation rate for the Phase 2 bid items.

Modification 2: Contract value decreased to incorporate changes in Phase 1 Pavement Removal less Alt A1 qty. and Phase 2 Pavement Removal.

Modification 3: Contract value increased to incorporate cost for Demob/Remobilization between Phase 1 and Phase 2

Modification 4: Contract value increased to incorporate cost for the Tree Removal on the west side of Lot 4.

Modification 5: Contract value increased to incorporate cost for extra erosion control blanket placed throughout the site.

Modification 6: Substantial completion of Phase 1B Demolition and Grading to be October 25, 2017 to account for rain days.

Modification 7: Final Completion of Phase 2 Demolition and Grading to be August 15, 2018 due to change in project phasing.

Modification 8: Backfill at FedEx Building Loaded, Trucked, and Placed

Modification 9: Backfill at FNB Building Loaded, Trucked, Placed

Modification 10: FedEx building demolition scope relocated from Phase 1 to Phase 2 Building Demolition

Modification 11: Reduction of Phase 2 Pavement Removal exceeds 20% therefore until rate will increase by \$0.90

Attachments: 1) Quantity Summary breakdown reflecting change in contract price due to quantity changes.

## CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 1,092,235.10

Increase from previously approved Change Orders  
No. 0 to No. 3:

\$ 48,384.21

Contract Price prior to this Change Order:

\$ 1,140,619.31

Decrease of this Change Order:

\$ (9,060.76)

Original Contract Times:

Phase 1: 58 Calendar days,

Phase 2: 30 Calendar days

Increase from previously approved Change Orders

No. 2 to No. 3:

Substantial completion (days or date): October 3, 2017

Ready for final payment (days or date): No Change

Contract Times prior to this Change Order:

Phase 1A: June 1, 2017

Phase 1B: October 3, 2017

Phase 2: December 1, 2017

Increase of this Change Order:

Substantial completion (days or date): October 25, 2017

Ready for final payment (days or date): August 15, 2018



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JUNE 5, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMENDMENT TO INTERLOCAL AGREEMENT – SARPY COUNTY AND CITIES WASTEWATER AGENCY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared to approve an amendment to the Interlocal Agreement creating the Sarpy County and Cities Wastewater Agency.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Approval

**BACKGROUND**

On September 19, 2017, City Council approved Resolution 17-112 to approve an Interlocal Cooperation Agreement with Sarpy County and the Cities of Bellevue, Gretna, Papillion and Springfield to create the Sarpy County and Cities Wastewater Agency.

The Agreement identifies certain calendar deadlines for the consideration and approval of the Annual Budget by the Agency and its Members. The calendar deadlines have been determined not to be feasible for the initial developmental period of the Agency, and as a result, it is recommended that the time deadlines under Section IX of the Interlocal Agreement be amended to provide more time and flexibility to the Agency and its Members to consider, discuss and approve the Agency's Annual Budget.

A redlined copy of the changes to Section IX of the Interlocal Agreement has been included for your review.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE AMENDMENT TO THE INTERLOCAL AGREEMENT CREATING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY

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

WHEREAS, pursuant to Section XVII of the Agreement, the Agency Board may amend the Agreement upon the execution of a written amendment by the governing bodies of all Members, and the approval of resolutions adopting the terms of the written amendment by the governing body of each Member; and

WHEREAS, the Agency Board has determined that the time deadlines under Section IX of the Interlocal Agreement should be amended to provide more time and flexibility to the Agency and its Members to consider, discuss and approve the Agency's Annual Budget; and

WHEREAS, the Agency Board has discussed and approved the proposed amendment to Section IX of the Agency Formation Agreement, as attached hereto as Exhibit A (hereinafter the "Amendment"); and

WHEREAS, the redline comparison of the revisions made to Section IX of the Agency Formation Agreement by the Amendment is attached hereto as Exhibit B; and

WHEREAS, the City Council deems it appropriate and advisable to adopt the terms of the Amendment.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of La Vista, Nebraska that the terms of the Amendment are hereby adopted; and

IT BE FURTHER RESOLVED BY the City Council that the Mayor hereby has the authority to execute the Amendment on behalf of the City Council.

PASSED AND APPROVED THIS 5TH DAY OF JUNE, 2018.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Rachel D. Carl, CMC  
Deputy City Clerk

Amendment to the Agency Formation Agreement

## **AMENDMENT**

THIS AMENDMENT is entered into by and between the County of Sarpy, Nebraska, the City of Papillion, Nebraska, the City of Bellevue, Nebraska, the City of Springfield, Nebraska, the City of LaVista, Nebraska, and the City of Gretna, Nebraska (collectively, the “Members”).

WHEREAS, the Members entered into an Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency in September 2017 (the “Interlocal Agreement”);

WHEREAS, the Interlocal Agreement sets forth procedures for the preparation, approval and amendment of the Sarpy County and Cities Wastewater Agency’s (“Agency’s”) Annual Budget in Section IX of the Interlocal Agreement;

WHEREAS, Section IX of the Interlocal Agreement identifies certain calendar deadlines for the consideration and approval of the Annual Budget by the Agency and its Members;

WHEREAS, the calendar deadlines are not feasible for the initial developmental period of the Agency;

WHEREAS, Section XVII of the Interlocal Agreement allows for amendment of the Interlocal Agreement through approval by the governing bodies of the Members; and

WHEREAS, the Members have determined that the time deadlines under Section IX of the Interlocal Agreement should be amended to provide more time and flexibility to the Agency and its Members to consider, discuss and approve the Agency’s Annual Budget.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Interlocal Agreement and stated herein, the parties agree as follows:

- A) Section IX of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

### **SECTION IX. ANNUAL BUDGET**

- A. The Agency Board shall prepare an itemized annual budget for the upcoming fiscal year which, upon approval of the Agency Board, shall be presented to and subject to approval of the individual governing body of each Member. Such annual budget for the upcoming fiscal year shall be considered by the governing body of each Member within thirty (30) days of the Agency Board’s approval of the annual budget. The exercise of any Agency powers involving financial commitments of any Member(s) must be included in the annual budget, unless otherwise approved by the governing bodies of all such Member(s) pursuant to an applicable Service Agreement. Upon the approval of the annual budget by the governing bodies of all Members, such budget shall immediately be considered adopted and effective to bind the Agency for the upcoming fiscal year.
- B. In the event the governing body of any individual Member does not approve the annual budget for an upcoming fiscal year within thirty (30) days of the Agency Board’s approval, the annual budget shall be revised by the Agency Board so that no new financial obligations for such non-

approving Member shall be included within the revised annual Agency budget and no new Agency projects located within such non-approving Member's corporate limits, ETJ, or Designated Wastewater Service Area, shall be included within the revised annual Agency budget. Additionally, the annual budget shall be revised by the Agency Board so that no new Agency projects shall be located within such non-approving Member's "area of future growth and development" under the maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., but only in those instances where more than fifty percent of any such new Agency project is proposed to be located within such non-approving Member's "area of future growth and development" as determined by linear measure. In the event fifty percent or less of any new Agency project is proposed to be located within such non-approving Member's "area of future growth and development," the foregoing prohibition shall not apply and such new Agency project may be located within such non-approving Member's "area of future growth and development" without the need to obtain such non-approving Member's authorization.

