



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **D.J. BARCAL OF THE LA VISTA POLICE DEPARTMENT**, FOR 25 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.


WHEREAS, **D.J. Barcal**, has served the City of La Vista since June 14, 1993; and

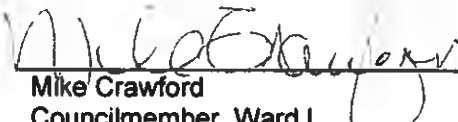
WHEREAS, **D.J. Barcal's** input and contributions to the City of La Vista have contributed to the success of the City.

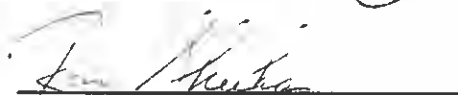
NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **D.J. Barcal** on behalf of the City of La Vista for 25 years of service to the City.


DATED THIS 19TH DAY OF JUNE, 2018.



Douglas Kindig, Mayor



Kim J. Thomas
Councilmember, Ward I



Mike Crawford
Councilmember, Ward I

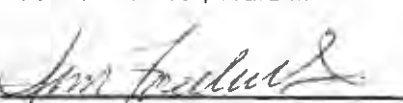

Ronald Sheehan
Councilmember, Ward II


Terrilyn Quick
Councilmember, Ward II

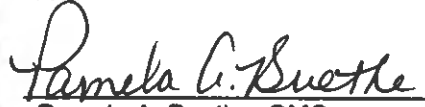

Deb Hale
Councilmember, Ward III


Alan W. Ronan
Councilmember, Ward III


Kelly R. Sell
Councilmember, Ward IV


Jim Frederick
Councilmember, Ward IV

ATTEST:


Pamela A. Buethe, CMC
City Clerk





CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **ZACHARY BURT OF THE LA VISTA PUBLIC WORKS DEPARTMENT**, FOR 10 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

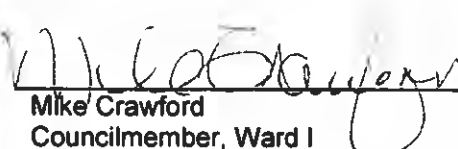
WHEREAS, **Zachary Burt**, has served the City of La Vista since June 11, 2008; and


WHEREAS, **Zachary Burt's** input and contributions to the City of La Vista have contributed to the success of the City.

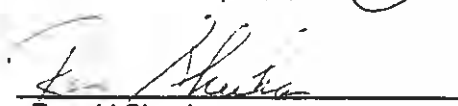
NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **Zachary Burt** on behalf of the City of La Vista for 10 years of service to the City.


DATED THIS 19TH DAY OF JUNE, 2018.

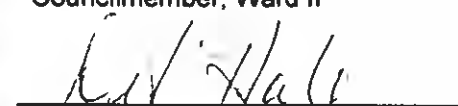

Douglas Kindig, Mayor

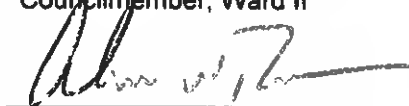

Mike Crawford
Councilmember, Ward I



Kim J. Thomas
Councilmember, Ward I

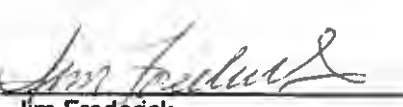

Ronald Sheehan
Councilmember, Ward II


Terrilyn Quick
Councilmember, Ward II

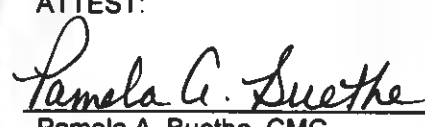

Deb Hale
Councilmember, Ward III


Alan W. Ronan
Councilmember, Ward III


Kelly R. Sell
Councilmember, Ward IV


Jim Frederick
Councilmember, Ward IV

ATTEST:


Pamela A. Buethe, CMC
City Clerk





CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **BRIAN BURKE OF THE LA VISTA PUBLIC WORKS DEPARTMENT**, FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.


WHEREAS, **Brian Burke**, has served the City of La Vista since June 3, 2013; and

WHEREAS, **Brian Burke's** input and contributions to the City of La Vista have contributed to the success of the City.


