

LA VISTA CITY COUNCIL MEETING AGENDA

February 15, 2022

6:00 p.m.

Harold "Andy" Anderson Council Chamber

La Vista City Hall

8116 Park View Blvd

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **Appointment – Paul Bohn – Civil Service Commission – Fulfill a 5 year term**

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

A. CONSENT AGENDA

1. **Approval of the Agenda as Presented**
2. **Approval of the Minutes of the February 1, 2022 City Council Meeting**
3. **Monthly Financial Report – December 2021**
4. **Request for Payment – City Centre Music Venue, LLC & Astro Theater, LLC – Disbursement of EDP Award Funds – \$268,288.26**
5. **Request for Payment – Heimes Corporation – Construction Services – Thompson Creek – Central Park East - \$96,978.37**
6. **Request for Payment – HDR Engineering Inc. – Professional Services – Project Management – Public Improvements and Other Works - \$3,653.58**
7. **Request for Payment – HGM Associates Inc. – Professional Services – East La Vista Sewer and Pavement Rehabilitation – Phase 2 Final Design – \$91,612.87**
8. **Request for Payment – Felsburg, Holt & Ullevig – Professional Services – 84th Street Traffic Impact Study – \$229.72**
9. **Approval of Claims**

- **Reports from City Administrator and Department Heads**
- **Fourth Quarter Report – Grow Sarpy**
- **Report – Sarpy County Tourism**

B. Resolution – Authorize Agreement – Storm Water Public Education & Outreach

C. Resolution – Award Contract – Ultra-Thin Bonded Asphalt System (UBAS) Services

D. Resolution – Authorize Agreement – 84th Street Signal Improvements

E. Resolution – Approve Change Order No. 1 – Thompson Creek Rehabilitation – Central Park East

F. Discussion - Public Surveillance Cameras

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

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

MINUTE RECORD

No. 729 — REDFIELD DIRECT E2106195KV

**LA VISTA CITY COUNCIL
MEETING
February 1, 2022**

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on February 1, 2022. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Also in attendance were, City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, Chief of Police Lausten, City Clerk Buethe, Director of Public Works Soucie, Director of Administrative Services Pokorny, Community Development Director Fountain, Finance Director Miserez, Recreation Director Stopak and City Engineer Dowse.

A notice of the meeting was given in advance thereof by publication in the Papillion Times on January 19, 2022. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

SERVICE AWARD: KARL MEISTER – 5 YEARS

Mayor Kindig recognized Karl Meister for 5 years of service to the City.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE JANUARY 18, 2022 CITY COUNCIL MEETING
3. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – CENTRAL PARK IMPROVEMENTS – \$7,843.00
4. REQUEST FOR PAYMENT – BENESCH – PROFESSIONAL SERVICES – 96TH & 108TH STREET PAVEMENT REHABILITATION – \$6,021.00
5. REQUEST FOR PAYMENT – BENESCH – PROFESSIONAL SERVICES – 96TH & 108TH STREET PAVEMENT REHABILITATION – \$1,086.00
6. REQUEST FOR PAYMENT – OLSSON – PROFESSIONAL SERVICES – LA VISTA CITY CENTRE PHASE 1 PUBLIC INFRASTRUCTURE – \$1,072.75
7. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – LA VISTA CITY CENTER PARKING STRUCTURE 2 – \$11,938.56
8. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – LA VISTA CITY CENTER PARKING STRUCTURE 2 – \$3,282.00
9. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – LA VISTA CITY CENTER PARKING STRUCTURE 2 – \$11,925.00
10. REQUEST FOR PAYMENT – CITY CENTRE MUSIC VENUE, LLC & ASTRO THEATER, LLC – DISBURSEMENT OF EDP AWARD FUNDS – \$166,420.42
11. RESOLUTION NO. 22-003 – AUTHORIZE AMENDMENT – PRINTING AND MAILING SERVICES

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH COLONIAL PRESS, LA VISTA, NEBRASKA, FOR COMMUNITY EVENT GUIDE PRINTING AND MAILING SERVICES.

WHEREAS, the Mayor and City Council have determined that printing and mailing services for the Community Event Guide are necessary; and

WHEREAS, proposals were solicited, and City Council approved an agreement with Colonial Press, La Vista, NE, on January 21, 2020; and

WHEREAS, it is determined that it is in the best interest of the City of La Vista to extend the agreement through May 31, 2022; and

MINUTE RECORD

February 1, 2022

No. 729 — REDFIELD DIRECT E2106195KV

WHEREAS, the FY21/22 Biennial Budget provides funding for the proposed services;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that an amendment, in a form satisfactory to the City Administrator and City Attorney, be authorized with Colonial Press, La Vista, Nebraska, for Community Event Guide printing and mailing services.

12. APPROVAL OF CLAIMS

4 SEASONS AWARDS, services	47.90
911 CUSTOM LLC, services	387.78
ACI-NEBRASKA CHAPTER, services	35.00
ACTION BATTERIES, maint.	684.14
ACTIVE NETWORK LLC, services	177.87
AKRS EQUIPMENT SOLUTIONS, maint.	244.80
AMAZON, supplies	995.84
ANTHEM SPORTS LLC, services	4,993.44
AT&T MOBILITY LLC, phones	97.68
AWARDS & MORE CO, supplies	52.78
BADGER BODY & TRUCK EQUIP, maint.	44.00
BIBLIOTHECA LLC, media	14.37
BIG RED LOCKSMITHS, services	221.75
BISHOP BUSINESS EQUIPMENT, services	1,317.44
BODY BASICS INC, maint.	36.00
BOK FINANCIAL, bonds	205,982.70
C&H PRECISION WEAPONS LLC, services	124.46
CENTER POINT INC, books	46.14
CENTURY LINK/LUMEN, phones	700.10
CINTAS CORP, services	254.16
CONNER PSYCHOLOGICAL, services	1,540.00
CONTROL MASTERS INC, bld&grnds	1,720.42
COX COMMUNICATIONS INC, services	147.03
CULLIGAN OF OMAHA, supplies	49.00
DANIEL SMITH, refund	15.96
DESIGN WORKSHOP INC, services	11,400.00
DIAMOND VOGEL PAINTS, bld&grnds	258.95
DOUGLAS COUNTY SHERIFF'S OFC, services	175.00
DULTMEIER SALES LLC, maint.	694.19
EBIX INC, supplies	395.50
EDGEWEAR SCREEN PRINTING, apparel	1,849.00
FITZGERALD SCHORR BARMETTLER, services	23,403.00
FLEETPRIDE, maint.	602.28
FOCUS PRINTING, services	454.60
FUN EXPRESS LLC, supplies	221.67
GALE, books	50.23
GENERAL FIRE & SAFETY EQUIP CO, services	162.25
GREATAMERICA FINANCIAL, services	1,127.00
GROSSENBACHER BROTHERS INC, supplies	739.00
GT DISTRIBUTORS INC, supplies	1,869.60
HDR ENGINEERING INC, services	4,095.46
HITOUCHE BUSINESS, supplies	97.62
HOBBY LOBBY STORES INC, supplies	162.23
HY-VEE INC, services	62.00
INDUSTRIAL SALES CO, supplies	34.24
INGRAM LIBRARY SERVICES, books	1,833.10
J & J SMALL ENGINE, services	21.83
KRIHA FLUID POWER, maint.	246.51
LANDS' END BUSINESS OUTFITTERS, apparel	158.77
LARSEN SUPPLY CO, supplies	134.80
LEXIS NEXIS MATTHEW BENDER, services	312.31
LOU'S SPORTING GOODS, supplies	204.00
MATHESON TRI-GAS INC, maint.	46.31

MINUTE RECORD

February 1, 2022

No. 729 -- REDFIELD DIRECT E2108195KV

MATT FRIEND TRUCK EQUIP, maint.	509.15
MENARDS-RALSTON, maint.	290.11
METRO AREA TRANSIT, services	703.00
METRO CHIEFS ASSOC, services	75.00
MUD, utilities	2,573.99
MID-AMERICAN BENEFITS INC, services	660.72
MOBOTREX INC, services	1,400.00
MOSS ADAMS, services	1,239.00
NE DEPT OF LABOR, services	630.50
NE FEDERAL SURPLUS PROPERTY, supplies	1,025.00
NICHOLAS A JEANETTE JR, payroll	150.00
OCLC INC, services	164.44
OFFICE DEPOT INC, supplies	677.05
OPPD, utilities	38,549.94
OMAHA WINNELSON SUPPLY, bld&grnds	285.67
OMAHA WORLD-HERALD, services	2,163.20
OMNI ENGINEERING, services	1,170.40
PAYROLL MAXX, payroll & taxes	370,653.59
PER MAR SECURITY, services	183.57
SAMPSON CONSTRUCTION CO INC, services	186,333.00
SAPP BROS INC, bld&grnds	840.68
SARPY COUNTY FISCAL ADMIN, services	22,354.69
SARPY DOUGLAS LAW ACADEMY, services	6,000.00
SESAC INC, services	513.00
SOUTHERN UNIFORM, apparel	317.94
THE WALDINGER CORP, bld&grnds	1,946.16
THOMPSON DREESSEN & DORNER INC, services	7,845.00
TK ELEVATOR CORP, bld&grnds	1,293.48
TOSHIBA FINANCIAL, services	265.40
TRUCK CENTER COMPANIES, maint.	3,960.89
TY'S OUTDOOR POWER, maint.	663.00
UNITED PARCEL, services	45.41
US BANK NATIONAL ASSOC, supplies	11,495.52
VAL VERDE ANIMAL HOSPITAL INC, services	351.48
VERIZON CONNECT NWF, phones	631.41
VIERREGGER ELECTRIC CO, services	5,003.00
WATCHGUARD INC, services	115.00
WELDON PARTS INC, maint.	52.00
WESTLAKE HARDWARE, bld&grnds	104.84
WOODHOUSE FORD, maint.	55.18
WOODHOUSE SW OMAHA, maint.	79.00

Councilmember Thomas made a motion to approve the consent agenda. Seconded by Councilmember Hale. Councilmember Ronan 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.

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Administrator Gunn reported that the Legislature is back in session and correspondence from the city will be shared with the Mayor & City Council.

Accountant Buurman gave a report on the audit process and that the City was awarded the Certificate of Achievement for Excellence in Financial Reporting.

Communication Manager Beaumont gave a social media report.

Chief of Police Lausten reported on the lateral police officer hiring process.

B. COMPREHENSIVE PLAN AMENDMENT – FUTURE LAND USE MAP – 8001 S. 132ND STREET

MINUTE RECORD

February 1, 2022

No. 729 — REDFIELD DIRECT E2106195KV

1. PUBLIC HEARING

At 6:12 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the proposed Comprehensive Plan Amendment – Future Land Use Map – 8001 S. 132nd Street. Steve LaHood gave an overview of the Well House project.

At 6:17 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

2. ORDINANCE

Councilmember Thomas introduced Ordinance No. 1436 entitled: AN ORDINANCE TO AMEND SECTIONS 1 AND 2 OF ORDINANCE NO. 1404 CODIFIED IN MUNICIPAL CODE SECTIONS 151.01 AND 151.02 TO UPDATE THE COMPREHENSIVE DEVELOPMENT PLAN AND RELATED FUTURE LAND USE MAP; TO REPEAL SECTIONS 1 AND 2 OF ORDINANCE NO. 1404 CODIFIED IN MUNICIPAL CODE SECTIONS 151.01 AND 151.02 AND ANY OTHER CONFLICTING ORDINANCES AS PREVIOUSLY ENACTED, TO PROVIDE FOR SEVERABILITY AND TO PROVIDE FOR THE EFFECTIVE DATE.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1436. Councilmember Frederick seconded the motion. Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

C. ZONING MAP AMENDMENT – 8001 S. 132ND STREET

1. PUBLIC HEARING

At 6:19 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the proposed Zoning Map Amendment – 8001 S. 132nd Street. The applicant, Steve LaHood was present to answer any questions.

At 6:19 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

2. ORDINANCE

Councilmember Thomas introduced Ordinance No. 1437 entitled: AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1437. Councilmember Frederick seconded the motion. Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence

MINUTE RECORD

February 1, 2022

No. 729 — REDFIELD DIRECT E2106195KV

of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

D. STREET NAMING – CENTRAL PARK ACCESS ROAD AND FIRE LANE

1. PUBLIC HEARING

At 6:21 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the proposed Street Naming – Central Park Access Road and Fire Lane.

At 6:21 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

2. ORDINANCE

Councilmember Thomas introduced Ordinance No. 1438 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, NAMING THE CENTRAL PARK ACCESS ROAD AND FIRE LANE AS CENTRAL PARK PLAZA; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1438. Councilmember Quick seconded the motion. Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

E. TEXT AMENDMENTS – BUILDING REGULATIONS & CODE UPDATE

1. PUBLIC HEARING

At 6:22 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the proposed Text Amendments – Building Regulations & Code Update.

At 6:22 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

2. ORDINANCE

Councilmember Thomas introduced Ordinance No. 1439 entitled: AN ORDINANCE TO AMEND SECTIONS 150.01, 150.02, 150.03, 150.04 and 151.05 OF THE LA VISTA MUNICIPAL RELATING TO STANDARD CODES AND REGULATION OF BUILDINGS, STRUCTURES, MECHANICAL, PROPERTY MAINTENANCE, PLUMBING, ELECTRICAL AND RELATED WORK, MATERIALS AND REQUIREMENTS: TO REPEAL SECTIONS 150.01, 150.02, 150.03 150.04 AND 150.05 AS PREVIOUSLY ENACTED, TO PROVIDE FOR SEVERABILITY AND TO PROVIDE FOR THE EFFECTIVE DATE.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1439. Councilmember Frederick seconded the motion. Upon roll call vote the following

MINUTE RECORD

February 1, 2022

No. 729 – REDFIELD DIRECT E2106195KV

Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

F. AMEND VARIOUS SECTIONS OF THE LA VISTA MUNICIPAL CODE

1. ORDINANCE – AMEND SECTION 30.46

Councilmember Thomas introduced Ordinance No. 1440 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, TO AMEND MUNICIPAL CODE SECTION 30.46; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1440. Councilmember Quick seconded the motion. Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

2. ORDINANCE – AMEND SECTION 31.21

Councilmember Thomas introduced Ordinance No. 1441 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA TO AMEND MUNICIPAL CODE SECTION 31.21; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1441. Councilmember Quick seconded the motion. Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

3. ORDINANCE – AMEND SECTION 32.02

Councilmember Thomas introduced Ordinance No. 1442 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, TO AMEND MUNICIPAL CODE SECTION 32.02; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1442. Councilmember Quick seconded the motion. Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and

MINUTE RECORD

February 1, 2022

No. 729 – REDFIELD DIRECT E2106195KV

adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

4. ORDINANCE – AMEND SECTIONS 33.16 AND 33.57

Councilmember Thomas introduced Ordinance No. 1443 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, TO AMEND MUNICIPAL CODE SECTIONS 33.16 AND 33.57; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1443. Councilmember Quick seconded the motion. Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

5. ORDINANCE – AMEND SECTIONS 35.09, 35.47, 35.48 AND 35.50

Councilmember Thomas introduced Ordinance No. 1444 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, TO AMEND MUNICIPAL CODE SECTIONS 35.09, 35.47, 35.48 AND 35.50; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1444. Councilmember Quick seconded the motion. Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

6. ORDINANCE – AMEND SECTIONS 95.15, 95.32 AND 95.47

Councilmember Thomas introduced Ordinance No. 1445 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, TO AMEND MUNICIPAL CODE SECTIONS 95.15, 95.32 AND 95.47 TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1445. Councilmember Quick seconded the motion. Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence

MINUTE RECORD

February 1, 2022

No. 729 – REDFIELD DIRECT E2106195KV

of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

7. ORDINANCE – AMEND SECTIONS 119.01, 119.02 AND 119.03

Councilmember Thomas introduced Ordinance No. 1446 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, TO AMEND MUNICIPAL CODE SECTIONS 119.01, 119.02 AND 119.03; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1446. Councilmember Quick seconded the motion. Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

8. ORDINANCE – AMEND SECTION 133.05

Councilmember Thomas introduced Ordinance No. 1447 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, TO AMEND MUNICIPAL CODE SECTION 133.05; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1447. Councilmember Quick seconded the motion. Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

G. RESOLUTION – AUTHORIZE AMENDMENT NO. 1 – PROFESSIONAL SERVICES AGREEMENT – PLACEMAKING AND LANDSCAPING DESIGN SERVICES FOR LA VISTA CIVIC AREAS

Councilmember Thomas introduced and moved for the adoption of Resolution No. 22-004 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH RDG PLANNING AND DESIGN, OMAHA, NEBRASKA, FOR ADDITIONAL PROFESSIONAL SERVICES ASSOCIATED WITH FINAL DESIGN AND CONSTRUCTION OF THE LINK IN AN AMOUNT NOT TO EXCEED \$900,930.