- C. Any revisions that are made to an annual budget for an fiscal year pursuant to Section IX(B) shall not relieve the non-approving Member from any existing financial obligations approved as part of a previous fiscal year's budget or as part of a previous agreement to which the non-approving Member was a party, nor shall it relieve the Agency from any existing project obligations located within the non-approving Member's corporate limits, ETJ, areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., or Designated Wastewater Service Area that were approved as payment of a previous annual budget or by a previous agreement to which the Agency was a party. After such revisions have been prepared and approved by the Agency Board, the revised annual Agency budget shall be presented to the governing body of each Member. A revised annual Agency budget shall be considered sufficiently adopted and effective to bind the Agency for the upcoming fiscal year as long as the Agency Board and the governing body of each Member with new financial obligations included within the revised annual budget and the governing body of each Member with Agency projects located within such Member's corporate limits, ETJ, areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., or Designated Wastewater Service Area, has approved the annual revised budget.
- D. Over the course of a fiscal year, the corresponding annual Agency budget may be amended from time to time as deemed necessary or appropriate by the Agency Board. An annual Agency budget amendment shall be considered sufficiently adopted and effective to bind the Agency for the remainder of the applicable fiscal year so long as the Agency Board, the governing body of each Member with new financial obligations included within the annual Agency budget, and the governing body of each Member with Agency projects located within such Member's corporate limits, ETJ, areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., or Designated Wastewater Service Area have approved such amendment to the annual Agency budget.
- E. The budget shall be prepared and filed as provided in the Nebraska Budget Act, Neb. Rev. Stat. § 13-501 et seq. as may be amended from time to time.
- F. Member contributions, if needed, will be determined and agreed upon between the Agency and each Member's governing body as part of the annual budget.

IN WITNESS WHEREOF, the Members have caused this Amendment to the Interlocal Act Agreement to be executed by the duly authorized officers.

Signed by Sarpy County this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

SARPY COUNTY, NEBRASKA,  
A Political Subdivision

By \_\_\_\_\_  
Chairperson, Board of Commissioners

Attest:

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Sarpy County Clerk

Approved as to form:

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Sarpy County Attorney

IN WITNESS WHEREOF, the Members have caused this Amendment to the Interlocal Act Agreement to be executed by the duly authorized officers.

Signed by the City of Bellevue this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

CITY OF BELLEVUE, a Nebraska  
Municipal Corporation

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Sabrina Ohnmacht, City Clerk

---

Rita Sanders, Mayor

CITY SEAL

IN WITNESS WHEREOF, the Members have caused this Amendment to the Interlocal Act Agreement to be executed by the duly authorized officers.

Signed by the City of Papillion this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

CITY OF PAPILLION, a Nebraska  
Municipal Corporation

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Nicole Brown, City Clerk

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David P. Black, Mayor

CITY SEAL

IN WITNESS WHEREOF, the Members have caused this Amendment to the Interlocal Act Agreement to be executed by the duly authorized officers.

Signed by the City of La Vista this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

CITY OF LA VISTA, a Nebraska  
Municipal Corporation

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Pamela A. Buethe, City Clerk

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Douglas Kindig, Mayor

CITY SEAL

IN WITNESS WHEREOF, the Members have caused this Amendment to the Interlocal Act Agreement to be executed by the duly authorized officers.

Signed by the City of Gretna this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

CITY OF GRETNA, a Nebraska  
Municipal Corporation

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Tammy L. Tisdall, City Clerk

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James W. Timmerman, Mayor

CITY SEAL

IN WITNESS WHEREOF, the Members have caused this Amendment to the Interlocal Act Agreement to be executed by the duly authorized officers.

Signed by the City of Springfield this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

CITY OF SPRINGFIELD, a Nebraska  
Municipal Corporation

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Kathleen Gottsch,  
City Administrator/City Clerk

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Robert Roseland, Mayor

CITY SEAL

**Exhibit B**

Amendment Redline Comparison

## SECTION IX. ANNUAL BUDGET

- A. ~~By April 30th of each year, the~~The Agency Board shall prepare an itemized annual budget for the upcoming fiscal year which, upon approval of the Agency Board, shall be presented to and subject to approval of the individual governing body of each Member. Such annual budget for the upcoming fiscal year shall be considered by the governing body of each Member ~~by May 31<sup>st</sup> of each year~~within thirty (30) days of the Agency Board's approval of the annual budget. The exercise of any Agency powers involving financial commitments of any Member(s) must be included in the annual budget, unless otherwise approved by the governing bodies of all such Member(s) pursuant to an applicable Service Agreement. Upon the approval of the annual budget by the governing bodies of all Members, such budget shall immediately be considered adopted and effective to bind the Agency for the upcoming fiscal year.
- B. In the event the governing body of any individual Member does not approve the annual budget for an upcoming fiscal year ~~by May 31<sup>st</sup> within thirty (30) days of the Agency Board's approval~~, the annual budget shall be revised by the Agency Board so that no new financial obligations for such non-approving Member shall be included within the revised annual Agency budget and no new Agency projects located within such non-approving Member's corporate limits, ETJ, or Designated Wastewater Service Area, shall be included within the revised annual Agency budget. Additionally, the annual budget shall be revised by the Agency Board so that no new Agency projects shall be located within such non-approving Member's "area of future growth and development" under the maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., but only in those instances where more than fifty percent of any such new Agency project is proposed to be located within such non-approving Member's "area of future growth and development" as determined by linear measure. In the event fifty percent or less of any new Agency project is proposed to be located within such non-approving Member's "area of future growth and development," the foregoing prohibition shall not apply and such new Agency project may be located within such non-approving Member's "area of future growth and development" without the need to obtain such non-approving Member's authorization.
- C. Any revisions that are made to an annual budget for an fiscal year pursuant to Section IX(B) shall not relieve the non-approving Member from any existing financial obligations approved as part of a previous fiscal year's budget or as part of a previous agreement to which the non-approving Member was a party, nor shall it relieve the Agency from any existing project obligations located within the non- approving Member's corporate limits, ETJ, areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., or Designated Wastewater Service Area that were approved as payment of a previous annual budget or by a previous agreement to which the Agency was a party. After such revisions have been prepared and approved by the Agency Board, the revised annual Agency budget shall be presented to the governing body of each Member ~~by June 30<sup>th</sup> of that same year~~. A revised annual Agency budget shall be considered sufficiently adopted and effective to bind the Agency for the upcoming fiscal year as long as the Agency Board and the governing body of each Member with new financial obligations included within the revised annual budget and the governing body of each Member with Agency projects located within such Member's corporate limits, ETJ, areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., or Designated Wastewater Service Area, has approved the annual revised budget.
- D. Over the course of a fiscal year, the corresponding annual Agency budget may be amended