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


DATED THIS 19TH DAY OF JUNE, 2018.

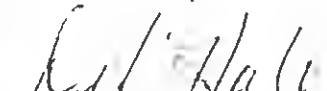

Douglas Kindig, Mayor



Kim J. Thomas
Councilmember, Ward I



Mike Crawford
Councilmember, Ward I

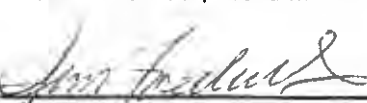

Ronald Sheehan
Councilmember, Ward II


Terrilyn Quick
Councilmember, Ward II


Deb Hale
Councilmember, Ward III


Alan W. Ronan
Councilmember, Ward III


Kelly R. Sell
Councilmember, Ward IV


Jim Frederick
Councilmember, Ward IV

ATTEST:


Pamela A. Buethe, CMC
City Clerk



MINUTE RECORD

A-2

No. 729 - FREDERICK & COMPANY, INC. OMAHA E13105561D

LA VISTA CITY COUNCIL MEETING JUNE 5, 2018

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on June 5, 2018. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Hale, Quick and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, Deputy City Clerk Carl, Police Chief Lausten, Director of Public Works Soucie, City Engineer Kottmann, Director of Administrative Services Pokorny, Finance Director Miserez, Library Director Barcal, Recreation Director Stopak and Human Resources Director Czarnick.

A notice of the meeting was given in advance thereof by publication in the Times on May 23, 2018. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

SERVICE AWARD - BRIAN AYALA

Mayor Kindig recognized Brian Ayala for 10 years of service to the City of La Vista.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE MAY 15, 2018 CITY COUNCIL MEETING
3. REQUEST FOR PAYMENT - OLSSON ASSOCIATES - PROFESSIONAL SERVICES - 84TH STREET REDEVELOPMENT SITE PREPARATION - \$1,181.60
4. REQUEST FOR PAYMENT - OLSSON ASSOCIATES - PROFESSIONAL SERVICES - LA VISTA CITY CENTRE REPLAT LOTS 16 & 17 - \$4,500.00
5. REQUEST FOR PAYMENT - OLSSON ASSOCIATES - PROFESSIONAL SERVICES - 96TH & BRENTWOOD TRAFFIC SIGNAL - \$8,522.78
6. REQUEST FOR PAYMENT - THOMPSON, DREESSEN & DORNER, INC. - LA VISTA PHASE 1 GOLF COURSE TRANSFORMATION - PROPOSED LAKE IMPROVEMENTS - \$10,726.70
7. REQUEST FOR PAYMENT - DLR GROUP - PROFESSIONAL SERVICES - LA VISTA CITY CENTRE PARKING FACILITY - \$7,605.00
 8. REQUEST FOR PAYMENT - VIERREGGER ELECTRIC CO. - CONSTRUCTION SERVICES - 96TH & BRENTWOOD TRAFFIC SIGNAL - \$71,722.83
 9. REQUEST FOR PAYMENT - ANDERSON EXCAVATING CO. - CONSTRUCTION SERVICES - DEMOLITION & SITE PREP MIXED-USE REDEVELOPMENT PROJECT AREA - \$41,553.62
10. REQUEST FOR PAYMENT - GRAHAM CONSTRUCTION, INC. - 84TH ST. REDEVELOPMENT AREA CITY CENTRE INFRASTRUCTURE - \$166,548.37
11. REQUEST FOR PAYMENT - PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT - DESIGN AND CONSTRUCTION SERVICES - WEST PAPIO TRAIL - GILES ROAD TO MILLARD - \$79,266.10
12. RESOLUTION NO. 18-073 - AUTHORIZE PAYMENT - 84TH & HARRISON EMERGENCY REPAIRS