WHEREAS, the Mayor and City Council of the City of La Vista determined that professional placemaking and landscape design services for the 84th Street corridor were necessary; and

WHEREAS, an RFP process was completed and on January 2, 2019, the City Council selected RDG Planning and Design as the firm to provide said placemaking and landscape design services; and

WHEREAS, subsequently a detailed scope of work and terms of an agreement were negotiated with RDG and approved by the City Council on June 4, 2019; and

MINUTE RECORD

February 1, 2022

No. 729 — REDFIELD DIRECT E2106195KV

WHEREAS, the agreed upon scope was divided into two phases for this project and phase one services have been completed; and

WHEREAS, the FY21/22 Biennial Budget contains funding for this project; and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska do hereby approve amendment No. 1 to the professional services agreement with RDG Planning and Design, Omaha, Nebraska to provide additional professional services associated with final design and construction of The Link in an amount not to exceed \$900,930.

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

H. RESOLUTION – APPROVE CONSTRUCTION MANAGER AT RISK CONTRACT – JE DUNN CONSTRUCTION COMPANY

Councilmember Frederick introduced and moved for the adoption of Resolution No. 22-005 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF THE CONSTRUCTION MANAGER AT RISK CONTRACT FOR PRECONSTRUCTION SERVICES WITH JE DUNN CONSTRUCTION COMPANY, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$15,000.

WHEREAS, the Mayor and City Council have determined that preconstruction and construction services for the Central Park Pavilion and Site Improvement Project are necessary; and

WHEREAS, the FY21/22 Biennial Budget provides funding for the proposed services;

WHEREAS, on September 21, 2021, City Council approved contract negotiations to begin with JE Dunn Construction; and

WHEREAS, Guaranteed Maximum Price to be established as part of the preconstruction efforts and will be added to this agreement by way of a Contract Amendment;

NOW, THEREFORE BE IT RESOLVED, the Mayor and City Council hereby adopt and approve the following:

1. A proposed contract with JE Dunn, comprised of the Standard Form of Agreement Between Owner and Construction Manager as Constructor and the General Conditions of the Contract for Construction, is presented at this meeting ("Contract").
2. The Contract is adopted and approved, subject to any additions, subtractions, or modifications as the City Administrator or City Engineer determines necessary or appropriate in consultation with the City Attorney.
3. The Mayor or any designee of the Mayor is authorized to execute the Contract.

The Mayor, City Administrator, City Engineer, or any designee of the Mayor, City Administrator, or City Engineer shall be authorized to take any action on behalf of the City as necessary or appropriate to carry out the Contract or actions approved in this Resolution.

BE IT FURTHER RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that a Construction Manager at Risk contract, in a form satisfactory to the City Administrator and City Attorney, be authorized with JE Dunn Construction Company, Omaha, Nebraska for preconstruction services in an amount not to exceed \$15,000.

MINUTE RECORD

February 1, 2022

No. 729 – REDFIELD DIRECT E2106195KV

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

I. RESOLUTION – AUTHORIZE CONSULTANT SELECTION – LAND USE PLAN AND MARKET ANALYSIS

Councilmember Sell introduced and moved for the adoption of Resolution No. 22-006 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE SELECTION OF RDG PLANNING – DESIGN AND GRUEN GRUEN & ASSOCIATES AND THE NEGOTIATION OF A CONTRACT FOR THE PREPARATION OF A NEW LAND USE PLAN AND MARKET ANALYSIS FOR THE CITY OF LA VISTA IN AN AMOUNT NOT TO EXCEED \$40,000.

WHEREAS, the City Council of the City of La Vista has determined that the selection of a consultant for the preparation of a new Land Use Plan and Market Analysis is necessary; and

WHEREAS, the FY21/22 Biennial Budget contains funding for this project; and

WHEREAS, City Administration and Community Development staff have interviewed and recommended the selection of the consulting team of RDG Planning-Design and Gruen Gruen and Associates; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize the selection of this Consultant Team and the negotiation of a contract for the preparation of a new Land Use Plan and Market Analysis subject to any modifications the City Administrator or her designee determines necessary.

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 – AUTHORIZE PURCHASE – PORTABLE RADIOS

Councilmember Frederick introduced and moved for the adoption of Resolution No. 22-007 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AWARDING A CONTRACT TO MOTOROLA SOLUTIONS, CHICAGO, IL, FOR THE PURCHASE OF FOUR (4) MOTOROLA APX 6000 PORTABLE RADIOS IN AN AMOUNT NOT TO EXCEED \$25,050.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of new Motorola radios and accessories is necessary, and

WHEREAS, the FY21/22 Biennial Budget provides funding for the proposed purchase, and

WHEREAS, Motorola Solutions is a sole source vendor and will extend that price to the City of La Vista, and

WHEREAS, Motorola Solutions is a highly qualified specialty public safety communications provider, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby accept the requisition and authorize the purchase of four (4) Motorola APX 6000 portable radios from Motorola Solutions, Chicago, IL, in an amount not to exceed \$25,050.

MINUTE RECORD

February 1, 2022

No. 729 — REDFIELD DIRECT E2106195KV

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

K. RESOLUTION – AUTHORIZE REQUEST FOR BIDS – EAST LA VISTA SEWER REHABILITATION

Councilmember Quick introduced and moved for the adoption of Resolution No. 22-008 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR THE EAST LA VISTA SEWER REHABILITATION.

WHEREAS, the Mayor and Council have determined that the East La Vista Sewer and Pavement Project is necessary; and

WHEREAS, the FY21/22 Biennial Budget provides funding for the proposed project; and

WHEREAS, the schedule for awarding this contract is as follows:

Publish Notice to Contractors February 9, 2022 and February 16, 2022

Open Bids March 4, 2022 at 10:00am at City Hall

City Council Award Contract March 15, 2022

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska hereby authorize the advertisement for bids for the East La Vista Sewer Rehabilitation.

Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, 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.

COMMENTS FROM MAYOR AND COUNCIL

There were no comments from the Mayor or Council.

At 6:38 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 15TH DAY OF FEBRUARY 2022.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Three Month Ending December 30, 2021
25% of the Fiscal Year 2022

A-3

	Total All Funds					% of Budget Used
	<u>Budget</u> (12 month)	<u>Three MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	Over(under) <u>Budget</u>		
OPERATING REVENUES						
General Fund	\$ 22,251,240	\$ 180,720	\$ 2,342,578	\$ (19,908,662)	11%	
Sewer Fund	4,681,710	349,638	1,328,911	(3,352,799)	28%	
Debt Service Fund	3,821,553	(104,577)	481,953	(3,339,600)	13%	
Capital Improvement Program Fund	664	109	2,236	1,572	337%	
Lottery Fund	1,361,363	107,619	328,120	(1,033,243)	24%	
Economic Development Fund	108	632	1,653	1,545	1530%	
Off Street Parking Fund	32,028	516	8,287	(23,741)	26%	
Redevelopment Fund	2,312,099	(147,082)	345,128	(1,966,971)	15%	
Police Academy	172,058	26	154,418	(17,640)	90%	
TIF 1A	514,534	-	-	(514,534)	0%	
TIF 1B	806,735	-	-	(806,735)	0%	
Sewer Reserve Fund	1,799	-	1,730	(69)	96%	
Qualified Sinking Fund	1,848	133	391	(1,457)	21%	
Total Operating Revenues	35,957,739	387,733	4,995,403	(30,962,336)	14%	
OPERATING EXPENDITURES						
General Fund	21,129,107	1,314,958	3,983,708	(17,145,399)	19%	
Sewer Fund	4,312,258	264,601	841,976	(3,470,282)	20%	
Debt Service Fund	3,458,428	2,524,270	2,731,600	(726,828)	79%	
Capital Improvement Program Fund	-	-	-	-	0%	
Lottery Fund	756,877	38,428	115,033	(641,844)	15%	
Economic Development Fund	48,426	-	76,430	28,004	158%	
Off Street Parking Fund	1,265,821	546,779	581,315	(684,506)	46%	
Redevelopment Fund	1,560,866	9,575	71,128	(1,489,738)	5%	
Police Academy	192,250	10,818	28,206	(164,044)	15%	
TIF 1A	514,534	-	136,153	(378,381)	26%	
TIF 1B	806,735	-	53,192	(753,543)	7%	
Sewer Reserve Fund	-	-	-	-	0%	
Qualified Sinking Fund	-	-	-	-	0%	
Total Operating Expenditures	34,045,302	4,709,430	8,618,741	(25,426,561)	25%	
OPERATING REVENUES NET OF EXPENDITURES						
General Fund	1,122,133	(1,134,238)	(1,641,130)	(2,763,263)		
Sewer Fund	369,452	85,037	486,935	117,483		
Debt Service Fund	363,125	(2,628,847)	(2,249,647)	(2,612,772)		
Capital Improvement Program Fund	664	109	2,236	1,572		
Lottery Fund	604,486	69,190	213,087	(391,399)		
Economic Development Fund	(48,318)	632	(74,777)	(26,459)		
Off Street Parking Fund	(1,233,793)	(546,264)	(573,028)	660,765		
Redevelopment Fund	751,233	(156,658)	274,000	(477,233)		
Police Academy	(20,192)	(10,792)	126,212	146,404		
TIF 1A	-	-	(136,153)	(136,153)		
TIF 1B	-	-	(53,192)	(53,192)		
Sewer Reserve Fund	1,799	-	1,730	(69)		
Qualified Sinking Fund	1,848	133	391	(1,457)		
Operating Revenues Net of Expenditures	1,912,437	(4,321,697)	(3,623,338)	(5,535,775)	-	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Three Month Ending December 30, 2021
25% of the Fiscal Year 2022

	Total All Funds				
	<u>Budget</u> (12 month)	<u>Three MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	Over(under) <u>Budget</u>	% of Budget <u>Used</u>
<u>OTHER FINANCING SOURCES & USES</u>					
<u>TRANSFERS IN</u>					
General Fund	407,210	-	-	(407,210)	0%
Sewer Fund	1,450,150	-	-	(1,450,150)	0%
Debt Service Fund	679,775	-	-	(679,775)	0%
Capital Improvement Program Fund	1,341,000	-	-	(1,341,000)	0%
Lottery Fund	-	-	-	-	-
Economic Development Fund	-	-	-	-	-
Off Street Parking Fund	1,233,847	555,833	555,833	(678,014)	45%
Redevelopment Fund	-	-	-	-	-
Police Academy	-	-	-	-	-
TIF 1A	-	-	-	-	-
TIF 1B	-	-	-	-	-
Sewer Reserve Fund	-	-	-	-	-
Qualified Sinking Fund	125,000	-	-	(125,000)	0%
Total Transfers In	5,236,982	555,833	555,833	(4,681,149)	11%
<u>TRANSFERS OUT</u>					
General Fund	(1,300,609)	(22,109)	(22,109)	1,278,500	2%
Sewer Fund	-	-	-	-	-
Debt Service Fund	(1,824,013)	(533,724)	(533,724)	1,290,289	29%
Capital Improvement Program Fund	-	-	-	-	-
Lottery Fund	(662,360)	-	-	662,360	0%
Economic Development Fund	-	-	-	-	-
Off Street Parking Fund	-	-	-	-	-
Redevelopment Fund	-	-	-	-	-
Police Academy	-	-	-	-	-
TIF 1A	-	-	-	-	-
TIF 1B	-	-	-	-	-
Sewer Reserve Fund	(1,450,000)	-	-	1,450,000	0%
Qualified Sinking Fund	-	-	-	-	-
Total Transfers Out	(5,236,982)	(555,833)	(555,833)	4,681,149	11%
<u>NET TRANSFERS</u>					
General Fund	(893,399)	(22,109)	(22,109)	871,290	2%
Sewer Fund	1,450,150	-	-	(1,450,150)	0%
Debt Service Fund	(1,144,238)	(533,724)	(533,724)	610,514	47%
Capital Improvement Program Fund	1,341,000	-	-	(1,341,000)	0%
Lottery Fund	(662,360)	-	-	662,360	0%
Economic Development Fund	-	-	-	-	-
Off Street Parking Fund	1,233,847	555,833	555,833	(678,014)	45%
Redevelopment Fund	-	-	-	-	-
Police Academy	-	-	-	-	-
TIF 1A	-	-	-	-	-
TIF 1B	-	-	-	-	-
Sewer Reserve Fund	(1,450,000)	-	-	1,450,000	0%
Qualified Sinking Fund	125,000	-	-	(125,000)	0%
Total Net Transfers	-	-	-	-	-

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Three Month Ending December 30, 2021
25% of the Fiscal Year 2022

	Total All Funds				
	<u>Budget</u> (12 month)	<u>Three MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	Over(<u>under</u>) <u>Budget</u>	% of Budget <u>Used</u>

OTHER REVENUE: BOND PROCEEDS

Sewer Fund	4,000,000	-	-	(4,000,000)	0%
Capital Improvement Program Fund	-	-	-	-	-
Economic Development Fund	3,000,000	-	3,080,000	80,000	103%
Off Street Parking Fund	12,500,000	-	-	(12,500,000)	0%
Redevelopment Fund	15,567,000	-	-	(15,567,000)	0%
Total Bond Proceeds	35,067,000	-	3,080,000	(31,987,000)	9%

OTHER EXPENDITURES: CAPITAL IMPROVEMENT PROGRAM

Sewer Fund	5,720,000	-	85,187	(5,634,813)	1%
Capital Improvement Program Fund	4,306,000	193,593	390,127	(3,915,873)	9%
Off Street Parking Fund	9,500,000	11,939	34,804	(9,465,196)	0%
Redevelopment Fund	10,689,000	22,668	49,245	(10,639,755)	0%
Total Capital Improvement Program	30,215,000	228,200	559,362	(29,655,638)	2%

OTHER EXPENDITURES: EDP GRANT

Economic Development Fund	8,088,312	-	-	(8,088,312)	0%
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NET FUND ACTIVITY

General Fund	228,734	(1,156,347)	(1,663,240)	(1,891,974)
Sewer Fund	99,602	85,037	401,747	302,145
Debt Service Fund	(781,113)	(3,162,571)	(2,783,371)	(2,002,258)
Capital Improvement Program Fund	(2,964,336)	(193,484)	(387,891)	2,576,445
Lottery Fund	(57,874)	69,190	213,087	270,961
Economic Development Fund	(5,136,630)	632	3,005,223	8,141,853
Off Street Parking Fund	3,000,054	(2,369)	(51,999)	(3,052,053)
Redevelopment Fund	5,629,233	(179,326)	224,756	(5,404,477)
Police Academy	(20,192)	(10,792)	126,212	146,404
TIF 1A	-	-	(136,153)	(136,153)
TIF 1B	-	-	(53,192)	(53,192)
Sewer Reserve Fund	(1,448,201)	-	1,730	1,449,931
Qualified Sinking Fund	126,848	133	391	(126,457)
Net Activity	\$ (1,323,875)	(4,549,896)	(1,102,700)	221,175