from time to time as deemed necessary or appropriate by the Agency Board. An annual Agency budget amendment shall be considered sufficiently adopted and effective to bind the Agency for the remainder of the applicable fiscal year so long as the Agency Board, the governing body of each Member with new financial obligations included within the annual Agency budget, and the governing body of each Member with Agency projects located within such Member's corporate limits, ETJ, areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., or Designated Wastewater Service Area have approved such amendment to the annual Agency budget.

- E. The budget shall be prepared and filed as provided in the Nebraska Budget Act, Neb. Rev. Stat. § 13-501 et seq. as may be amended from time to time.
- F. Member contributions, if needed, will be determined and agreed upon between the Agency and each Member's governing body as part of the annual budget.

**BOARD OF SARPY COUNTY AND CITIES WASTEWATER AGENCY**

**RESOLUTION APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT**  
**CREATING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY**

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

WHEREAS, the Agency is a separate body corporate and politic under the Act; and,

WHEREAS, pursuant to Agency Formation Agreement, the powers of the Agency as a body are exercised by the Agency Board; and,

WHEREAS, pursuant to Section XVII of the Agency Formation Agreement, the Agency Board may amend the Agency Formation Agreement upon the execution of a written amendment by the governing bodies of all Agency Members, and the approval of resolutions adopting the terms of the written amendment by the governing body of each Agency Member; and,

WHEREAS, the Agency Board has discussed the proposed amendment to Section IX of the Agency Formation Agreement, as attached hereto as Exhibit A (hereinafter the “Amendment”) and after discussion the Agency Board deemed it appropriate and advisable to approve the Amendment for submission to the governing body of each Agency Member for execution.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD that the Agency Board has approved the Amendment for submission to the governing body of each Agency Member for execution; and,

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

The above Resolution was approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 22nd day of May 2018.



Sarpy County and Cities Wastewater  
Agency Board Chairman

**Exhibit A**

Amendment to the Agency Formation Agreement

## **AMENDMENT**

THIS AMENDMENT is entered into by and between the County of Sarpy, Nebraska, the City of Papillion, Nebraska, the City of Bellevue, Nebraska, the City of Springfield, Nebraska, the City of LaVista, Nebraska, and the City of Gretna, Nebraska (collectively, the "Members").

WHEREAS, the Members entered into an Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency in September 2017 (the "Interlocal Agreement");

WHEREAS, the Interlocal Agreement sets forth procedures for the preparation, approval and amendment of the Sarpy County and Cities Wastewater Agency's ("Agency's") Annual Budget in Section IX of the Interlocal Agreement;

WHEREAS, Section IX of the Interlocal Agreement identifies certain calendar deadlines for the consideration and approval of the Annual Budget by the Agency and its Members;

WHEREAS, the calendar deadlines are not feasible for the initial developmental period of the Agency;

WHEREAS, Section XVII of the Interlocal Agreement allows for amendment of the Interlocal Agreement through approval by the governing bodies of the Members; and

WHEREAS, the Members have determined that the time deadlines under Section IX of the Interlocal Agreement should be amended to provide more time and flexibility to the Agency and its Members to consider, discuss and approve the Agency's Annual Budget.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Interlocal Agreement and stated herein, the parties agree as follows:

- A) Section IX of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

### **SECTION IX. ANNUAL BUDGET**

- A. The Agency Board shall prepare an itemized annual budget for the upcoming fiscal year which, upon approval of the Agency Board, shall be presented to and subject to approval of the individual governing body of each Member. Such annual budget for the upcoming fiscal year shall be considered by the governing body of each Member within thirty (30) days of the Agency Board's approval of the annual budget. The exercise of any Agency powers involving financial commitments of any Member(s) must be included in the annual budget, unless otherwise approved by the governing bodies of all such Member(s) pursuant to an applicable Service Agreement. Upon the approval of the annual budget by the governing bodies of all Members, such budget shall immediately be considered adopted and effective to bind the Agency for the upcoming fiscal year.
- B. In the event the governing body of any individual Member does not approve the annual budget for an upcoming fiscal year within thirty (30) days of the Agency Board's approval, the annual budget shall be revised by the Agency Board so that no new financial obligations for such non-

approving Member shall be included within the revised annual Agency budget and no new Agency projects located within such non-approving Member's corporate limits, ETJ, or Designated Wastewater Service Area, shall be included within the revised annual Agency budget. Additionally, the annual budget shall be revised by the Agency Board so that no new Agency projects shall be located within such non-approving Member's "area of future growth and development" under the maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., but only in those instances where more than fifty percent of any such new Agency project is proposed to be located within such non-approving Member's "area of future growth and development" as determined by linear measure. In the event fifty percent or less of any new Agency project is proposed to be located within such non-approving Member's "area of future growth and development," the foregoing prohibition shall not apply and such new Agency project may be located within such non-approving Member's "area of future growth and development" without the need to obtain such non-approving Member's authorization.

- C. Any revisions that are made to an annual budget for an fiscal year pursuant to Section IX(B) shall not relieve the non-approving Member from any existing financial obligations approved as part of a previous fiscal year's budget or as part of a previous agreement to which the non-approving Member was a party, nor shall it relieve the Agency from any existing project obligations located within the non-approving Member's corporate limits, ETJ, areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., or Designated Wastewater Service Area that were approved as payment of a previous annual budget or by a previous agreement to which the Agency was a party. After such revisions have been prepared and approved by the Agency Board, the revised annual Agency budget shall be presented to the governing body of each Member. A revised annual Agency budget shall be considered sufficiently adopted and effective to bind the Agency for the upcoming fiscal year as long as the Agency Board and the governing body of each Member with new financial obligations included within the revised annual budget and the governing body of each Member with Agency projects located within such Member's corporate limits, ETJ, areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., or Designated Wastewater Service Area, has approved the annual revised budget.
- D. Over the course of a fiscal year, the corresponding annual Agency budget may be amended from time to time as deemed necessary or appropriate by the Agency Board. An annual Agency budget amendment shall be considered sufficiently adopted and effective to bind the Agency for the remainder of the applicable fiscal year so long as the Agency Board, the governing body of each Member with new financial obligations included within the annual Agency budget, and the governing body of each Member with Agency projects located within such Member's corporate limits, ETJ, areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., or Designated Wastewater Service Area have approved such amendment to the annual Agency budget.
- E. The budget shall be prepared and filed as provided in the Nebraska Budget Act, Neb. Rev. Stat. § 13-501 et seq. as may be amended from time to time.
- F. Member contributions, if needed, will be determined and agreed upon between the Agency and each Member's governing body as part of the annual budget.