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

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

MINUTE RECORD

June 5, 2018

NO. 728 — REDFELD & COMPANY, INC. OMAHA E1310556LD

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

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

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

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

13. RESOLUTION NO. 18-074 — EXTENSION FOR FILING FINAL PLAT — BROOK VALLEY BUSINESS PARK REPLAT 5

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

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

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

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

14. APPROVAL OF CLAIMS

3E-ELECTRICAL ENGINEERING, Services	\$158.16
4 SEASONS AWARDS, services	\$32.00
ABM SUPPLY, apparel	\$3,914.00
ACCESS BANK, supplies	\$277.04
ACCO UNLIMITED CORP, supplies	\$1,150.15
ACTION SIGNS INC, services	\$162.26
ALLY BANK, services	\$356.91
A-RELIEF, services	\$2,070.00
ASPHALT & CONCRETE MATERIALS, maint.	\$990.42
AWAREITY, services	\$132.00
BARONE SECURITY SYSTEMS, services	\$984.75
BISHOP BUSINESS EQUIPMENT, supplies	\$611.68
BLACK HILLS ENERGY, utilities	\$2,350.99
BOUND TREE MEDICAL, supplies	\$111.98
BRAD J EVERT, services	\$500.00
BRITE IDEAS DECORATING, services	\$3,138.00
BRYAN HILL ENTERTAINMENT, services	\$425.00
CALENTINE, JEFFREY, travel	\$764.66
CATERPILLAR FINANCIAL, services	\$3,075.62
CENTURY LINK, phones	\$353.13
CENTURY LINK BUSN SVCS, phones	\$35.64

MINUTE RECORD

June 5, 2018

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

CHRISTINE HOIT, services	\$280.00
CITY OF OMAHA, services	\$197,385.75
CITY OF PAPILLION, services	\$193,936.46
CIVICPLUS, services	\$100.00
CMS-CTR FOR MUNICIPAL SOLUTNS, services	\$250.00
COMP CHOICE INC, services	\$556.00
CONSOLIDATED MANAGEMENT, services	\$25.36
CONTROL MASTERS INC, bld&grnds	\$789.33
COSGRAVE CO, services	\$270.00
COX COMMUNICATIONS, services	\$147.03
DAIKIN APPLIED, bld&grnds	\$227.50
DELL MARKETING L.P., services	\$2,589.61
DESIGN WORKSHOP INC, services	\$128.70
DIAMOND VOGEL PAINTS, bld&grnds	\$702.49
DIGITAL ALLY INC, services	\$40.00
DILLON BROS HARLEY DAVIDSON, maint.	\$3,719.41
DONALD B EIKMEIER, services	\$1,259.40
DULTMEIER SALES, services	\$12.44
EDGEWEAR SCREEN PRINTING, apparel	\$2,938.00
ENTERPRISE FM TRUST, services	\$580.01
ESRI INC, services	\$3,350.00
EVENT STAGING SYSTEMS LLC, services	\$2,200.00
EXPRESS DISTRIBUTION LLC, supplie	\$45.48
FBG SERVICE CORP, services	\$5,965.00
FEDEX, services	\$19.98
FERGUSON ENTERPRISES INC, services	\$1,417.50
FIRST NATIONAL BANK FREMONT, bonds	\$182,156.25
FIRST WIRELESS INC, services	\$615.60
FOCUS PRINTING, services	\$569.80
FUN SERVICES - OM, services	\$1,539.00
G I CLEANER & TAILORS, services	\$336.25
GALE, books	\$71.22
GENUINE PARTS CO-OMAHA, maint.	\$1,324.19
GILMORE & BELL PC, services	\$2,500.00
GRAYBAR ELECTRIC CO INC, bld&grnds	\$313.22
GREATAMERICA FINANCIAL, services	\$805.00
HAMILTON COLOR LAB INC, services	\$175.00
HARTS AUTO SUPPLY, maint.	\$178.00
HDR ENGINEERING INC, services	\$12,179.51
HERC RENTALS INC, services	\$224.36
HOME DEPOT, bld& grnds	\$213.04
HONG'S ALTERATION & DRY CLEANING, services	\$526.00
HOTSY EQUIPMENT CO, services	\$29.88
HUNTEL COMMUNICATIONS, INC, services	\$813.09
HY-VEE INC, services	\$33.74
JEBRO INC, services	\$33.60
JOHNSTONE SUPPLY CO, bld&grnds	\$195.75
KERFORD LIMESTONE CO, maint.	\$199.64
LARSEN SUPPLY CO, bld&grnds	\$55.88
LAUSTEN JR ROBERT S, services	\$4,620.00
LEXIS NEXIS MATTHEW BENDER, services	\$65.08
LINCOLN POLICE DEPT, services	\$179.94
LOGAN CONTRACTORS SUPPLY, apparel	\$509.64
LOU'S SPORTING GOODS, supplies	\$776.90
LOVELAND GRASS PAD, services	\$9.87
LUEDERS LOCK & KEY INC, services	\$349.00
MARCO INC, services	\$251.52
MATHESON TRI-GAS INC, bld&grnds	\$31.51
MAX I WALKER RENTAL, services	\$985.98
MENARDS-RALSTON. Services	\$929.39