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Three Month Ending December 30, 2021
25% of the Fiscal Year 2022

<u>FUND BALANCE</u>	Total All Funds				
	<u>Budget</u> <u>(12 month)</u>	<u>Three MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>
Ending Fund Balance					
	<u>As of 9/30/2022</u>		<u>As of 12/30/2021</u>	<u>Variance</u>	<u>Notes</u>
General Fund	11,313,174		9,041,012	(2,272,162)	
Sewer Fund	1,734,585		2,881,807	1,147,222	
Debt Service Fund	2,506,501		787,800	(1,718,701)	
Capital Improvement Program Fund	356,814		3,270,698	2,913,884	Bond Proceeds
Lottery Fund	4,475,677		4,744,072	268,395	
Economic Development Fund	104,799		8,514,716	8,409,917	Grant to be paid
Off Street Parking Fund	3,030,802		(36,351)	(3,067,153)	Bond not issued
Redevelopment Fund	10,015,720		4,751,120	(5,264,600)	Bond not issued
Police Academy	58,925		206,091	147,166	Annual Fee
TIF 1A	-		-	-	
TIF 1B	-		-	-	
Sewer Reserve Fund	512,858		1,962,342	1,449,484	Transfer Out
Qualified Sinking Fund	529,020		402,762	(126,258)	Transfer In
Net Fund Balance	34,638,875	-	36,526,070	1,887,195	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Three Month Ending December 30, 2021
25% of the Fiscal Year 2022

	General Fund				
	<u>Budget</u> (12 month)	<u>Three MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>
REVENUES					
Property Taxes	\$ 10,446,706	\$ 51,675	\$ 247,642	\$ (10,199,064)	2%
Sales and use taxes	4,566,703	(296,759)	682,896	(3,883,807)	15%
Payments in Lieu of taxes	197,077	-	-	(197,077)	0%
State revenue	1,871,045	150,264	504,487	(1,366,558)	27%
Occupation and franchise taxes	898,547	82,698	166,373	(732,174)	19%
Hotel Occupation Tax	730,361	41,615	183,152	(547,209)	25%
Licenses and permits	433,186	24,311	178,071	(255,115)	41%
Interest income	30,801	1,819	6,559	(24,242)	21%
Recreation fees	171,782	3,366	31,253	(140,529)	18%
Special Services	24,000	1,515	4,912	(19,088)	20%
Grant Income	1,748,848	3,279	25,809	(1,723,039)	1%
Other	1,132,184	116,938	311,426	(820,758)	28%
Total Revenues	22,251,240	180,720	2,342,578	(19,908,662)	11%
EXPENDITURES					
Administrative Services	613,636	44,207	131,530	(482,106)	21%
Mayor and Council	238,915	9,697	38,525	(200,390)	16%
Boards & Commissions	6,335	22	416	(5,919)	7%
Building Maintenance	764,982	29,922	65,205	(699,777)	9%
Administration	738,737	62,890	165,940	(572,797)	22%
Police and Animal Control	5,644,591	415,620	1,226,063	(4,418,528)	22%
Fire	2,608,425	216,718	650,149	(1,958,276)	25%
Community Development	743,511	47,113	141,839	(601,672)	19%
Public Works	4,436,712	248,135	721,576	(3,715,136)	16%
Recreation	931,897	47,331	151,226	(780,671)	16%
Library	1,069,905	59,769	184,777	(885,128)	17%
Information Technology	464,863	32,010	77,577	(387,286)	17%
Human Resources	1,076,076	41,459	173,853	(902,223)	16%
Public Transportation	115,430	5,331	17,780	(97,650)	15%
Finance	603,025	25,854	159,143	(443,882)	26%
Communication	307,110	9,469	34,284	(272,826)	11%
Capital outlay	764,957	19,413	43,825	(721,132)	6%
Total Expenditures	21,129,107	1,314,958	3,983,708	(17,145,399)	19%
REVENUES NET OF EXPENDITURES	1,122,133	(1,134,238)	(1,641,130)	(2,763,263)	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (Lottery)	407,210	-	-	(407,210)	0%
Operating transfers out (DSF, OSP, CIP)	(1,300,609)	(22,109)	(22,109)	1,278,500	2%
Total other Financing Sources (Uses)	(893,399)	(22,109)	(22,109)	871,290	
NET FUND ACTIVITY	\$ 228,734	\$ (1,156,347)	\$ (1,663,239.6)	\$ (1,891,974)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS
For the Three Month Ending December 30, 2021
25% of the Fiscal Year 2022

	Sewer Fund					% of Budget Used
	<u>Budget</u> (12 month)	<u>Three MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>		
<u>REVENUES</u>						
User fees	\$ 4,553,306	\$ 348,362	\$ 1,230,647	\$ (3,322,659)		27%
Service charge and hook-up fees	123,613	944	95,967	(27,646)		78%
Miscellaneous	20	2	11	(9)		53%
Total Revenues	4,676,939	349,308	1,326,625	(3,350,314)		28%
<u>EXPENDITURES</u>						
Personnel Services	665,251	39,133	122,768	(542,483)		18%
Commodities	35,356	1,072	6,878	(28,478)		19%
Contract Services	3,159,657	223,771	708,407	(2,451,250)		22%
Maintenance	39,084	241	3,540	(35,544)		9%
Other	34,730	384	384	(34,346)		1%
Storm Water	58,180	-	-	(58,180)		0%
Capital Outlay	250,000	-	-	(250,000)		0%
Debt service						
Principal	-	-	-	-		0%
Interest	70,000	-	-	(70,000)		0%
Total Expenditures	4,312,258	264,601	841,976	(3,470,282)		20%
OPERATING INCOME (LOSS)	364,681	84,708	484,649	119,968		Note 1
<u>NON-OPERATING REVENUE (EXPENSE)</u>						
Interest income	4,771	329	2,286	(2,485)		48%
	4,771	329	2,286	(2,485)		48%
INCOME (LOSS) BEFORE OPERATING TRANSFERS	369,452	85,037	486,935	117,482		
<u>OTHER FINANCING SOURCES (USES)</u>						
Operating transfers in (Sewer Reserve Fund & Lottery Events)	1,450,150	-	-	(1,450,150)		0%
Operating transfers out (CIP & Sewer Reserve Fund)	-	-	-	-		0%
Bond/registered warrant proceeds	4,000,000	-	-	(4,000,000)		0%
Capital Improvement	(5,720,000)	-	(85,187)	5,634,813		1%
Total other Financing Sources (Uses)	(269,850)	-	(85,187)	184,663		32%
NET INCOME (LOSS)	\$ 99,602	\$ 85,037	\$ 401,747	\$ 302,145		

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Three Month Ending December 30, 2021
25% of the Fiscal Year 2022

	Debt Service Fund					% of Budget Used
	<u>Budget</u> (12 month)	<u>Three MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>		
REVENUES						
Property Taxes	\$ 1,009,029	\$ 1,424	\$ 13,047	\$ (995,982)		1%
Sales and use taxes	2,283,352	(148,380)	341,448	(1,941,904)		15%
Payments in Lieu of taxes	19,707	-	-	(19,707)		0%
Other (Special Assessments; Fire Reimbursement)	504,517	42,043	126,129	(378,388)		25%
Interest income	4,948	336	1,329	(3,619)		27%
Total Revenues	3,821,553	(104,577)	481,953	(3,339,600)		13%
EXPENDITURES						
Administration	25,670	564	1,178	(24,492)		5%
Fire Contract Bond	218,096	18,175	54,525	(163,571)		25%
Debt service						
Principal	2,740,000	2,275,000	2,440,000	(300,000)		89%
Interest	474,662	230,531	235,897	(238,765)		50%
Total Expenditures	3,458,428	2,524,270	2,731,600	(726,828)		79%
REVENUES NET OF EXPENDITURES	363,125	(2,628,847)	(2,249,647)	(2,612,772)		
OTHER FINANCING SOURCES (USES)						
Operating transfers in (GF Hwy Alloc)	679,775	-	-	(679,775)		0%
Operating transfers out (CIP, OSP)	(1,824,013)	(533,724)	(533,724)	1,290,289		29%
Total other Financing Sources (Uses)	(1,144,238)	(533,724)	(533,724)	610,514		
NET FUND ACTIVITY	\$ (781,113)	\$ (3,162,571)	\$ (2,783,371)	\$ (2,002,258)		

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Three Month Ending December 30, 2021
25% of the Fiscal Year 2022

	Capital Fund					% of Budget Used
	Budget (12 month)	Three MTD Actual	YTD Actual	Over(under) Budget		
REVENUES						
Interest income	\$ 664	\$ 109	\$ 2,236	\$ 1,572		337%
Grant income	-	-	-	-		0%
Special assessment	-	-	-	-		0%
Other income	-	-	-	-		0%
Total Revenues	664	109	2,236	1,572		337%
EXPENDITURES						
Administration	-	-	-	-		0%
Other	-	-	-	-		0%
Total Expenditures	-	-	-	-		0%
REVENUES NET OF EXPENDITURES	664	109	2,236	1,572		
OTHER FINANCING SOURCES (USES)						
Operating transfers in (GF, DSF)	1,341,000	-	-	(1,341,000)		0%
Operating transfers out (DSF)	-	-	-	-		0%
Bond/registered warrant proceeds	-	-	-	-		0%
Capital outlay	(4,306,000)	(193,593)	(390,127)	3,915,873		9%
Total other Financing Sources (Uses)	(2,965,000)	(193,593)	(390,127)	2,574,873		
NET FUND ACTIVITY	\$ (2,964,336)	\$ (193,484)	\$ (387,891)	\$ 2,576,445		

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Three Month Ending December 30, 2021
25% of the Fiscal Year 2022

	Lottery Fund					% of Budget Used
	<u>Budget</u> (12 month)	<u>Three MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>		
<u>REVENUES</u>						
Lottery Rev/Community Betterment	\$ 1,000,000	\$ 78,825	\$ 243,298	\$ (756,702)		24%
Lottery Tax Form 51	347,826	27,660	80,404	(267,422)		23%
Interest income	13,537	1,134	3,768	(9,769)		28%
Miscellaneous / Other	-	-	650	650		0%
Total Revenues	1,361,363	107,619	328,120	(1,033,243)		24%
<u>EXPENDITURES</u>						
Professional Services	139,040	6,324	13,102	(125,938)		9%
Salute to Summer	152,182	-	138	(152,044)		0%
Community Events	44,924	4,445	19,057	(25,867)		42%
Events - Marketing	60,341	-	2,333	(58,008)		4%
Recreation Events	1,564	-	-	(1,564)		0%
Concert & Movie Nights	11,000	-	-	(11,000)		0%
State Taxes	347,826	27,660	80,404	(267,422)		23%
Total Expenditures	756,877	38,428	115,033	(641,844)		15%
REVENUES NET OF EXPENDITURES	604,486	69,190	213,087	(391,399)		
<u>OTHER FINANCING SOURCES (USES)</u>						
Operating transfers in	-	-	-	-		
Operating transfers out (GF, SF, DSF)	(662,360)	-	-	662,360		0%
Total other Financing Sources (Uses)	(662,360)	-	-	662,360		0%
NET FUND ACTIVITY	\$ (57,874)	\$ 69,190	\$ 213,087	\$ 270,961		

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Three Month Ending December 30, 2021
25% of the Fiscal Year 2022

	Economic Development				
	<u>Budget</u> (12 month)	<u>Three MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	Over(under) <u>Budget</u>	% of Budget <u>Used</u>
<u>REVENUES</u>					
Other Income	\$ -	\$ -	\$ -	\$ -	0%
Interest income	<u>108</u>	<u>632</u>	<u>1,653</u>	<u>1,545</u>	<u>1530%</u>
Total Revenues	<u>108</u>	<u>632</u>	<u>1,653</u>	<u>1,545</u>	<u> </u>
<u>EXPENDITURES</u>					
Professional Services	500	-	76,430	75,930	15286%
Debt service: (Warrants)					
Principal	-	-	-	-	0%
Interest	<u>47,926</u>	<u>-</u>	<u>-</u>	<u>(47,926)</u>	<u>0%</u>
Total Expenditures	<u>48,426</u>	<u>-</u>	<u>76,430</u>	<u>28,004</u>	<u>158%</u>
<u>REVENUES NET OF EXPENDITURES</u>	<u>(48,318)</u>	<u>632</u>	<u>(74,777)</u>	<u>(26,459)</u>	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in (GF, DSF)	-	-	-	-	0%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	<u>3,000,000</u>	<u>-</u>	<u>3,080,000</u>	<u>80,000</u>	<u>103%</u>
Community Development - Grant Payments	<u>143,570</u>	<u>-</u>	<u>-</u>	<u>(143,570)</u>	<u>0%</u>
Community Development - Grant Disbursements	<u>(8,231,882)</u>	<u>-</u>	<u>-</u>	<u>8,231,882</u>	<u>0%</u>
Total other Financing Sources (Uses)	<u>(5,088,312)</u>	<u>-</u>	<u>3,080,000</u>	<u>8,168,312</u>	<u>-61%</u>
<u>NET FUND ACTIVITY</u>	<u>\$ (5,136,630)</u>	<u>\$ 632</u>	<u>\$ 3,005,223</u>	<u>\$ 8,141,853</u>	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Three Month Ending December 30, 2021
25% of the Fiscal Year 2022

	Off Street Parking					% of Budget Used
	Budget (12 month)	Three MTD Actual	YTD Actual	Over(under) Budget		
REVENUES						
Garage fees	\$ 29,000	\$ 333	\$ 8,020	\$ (20,981)		28%
Other income (Charging Stations)	-	181	266	266		0%
Interest income	3,028	1	1	(3,027)		0%
Total Revenues	32,028	516	8,287	(23,741)		26%
EXPENDITURES						
General & Administrative	18,608	927	7,902	(10,706)		42%
Professional Services	177,780	11,689	35,165	(142,615)		20%
Maintenance	15,700	539	4,624	(11,076)		29%
Commodities	11,000	-	-	(11,000)		0%
Debt service:						
Principal	710,000	510,000	510,000	(200,000)		72%
Interest	332,733	23,624	23,624	(309,109)		7%
Total Expenditures	1,265,821	546,779	581,315	(684,506)		46%
REVENUES NET OF EXPENDITURES	(1,233,793)	(546,264)	(573,028)	660,765		
OTHER FINANCING SOURCES (USES)						
Operating transfers in (GF, DSF, RDF)	1,233,847	555,833	555,833	(678,014)		45%
Operating transfers out	-	-	-	-		0%
Bond/registered warrant proceeds	12,500,000	-	-	(12,500,000)		0%
Capital Improvement	(9,500,000)	(11,939)	(34,804)	9,465,196		0%
Total other Financing Sources (Uses)	4,233,847	543,895	521,030	(3,712,817)		12%
NET FUND ACTIVITY	\$ 3,000,054	\$ (2,369)	\$ (51,999)	\$ (3,052,053)		

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Three Month Ending December 30, 2021
25% of the Fiscal Year 2022

	Redevelopment Fund					% of Budget Used
	Budget (12 month)	Three MTD Actual	YTD Actual	Over(under) Budget		
REVENUES						
Sales and use taxes	\$ 2,283,352	\$ (148,380)	\$ 341,448	\$ (1,941,904)		15%
Franchise Fee & Occupation Tax	100	35	64	(36)		64%
Interest income	28,647	1,263	3,617	(25,030)		13%
Total Revenues	2,312,099	(147,082)	345,128	(1,966,971)		15%
EXPENDITURES						
Professional Services	100,000	-	34,999	(65,001)		35%
Financial / Legal Fees	111,250	9,575	36,129	(75,121)		32%
Debt service: (Warrants)						0%
Principal	705,000	-	-	(705,000)		0%
Interest	644,616	-	-	(644,616)		0%
Total Expenditures	1,560,866	9,575	71,128	(1,489,738)		5%
REVENUES NET OF EXPENDITURES	751,233	(156,658)	274,000	(477,233)		
OTHER FINANCING SOURCES (USES)						
Operating transfers in	-	-	-	-		0%
Operating transfers out (OSP)	-	-	-	-		0%
Bond/registered warrant proceeds	15,567,000	-	-	(15,567,000)		0%
Capital Improvement	(10,689,000)	(22,668)	(49,245)	10,639,755		0%
Total other Financing Sources (Uses)	4,878,000	(22,668)	(49,245)	(4,927,245)		
NET FUND ACTIVITY	\$ 5,629,233	\$ (179,326)	\$ 224,756	\$ (5,404,477)		