**Exhibit B**

Amendment Redline Comparison

## SECTION IX. ANNUAL BUDGET

- A. ~~By April 30th of each year, the~~The Agency Board shall prepare an itemized annual budget for the upcoming fiscal year which, upon approval of the Agency Board, shall be presented to and subject to approval of the individual governing body of each Member. Such annual budget for the upcoming fiscal year shall be considered by the governing body of each Member ~~by May 31<sup>st</sup> of each year~~within thirty (30) days of the Agency Board's approval of the annual budget. The exercise of any Agency powers involving financial commitments of any Member(s) must be included in the annual budget, unless otherwise approved by the governing bodies of all such Member(s) pursuant to an applicable Service Agreement. Upon the approval of the annual budget by the governing bodies of all Members, such budget shall immediately be considered adopted and effective to bind the Agency for the upcoming fiscal year.
- B. In the event the governing body of any individual Member does not approve the annual budget for an upcoming fiscal year ~~by May 31<sup>st</sup> within thirty (30) days of the Agency Board's approval~~, the annual budget shall be revised by the Agency Board so that no new financial obligations for such non-approving Member shall be included within the revised annual Agency budget and no new Agency projects located within such non-approving Member's corporate limits, ETJ, or Designated Wastewater Service Area, shall be included within the revised annual Agency budget. Additionally, the annual budget shall be revised by the Agency Board so that no new Agency projects shall be located within such non-approving Member's "area of future growth and development" under the maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., but only in those instances where more than fifty percent of any such new Agency project is proposed to be located within such non-approving Member's "area of future growth and development" as determined by linear measure. In the event fifty percent or less of any new Agency project is proposed to be located within such non-approving Member's "area of future growth and development," the foregoing prohibition shall not apply and such new Agency project may be located within such non-approving Member's "area of future growth and development" without the need to obtain such non-approving Member's authorization.
- C. Any revisions that are made to an annual budget for an fiscal year pursuant to Section IX(B) shall not relieve the non-approving Member from any existing financial obligations approved as part of a previous fiscal year's budget or as part of a previous agreement to which the non-approving Member was a party, nor shall it relieve the Agency from any existing project obligations located within the non-approving Member's corporate limits, ETJ, areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., or Designated Wastewater Service Area that were approved as payment of a previous annual budget or by a previous agreement to which the Agency was a party. After such revisions have been prepared and approved by the Agency Board, the revised annual Agency budget shall be presented to the governing body of each Member ~~by June 30<sup>th</sup> of that same year~~. A revised annual Agency budget shall be considered sufficiently adopted and effective to bind the Agency for the upcoming fiscal year as long as the Agency Board and the governing body of each Member with new financial obligations included within the revised annual budget and the governing body of each Member with Agency projects located within such Member's corporate limits, ETJ, areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., or Designated Wastewater Service Area, has approved the annual revised budget.

- D. Over the course of a fiscal year, the corresponding annual Agency budget may be amended from time to time as deemed necessary or appropriate by the Agency Board. An annual Agency budget amendment shall be considered sufficiently adopted and effective to bind the Agency for the remainder of the applicable fiscal year so long as the Agency Board, the governing body of each Member with new financial obligations included within the annual Agency budget, and the governing body of each Member with Agency projects located within such Member's corporate limits, ETJ, areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., or Designated Wastewater Service Area have approved such amendment to the annual Agency budget.
- E. The budget shall be prepared and filed as provided in the Nebraska Budget Act, Neb. Rev. Stat. § 13-501 et seq. as may be amended from time to time.
- F. Member contributions, if needed, will be determined and agreed upon between the Agency and each Member's governing body as part of the annual budget.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 5, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPROVAL OF FY2017/18 BUDGET SARPY COUNTY AND CITIES WASTEWATER AGENCY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared authorizing the approval of the Sarpy County and Cities Wastewater Agency’s (“Agency”) current FY 2017-2018 Budget as amended.

**FISCAL IMPACT**

None. Sarpy County provided \$250,000 in start-up funds to the Agency. No additional revenue is necessary to fund the current budget.

**RECOMMENDATION**

Approval

**BACKGROUND**

On September 19, 2017, the City Council approved Resolution 17-112 to approve an Interlocal Cooperation Agreement with Sarpy County and the cities of Bellevue, Gretna, Papillion and Springfield to create the Sarpy County and Cities Wastewater Agency.

The Agency Board approved a current FY 2017-2018 Agency Budget at their March 27, 2018 Agency meeting. It was subsequently amended on April 24, 2018 to account for updated professional fees and estimates. The amended FY 2017-2018 Agency Budget becomes effective and binding upon its approval by the governing bodies of each participating entity.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY PROPOSED FY 2017-2018 BUDGET

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

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

WHEREAS, the Agency Board has approved the proposed FY2017-2018 Budget, as amended, to serve as the Agency budget until a FY2018-2019 Budget can be approved and adopted pursuant to Section IX of the Agreement; and

WHEREAS, the City Council deems it appropriate and advisable to approve the proposed FY2017-2018 Budget which has been approved by the Agency Board and is attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of La Vista, Nebraska that the proposed FY2017-2018 Budget is hereby approved.