MINUTE RECORD

June 5, 2018

No. 729 — REDFIELD & COMPANY, INC. OMAHA E1310558LD

METRO AREA TRANSIT, services	\$570.00
METRO COMM COLLEGE, services	\$15,275.73
MUD, utilities	\$2,545.16
MEYO ENTERPRISES, LLC services	\$1,260.00
MH ENTERPRISE, services	\$200.00
JARVIS, MICHAEL, travel	\$59.95
MID CON SYSTEMS INC, bld&grnds	\$237.75
MIDWEST FENCE CO, services	\$105.80
MIDWEST SERVICE AND SALES CO, services	\$1,782.00
MILLER PRESS, services	\$370.00
MNJ TECHNOLOGIES DIRECT INC, services	\$2,875.00
MSC INDUSTRIAL SUPPLY CO, bld&grnds	\$55.00
MULHALL'S, services	\$14,475.48
MUZZY ICE SERVICE INC, services	\$257.50
NATIONAL EVERYTHING WHOLESALE, supplies	\$542.60
NCMA-NEBR CITY MGRS-MEMBERSHIP, services	\$200.00
NE DEPT OF LABOR, bld&grnds	\$120.00
NE DEPT OF REVENUE, sales tax	\$693.05
NEBRASKA FURNITURE MART, services	\$1,138.20
NE LAW ENFORCEMENT, services	\$340.00
NETWORKFLEET, INC, services	\$663.54
OFFICE DEPOT INC, supplies	\$1,041.71
OFFUTT YOUTH CENTER, services	\$1,120.00
OLSSON ASSOCIATES, services	\$47,451.31
OMAHA COMPOUND CO, supplies	\$331.44
OPPD, utilities	\$44,695.77
OMAHA WINDUSTRIAL CO, bld&grnds	\$566.52
OMAHA WORLD-HERALD, services	\$590.23
PAMELA KAY SORENSEN, services	\$142.76
PAPILLION-LA VISTA SOUTH BAND, services	\$50.00
PAPIO-MO RVR NRD WATERSHED, services	\$5,000.00
PARK YOUR PAWZ INC, services	\$60.00
PETTY CASH, pool drawers	\$300.00
PLAINS EQUIPMENT GROUP, maint.	\$2,234.54
RAINBOW GLASS & SUPPLY, maint.	\$39.95
RALSTON ADVERTISING, supplies	\$653.40
RDG GEOSCIENCE & ENGINEERING, services	\$722.79
REGAL AWARDS OF DISTINCTION, services	\$585.90
SAPP BROS PETROLEUM INC, maint.	\$639.50
SARPY COUNTY CHAMBER, services	\$50.00
SARPY COUNTY COURTHOUSE, services	\$4,100.03
SARPY COUNTY LANDFILL, services	\$3,042.31
SCHEMMER ASSOCIATES INC, services	\$160.00
SHEPPARD'S BUSINESS INTERIORS, services	\$60.00
SIGN IT, services	\$2,013.20
SILAS CREEK, services	\$2,000.00
SOUTHERN UNIFORM & EQUIPMENT, apparel	\$467.46
SPENCER FANE LLP, services	\$5,096.50
SUN COUNTRY DISTRIBUTING LTD, bldg&grnds	\$794.04
SUNSET LAW ENFORCEMENT LTD, supplies	\$214.90
TED'S MOWER SALES, services	\$153.40
TERRY FLECK, services	\$135.00
THERMO KING CHRISTENSEN, maint.	\$274.07
THOMPSON DREESSEN & DORNER, services	\$5,176.77
KELLER, Tim, travel	\$78.00
TOSHIBA FINANCIAL, services	\$127.40
TRACTOR SUPPLY, services	\$63.96
TRADE WELL PALLET INC, services	\$360.00
TRANE U S INC, bld&grnds	\$302.74
TRANS UNION RISK, services	\$55.30