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Three Month Ending December 30, 2021
25% of the Fiscal Year 2022

Police Academy Fund

	<u>Budget</u> (12 month)	<u>Three MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
REVENUES					
Academy income	\$ 172,000	\$ -	\$ 154,375	\$ (17,625)	90%
Interest income	58	26	43	(15)	73%
Other income	-	-	-	-	0%
Total Revenues	172,058	26	154,418	(17,640)	90%
EXPENDITURES					
Personnel Services	174,230	8,081	24,201	(150,029)	14%
Commodities	2,150	1,865	2,045	(105)	95%
Contract Services	11,070	872	1,902	(9,168)	17%
Other Charges	4,800	-	57	(4,743)	1%
Total Expenditures	192,250	10,818	28,206	(164,044)	15%
REVENUES NET OF EXPENDITURES	(20,192)	(10,792)	126,212	146,404	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (GF)	-	-	-	-	0%
Operating transfers out	-	-	-	-	0%
Total other Financing Sources (Uses)	-	-	-	-	
NET FUND ACTIVITY	\$ (20,192)	\$ (10,792)	\$ 126,212	\$ 146,404	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Three Month Ending December 30, 2021
25% of the Fiscal Year 2022

	TIF 1A				
	<u>Budget</u> <u>(12 month)</u>	<u>Three MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>
<u>REVENUES</u>					
Property Tax	\$ 514,534	\$ -	\$ -	\$ (514,534)	0%
Total Revenues	<u>514,534</u>	<u>-</u>	<u>-</u>	<u>(514,534)</u>	<u>0%</u>
<u>EXPENDITURES</u>					
TIF Distributed Funds	509,389	-	136,153	(373,236)	27%
Contract Services	5,145	-	-	(5,145)	0%
Total Expenditures	<u>514,534</u>	<u>-</u>	<u>136,153</u>	<u>(378,381)</u>	<u>-</u>
<u>REVENUES NET OF EXPENDITURES</u>	<u>-</u>	<u>-</u>	<u>(136,153)</u>	<u>(136,153)</u>	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	-	-	-	-	-
Operating transfers out	-	-	-	-	0%
Total other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>NET FUND ACTIVITY</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (136,153)</u>	<u>\$ (136,153)</u>	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Three Month Ending December 30, 2021
25% of the Fiscal Year 2022

	TIF 1B				
	<u>Budget</u> <u>(12 month)</u>	<u>Three MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>
<u>REVENUES</u>					
Property Tax	\$ 806,735	\$ -	\$ -	\$ (806,735)	0%
Total Revenues	<u>806,735</u>	<u>-</u>	<u>-</u>	<u>(806,735)</u>	<u>0%</u>
<u>EXPENDITURES</u>					
TIF Distributed Funds	798,668	-	53,192	(745,476)	7%
Contract Services	8,067	-	-	(8,067)	0%
Total Expenditures	<u>806,735</u>	<u>-</u>	<u>53,192</u>	<u>(753,543)</u>	<u>-</u>
<u>REVENUES NET OF EXPENDITURES</u>	<u>-</u>	<u>-</u>	<u>(53,192)</u>	<u>(53,192)</u>	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	-	-	-	-	0%
Operating transfers out	-	-	-	-	0%
Total other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>NET FUND ACTIVITY</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (53,192)</u>	<u>\$ (53,192)</u>	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Three Month Ending December 30, 2021
25% of the Fiscal Year 2022

Sewer Reserve Fund					
	Budget (12 month)	Three MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Interest income	\$ 1,799	\$ -	\$ 1,730	\$ (69)	96%
Total Revenues	1,799	-	1,730	(69)	96%
EXPENDITURES					
Other	-	-	-	-	0%
Total Expenditures	-	-	-	-	-
REVENUES NET OF EXPENDITURES	1,799	-	1,730	(69)	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	-	-	-	-	0%
Operating transfers out	(1,450,000)	-	-	1,450,000	0%
Total other Financing Sources (Uses)	(1,450,000)	-	-	1,450,000	
NET FUND ACTIVITY	\$ (1,448,201)	\$ -	\$ 1,730	\$ 1,449,931	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Three Month Ending December 30, 2021
25% of the Fiscal Year 2022

	Qualified Sinking Fund				
	Budget (12 month)	Three MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
<u>REVENUES</u>					
Interest income	\$ 1,848	\$ 133	\$ 391	\$ (1,457)	21%
Total Revenues	<u>1,848</u>	<u>133</u>	<u>391</u>	<u>(1,457)</u>	<u>21%</u>
<u>EXPENDITURES</u>					
Other	-	-	-	-	0%
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>REVENUES NET OF EXPENDITURES</u>	<u>1,848</u>	<u>133</u>	<u>391</u>	<u>(1,457)</u>	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	125,000	-	-	(125,000)	0%
Operating transfers out	-	-	-	-	0%
Total other Financing Sources (Uses)	<u>125,000</u>	<u>-</u>	<u>-</u>	<u>(125,000)</u>	
<u>NET FUND ACTIVITY</u>	<u>\$ 126,848</u>	<u>\$ 133</u>	<u>\$ 391</u>	<u>\$ (126,457)</u>	

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 15, 2022 AGENDA**

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

SYNOPSIS

An application for payment of a portion of Economic Development Program (EDP) Award funds has been submitted by City Centre Music Venue, LLC and Astro Theater, LLC for work completed to date on the Astro Theater in the amount of \$268,288.26.

FISCAL IMPACT

The FY21/22 Biennial Budget provides funding for the EDP award for the Astro Theater project.

RECOMMENDATION

Approval.

BACKGROUND

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

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

Construction of the Astro Theater commenced this fall, and the City has received a second request for payment* of EDP funds for the project in the amount of \$268,288.26. City staff has reviewed the documentation submitted with the pay request to assure compliance with the disbursement agreement and has obtained copies of all documents required by the agreement. The City Engineer and Chief Building Official have reviewed the pay request documentation and verified that it coincides with the construction progress they have observed on site. Copies of all documentation are on file in the office of the City Clerk.

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

*Note: The Application for Payment indicates this is Pay Request No. 4, however this is the second request for disbursement of EDP funds from La Vista. City Centre Music Venue LLC is required by the disbursement agreement to use this application for payment requests from all lending agencies as well as the City of La Vista, resulting in the requests being numbered consecutively as they are issued.

EDP Award Total	Pay Application			% of Total	Remaining Balance
	Number	Amount	Date		
\$5,500,000.00	1	\$166,420.42	2/1/22	3.03%	\$5,333,579.58
	2	\$268,288.26	2/15/22	7.90%	\$5,065,291.32

K:\APPS\City Hall\CNCLRPT (Blue Letters)\22file\22 ADM City Centre Music Venue LLC EDP Pay Application #2 02.15.2022.Doc

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

ECONOMIC DEVELOPMENT PROGRAM – DISBURSEMENT REQUEST FORM



Date of Request: 2/3/22 Project Name: Astro Theater - City Centre Music Venue, LLC

Project Address: Lot 13, La Vista City Centre

Request Amount: \$268,288.26 Request No.: 2

See attached for funding disbursement request details.

CITY OF LA VISTA APPROVALS

Assistant City Administrator, Rita Ramirez

No Comments

Comments (see below):

Handwritten signature of Rita Ramirez.

(Signature)

2-9-22

(Date)

City Engineer, Pat Dowse

No Comments

Comments (see below):

Handwritten signature of Pat Dowse.

(Signature)

2/9/22

(Date)

Chief Building Official, Jeff Sinnett

No Comments

Comments (see below):

Handwritten signature of Jeff Sinnett.

(Signature)

2/6/2022

(Date)

Comments/Contingencies:

THEY HAVE COMPLETED FOOTINGS AND STARTED ON SANITARY
SEWER AND PLUMBING UNDERGROUNDS

Approved by City Council?

Yes: Date _____

No

EXHIBIT C
APPLICATION FOR PAYMENT

Request No. 4

Date: 2/4/22

Amount Requested \$ 268,288.26

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

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

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

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

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

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

By: Christopher L. Erickson
Name: Christopher L. Erickson
Title: Manager

ASTRO THEATER, LLC, a Nebraska limited liability company

By: Jim Johnson
Name: Jim Johnson
Title: Manager

CITY+VENTURES

Astro Theater

Disbursement Summary

Date: 2/2/2022

Code	Description	Project Cost at Financial Close	Cumulative Adjustments	Current Total Project Cost	Costs Paid Thru Closing	Interest/Fees to Date	Disbursements				Completed to Date	Percent Complete	Balance to Finish	
							1 10/18/21	2 12/6/21	3 1/4/22	4 1/26/22				
Sources of Funds														
Owner Cash		\$4,080,000		\$4,080,000	\$3,488,331		\$222,704.16	\$0.00	\$368,965.00		\$4,080,000	100.00%	\$0	
Senior Loan		\$8,750,000		\$8,750,000							\$0	0.00%	\$8,750,000	
LaVista Economic Development Program		\$5,500,000		\$5,500,000				\$ 166,420.42	\$ 268,288.26		\$434,709	7.90%	\$5,065,291	
TIF		\$3,000,000		\$3,000,000			\$ -	\$ -	\$ 90,774.77	\$ 146,339.05		\$237,114	7.90%	\$2,762,886
PACE		\$3,000,000		\$3,000,000			\$0.00	\$0.00	\$612,032.85	\$235,573.62	\$0.00	\$847,606	3.48%	\$2,152,394
Total Sources of Cash		\$24,330,000		\$0	\$24,330,000	\$3,488,331	\$0.00	\$222,704.16	\$612,032.85	\$861,733.81	\$ 414,627.31	\$5,599,429	23.01%	\$18,730,571
Uses of Funds														
100 Acquisition and Closing Costs		\$2,512,476		\$2,512,476	\$2,512,475.72		\$ -	\$ -	\$ -	\$ -	\$ -	\$2,512,476	100.00%	\$0
110 Due Diligence		\$0		\$0	\$0.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$0	#DIV/0!	\$0
200 Building Construction & Site		\$15,662,861		\$15,677,141	\$42,821.60		\$ 143,830.77	\$ 250,405.13	\$ 763,410.71	\$ 200,662.62		\$1,401,131	8.94%	\$14,276,010
201 Building Signage		\$100,000		\$100,000	\$0.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$0	0.00%	\$100,000
205 Permits, Utilities Developer Direct Pay		\$104,196		\$104,196	\$0.00		\$ 68,773.39	\$ -	\$ -	\$ -	\$ -	\$68,773	66.00%	\$35,423
210 FF&E		\$2,500,000		\$2,500,000	\$0.00		\$ -	\$ -	\$ 97,801.85	\$ 213,964.69		\$311,767	12.47%	\$2,188,233
300 Working Capital		\$500,000		\$500,000	\$0.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$0	0.00%	\$500,000
310 Design - A / E / I		\$1,136,000		\$1,136,000	\$696,075.23		\$ 6,500.00	\$ -	\$ -	\$ -	\$ -	\$702,575	61.85%	\$433,425
320 Construction Interest & Inspections		\$618,750		\$618,750	\$0.00		\$0.00	\$ 3,600.00	\$ 256.25	\$ 521.25		\$4,378	0.71%	\$614,373
325 Financing Fee		\$108,000		\$108,000	\$108,000.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$108,000	100.00%	\$0
330 TIF Expense		\$17,382		\$17,382	\$17,382.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$17,382	100.00%	\$0
340 PACE Financing Fees / Capitalized Interest		\$450,000		\$450,000	\$9,250.00		\$ -	\$ 361,371.47	\$ -	\$ -	\$ -	\$370,621	82.36%	\$79,379
350 Legal & Accounting		\$78,394		\$78,394	\$78,394.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$78,394	100.00%	\$0
360 Builders Risk		\$23,932		\$23,932	\$23,932.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$23,932	100.00%	\$0
370 Development Fee		\$292,608		\$292,608	\$0.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$0	0.00%	\$292,608
380 Development Contingency		\$225,401	\$ (14,280.00)	\$211,121	\$0.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$0	0.00%	\$211,121
Total Uses of Cash		\$24,330,000		\$0	\$24,330,000	\$3,488,331	\$ -	\$ 222,704.16	\$ 612,032.85	\$ 861,733.81	\$ 414,627.31	\$5,599,429	23.01%	\$18,730,571

**PAYMENT RECOMMENDATION NO. 1 ON CONTRACT FOR
THOMPSON CREEK – CENTRAL PARK EAST**

Owner: City of La Vista
8116 Park View Blvd
La Vista, NE 68128

Contractor: Heimes Corporation
9144 S. 147th Street
Omaha, NE 68138

Item	Description	Approx. Quantity	Unit Price	Amount
1	Mobilization	0.50 L.S.	\$ 23,950.00 / L.S.	\$ 11,975.00
2	Remove Existing Restroom Building & Utility Services	1 L.S.	\$ 8,670.00 / L.S.	\$ 8,670.00
3	Remove Metal Picnic Structure	1 L.S.	\$ 3,840.00 / L.S.	\$ 3,840.00
4	Clearing and Grubbing	0.80 L.S.	\$ 72,390.00 / L.S.	\$ 57,912.00
5	Stockpile and Redistribute Topsoil (800 CY Moved Twice), Established Quantity	0 C.Y.	\$ 10.50 / C.Y.	\$ 0.00
6	Common Earthwork, In Place, Established Quantity	0 C.Y.	\$ 16.74 / C.Y.	\$ 0.00
7	Stockpile Excavation, On Site	0 C.Y.	\$ 6.18 / C.Y.	\$ 0.00
8	Haul Excess Soil Off Site to La Vista Public Works	0 C.Y.	\$ 9.40 / C.Y.	\$ 0.00
8A	Haul Unsuitable Soil Off Site & Dispose	0 C.Y.	\$ 20.95 / C.Y.	\$ 0.00
9	Remove and Dispose Existing Culvert Headwall & Railing	0 L.S.	\$ 2,575.00 / L.S.	\$ 0.00
10	Remove and Dispose 18"-24" Storm Sewer	0 L.F.	\$ 35.05 / L.F.	\$ 0.00
11	Remove and Dispose A.C.C. Pavement	1237 S.Y.	\$ 7.52 / S.Y.	\$ 9,302.24
12	Remove and Dispose P.C.C. Pavement	160 S.Y.	\$ 9.20 / S.Y.	\$ 1,472.00
13	Remove and Dispose of 4 Ft Tall Chain Link Fence	0 L.F.	\$ 5.82 / L.F.	\$ 0.00
14	Remove and Dispose of Yard Hydrant & Drinking Fountain	1 EA.	\$ 6,525.00 / EA.	\$ 6,525.00
15	Construct 24" Concrete Collar, In Place	0 EA.	\$ 850.00 / EA.	\$ 0.00
16	Construct 18" RCP Storm Sewer w/Bedding & Couplers, In Place	0 L.F.	\$ 143.25 / L.F.	\$ 0.00
17	Construct 24" RCP Storm Sewer w/Bedding & Couplers, In Place	0 L.F.	\$ 150.00 / L.F.	\$ 0.00
18	Flex-A-Mat, In Place	0 S.F.	\$ 16.15 / S.F.	\$ 0.00
19	Construct 6" PCC Trail Pavement, In Place	0 S.Y.	\$ 83.50 / S.Y.	\$ 0.00
20	Construct 7" PCC Pavement, In Place	0 S.Y.	\$ 78.90 / S.Y.	\$ 0.00