PASSED AND APPROVED THIS 5TH DAY OF JUNE, 2018.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Rachel D. Carl, CMC  
Deputy City Clerk

**Exhibit A**

**FY2017-2018 Amended Budget**

Sarpy County and Cities Wastewater Agency  
 09/18/2017 to 06/30/2018  
 Adopted Budget - AMENDED

	Current Budget 2017/18	<b>AMENDED Budget 2017/18</b>
Beginning Cash Balance - 09/18/2017	\$ -	\$ -
<b>RECEIPTS:</b>		
Donation - Sarpy County	\$ 250,000	\$ 250,000
Total Receipts:	\$ 250,000	\$ 250,000
<b>Total Resources Available:</b>	<b>\$ 250,000</b>	<b>\$ 250,000</b>
<b>DISBURSEMENTS &amp; TRANSFERS:</b>		
<b>Steve Jensen Consulting:</b>		
Consultant Services - Plan Development Tasks	\$ 13,440	\$ 13,440
Consultant Services - On-Going Advisory Tasks	\$ 2,800	\$ 2,800
<b>*HDR Engineering:</b>		
Engineer/Consultant Services - Project Management	\$ 15,030	\$ 15,030
Engineer/Consultant Services - Phasing	\$ 22,189	\$ 22,189
Engineer/Consultant Services - Funding Sources	\$ 39,617	\$ 30,000
Engineer/Consultant Services - Refine Plan	\$ 24,081	\$ 19,000
Engineer/Consultant Services - Refine Funding Options	\$ 25,554	\$ 20,000
Engineer/Consultant Services - Financial Plan	\$ 9,632	\$ 5,204
Engineer/Consultant Services - Regional System Support	\$ 32,339	\$ 12,000
Engineer/Consultant Services - Executive Summary	\$ 6,139	\$ 5,000
<b>Husch Blackwell Law Firm:</b>		
Legal Services - General Legal Services	\$ 2,250	\$ 36,816
Legal Services - P3 Project Services	\$ 50,000	\$ 50,000
<b>Operational Expenses:</b>		
Insurance - Public Entity Management Liability (Inspro Insurance)	\$ 3,662	\$ 15,254
Bonds - Surety Bonds for Officer Positions	\$ 2,500	\$ 2,500
Accounting Software - QuickBooks	\$ 250	\$ 250
Postage	\$ 50	\$ 50
Office Supplies - Copies, Paper, etc.	\$ -	\$ -
Publications - Newspaper, Notices, etc.	\$ 250	\$ 250
Audit Fees	\$ -	\$ -
Miscellaneous - Fees & Supplies	\$ 217	\$ 217
<b>Total Disbursements &amp; Transfers:</b>	<b>\$ 250,000</b>	<b>\$ 250,000</b>
Ending Cash Balance - 06/30/2018:	\$ -	\$ -
Agency Budget Authority Amount:	\$ 250,000	\$ 250,000

*- Amended budget numbers are italicized and underlined above.*

\* NOTE: Actual Awarded Contract Amount for HDR's Regional Wastewater Study was \$179,332. Total award amount was reduced by \$50,909 between the funds due to anticipated carry-over of services into 2018/19.

Amended Budget Adopted by Agency Governing Body: 4/24/2018

Amended Budget Adopted by Sarpy County Governing Body: \_\_\_\_\_  
 Amended Budget Adopted by Bellevue Governing Body: \_\_\_\_\_  
 Amended Budget Adopted by Gretna Governing Body: \_\_\_\_\_  
 Amended Budget Adopted by La Vista Governing Body: \_\_\_\_\_  
 Amended Budget Adopted by Papillion Governing Body: \_\_\_\_\_  
 Amended Budget Adopted by Springfield Governing Body: \_\_\_\_\_

Adopted Amended Budget Effective Date: \_\_\_\_\_  
 Budget becomes effective upon approval by the governing bodies of all participating

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CATERING ENDORSEMENT APPLICATION FOR A RETAIL CLASS CG LIQUOR LICENSE FOR ENTERTAINMENT MANAGEMENT CO. DBA ALAMO DRAFTHOUSE CINEMA, IN LA VISTA, NEBRASKA.

WHEREAS, Entertainment Management Co. dba Alamo Drafthouse Cinema, 12750 Westport Parkway, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Catering endorsement to their Retail Class CG Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of a Catering Endorsement application for a Retail Class CG Liquor License submitted by Entertainment Management Co. dba Alamo Drafthouse Cinema, 12750 Westport Parkway, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 5TH DAY OF JUNE, 2018.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Rachel D. Carl, CMC  
Deputy City Clerk



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

---

**TO:** Pam Buethe, City Clerk

**FROM:** Robert S. Lausten, Police Chief

**DATE:** May 22, 2018

**RE:** Alamo Draft House  
Catering Endorsement

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The police department has no identified concerns relating to the catering endorsement to the Alamo Draft House liquor license. As a condition of approval, I would require the applicant strictly conform to Nebraska Liquor Control Commission rules and regulations under the Nebraska Liquor Control Act.

## Pam Buethe

---

**From:** Jeff Sinnett  
**Sent:** Tuesday, May 22, 2018 7:31 AM  
**To:** Pam Buethe  
**Subject:** FW: Application for Catering Endorsement to license - Alamo  
**Attachments:** Application - Catering Endorsement - Alamo 5.22.18.pdf

I am ok with this-we will just review each case.

Jeff Sinnett  
Chief Building Official  
City Of La Vista  
8116 Park View Blvd.  
La Vista NE 68128  
402-593-6400

**From:** Pam Buethe  
**Sent:** Tuesday, May 22, 2018 7:20 AM  
**To:** Bob Lausten <BLausten@cityoflavista.org>; Jeff Sinnett <JSinnett@cityoflavista.org>  
**Subject:** Application for Catering Endorsement to license - Alamo

Please review and respond.

Thank you,  
Pam

*Pamela A. Buethe CMC MPA  
City Clerk  
City of La Vista  
8116 Park View Boulevard  
La Vista NE 68128  
Phone: (402) 331-4343  
Fax: (402) 331-4375  
pbuethie@cityoflavista.org  
Accountability · Integrity · Public Service*

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# APPLICATION FOR CATERING ENDORSEMENT TO LICENSE

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

License Class: CK

License Number: 111600

- Application fee \$100.00, refundable if application is denied §53-124.12 (2b);
- Check needs to be made payable to the Nebraska Liquor Control Commission or you may pay online at: [www.ne.gov/go/NLCCpayport](http://www.ne.gov/go/NLCCpayport);
- Processing time is approx. 45-60 days from receipt of application by the Nebraska Liquor Control Commission;
- Per Neb. Rev. Stat. §53-134(7), a copy of this application will be forwarded to your local governing body for recommendation. After approval by the local governing body, there is a 10-day holding period by the NLCC for citizen protest;
- Annual Renewal Fee of \$100 is payable when renewing primary liquor license §53-124.12 (1);

RECEIVED

MAY 16 2018

NEBRASKA LIQUOR  
CONTROL COMMISSION

- The holder of a catering license may deliver, sell, or dispense alcoholic liquor/beer for consumption at events that hold a Special Designated License (SDL) issued pursuant to section §53-124.11;
- SDL must be received 10-working days prior to the date of each event. This count does not include weekends, holidays or the date of the event - Please check the SDL calendar for due date;
- Only twelve (12) SDLs will be issued at any one specific location that could otherwise hold a liquor license. Rules and Regulations Chapter 2-013.06. This (12) count includes all license holders that would go to this particular location. It is not (12) licenses per caterer.