MINUTE RECORD

June 5, 2018

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

TRUCK CENTER CO, maint.	\$81.50
U.S. CELLULAR, phones	\$886.49
UNIVERSITY OF NEBRASKA LINCOLN, services	\$250.00
UTILITY EQUIPMENT CO, bkd&grnds	\$81.04
VERIZON WIRELESS, phones	\$223.84
VIERREGGER ELECTRIC CO, services	\$1,116.00
WALLACE BARNETT JR CISM FOUNDATION, services	\$150.00
WAL-MART COMMUNITY, supplies	\$1,135.63
WOODHOUSE LINCLN-MAZDA-PORSCHE, maint.	\$44.08

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

Director of Administrative Services Pokorny reported on the impact of the Bond for the Hotel/Conference Center.

Human Resources Director Czarnick introduced Patricia Anderson, the new Human Resources Generalist.

Recreation Director Stopak reported that the pool opened on Memorial Day Weekend and on upcoming events at the Community Center.

Police Chief Lauston reported on the Active Shooter Training Event. He also reported that Salute to Summer went well from law enforcement's perspective. In July, the Department will collaborate with other agencies on a ten-agency patch shirt to raise money for charity.

Director of Public Works Soucie reported that the 4th Annual Public Works Expo will be held on June 9.

B. RESOLUTION – RATIFYING THE CALL FOR REDEMPTION – ECONOMIC DEVELOPMENT FUND BONDS, SERIES 2007

Councilmember Sell introduced and moved for the adoption of Resolution No. 18-075 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RATIFYING THE CALL FOR THE REDEMPTION OF ECONOMIC DEVELOPMENT FUND BONDS, SERIES 2007

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

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

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

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

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

Section 3. The actions of the Mayor, City Administrator and Director of Administrative Services of the City (each, an "Authorized Officer") to direct the call of the Bonds at any time are hereby authorized, ratified and confirmed, and such

MINUTE RECORD

June 5, 2018

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

determination, when made in writing (the "Direction for Call"), shall and does constitute the action of the City without further action of the Mayor and City Council of the City.

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

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

C. RESOLUTION – DESIGN & CONSTRUCTION PHASE ENGINEERING AGREEMENT – AMENDMENT NO. 4

Councilmember Hale introduced and moved for the adoption of Resolution No.18-076 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA APPROVING AMENDMENT NUMBER FOUR TO THE PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES TO PROVIDE CONSTRUCTION PHASE ENGINEERING SERVICES FOR ACCESS IMPROVEMENTS RELATED TO THE 84TH STREET REDEVELOPMENT AREA IN AN AMOUNT NOT TO EXCEED \$53,751.50.

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

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

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

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

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

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

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

D. RESOLUTION – PROFESSIONAL SERVICES AGREEMENT – CONSTRUCTION PHASE ENGINEERING – PARKING STRUCTURE NO. 1 IN OFFSTREET PARKING DISTRICT NO. 2

Mayor Kindig announced that this item has been withdrawn from the agenda.

E. RESOLUTION - CHANGE ORDER NO. 2 – CITY CENTRE INFRASTRUCTURE – PAVEMENT & SEWERS

Councilmember Quick introduced and moved for the adoption of Resolution No.18-078 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NO. 2 TO THE CONTRACT WITH GRAHAM CONSTRUCTION, INC., OMAHA, NEBRASKA, TO PROVIDE FOR ADDITIONS OF WORK, FOR AN ADDITIONAL AMOUNT NOT TO EXCEED \$115,225.88.