Payment Recommendation No.1
 Thompson Creek – Central Park East
 February 1, 2022
 Page 2 of 3

21	Construct 54" I.D. Storm Sewer Manhole, In Place	0	V.F.	\$	846.00	/	V.F.	\$	0.00
22	Construct SAFL-Baffle, In Place	0	EA.	\$	8,285.00	/	EA.	\$	0.00
23	Construct 18" Reinforced Concrete Flared End Section w/Footing, In Place	0	EA.	\$	3,091.00	/	EA.	\$	0.00
24	Construct 24" Reinforced Concrete Flared End Section w/Footing, In Place	0	EA.	\$	3,425.00	/	EA.	\$	0.00
25	Construct 4' Tall, 6' Wide, Black Vinyl Coated, Chain Link Fence Gate, In Place	0	EA.	\$	1,380.00	/	EA.	\$	0.00
26	Construct 6' Tall White Vinyl Privacy Fence, In Place	0	L.F.	\$	90.25	/	L.F.	\$	0.00
27	Construct 4' Tall, Black Vinyl Coated, Chain Link Fence, In Place	0	L.F.	\$	60.35	/	L.F.	\$	0.00
28	Remove Existing Railing & Replace with 4' Tall, Black Vinyl Coated, Chain Link Fence, In Place	0	L.F.	\$	76.15	/	L.F.	\$	0.00
29	Construct Temporary Chain Link Fence, In Place	0	L.F.	\$	10.95	/	L.F.	\$	0.00
30	Construct PCC Weir Structure, In Place	0	L.F.	\$	294.50	/	L.F.	\$	0.00
31	Construct Armorflex 40L Creek Reinforcement, In Place	0	S.F.	\$	22.77	/	S.F.	\$	0.00
32	Wetland Soil Amendment, In Place	0	C.Y.	\$	70.35	/	C.Y.	\$	0.00
33	Construct Gabion Baskets w/Stone, In Place	0	C.Y.	\$	405.00	/	C.Y.	\$	0.00
34	Furnish & Install Tensar Bionet, C125BN	0	S.Y.	\$	3.25	/	S.Y.	\$	0.00
35	Furnish & Install Tensar Bionet, SC150BN	0	S.Y.	\$	3.10	/	S.Y.	\$	0.00
36	Install, Maintain, and Remove Stabilized Construction Entrance	0.50	EA.	\$	3,065.00	/	EA.	\$	1,532.50
37	Furnish, Install and Maintain Fabric Silt Fence, In Place	0	L.F.	\$	4.80	/	L.F.	\$	0.00
38	Remove and Dispose Fabric Silt Fence	0	L.F.	\$	0.85	/	L.F.	\$	0.00
39	Water Management, Complete	0	L.S.	\$	20,700.00	/	L.S.	\$	0.00
40	Furnish and Install K-31 Fescue Seed, w/Straw Mulch, In Place	0	AC.	\$	3,735.00	/	AC.	\$	0.00
41	Furnish, Install, Maintain and Remove Orange Safety Fence	1450	L.F.	\$	4.50	/	L.F.	\$	6,525.00
42	Furnish & Install Prairie D Plus Seeding, In Place	0	AC.	\$	3,450.00	/	AC.	\$	0.00
43	Furnish & Install Low Prairie Seeding, In Place	0.00	AC.	\$	5,750.00	/	AC.	\$	0.00

Payment Recommendation No.1
Thompson Creek – Central Park East
February 1, 2022
Page 3 of 3

TOTAL	\$ 107,753.74
LESS 10% RETAINED	\$ 10,775.37
LESS PREVIOUS PAYMENT RECOMMENDATION(S)	NONE
TOTAL DUE TO CONTRACTOR	\$ 96,978.37 <---- Pay this Amount

We recommend that payment in the amount of \$96,978.37 be made to Heimes Corporation.

Respectfully submitted,



Bradley P. Huyck, P.E.
THOMPSON, DREESSEN & DORNER, INC.

cc: Heimes Corporation

OK to Pay
PMD 2/5/22
16.71.0917.000-PARK20001



Reference Invoice Number with Payment

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

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

HDR Invoice No.	1200405812
Invoice Date	03-FEB-2022
Invoice Amount Due	\$3,653.58
Payment Terms	30 NET
Remit To	PO Box 74008202
	Chicago, IL 60674-8202
	ACH/EFT Payments
	Bank of America ML US
	ABA# 081000032
	Account# 355004076604

RRamirez@cityoflavista.org

Project Management for Services for Public Improvements and Other Works.

Purchase Order : 20-008348

Professional Services
 From: 26-DEC-2021 To: 29-JAN-2022

Professional Services Summarization	Hours	Billing Rate	Amount
Project Manager	14.00		\$3,653.58
	14.00		\$3,653.58
Total Professional Services			\$3,653.58

Amount Due This Invoice (USD)	\$3,653.58
--------------------------------------	-------------------

Fee Amount	\$670,695.00
Fee Invoiced to Date	\$519,430.63
Fee Remaining	\$151,264.37

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

05.11.0909.03
 R. Ramirez
 2/4/22

Invoice

HDR Invoice No. 1200405812
Invoice Date 03-FEB-2022

Professional Services and Expense Detail

Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs	
Task Number:	1.0	Task Description:	Project Management	
Professional Services				
Project Manager	Koenig, Christopher J	Hours	Billing Rate	Amount
		14.00	260.97	3,653.58
		14.00		\$3,653.58
		Total Professional Services		\$3,653.58
			Total Task	\$3,653.58



5022 S 114th Street
Suite 200
Omaha, NE 68137
(712) 323-0530

City of LaVista
Attn: Mr. Patrick Dowse, P.E.
9900 Portal Road
LaVista, NE 68128

Invoice Number: 702619-13
Date: January 26, 2022
Client Code: 7220
P.O. Number: 20-008340

INVOICE

Progress billing for engineering services for the East LaVista Sewer and Pavement Rehabilitation - Phase 2 Final Design, per agreement dated June 4, 2019 & Amendments..

HGM - Survey & Design
Through: January 15, 2022

	Hours	Rate	Current Period	Billed To Date
001: Phase I Investigation (LS \$53,340)				
		90% Complete		\$48,006.00
002: Trekk (\$90,420) (Hrly)				\$89,172.71
003: Thiele Geotech (\$18,675) (Hrly)				\$18,675.00
004: Emspace & Lovgren (\$9,775) (Hrly)				\$11,809.67
005: Amendment 1 HGM (LS \$923)				\$923.00
006: Amendment 1 TREKK (\$4,000) (Hrly)				\$4,000.00
007: Phase 2 Final Design (Hrly)				
Design Engineer	136.00	87.82	\$11,943.52	
Design Engineer	129.50	92.23	\$11,943.79	
Design Engineer	26.00	125.80	\$3,270.80	
Design Engineer	54.00	132.06	\$7,131.24	
Engineer Technician	12.50	55.80	\$697.50	
Engineer Technician I	1.00	113.00	\$113.00	
Engineer Technician II	4.50	100.78	\$453.51	
Engineer Technician II	8.50	102.83	\$874.06	
Engineer Technician III	10.00	103.85	\$1,038.50	
Engineer Technician III	7.00	110.21	\$771.47	
Senior Project Engineer	84.50	194.49	\$16,434.41	
Senior Project Engineer	69.50	204.32	<u>\$14,200.24</u>	
			\$68,872.04	\$184,197.35

Hours Rate Current Period Billed To Date

008: Phase 2 Final Design TREKK (Hrly)

TREKK Design Group, LLC	\$17,928.50	
	<hr/>	
	\$17,928.50	\$45,915.95

009: Phase 2 Final Design Emspace (Hrly)

Emspace + Lovgren	\$4,812.33	
	<hr/>	
	\$4,812.33	\$4,812.33

Total Amount Billed	\$407,512.01
Less Previous Invoices	\$315,899.14
Invoice Total	\$91,612.87

Outstanding Invoices

Invoice	0 - 30	31 - 60	61-90	Over 90	Balance
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OK to Pay
 PMD 2/9/22
 02.71.0917-SEWR13001


Please Remit to:

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

INVOICE

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

January 31, 2022
 Project No: 115453-18
 Invoice No: 32593

Project 115453-18 84th St Traffic Study
Professional Services for the Period: December 1, 2021 to December 31, 2021

Professional Personnel

	Hours	Rate	Amount
Principal I Meisinger, Mark	.60	220.00	132.00
Engineer I Gwiazdowski, Kornel	1.00	105.00	105.00
Labor	1.60		237.00
Total Labor			237.00
Contract Limits	Current	Prior	To-Date
Total Billings	237.00	27,820.28	28,057.28
Contract Maximum			28,050.00
Adjustment			-7.28
		TOTAL AMOUNT DUE	\$229.72

Billed-To-Date Summary

	Current	Prior	Total	OK to Pay PMD 2/9/22 16.53.0314
Labor	229.72	23,605.00	23,834.72	
Expense	0.00	4,186.80	4,186.80	
In-House	0.00	28.48	28.48	
Totals	229.72	27,820.28	28,050.00	

Project Manager Mark Meisinger

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
1807(E)	01/31/2022	AMERICAN HERITAGE LIFE INSURANCE CO	1,244.72	N
1808(E)	01/31/2022	CCAP AUTO LEASE LTD	391.12	N
1809(E)	01/31/2022	CCAP AUTO LEASE LTD	449.00	N
1810(E)	01/31/2022	CENTURY LINK/LUMEN	177.34	N
1811(E)	01/31/2022	CENTURY LINK/LUMEN	87.08	N
1812(E)	01/31/2022	DEARBORN NATIONAL LIFE INSURANCE CO	1,085.00	N
1813(E)	01/31/2022	DEARBORN NATIONAL LIFE INSURANCE CO	6,416.92	N
1814(E)	01/31/2022	LINCOLN NATIONAL LIFE INS CO	6,681.28	N
1815(E)	01/31/2022	MEDICA INSURANCE COMPANY	116,926.44	N
1816(E)	01/31/2022	MID-AMERICAN BENEFITS INC	643.50	N
1817(E)	01/31/2022	NE DEPT OF REVENUE-LOTT/51	80,404.00	N
1818(E)	01/31/2022	UNITED HEALTHCARE INSURANCE CO	1,053.87	N
1804(A)	02/01/2022	ABM INDUSTRIES, INC	10,706.48	N
1805(A)	02/01/2022	SHI INTERNATIONAL CORP.	4,075.50	N
1806(A)	02/01/2022	VIVERE APARTMENTS	1,480.00	N
1803(E)	02/02/2022	CITY CENTRE MUSIC VENUE LLC	166,420.42	N
136396	02/02/2022	ALFRED BENESCH & COMPANY	7,107.00	N
136397	02/02/2022	DLR GROUP	27,145.56	N
136398	02/02/2022	OLSSON, INC.	1,072.75	N
136399	02/02/2022	THOMPSON DREESSEN & DORNER, INC.	7,843.00	N
1819(E)	02/15/2022	ACTIVE NETWORK LLC	88.99	N
1820(E)	02/15/2022	BLACK HILLS ENERGY	11,963.12	N
1821(E)	02/15/2022	CCAP AUTO LEASE LTD	449.00	N
1822(E)	02/15/2022	CENTURY LINK/LUMEN	164.19	N
1823(E)	02/15/2022	FIRST STATE BANK	4,399.70	N
1824(E)	02/15/2022	FIRST STATE BANK	2,137.23	N
1825(E)	02/15/2022	GREAT PLAINS COMMUNICATION	777.60	N
1826(E)	02/15/2022	MID-AMERICAN BENEFITS INC	2,734.76	N
1827(E)	02/15/2022	PAYROLL MAXX	386,743.45	N
1828(A)	02/15/2022	CITY OF OMAHA	222,312.41	N
1829(A)	02/15/2022	CITY OF PAPILLION - MFO	233,475.00	N
1830(A)	02/15/2022	STRATEGIC GOVERNMENT RESOURCES INC	6,349.75	N
136400	02/15/2022	1-800 RADIATOR	867.00	N
136401	02/15/2022	AKRS EQUIPMENT SOLUTIONS, INC.	825.52	N
136402	02/15/2022	AMAZON CAPITAL SERVICES, INC.	1,482.76	N
136403	02/15/2022	BERGANKDV LLC	15,000.00	N
136404	02/15/2022	BIBLIOTHECA LLC	27.00	N
136405	02/15/2022	BISHOP BUSINESS EQUIPMENT COMPANY	647.83	N
136406	02/15/2022	CHI HEALTH EMPLOYEE ASST PROGRAM	3,146.55	N
136407	02/15/2022	CINTAS CORPORATION NO. 2	254.16	N
136408	02/15/2022	CITY OF PAPILLION	11,847.02	N
136409	02/15/2022	COMP CHOICE INC	454.22	N
136410	02/15/2022	CONTINENTAL RESEARCH CORPORATION	503.45	N
136411	02/15/2022	CORNHUSKER INTL TRUCKS INC	78.45	N
136412	02/15/2022	COX COMMUNICATIONS, INC.	170.15	N
136413	02/15/2022	CULLIGAN OF OMAHA	23.00	N
136414	02/15/2022	DATASHIELD CORPORATION	140.00	N

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
136415	02/15/2022	DEMCO INCORPORATED	160.55	N
136416	02/15/2022	DULTMEIER SALES LLC	56.50	N
136417	02/15/2022	ECHO GROUP INCORPORATED	123.75	N
136418	02/15/2022	FASTENAL COMPANY	137.70	N
136419	02/15/2022	FERGUSON ENTERPRISES INC #226	359.92	N
136420	02/15/2022	GALE	99.71	N
136421	02/15/2022	GENERAL FIRE & SAFETY EQUIP CO	155.00	N
136422	02/15/2022	GENUINE PARTS COMPANY-OMAHA	758.48	N
136423	02/15/2022	GRAINGER	16.95	N
136424	02/15/2022	GT DISTRIBUTORS, INC.	1,309.60	N
136425	02/15/2022	HOME DEPOT CREDIT SERVICES	4,158.93	N
136426	02/15/2022	HY-VEE INC	77.00	N
136427	02/15/2022	INSIGHT DIRECT USA, INC	1,616.97	N
136428	02/15/2022	J & J SMALL ENGINE SERVICE	41.94	N
136429	02/15/2022	JOHNNY RAY GOMEZ	150.00	N
136430	02/15/2022	KANOPIY, INC.	203.00	N
136431	02/15/2022	KIMBALL MIDWEST	78.67	N
136432	02/15/2022	KRIHA FLUID POWER CO INC	322.74	N
136433	02/15/2022	KUBOTA OF OMAHA	144.45	N
136434	02/15/2022	LABRIE, DONALD P	150.00	N
136435	02/15/2022	LARSEN SUPPLY COMPANY	81.93	N
136436	02/15/2022	LIBRARY IDEAS LLC	87.90	N
136437	02/15/2022	LOGO LOGIX EMBROIDERY & SCREEN	183.00	N
136438	02/15/2022	MARCO INCORPORATED	147.10	N
136439	02/15/2022	MENARDS-RALSTON-CORPORATE	417.87	N
136440	02/15/2022	METRO AREA TRANSIT	856.00	N
136441	02/15/2022	MIDWEST SERVICE AND SALES CO	2,038.00	N
136442	02/15/2022	MIDWEST TURF & IRRIGATION	14.47	N
136443	02/15/2022	MSC INDUSTRIAL SUPPLY CO	265.72	N
136444	02/15/2022	NEBRASKA FEDERAL SURPLUS PROPERTY	550.00	N
136445	02/15/2022	NEBRASKA LIBRARY COMMISSION	871.69	N
136446	02/15/2022	O'REILLY AUTO PARTS	1,848.34	N
136447	02/15/2022	OCLC INC	164.44	N
136448	02/15/2022	OFFICE DEPOT INC	433.17	N
136449	02/15/2022	ONE CALL CONCEPTS INC	135.52	N
136450	02/15/2022	PAPILLION SANITATION	1,944.25	N
136451	02/15/2022	PINOT'S PALETTE LA VISTA	2.48	N
136452	02/15/2022	PITNEY BOWES GLOBAL FIN SVCS	429.99	N
136453	02/15/2022	RTG BUILDING SERVICES INC	6,665.00	N
136454	02/15/2022	SARPY COUNTY SHERIFF'S OFFICE	602.59	N
136455	02/15/2022	SECURITY EQUIPMENT INC.	159.00	N
136456	02/15/2022	SOUTHERN UNIFORM & EQUIPMENT LLC	739.83	N
136457	02/15/2022	STREETSCAN	5,750.00	N
136458	02/15/2022	SUBURBAN NEWSPAPERS INC	846.46	N
136459	02/15/2022	TEAMSIDELINE.COM	649.00	N
136460	02/15/2022	TED'S MOWER SALES & SERVICE INC	640.10	N
136461	02/15/2022	THE COLONIAL PRESS, INC	161.18	N