Signature of AUTHORIZED LICENSEE REPRESENTATIVE  
(Do not sign until in the presence of the Notary Public)

TYLER CALABRESE

Printed Name of AUTHORIZED LICENSEE REPRESENTATIVE

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me this:

5/14/2018

(Date)

By: TYLER CALABRESE  
Name of person signing document in front of Notary

  
Notary Public Signature

PAYMENT TYPE CK 1571

AMOUNT: 100

Rct. #

Received: jm



1800006588

RECEIVED  
R/106

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JUNE 5, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CARPET REPLACEMENT - POLICE STATION	◆RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

**SYNOPSIS**

A resolution has been prepared to approve the purchase of partial carpet replacement in the police station in an amount not to exceed \$16,000.

**FISCAL IMPACT**

Funding is available in the FY18 police department budget via salary savings.

**RECOMMENDATION**

Approval

**BACKGROUND**

The carpeting in the police station is in need of replacement. Numerous attempts have been made by Building & Grounds staff as well as carpet company workers to repair troubled areas. Due to the age and wear/tear, it needs to be replaced in several areas. Planned replacement was for a two-phase process, high traffic areas in FY19 and other areas in FY20. The carpeting, however, has deteriorated in several areas to become a safety hazard.

This request is for a replacement of the main corridor/officers report writing room carpeting as well as the carpeting in the Records Bureau. Carpet squares have been identified as the proper replacement material. Three quotes were received (Baldwin Carpeting, Neb. Furniture Mart and Kelly's Carpet). Kelly's Carpet was determined to provide the best overall quote as their services include furniture lifting.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF CARPETING FOR THE POLICE STATION FROM KELLY'S CARPET, OMAHA, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$16,000.

WHEREAS, the City Council of the City of La Vista has determined that the replacement of carpeting in particular areas of the police station is necessary; and

WHEREAS, the Police Department has salary savings in the FY18 police department budget to fund such replacement; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of carpeting for the police station from Kelly's Carpet, Omaha, Nebraska, in an amount not to exceed \$16,000.

PASSED AND APPROVED THIS 5TH DAY OF JUNE, 2018.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Rachel D. Carl, CMC  
Deputy City Clerk

## Police Station Carpet Replacement

### **FY18 Emergency Repair**

Main corridor/copy area	10,100
Records Bureau	3180
Interview rooms	1025
Rear Entries Walk off	1225
Break Room seal VCT	230
	15,760

### **FY19**

Community Room	4210
Administrative area	1810
Briefing	2436
Sgts	1995
SEB	3810
CIB	4570
Officer's Report writing	1650
	20,481
	36,241

BALDWIN'S FLOORING AMERICA  
 WWW.BALDWINFA.COM  
 9625 IDA ST  
 OMAHA, NE 68122

TELEPHONE 402-571-3777

FAX 402-571-4602

LA VISTA POLICE HEADQUARTERS 7701 S 96 ST. LA VISTA, NE	<b>Proposal</b>	1-003023
	<b>Today's Date</b>	4/04/2018 2:07 PM
	<b>Quote Date</b>	4/04/2018
	<b>Quoted By</b>	Jim Baldwin
	<b>Salesperson Name</b>	JIM BALDWIN

Notes and Special Instructions	Ship To
	LAVISTAP / 0000 LA VISTA POLICE HEADQUARTERS 7701 S 96 ST. LA VISTA, NE

Line	Description	Unit Price
001	CARPET TILE INSTALLED	\$22.00
002	DEMO & DISPOSAL	\$2.83
003	FURNITURE	\$5.00
004	VCT	\$5.00
005	WALK-OFF TILE INSTALLED	\$70.00

<b>Taxable</b>	\$0.00
<b>Non-Taxable</b>	\$38,576.00
<b>Sales Tax</b>	\$0.00
<b>Grand Total</b>	\$38,576.00
<b>Deposit</b>	\$0.00
<b>Balance</b>	\$38,576.00

CERAMIC TILE - PORCELAIN - MARBLE - LAMINATE - LINOLEUM - VINYL - HARDWOOD  
 BAMBOO - CORK - CARPET - REMS - AREA RUGS



You'll like the way we do business

# Proposal

## Commercial Department

Date:	February 26, 2018	Proposal.:	89629
Proposal to:	La Vista Police Department Jeremy Kinsey	Project:	La Vista Police Department La Vista, NE
Phone:	402.331.1582	Addenda:	0
email:	jkinsey@cityoflavista.org	Davis Bacon:	Not Included
		Sales Tax:	Included
		Attic Stock:	Not Included

Kelly's Carpet Omaha is pleased to provide the following proposal to provide and install the finishes outlined below. This scope of work is based on floor plan provided by Jeremy Kinsey on February 15, 2018.

36,241  
-\$39,270.00

### Base Bid

<b>Phase 1 – \$25/ SY Material Allowance</b>	<b>\$17,415.00</b>
Corridors/Copy Room (No Furniture)	\$10,100.00
Rear Entries -- \$45/ SY Material Allowance Walk off Carpet	\$1,225.00
Report Writing—(Move File Cabinets)	\$1,650.00
Community Room – (No Furniture)	\$4,210.00
Break Room -- Seal VCT -- (No Furniture)	\$230.00

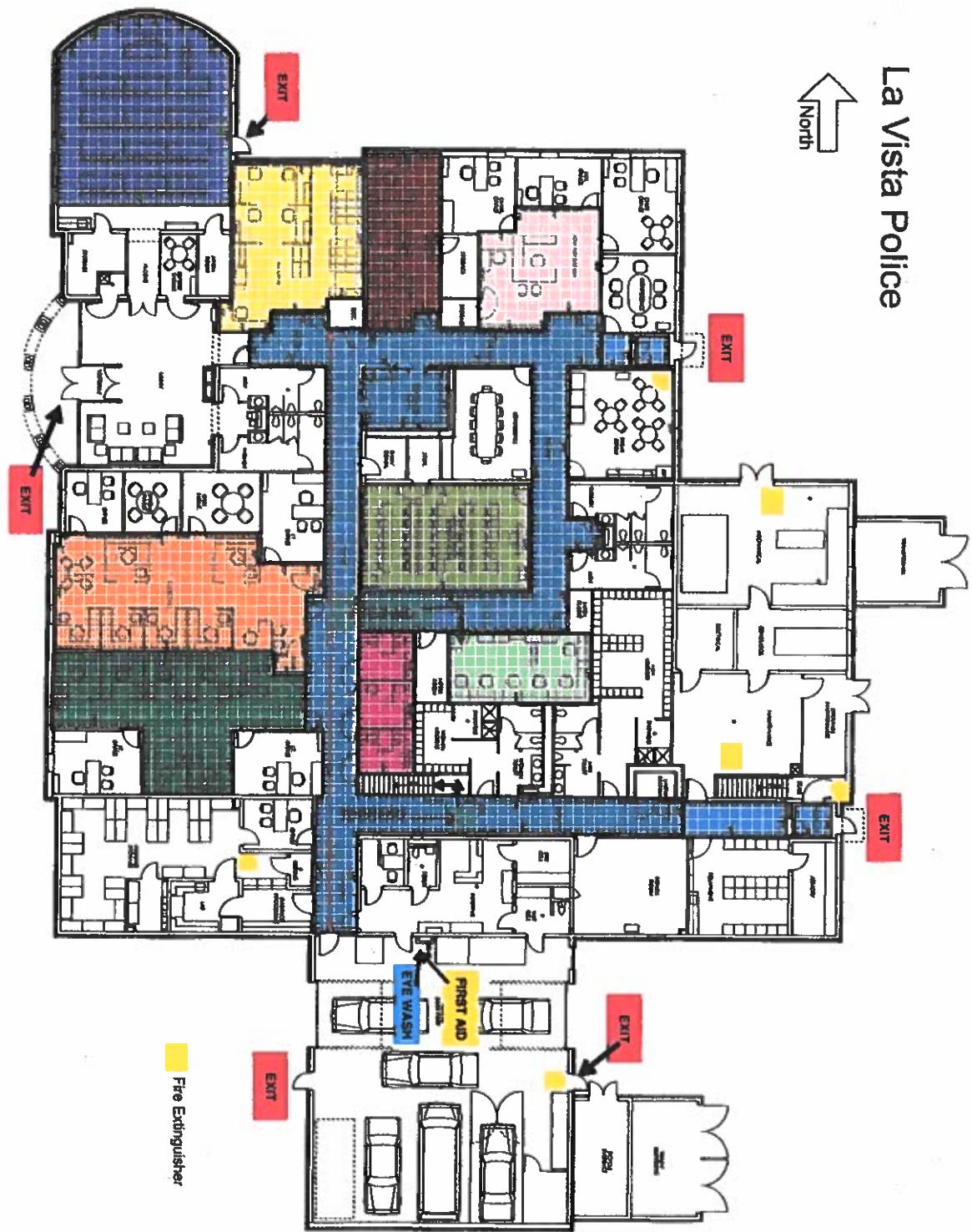
<b>Phase 2 – \$25/ SY Material Allowance</b>	<b>\$9,425.00</b>
Administration – (Lift Cubicles)	\$1,810.00
Briefing – (No Furniture)	\$2,436.00
Records (Lift Cubicles)	\$3,180.00
Community Affairs (Sergeants) – (Lift Cubicles)	\$1,995.00

<b>Phase 3 – \$25/ SY Material Allowance</b>	<b>\$9,405.00</b>
SEB -- (Lift Cubicles)	\$3,810.00
CIB – (Lift Cubicles)	\$4,570.00
Interview Rooms -- (No Furniture)	\$1,025.00

**Moisture Test –** ~~\$225.00~~

**Basement –** ~~\$2,800.00~~  
~~Install Owner Supplied Tarki Flooring~~ ~~\$500.00~~  
~~Install Owner Supplied Rubber Tile~~ ~~\$2,300.00~~

# La Vista Police



# Nebraska Furniture Mart

## COMMERCIAL FLOORING ESTIMATE

Date: 03/30/2018

To: LaVista Police Department

Attn: Capt. Jeremy Kinsey

From: Tangee Hoagland

Re: Flooring

Thank you for the opportunity to provide an estimate for your flooring project! Please review the below estimate and contact us with any questions.

Description	Qty	Cost	Ext. Cost
<b>Phase 1 (community room, hallways, report writing):</b>			
Carpet Tile – to be determined	500 SY	18.00	\$9,000.00
Adhesive	5 pails	88.50	\$442.50
Take up old	500 SY	2.75	\$1,375.00
Haul away			\$325.00
Floor prep (remove old glue)			\$375.00
Ardex feather finish	10 bags	23.00	\$230.00
Installation	500 SY	4.00	\$2,000.00
<b>Total – phase 1</b>			<b>\$13,747.50</b>
<b>Phase 2 (record, community affairs, admin, briefing room):</b>			
Carpet Tile – to be determined	385 SY	18.00	\$6,930.00
Adhesive	3 pails	88.50	\$265.50
Take up old	385 SY	2.75	\$1,058.75
Haul away			\$250.00
Floor prep (remove old glue)			\$290.00
Ardex feather finish	8 bags	23.00	\$184.00
Installation	385 SY	4.00	\$1,540.00
<b>Total – phase 2</b>			<b>\$10,518.25</b>
<b>Phase 3 (detectives, sergeants, interview):</b>			
Carpet Tile – to be determined	390 SY	18.00	\$7,020.00
Adhesive – carpet tile	3 pails	88.50	\$265.50
Take up old – carpet tile	390 SY	2.75	\$1,072.50
Haul away – carpet tile			\$255.00
<b>(continued next week)</b>			

700 S. 72<sup>nd</sup> Street Omaha, NE 68114  
Phone: 402-392-3430 Fax: 402-392-3455

<b>Floor prep (remove old glue)</b>			<b>\$300.00</b>
<b>Ardex feather finish</b>	<b>8 bags</b>	<b>23.00</b>	<b>\$184.00</b>
<b>Installation – carpet tile</b>	<b>390 SY</b>	<b>4.00</b>	<b>\$1,560.00</b>
<b>Total – phase 3</b>			<b>\$10,657.00</b>
<b>Walk-off Tile (6' into hallway from (2) exits):</b>			
<b>Walk-off Tile – to be determined</b>	<b>10 SY</b>	<b>35.00</b>	<b>\$350.00</b>
<b>Adhesive – walk off tile</b>	<b>1 pail</b>	<b>60.00</b>	<b>\$60.00</b>
<b>Installation – walk off tile</b>	<b>10 SY</b>	<b>4.00</b>	<b>\$40.00</b>
<b>Total walk off tile</b>			<b>\$450.00</b>
<b>LVT (copy room, breakroom):</b>			
<b>LVT – to be determined</b>	<b>700 SF</b>	<b>3.00</b>	<b>\$2,100.00</b>
<b>Adhesive – LVT</b>	<b>1 pail</b>	<b>88.50</b>	<b>\$88.50</b>
<b>Take up old/prep/installation – LVT</b>	<b>700 SF</b>	<b>3.00</b>	<b>\$2,100.00</b>
<b>4" Vinyl cove base – color to be determined</b>	<b>140 LF</b>	<b>0.89</b>	<b>\$124.60</b>
<b>Adhesive – base</b>	<b>4 tubes</b>	<b>6.00</b>	<b>\$24.00</b>
<b>Installation – base</b>	<b>140 LF</b>	<b>1.10</b>	<b>\$154.00</b>
<b>Total – LVT</b>			<b>\$4,591.10</b>
<b>Grand Total</b>			<b>\$39,963.85</b>