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
136462	02/15/2022	THE COLONIAL PRESS, INC	119.46	N
136463	02/15/2022	THE SCHEMMER ASSOCIATES INC	231.25	N
136464	02/15/2022	TRANS UNION RISK AND ALT. DATA SOL.	75.00	N
136465	02/15/2022	TRUCK CENTER COMPANIES	4,332.89	N
136466	02/15/2022	TY'S OUTDOOR POWER & SERVICE	604.23	N
136467	02/15/2022	U.S. CELLULAR	1,826.02	N
136468	02/15/2022	UNITE PRIVATE NETWORKS LLC	4,400.00	N
136469	02/15/2022	VERIZON CONNECT NWF, INC.	631.41	N
136470	02/15/2022	VERIZON WIRELESS	383.77	N
136471	02/15/2022	VOIANCE LANGUAGE SERVICES, LLC	25.00	N
136472	02/15/2022	WAGNER, SCOTT	90.34	N
136473	02/15/2022	WESTLAKE HARDWARE INC NE-022	619.28	N
136474	02/15/2022	WINTER EQUIPMENT COMPANY INC	1,833.00	N
136475	02/15/2022	WOODHOUSE SW OMAHA INC	334.17	N

108 CHECKS PRINTED

TOTAL CLAIM AMOUNT:

\$1,400,786.00

0

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 15, 2022 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE AGREEMENT – STORM WATER PUBLIC EDUCATION & OUTREACH SERVICES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared to authorize an agreement with The Brian Slobotski Memorial Foundation dba Brian Smiles for storm water public education & outreach services in an amount not to exceed \$3,000.

FISCAL IMPACT

The FY21/22 Biennial Budget provides funding for the proposed services.

RECOMMENDATION

Approval.

BACKGROUND

Public education and outreach efforts are required as part of the NPDES permit for MS4 public storm water discharges. A joint agreement has been in place with the City of Papillion since 2016 to partner on providing said services. An agreement was not executed in 2021 because of pandemic restrictions.

Previously, this agreement was conducted through Civic Nebraska. This year and moving forward staff recommend that this contract be executed with the non-profit firm of “Brian Smiles”. The Brian Slobotski Memorial Foundation dba Brian Smiles is a Nebraska 501(c)(3) non-profit that focuses on the support of families living with any of 44 neuro-muscular diseases. It was created in memory of Brian Slobotski who passed away in 2013. Brian Smiles has deep ties to the community. It is a volunteer non-profit with members representing public education, state-wide non-profits, entrepreneurs, fire departments, marketing, and sales. Kent Day, who is with Civic Nebraska, has been running this project for the past 8 years and has the network in place to take over immediately.

Brian Smiles will prepare informational materials, arrange and conducting or attend various public outreach events as well as documentation and reporting.

To maximize the outreach efforts with a limited amount of funding, the City will once again partner with the City of Papillion. The agreement provides for each City to be responsible for 50 percent of the consultant services. The total cost is \$6,000.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN AGREEMENT WITH THE BRIAN SLOBOTSKI MEMORIAL FOUNDATION DBA BRIAN SMILES FOR THE PURPOSE OF PROVIDING STORM WATER PUBLIC EDUCATION & OUTREACH SERVICES IN AN AMOUNT NOT TO EXCEED \$3,000.

WHEREAS the City Council of the City of La Vista has determined that public education and outreach in relation to the NPDES permit requirements for MS4 public storm water discharge is necessary; and

WHEREAS the FY21/22 Biennial Budget provides funding for this proposed service; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska do hereby approve an agreement with The Brian Slobotski Memorial Foundation dba Brian Smiles for the purpose of providing storm water public education & outreach services in an amount not to exceed \$3,000.

PASSED AND APPROVED THIS 15TH DAY OF FEBRUARY 2022.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

Agreement for Consultant Services
Papillion-La Vista Storm Water Management
2022 Papillion-LaVista Stormwater Outreach & Public Education

This Agreement for consultant services is entered into as of February 15, 2022 by and between Brian Smiles (hereinafter called BS) and the City of La Vista, Nebraska (hereinafter called La Vista) and the City of Papillion, Nebraska (hereinafter called Papillion). It is understood by the parties to this Agreement that the consultant services described herein will be performed by BS under the auspices of "Papillion-LaVista Stormwater Outreach" (PLVSO).

Section 1: Consultant Duties – Consultant shall provide the following services:

In order to address the public education and outreach obligations of La Vista and Papillion under their respective MS4 storm water discharge permits, La Vista and Papillion are partnering to engage the services of BS to include the following:

Outreach and Event Participations and Hosting

1. Host informational tables at 3 events related to storm water management including the Nebraska Science Fest, World-O-Water, and the La Vista Public Works Open House. Additional school events are to be determined.
2. Create and maintain a website dedicated to storm water management information and outreach including basic search engine optimized with data updates weekly, monthly; mobile and tablet optimized.
3. Robust social media outreach

Engagement Initiatives and Programs

1. Participate in rain barrel projects
2. Pursue additional funding with an emphasis on school-age projects relating to storm water management.

Procedures

1. Train BS staff to host informational tables.
2. Provide at least 2 table hosts at each event to engage the community.
3. Distribute handouts, brochures, and literature provided by Papillion and La Vista.
4. Display PLVSO banners at events for project identification purposes.
5. Obtain items for incentives/give-aways at events to promote citizen engagement to the extent that funding is available.
6. Provide chairs and a canopy as required for table hosts at events.

Documentation and Reporting

1. Create reports including data on community participation at all events such as the number of citizens engaged, number of brochures distributed, number of give-aways and hours and dates of events.
2. Provide data on all virtual contacts including citizens' visits to the website, activity on social media, and email distribution.
3. Prepare a final report of all efforts completed under this Agreement. This report shall be due by February 28, 2023. Papillion and La Vista will use this information to prepare their annual storm water management reports to the Nebraska Department of Environmental Quality and required under their respective MS4 permits.

Section II: Papillion and LaVista Duties – Papillion and La Vista shall provide the following:

1. Provide publicity via Papillion and La Vista web sites and other media outlets.
2. Provide access to creeks and streams for tours and engagement activities.
3. Print and provide storm water management brochures and other literature as needed.
4. Provide project banners for display at events.
5. Provide sample rain barrels and other storm water management devices for display at events.

Section III: Property rights and informational disclosure

Confidential information – BS shall freely disclose to Papillion and La Vista all information, data, and results obtained from work performed under this Agreement. Papillion and La Vista are free to use such information for their own internal purposes or to disclose such information to third parties. Provided, however, if the work performed pursuant to this Agreement requires disclosure of information which any party hereto considers as proprietary and confidential, the parties agree that separate confidentiality agreements may be executed with the individual participants in the project.

Rights in Data-Progress reports may be prepared at various times detailing the results of the project to date. These reports will become the property of Papillion and/or La Vista and will not be distributed by BS without written approval.

Section IV: Independent Contractor Statement

BS and anyone that BS hires for assistance are not and shall not be considered employees of Papillion or La Vista. BS shall be and remain an independent contractor and nothing constrained in the Agreement shall be construed inconsistent with that status. Notwithstanding such status, any employee shall be removed from any job site by BS at any time on request of Papillion or La Vista for incompetence, neglect of duty, or misconduct. Papillion and La Vista shall have no other control over the employment, compensation, or discharge of BS's employees or agents.

Section V: Insurance

BS shall purchase and maintain insurance as will protect BS from claims set forth below which may arise out of, or result from, BS's execution of the services in this Agreement, whether such execution be by BS or by anyone directly or indirectly employed by BS.

1. Claims under workman's compensation, disability benefit and other similar employee benefit acts.
2. Claims for damages because of bodily injury, occupational sickness, or disease, or death of BS's employees.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than BS's employees.
4. Claims for damages insured by usual personal injury liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by BS.
5. Claims for damages because of injury to, or destruction of, tangible property including loss of use resulting therefrom.
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

Personal property insurance shall be the responsibility of the owner of the property regardless of the location of the loss.

Section VI: Indemnification

BS agrees to indemnify, defend, and hold harmless Papillion and La Vista or their officers, agents, and employee from any and all claims, demands, actions, damages, liability, and expenses in connection with loss of life, personal injury, and/or damage to property which be asserted, claimed, or recovered against or from Papillion and/or La Vista or their officers, agents, and employees by reason of any act, omission, or representation of BS or its subcontractors, agents, or employees. In turn, Papillion and La Vista agree to indemnify, defend, and hold harmless BS or its officers, agents, and employees from any and all claims, demands, actions, damages, liability, and expense in connections with loss of life, personal injury, and/or damage to property which may be asserted, claimed, or recovered against or from Papillion and La Vista or their officers, agents, or employees by reason of any act, omission, or representation of Papillion and La Vista or their officers, agents, and employees. This clause shall survive the expiration or termination of this Agreement.

Section VII: Term of Agreement and Termination

This Agreement commences February 15, 2022 and ends February 28, 2023 unless extended

by mutual Agreement of all parties. Papillion and La Vista reserve the right to terminate this Agreement early without penalty, damages, or cause. Services up to the point of termination will be compensated accordingly to the terms outlined below but under no circumstances shall any outstanding services not rendered be paid.

Section VIII: Payment for Services

In consideration of the foregoing, Papillion and La Vista will reimburse BS for all direct costs incurred in the performance of this Agreement, which shall not exceed a total cost of \$6,000. Papillion will be responsible for \$3,000 of the total cost and La Vista will be responsible for \$3,000 of the total cost.

BS will provide monthly invoices to Papillion and La Vista for actual costs incurred within the limits of the above-stated total cost. Payment shall be made to BS within thirty (30) days of receipt of invoices. BS shall bill Papillion and La Vista at the same time and in equal amounts for the services set forth in this Agreement. Invoices shall include a narrative and itemization of the costs of the services, materials, and wages covered by the invoices. Invoices shall be sent to:

City of LaVista, Nebraska Attn: Jeff Calentine, Public Works Deputy Director, 9900 Portal Rd, La Vista, NE 68128, or emailed to jcalentine@cityoflavista.org

City of Papillion, Nebraska Attn: Alex Evans, Deputy City Engineer, 9909 Portal Rd, Papillion, NE 68046, or emailed to aevans@papillion.org

Checks shall be made payable to Brian Smiles and mailed to: Kent Day, 4705 N. 80th St., Omaha, NE 68134

Section IX: Notices

All notices to be given to any party under this Agreement shall be sent to the parties listed in Section VIII above.

Section X: Assignment

This Agreement is non-assignable and non-transferable. Any attempt by any party to assign its obligations hereunder shall be void.

Section XI: Amendment

This Agreement constitutes the entire understanding between BS and Papillion and La Vista with respect to the subject matter hereof and may not be amended except by a written Agreement signed by all three parties.

Section XII: Governing Law and Forum

This Agreement shall be governed by the laws of the State of Nebraska. Any legal actions brought by any of the Parties hereunder shall be in the District Court of Sarpy County, Nebraska.

We the undersigned, hereby warrant that we are properly authorized officers of the organization to be bound by this Agreement, and that we do hereby accept the terms and conditions provided herein.

Brian Smiles

Printed Name _____

Signature _____

Title _____

Date _____

City of Papillion

By _____
(Mayor)

Attest _____
(City Clerk)

Date _____

City of La Vista

By _____
(Mayor)

Attest _____
(City Clerk)

Date _____

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 15, 2022 AGENDA

Subject:	Type:	Submitted By:
AWARD OF CONTRACT – 2022 UBAS STREET MAINTENANCE PROJECT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared to award a contract to McAnany Construction Inc., 15320 Midland Drive, Shawnee, KS, 66217, for the installation of Ultra-Thin Bonded Asphalt System (UBAS) on select residential streets in an amount not to exceed \$258,500.

FISCAL IMPACT

The FY21/22 Biennial Budget provides funding for the proposed project.

RECOMMENDATION

Approval

BACKGROUND

A project is included in the 2022 Street Maintenance program to use a product known as Ultra-Thin Bonded Asphalt System (UBAS). McAnany Construction Inc is the only company in the Midwest performing this work for residential street applications. In 2020, the City of Papillion solicited bids for UBAS and McAnany Construction was the only bidder. The contract Papillion has with McAnany has extensions of the contract for ten-years, allowing for negotiated and agreed upon increase/decrease in pay items based on national inflation averages. McAnany Construction Inc has agreed to allow the City of La Vista to piggyback off the contract prices set with the City of Papillion for the 2022 construction season.

RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO MCANANY CONSTRUCTION INC, SHAWNEE, KS FOR THE 2022 ULTRA-THIN BONDED ASPHALT SYSTEM (UBAS) STREET MAINTENANCE PROJECT IN AN AMOUNT NOT TO EXCEED \$258,500.

WHEREAS, the City Council of the City of La Vista has determined street maintenance is necessary; and

WHEREAS, the FY21/22 Biennial budget provides funding for this project; and

WHEREAS, McAnany Construction Inc, Shawnee KS is the only company in the Midwest performing this work for residential street applications, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award a contract to McAnany Construction Inc, Shawnee KS for the 2022 Ultra-Thin Bonded Asphalt System (UBAS) Street Maintenance, in an amount not to exceed \$258,500.

PASSED AND APPROVED THIS 15TH DAY OF FEBRUARY 2022

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

CONTRACT

THIS AGREEMENT made and executed in quadruplicate, this 15th day of February 2022, by and between the City of La Vista, hereinafter referred to as "Owner" and McAnany Construction Inc., hereinafter referred to as "Contractor".

WITNESSETH:

In consideration of the following mutual agreements and covenants to be kept by each party, the Contractor agrees to furnish all tools, equipment, labor, materials, transportation and permits required to construct the 2022 UBAS Street Maintenance Project in accordance with the aforesaid plans and specifications for the following unit prices:

	Description	Approx. Quantities	Unit Price		Amount	
Base Bid						
1	Mobilization	1	LS	\$25,000	/	LS \$25,000
2	Macrotecture	25,000	SY	\$1.97	/	SY \$49,250
3	UBAS	25,000	SY	\$7.25	/	SY \$181,250
4	Traffic Control	1	LS	\$3,000	/	LS \$3,000.00
				Total Base Bid		\$258,500

Contractor shall also furnish all bonds and insurance certificates and pay all permit fees and any other charges levied or required by any governmental authority exercising control over this project.

On or about the first and third Wednesday of each month, the Owner will pay the Contractor **ninety (90) percent** of the value of the work completed as of the end of the preceding payment period, as certified by the Engineer. The balance will be paid upon final completion of the work and formal acceptance by the Owner and Engineer.

Contractor must furnish a **one-hundred (100) percent** Contract Performance Bond and a **one-hundred (100) percent** Labor and Material Payment Bond (including **two (2) year** Maintenance Guarantee) in accordance with the General Conditions of the Contract. Contractor must also furnish a Certificate of Insurance for Worker's Compensation and Public Liability Insurance and Auto Insurance in the manner and with minimum limits as set forth in the General Conditions of the Contract.