**Notes:**

**Costs are subject to change upon firm selections.**

**Tile and LVT quantities to be rounded to next full carton size.**

**Estimate does not include any applicable sales tax.**

**Above estimate is good for 30 days.**

**All bids are based on floors clean and ready for installation. Cleaning up for other trades and scrapping of drywall compound will be billed as floor prep.**

**Customer approval of estimate: \_\_\_\_\_ Date: \_\_\_\_\_**

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 5, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZATION TO REPAIR BASKETBALL BACKSTOP UNITS (6)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SCOTT STOPAK RECREATION DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the repair of six (6) basketball backstop units in the La Vista Community Center by MEYO Enterprises, LLC Ashland, NE, in an amount not to exceed \$18,602.00

**FISCAL IMPACT**

The FY 17/18 Biennial Budget provides funding for such emergency repairs.

**RECOMMENDATION**

Approval.

**BACKGROUND**

While electronically raising one of the basketball backstops recently, the cable broke which resulted in the backstop swinging back into the wall, shattering the glass and causing severe damage to the unit. MEYO Enterprises, LLC was contacted regarding repairs and to service and inspect all of the basketball backstop units and height adjusters in the gym. MEYO provides this service to all of the major school districts in the metro area and is the only local company we are aware of that does this type of work.

Upon completion of the inspection it was determined that in addition to repairing the failed backstop, multiple repairs and the installation of safety devices is required on all six units to ensure safe operation and prevent future failures. The backstops are original equipment to the building

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EMERGENCY REPAIR OF SIX (6) BASKETBALL BACKSTOP UNITS IN THE LA VISTA COMMUNITY CENTER BY MEYO ENTERPRISES, LLC, ASHLAND, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$18,602.00.

WHEREAS, the City Council of the City of La Vista has determined that the repair of the basketball backstop equipment is necessary; and

WHEREAS, the FY17/18 Biennial Budget provides funding for the proposed repairs; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize the emergency repair of six (6) basketball backstop units in the La Vista Community center by MEYO Enterprises, LLC, Ashland, Nebraska, in an amount not to exceed \$18,602.00.

PASSED AND APPROVED THIS 5TH DAY OF JUNE, 2018.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Rachel D. Carl, CMC  
Deputy City Clerk

# MEYO

Enterprises, LLC

2726 Furnas Street  
Ashland, NE 68003  
Phone (402) 660-2911  
Fax 1-(402) 521-2040  
[meyoenterprises@yahoo.com](mailto:meyoenterprises@yahoo.com)

## Bid Submission

Date: May 25, 2018

Ryan South / Program Coordinator City of LaVista Recreation Department 8116 Park View Boulevard La Vista, NE 68128	Service Location Address:  Community Center Gym – Repair unit that fell and add safety strap
---	---

You recently requested pricing information from our Company. Here is our quote:

Quantity	Description	Total Cost
	Purchase knee brace, pivot fitting, saddle clamps, sheaves, backboard, goal, padding and height adjuster (includes shipping for these parts)	\$ 4,325.00
1	Purchase Safety Strap	\$ 595.00
1	Purchase Off-Set Safety Strap Adapter	\$ 197.00
	Purchase Cable	\$ 220.00
	Shipping on above parts	\$ 40.00
	Labor to Install	\$ 3,725.00
	32' Lift Charge (estimate 2 days)	\$ 450.00
	<b>TOTAL</b>	<b>\$ 9,552.00</b>

This is a quotation on the goods named, subject to any sales tax, if applicable. Lift charge is included in bid. Extra clamps, tubing, hardware or fabrication, limit switches set or adjusted, including time and materials, are not included in this bid.

Thank you for giving us the opportunity to bid for your business. We look forward to working with you.

To accept this quotation, sign here and return via facsimile to 1- (402) 521-2040.

---

Signature

---

Date

# MEYO

Enterprises, LLC

2726 Furnas Street  
Ashland, NE 68003  
Phone (402) 660-2911  
Fax 1-(402) 521-2040  
[meyoenterprises@yahoo.com](mailto:meyoenterprises@yahoo.com)

## Revised Bid Submission

Date: May 25, 2018

Ryan South / Program Coordinator City of LaVista Recreation Department 8116 Park View Boulevard La Vista, NE 68128	Service Location Address:  Community Center Gym – add safety straps and replace cable, clamps and sheaves  (for 5 backstops – Unit that fell will be bid separately)
---	--

You recently requested pricing information from our Company. Here is our quote:

Quantity	Description	Total Cost
5	Purchase Safety Straps	\$ 2,975.00
5	Purchase Off-Set Safety Strap Adapters	\$ 975.00
10	1/4" IPI sheaves, bolts and nuts	\$ 175.00
	Purchase Cable	\$ 1,100.00
	Shipping on above parts	\$ 225.00
	Labor to Install	\$ 2,500.00
	Labor to re-square units in ceiling	\$ 500.00
	32' Lift Charge (estimate 2-3 days)	\$ 600.00
	<b>TOTAL</b>	<b>\$9,050.00</b>

This is a quotation on the goods named, subject to any sales tax, if applicable. Lift charge is included in bid. Extra clamps, tubing, hardware or fabrication, limit switches set or adjusted, including time and materials, are not included in this bid.

Thank you for giving us the opportunity to bid for your business. We look forward to working with you.

To accept this quotation, sign here and return via facsimile to 1- (402) 521-2040.

---

Signature

---

Date

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JUNE 5, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CITY COUNCIL WORK SESSION FOLLOW UP	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

**SYNOPSIS**

Staff will provide supplemental information related to items discussed during the City Council work session held on Saturday, February 24, 2018.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

N/A

**BACKGROUND**

On Saturday, February 24, 2018, the Mayor and City Council held a work session with the City's leadership team. Some of the discussion items required additional information which will be presented by staff.