Contract is let subject to the following conditions:

Contractor agrees that the work shall be completed within a mutually acceptable sequence and schedule as determined by the City Engineer. As time is of the essence, for each **calendar** day that any work shall remain uncompleted after the above specified completion date, the Contractor shall pay to the Owner the sum of **five hundred dollars (\$500)** per **calendar** day, not as a penalty, but as predetermined and agreed liquidated damages.

This contract for the 2022 UBAS Street Maintenance services between City of La Vista Public Works and the Contractor may be extended on an annual basis for up to ten (10) years if mutually agreed to in writing by both the Contractor, and owner, City of La Vista Public Works. Each annual extension will allow for a negotiated and agreed upon increase/decrease in pay items based on national inflation average, increase in labor rates, equipment costs and fluctuation in material pricing. Extension will be agreed upon no later than January 31st of the next calendar year to allow for pricing to be secured.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows above and beyond the bid procurement documents (Plans and Specification):

- (1) A fully dedicated crew will be provided to the City of La Vista and will work 4 to 5 days per week to complete all work identified by the City Engineer until the contracted amount of Base Bid items have been completed.
- (2) The Contractor's crew shall consist of at least five (5) staff and management personnel.
- (3) Traffic control will be provided to a level identified by the City Engineer which is considered safe and acceptable to everyone without argument or change order request.
- (4) Notice to neighbors affected by driveway restrictions will be solely a Contractor responsibility to coordinate and confirm with the City Engineer.
- (5) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (6) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (7) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (8) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of La Vista, NDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the City of La Vista, NDOT or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(9) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of La Vista shall impose such contract sanctions as it, NDOT or the FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(10) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

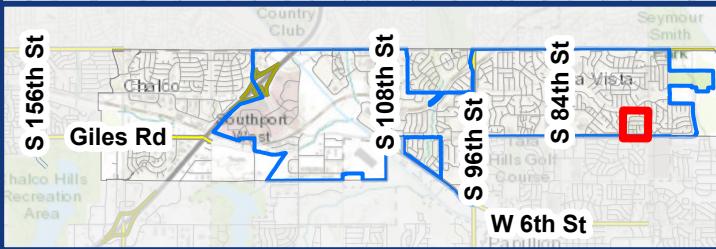
The contractor shall take such action with respect to any subcontract or procurement as the City of La Vista, NDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of La Vista to enter into such litigation to protect the interests of the City of La Vista and, in addition, the contractor may request the State of Nebraska or the United States to enter into such litigation to protect the interests of the United States.

EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN.

OWNER_____ CONTRACTOR_____
ATTEST_____ ATTEST_____



GILES CORNER UBAS IMPROVEMENT MAP



Legend

— UBAS Street Improvement Area



LA VISTA

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 15, 2022 AGENDA**

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – 84 TH STREET SIGNAL IMPROVEMENTS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing a Professional Services Agreement with Felsburg Holt & Ullevig (FHU) to develop design plans for signal improvements to the intersections of 84th Street and Main Street/Brentwood Drive as well as 84th Street and City Centre Drive in an amount not to exceed \$15,675.

FISCAL IMPACT

The FY21/22 Biennial Budget includes funding for this project.

RECOMMENDATION

Approval

BACKGROUND

Working through the drafts of the Event Traffic Management Plan with the redeveloper and the recent 84th Street Traffic Study being finalized by Felsburg, Holt and Ullevig (FHU), this design will design a 4-section flashing yellow arrow (FYA) signal head for the southbound left and evaluate the lane geometry for a dual westbound left at 84th Street and Main Street/Brentwood Drive. Also, to aid in the traffic monitoring by the City of Omaha, a Pan-Tilt-Zoom (PTZ) installation will be designed to be consistent with the City of Omaha Traffic Signal system and with the PTZ cameras that currently exist along the 84th Street Adaptive Signal Corridor. A scope will provide for design of the improvements including plans and specifications, progress meetings, controller programming and signal timings. Project is anticipated to be bid after completion of the design with the goal of completing the project prior to the opening of the Astro Theatre. Attached is the scope of services for the design of the project.

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 FELSBURG, HOLT AND ULLEVIG (FHU), OMAHA, NEBRASKA, FOR 84TH STREET SIGNAL IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$15,675.

WHEREAS, the Mayor and City Council have determined that 84th Street signal improvements are necessary; and

WHEREAS, the FY21/22 Biennial Budget provides funding for this project;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that a professional services agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with Felsburg, Holt and Ullevig (FHU), Omaha, Nebraska, for 84th Street Signal Improvements in an amount not to exceed \$15,675.

PASSED AND APPROVED THIS 15TH DAY OF FEBRUARY 2022.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, MMC
City Clerk



December 28, 2021

RE: 84th Street Signal Improvements – Scope and Fee Estimate

Mr. Patrick M. Dowse, P.E.
City Engineer
City of La Vista
9900 Portal Road
La Vista, Nebraska 68128

Dear Mr. Dowse:

Thank you for the opportunity to submit this scope of services to develop design plans for proposed signal improvements at the intersections of 84th Street with City Centre Drive and 84th Street with Brentwood Drive/Main Street. The improvements will include a new CCTV camera at the 84th Street with City Centre Drive intersection and an overlap phase for the northbound right-turn lane.

At the intersection of 84th Street with Brentwood Drive/Main Street a new 4-section flashing yellow arrow (FYA) signal head for the southbound left-turn will be provided. Additionally, dual westbound left-turn lanes will be evaluated. Truck turning templates will be ran to determine if there are turning conflicts between the eastbound and westbound turning traffic before this improvement is designed. An overlap phase for the northbound right-turn lane will also be provided.

We are submitting this agreement for professional engineering services based on our understanding of the needed improvements as discussed. This letter agreement summarizes our understanding of the services requested, project schedule, and estimated engineering fees.

Scope of Services

FELSBURG HOLT & ULLLEVIG (FHU) TO PROVIDE THE FOLLOWING SERVICES:

Task 1 – Project Management

- a. *Project Management* – The FHU Project Manager will serve as point of contact, maintain project schedule and budget, be responsible for coordinating work, and provide regular progress reports with invoices. Mark Meisinger, PE, PTOE will serve as the Principal in Charge and Adam Denney, PE, PTOE will serve as the Project Manager for this project.
- b. *Quality Assurance & Quality Control (QA/QC)* – FHU will follow defined quality assurance and quality control practices as set forth in our firm's Total Quality Management Plan.

Task 2 – Meetings

- a. *Progress Meetings* – FHU will attend monthly progress/review meetings with City of La Vista staff. Based on the project schedule, this will include two (2) meetings:
 - Project Kickoff Meeting
 - Design Progress meetings at 60%

If requested by the City, FHU can attend additional meetings to report on project progress and answer questions at our standard hourly rates.

Task 3 – Traffic Engineering

- a. *Signal Modifications* – Complete the design of signal modifications required to provide a FYA signal head for the southbound left-turn lane at the intersection of 84th Street with Brentwood Drive/Main Street and installation of a new CCTV camera at the intersection of 84th Street with City Centre Drive and overlap phases for the northbound right-turn lanes at both intersections. New load switches will be required for any new FYA signal head installed.

Additionally, dual westbound left-turn lanes will be evaluated at intersection of 84th Street with Brentwood Drive/Main Street. Truck turning templates will be ran to determine if there are turning conflicts between the eastbound and westbound turning traffic before this improvement is designed. Design improvement may include new signal heads, additional signing and striping, and modifications to medians. Should modifications to the medians be required, a supplemental will be required and include survey and additional design elements.

- b. *CFM and Controller Programming* – Per the Memorandum of Understanding (MOU) established between the City of Omaha and City of La Vista for the 84th Street ASCT system, the City of Omaha is responsible for the programming of the Conflict Monitor (CFM) and updating the controller databases for the new flashing yellow arrow heads. The City of Omaha will provide IP addresses for the CCTV. FHU will coordinate with the City of Omaha to assist with the development of these items.
- c. *Signal Timings* – FHU will develop new clearance calculations and signal timings for the proposed signal phasing.

Task 4 – Design Plan Submittals

- a. *60% Plans* – FHU shall prepare a final plan set in accordance with City of Omaha standards and specifications. Plan sheets to be included in the submittal include the following:
 - Cover Sheet
 - General Note Sheets
 - Traffic Signal Modification Sheet
 - Traffic Signal Wiring Sheet
- b. *Final Plans* – FHU shall prepare a final plan set in accordance with City of Omaha standards and specifications. This includes, but is not limited to, the following sheets:
 - Cover Sheet
 - Summary of Quantities Sheet
 - General Notes Sheet
 - Detail Sheets
 - Construction Phasing Sheets (if needed)
 - Traffic Signal Modification Sheet
 - Traffic Signal Wiring Sheet

FHU shall prepare and submit all drawings, special provisions, and cost estimate, to the City's Project Manager for the final review. Upon City acceptance of the final plans, FHU shall prepare and submit the bid package to the City's Project Manager. The bid package will include sealed drawings, sealed special provisions, and an engineer's estimate.

- c. *Quality Assurance & Quality Control (QA/QC)* – FHU will perform quality control checks prior to any design submittal on the project. QA/QC checks will be conducted in accordance with our total quality management plan.
- d. *Cost Estimates* – FHU shall prepare a detailed cost estimate for the improvements at the 60% and Final submittals.
- e. *Special Provisions* – FHU will submit Special Provisions (if necessary) with the plan submittal.

Assumptions:

- All plans and specifications for the improvements will be prepared in accordance with City of Omaha standard plans/specifications.
- City of La Vista will provide as-builts of existing roadway network and traffic signals. FHU can contact City of Omaha as needed for as-built plans.
- No survey is anticipated for this project. Plans will be developed using an aerial photo base and existing as-builts. Should modifications to the medians be required, a supplemental will be required and include survey and additional design elements.
- Construction Engineering/Materials Testing is not included in the proposal.

Task 5 – Bidding Phase & Contract Documents

- a. *Shop Drawing Review* – FHU will review and approve shop drawings for the project.
- b. *Contract Document* – FHU will prepare the necessary contract documents through the City of La Vista for the project.

Project Schedule

Upon receipt of a signed agreement, FHU will begin working on this assignment. Upon notice to proceed, FHU will schedule a kick-off meeting which would be anticipated for the week of January 17, 2022. This meeting may occur by video or conference call. The proposed project schedule from this project is shown below:

MILESTONE	DATE
Agreement Approved	January 11, 2022
Kick-off Meeting	week of January 17, 2022
60% Design	February 2022
Final Design	March 2022
Bid Letting	TBD
Construction	TBD

Project Fee Estimate

We propose to conduct these services on a "time and materials" basis. Under such an agreement, we are compensated on an hourly basis for all labor and other direct costs, such as printing, are reimbursed at a rate of 1.1 times actual cost. The following are our standard hourly billing rates for the personnel expected to be involved in this project:

Principal	\$ 230.00/Hour	Engineer II	\$ 120.00/Hour
Associate	\$ 225.00/Hour	Engineer I	\$ 105.00/Hour
Engineer V	\$ 185.00/Hour	Sr. Designer	\$ 170.00/Hour
Engineer III	\$ 135.00/Hour	Admin	\$ 90.00/Hour

At these standard hourly rates, we have estimated that the above scope could be completed for a maximum budget of **\$15,675**. A detailed fee estimate (Exhibit A) and a copy of our 2022 standard rate sheet (Exhibit B) are attached. This amount would be established as a "not to exceed" limit beyond which no charges could be made without the City's prior written approval.

We appreciate the opportunity to provide these services to the City of La Vista and look forward to assisting you. If the scope of services and fee are acceptable, please have the appropriate official sign in the space provided below. By signing this agreement, the client acknowledges the attached Letter Agreement Standard Provisions (Exhibit C). Please return a signed copy of this contract proposal for our files. If you have any questions, please contact Mark Meisinger at 402.445.4405 or email at mark.meisinger@fhueng.com.

Sincerely,

FELSBURG HOLT & ULLEVIG



Mark Meisinger, PE, PTOE
Principal



Adam Denney, PE, PTOE
Project Manager

Accepted By

Title

Date

Attachments

- EXHIBIT A - Detailed Fee Estimate
- EXHIBIT B - 2022 Standard Rates Sheet
- EXHIBIT C - Letter Agreement Standard Provisions

O:\Marketing\Proposals\Letter Proposals\City of La Vista\84th Street Signal Modifications\84th St Signal Improvements Proposal
2021.12.28.docx

84th Street Signal Improvements
La Vista, NE

Detailed Fee Estimate



EXHIBIT A

12/28/2021

Work Hours By Task									
TASKS	PR	PM	Engr. V	Engr. III	Engr. II	Engr. I	Sr. Designer	Admin.	Total
Task 1 - Project Management									
a Project Management	2	4						2	6
b QA/QC									2
Task 2 - Meetings									
a Progress Meetings (2)	3	6							9
Task 3 - Traffic Engineering									
a Signal Modifications	2	2			4		6		12
b CFM and Controller Programming		4				2			8
b Signal Timings			4			2			6
Task 4 - Design Plans									
a 60% Plans	2			6		2	6		14
b Final		2		6			6		14
c QA/QC	2								2
d Cost Estimates					2				4
e Special Provisions	2	2					2		4
Task 5 - Bidding Phase & Contract Documents									
a Shop Drawing Reivew	2	2							4
b Contract Documents		6							6
TOTAL HOURS	13	28	4	12	6	6	20	2	91
Billing Rate	\$235.00	\$185.00	\$185.00	\$135.00	\$120.00	\$105.00	\$170.00	\$90.00	
TOTAL FEE	\$3,055	\$5,180	\$740	\$1,620	\$720	\$630	\$3,400	\$180	\$15,525

DIRECT PROJECT EXPENSES

ITEM	QUANTITY	UNIT PRICE	MARK UP
Mileage	50	Miles \$0.575	1.1 \$32
Printing (11x17)	130	Sheets \$0.12	1.1 \$17
Postage/Shipping/Misc.			\$101
TOTAL DIRECT PROJECT EXPENSES			\$150

MAXIMUM AMOUNT PAYABLE

\$15,675



2022 Rate Sheet

The following hourly billing rates apply to all “Time and Materials” contracts.

Staff Rates

Principal III	\$300
Principal II	\$260
Principal I	\$235
Associate.....	\$225
Advanced Mobility Director.....	\$250
Sr Adv. Mobility Engineer/Strategist.....	\$200
Adv. Mobility Lead Engineer/Strategist V.....	\$185
Adv. Mobility Engineer/Strategist IV.....	\$160
Adv. Mobility Engineer III.....	\$135
Adv. Mobility Analyst III.....	\$130
Adv. Mobility Engineer II.....	\$120
Adv. Mobility Analyst II.....	\$115
Adv. Mobility Engineer I.....	\$105
Adv. Mobility Analyst I.....	\$90
Sr. Engineer	\$200
Engineer V	\$185
Engineer IV	\$155
Engineer III.....	\$135
Engineer II	\$120
Engineer I	\$105
Sr. Env. Scientist/Transportation Planner.....	\$195
Env. Scientist/Transportation Planner V.....	\$175
Env. Scientist/Transportation Planner IV.....	\$155
Env. Scientist/Transportation Planner III.....	\$130
Env. Scientist/Transportation Planner II.....	\$115
Env. Scientist/Transportation Planner I.....	\$105
GIS Manager.....	\$170
GIS Specialist IV.....	\$155
GIS Specialist III.....	\$130
GIS Specialist II.....	\$115
GIS Specialist I	\$105
Lead ITS Specialist	\$200
CADD Manager/Lead Designer	\$195
Sr. Designer/Project Technician.....	\$170
Designer V/Project Technician V.....	\$155
Designer IV/Project Technician IV.....	\$140
Designer III/Project Technician III.....	\$115
Designer II/Project Technician II.....	\$100
Designer I/Project Technician I	\$90
Sr. Construction Technician	\$180
Construction Technician V.....	\$155
Construction Technician IV	\$130
Construction Technician III.....	\$115

Construction Technician II.....	\$100
Construction Technician I	\$85
Graphic Design Manager.....	\$155
Graphic Design Specialist V.....	\$145
Graphic Design Specialist IV.....	\$135
Graphic Design Specialist III	\$120
Graphic Design Specialist II	\$105
Graphic Design Specialist I	\$90
Intern I.....	\$60
Marketing Manager	\$150
Marketing Specialist.....	\$115
Systems Administrator	\$120
Sr. Administrative Assistant	\$120
Administrative.	\$90

Other Direct Costs

Plots

Bond.....	\$0.31/sq ft
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Prints

Black and White.....	\$0.12/print
Color	\$0.19/print

Presentation Boards

Bond Foam Core Mounted	\$1.51/sq ft
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Travel

Mileage.....	\$0.56/Mile (or current allowable Federal rate)
Truck (Construction)	\$45.00/day
Parking	Actual Costs
Lodging/Airfare	Actual Costs

Other Miscellaneous Costs

Courier/Postage	Actual Costs
Per Diem.....	Actual Costs
Subconsultants/Vendors	Actual Costs

Other direct costs are reimbursed at a rate of 1.1 times the rates above and/or actual costs.

Letter Agreement Standard Provisions

A. SERVICES BY THE CONSULTANT

The **CONSULTANT** agrees to perform all services, hereunder, using reasonable skill and judgment in accordance with applicable professional standards. **CONSULTANT** agrees to keep the **CLIENT** informed on its progress through periodic reports, and to maintain accurate records relating to its services for this project.

The **CONSULTANT** agrees to provide, directly or by association with such other Consultants or Contractors as it may deem necessary to further the interest of the **CLIENT**, the basic services as described in the Scope of Work provided in the signed Letter Proposal or Letter Agreement.

B. RESPONSIBILITIES OF THE CLIENT

The **CLIENT** shall provide and make available to the **CONSULTANT**, for his use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the **CONSULTANT** shall remain the property of the **CLIENT** and will be returned upon completion of its services.

The **CLIENT** shall make provisions for the **CONSULTANT** to enter upon public and private properties as required for the **CONSULTANT** to perform its services hereunder.

C. EXTRA WORK

The **CLIENT** may desire to have the **CONSULTANT** perform work or render services other than those provided in Scope of Work. This will be Extra Work. Work shall not proceed until so authorized by the **CLIENT**. Payment for all work under this Agreement shall be on an hourly basis plus expenses in accordance with the attached rate schedule. Charges for outside services, expenses, and subconsultant work will be billed at 1.10 times the invoice amount.

D. TIME OF BEGINNING AND COMPLETION

Execution of the Letter Proposal is authorization by the **CLIENT** for the **CONSULTANT** to proceed with the work (Time of Beginning). The original Time of Completion is as noted in the Letter Agreement.

E. PAYMENT

Unless otherwise provided herein, **CONSULTANT** shall submit monthly invoices for Basic, Additional or Special Services and for Reimbursable Expenses each month for work that has been performed. If hourly, invoices will be based on labor and expenses incurred. If lump sum, invoices will be based on the percentage of work completed.

~~Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month which is an annual interest rate of 12%. If any portion of, or an entire account remains unpaid 90 days after billing, the **CLIENT** shall pay all costs of collection, including reasonable attorney's fees.~~

F. DELAYS

If the **CONSULTANT** is delayed at any time in the progress of work by any act or neglect of the **CLIENT** or its agents, employees or contractors, or by changes in the work, or by

extended reviews by the **CLIENT**, fire, unavoidable casualties, or by any causes beyond the **CONSULTANT'S** control, the time schedule shall be extended for a reasonable length of time, and **CONSULTANT'S** compensation may be subject to renegotiation for increased expenses due to escalation of prices, extended services, rework, and/or other expenses incidental to such delays.

G. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work products developed by the **CONSULTANT** associated with this project are instruments of service for this project only and shall remain the property of the **CONSULTANT** whether the project is completed or not. The **CONSULTANT** shall furnish originals or copies of such work product to the **CLIENT** in accordance with the services required hereunder. Reuse of any of the work product of the **CONSULTANT** by the **CLIENT** on an extension of this project or on any other project without the written permission of the **CONSULTANT** shall be at the **CLIENT'S** risk and the **CLIENT** agrees to defend, indemnify, and hold harmless the **CONSULTANT** from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse by the **CLIENT** or by others acting through the **CLIENT**. Any reuse or adaptation of the **CONSULTANT'S** work product shall entitle the **CONSULTANT** to equitable compensation.

H. INSURANCE

During the course of the services, the **CONSULTANT** shall maintain Workmen's Compensation Insurance in accordance with the Workmen's Compensation laws of the State of Nebraska Professional Liability Insurance with a minimum coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate; Automobile Liability with a combined single limit coverage of \$1,000,000; and Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 aggregate. Upon request, the **CONSULTANT** shall provide certificates of insurance to the **CLIENT** indicating compliance with this paragraph.

I. TERMINATION

Either the **CLIENT** or the **CONSULTANT** may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. The **CLIENT** shall within sixty (60) calendar days of termination pay the **CONSULTANT** for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

J. DISPUTES

Any claim, dispute, or other matter in question between the **CLIENT** and the **CONSULTANT**, arising out of or relating to either's obligations to the other under this Agreement, shall, if possible, be resolved by negotiation between the **CLIENT'S** representative and the **CONSULTANT** Principal-in-Charge for the Project. **CLIENT** and **CONSULTANT** each commit to seeking resolution of such matters in an amicable, professional, and expeditious manner. If a matter cannot be resolved by these parties, no later than thirty (30) calendar days after either party submits an issue in writing for resolution,

representatives from executive management of the **CLIENT** and **CONSULTANT** shall attempt to resolve the matter through additional good faith negotiations. ~~If resolution cannot be reached within an additional thirty (30) calendar days, the **CLIENT** and **CONSULTANT** agree that all such unresolved disputes shall be submitted to nonbinding mediation.~~

Pending final resolution of the dispute, the **CONSULTANT** shall proceed diligently with the performance of the Basic Services as described in Article A, as directed by the **CLIENT**, and the **CLIENT** shall continue to pay the undisputed payments due to the **CONSULTANT** for such services in accordance with the payment provisions of this Agreement.

K. GOVERNING LAW

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the law of the State of Nebraska.

L. SUCCESSORS AND ASSIGNS

The **CLIENT** and the **CONSULTANT** each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

M. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the **CONSULTANT** and any other consulting business, or contractor, or material supplier on the project, nor obligate it to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

N. NOTICES

All notices and instructions given by either party to the other shall be in writing, and shall be deemed to be properly served if delivered to the address of record shown below, or if deposited in the United States Mail properly stamped with the required postage and addressed to such party at the address in the Letter Proposal or Letter Agreement. The date of service of a notice sent by mail shall be deemed to be the day following the date on which said notice is so deposited. Either party hereto shall have the right to change its address by giving the other party written notice thereof.

O. ACCURACY OF SERVICES AND LIMITATION OF LIABILITY

The **CONSULTANT** shall use reasonable professional skill and judgment in providing the services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by the **CONSULTANT**, an error or omission is discovered within a reasonable time, the **CONSULTANT** shall be responsible for correction of any work which must be removed or altered to meet the project requirements, provided the **CONSULTANT** is given a

reasonable opportunity to make remedial recommendations and to correct or arrange for the correction of the work itself. The **CONSULTANT** will not be liable for the cost of procurement of work or services performed in correcting such errors and/or omissions where such work or services result in a value to the Project over and above that which the original work or services provided.

In providing opinions of probable construction cost, the **CLIENT** understands that the **CONSULTANT** has no control over costs or the price of labor, equipment, or materials, or the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made based on the **CONSULTANT'S** qualifications, and experience. The **CONSULTANT** makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

The **CONSULTANT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CLIENT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CONSULTANT'S** negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the **CONSULTANT** is legally liable.

The **CLIENT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CONSULTANT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CLIENT'S** negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the **CLIENT** is legally liable, and arising from the project that is the subject of this Agreement. **CLIENT'S** amount of indemnity or costs incurred in providing the indemnity shall be limited to the same amount as the **CONSULTANT'S** liability is listed below.

As negotiated as a part of this Agreement, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the **CONSULTANT** and the **CONSULTANT'S** officers, directors, partners, employees, agents and subconsultants, to the **CLIENT** and anyone claiming by, through or under the **CLIENT**, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the **CONSULTANT** or the **CONSULTANT'S** officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total amount of \$100,000.

Upon execution of the Letter Agreement or Letter Proposal, the **CLIENT** thereby agrees to the terms of these Special Provisions.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 15, 2022 AGENDA

Subject:	Type:	Submitted By:
CHANGE ORDER NO.1 THOMPSON CREEK REHABILITATION – CENTRAL PARK EAST	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to approve a change order to the contract with Heimes Corporation to provide for quantity additions and deletions, for an increased amount of \$6,414.05 and a total project amount not to exceed \$843,750.50.

FISCAL IMPACT

The FY21/22 Biennial Budget provides funding for this project increase.

RECOMMENDATION

Approval

BACKGROUND

A contract with Heimes Corporation was approved on December 21, 2021 to complete the Central Park East portion of the Thompson Creek channel rehabilitation project. In early phases of shop drawing submittal, it was discovered that the quantity of Armorflex required for the project would be notably more than plan quantity as bid. However, certain quantity deletions, such as a reduction of the gabion baskets required near Edgewood Drive and with the Park View Boulevard connection to Central Park anticipated to be bid in the near future, a reduction of quantities offset the majority of the cost increases. There were also additional portions of trail removal and replacement that were added to the project to provide for a higher quality trail section until the Edgewood access portion of Central Park road rehabilitation is anticipated to be shifted out to a later phase of work.

Change Order No. 1 increases the contract amount not to exceed by 0.76% or \$6,414.05 for a revised total in an amount not to exceed of \$843,750.50.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH HEIMES CORPORATION, OMAHA, NEBRASKA, TO PROVIDE FOR QUANTITY ADDITIONS AND DELETIONS FOR AN INCREASED AMOUNT OF \$6,414.05 AND A TOTAL PROJECT AMOUNT NOT TO EXCEED \$843,750.50.

WHEREAS the City has determined it is necessary to make changes to provide for additions and deletions to the contract; with Heimes Corporation, and

WHEREAS the FY21/22 Biennial Budget provides funding for the project increase; and

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 Heimes Corporation, Omaha, Nebraska, to provide for additions and deletions for an increased amount of \$6,414.05 and a total project amount not to exceed \$843,750.50

PASSED AND APPROVED THIS 15TH DAY OF FEBRUARY, 2022.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

Change Order No. 1

DATE: January 28, 2022

PROJECT: Thompson Creek-Central Park East

TD2 File NO.: 171-422

OWNER: City of La Vista, Nebraska
8116 Park View Blvd.
La Vista, NE 68128

CONTRACTOR: Heimes Corp.
9144 South 147th Street
Omaha, NE 68138

CONTRACT DATE: December 28, 2022

DESCRIPTION OF CHANGES:

ADDITIONS:

Item	Description	Quantity	Unit	Unit Price	Amount
CO-1.1	Increase Qty of Common Earthwork, Contract Item 6	20	C.Y.	\$ 16.74	\$ 334.80
CO-1.2	Increase Qty of Stockpile Excavation on Site, Contract Item 7	160	C.Y.	\$ 6.18	\$ 988.80
CO-1.3	Increase Qty of Remove and Dispose A.C.C. Pavement, Contract Item 11	125	S.Y.	\$ 7.52	\$ 940.00
CO-1.4	Increase Qty of 6" PCC Trail Pavement, In Place, Contract Item 19	150	S.Y.	\$ 83.50	\$ 12,525.00
CO-1.5	Furnish & Place Crushed Rock Surfacing, (1-1/2" Minus Limestone) In Lieu of 7" PCC	75	TN	\$ 39.50	\$ 2,962.50
CO-1.6	Increase Qty of Armorflex 40L Creek Reinforcement, In Place, Contract Item 31	1,960	S.F.	\$ 22.77	\$ 44,629.20
CO-1.7	Increase Qty of Prairie 3 Plus Seeding, In Place, Contract Item 42	0.03	AC.	\$ 3,450.00	\$ 103.50
CO-1.8	Furnish & Maintain Sidewalk Detour Signs	1	LS	\$ 745.00	\$ 745.00
CO-1.9	Remove Additional Trees	4	EA	\$ 300.00	\$ 1,200.00

DELETIONS:

Item	Description	Quantity	Unit	Unit Price	Amount
CO-1.10	Decrease Qty of Gabion Baskets with Stone, In Place, Contract Item 33	75	C.Y.	\$ 405.00	(\$ 30,375.00)
CO-1.11	Decrease Qty of 4' Tall Black Vinyl Coated, Chain Link Fence, In Place, Contract Item 27	105	L.F.	\$ 60.35	(\$6,336.75)
CO-1.12	Delete 7" PCC Pavement, In Place, Contract Item 20	270	S.Y.	\$ 78.90	(\$ 21,303.00)

TOTAL ADDITIONS =	\$64,428.80
TOTAL DEDUCTIONS =	(\$ 58,014.75)
NET CHANGE IN CONTRACT PRICE =	\$ 6,414.05
ORIGINAL CONTRACT PRICE =	\$ 837,336.45
REVISED CONTRACT PRICE =	\$ 843,750.50

Reasons for Changes:

The quantity of Armorflex required for the project was underestimated by TD2. Portions of the existing asphalt trail were going to be saved in anticipation of replacement very soon with another project, however; that project may be delayed and providing a good quality trail for a period of time is desirable. Stone filled gabion baskets were proposed in an attempt to save several pine and spruce trees near Edgewood Blvd, but it was determined that impact to the roots of the trees would be too harmful, so some of the gabions and related fencing are being deleted. Additional trees were removed and earthwork quantities increased. At the west end of the Central Park roadway a partial cul-de-sac constructed of 7" concrete was proposed, but the access road to the Astro Theater will be constructed later this year making a temporary crushed rock turn-around sufficient.

Clarification:

Heimes Corp. will install and remove a temporary pipe for storm water management. This will be done as part of the Water Management, Contract Item 39, for no additional cost.


 Bradley Huyck, P.E.
 THOMPSON, DREESSEN & DORNER, INC.

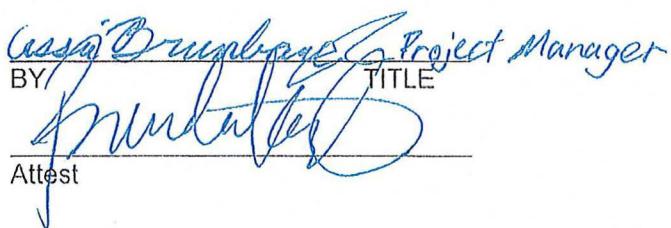
The undersigned parties to the above-referenced contract hereby agree to the changes as set forth above.

THE CITY OF LA VISTA, NEBRASKA

MAYOR

CLERK

HEIMES CORP.


 BY *Cassie Brueggeman* Project Manager
 TITLE *Manager*
 Attest *[Signature]*

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 15, 2022 AGENDA

Subject:	Type:	Submitted By:
DISCUSSION – PUBLIC SURVEILLANCE CAMERAS	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	BOB LAUSTEN CHIEF OF POLICE

SYNOPSIS

A discussion has been scheduled regarding the concept of surveillance cameras in city parks.

FISCAL IMPACT

N/A.

RECOMMENDATION

Discussion only.

BACKGROUND

The Mayor and City Council has asked for a discussion to be held on the concept of surveillance cameras in the city parks.