MINUTE RECORD

June 5, 2018

NO. 729 - REDFELD & COMPANY, INC. OMAHA E1310556LD

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

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

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

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

F. RESOLUTION - CHANGE ORDER NO. 4 - CITY CENTRE DEMOLITION & SITE PREPARATION (ACTION ON THIS ITEM WILL BE TAKEN BY THE LA VISTA COMMUNITY DEVELOPMENT AGENCY)

Councilmember Thomas introduced and moved for the adoption of Resolution No.18-079 entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH ANDERSON EXCAVATING CO., INC., OMAHA, NEBRASKA, TO PROVIDE FOR REVISIONS TO COMPLETION DATES, ADJUSTMENT OF PAVEMENT REMOVAL QUANTITIES, COST ADJUSTMENT AND REMOBILIZATION, AND VARIOUS CHANGES TO SCOPE OF WORK FOR A DECREASE TO THE CONTRACT PRICE OF \$9,060.76.

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

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

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

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

G. RESOLUTION - AMENDMENT TO INTERLOCAL AGREEMENT - SARPY COUNTY AND CITIES WASTEWATER AGENCY

Councilmember Sell introduced and moved for the adoption of Resolution No.18-080 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE AMENDMENT TO THE INTERLOCAL AGREEMENT CREATING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY

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

WHEREAS, pursuant to Section XVII of the Agreement, the Agency Board may amend the Agreement upon the execution of a written amendment by

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

the governing bodies of all Members, and the approval of resolutions adopting the terms of the written amendment by the governing body of each Member; and

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

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

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

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

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

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

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 - APPROVAL OF FY2017/18 BUDGET – SARPY COUNTY AND CITIES WASTEWATER AGENCY

Councilmember Hale introduced and moved for the adoption of Resolution No. 18-081 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY PROPOSED FY 2017-2018 BUDGET

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

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

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

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

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

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

MINUTE RECORD

June 5, 2018

No. 728 -- REDFIELD & COMPANY, INC. OMAHA E1310556LD

I. APPROVAL OF THE CATERING ENDORSEMENT APPLICATION FOR A RETAIL CLASS CG LIQUOR LICENSE – ENTERTAINMENT MANAGEMENT CO. DBA ALAMO DRAFTHOUSE CINEMA

1. PUBLIC HEARING

At 7:16 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion of the Catering Endorsement application for a Retail Class CG Liquor License for Entertainment Management Co. dba Alamo Draffthouse Cinema.

There was no public comment.

At 7:16 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

2. RESOLUTION

Councilmember Sell introduced and moved for the adoption of Resolution No. 18-082 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CATERING ENDORSEMENT APPLICATION FOR A RETAIL CLASS CG LIQUOR LICENSE FOR ENTERTAINMENT MANAGEMENT CO. DBA ALAMO DRAFTHOUSE CINEMA, IN LA VISTA, NEBRASKA.

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

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

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

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

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

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

J. RESOLUTION – APPROVAL OF CARPET REPLACEMENT – POLICE DEPARTMENT

Councilmember Quick introduced and moved for the adoption of Resolution No. 18-083 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF CARPETING FOR THE POLICE STATION FROM KELLY'S CARPET, OMAHA, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$16,000.

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

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

MINUTE RECORD

June 5, 2018

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

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

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

Seconded by Councilmember Thomas. There was discussion regarding the replacement schedule, available funding, and total cost. Councilmember Quick amended her motion to \$36,241 to complete the entire project. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

K. RESOLUTION – AUTHORIZE REPAIR – BASKETBALL BACKSTOP UNITS

Councilmember Hale introduced and moved for the adoption of Resolution No. 18-084 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EMERGENCY REPAIR OF SIX (6) BASKETBALL BACKSTOP UNITS IN THE LA VISTA COMMUNITY CENTER BY MEYO ENTERPRISES, LLC, ASHLAND, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$18,602.00.

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

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

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

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

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

L. DISCUSSION – CITY COUNCIL WORK SESSION FOLLOW UP

City Administrator Gunn and Assistant City Administrator Ramirez presented binders to the Council with information on park improvements, City Hall space needs, City marketing/branding, and general business occupation taxes. Discussion was held.

Councilmember Sell made a motion to receive and file the information. Seconded by Councilmember Sheehan. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

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

COMMENTS FROM THE FLOOR

There were no comments from the floor.

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June 5, 2018

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

M. EXECUTIVE SESSION – LAND ACQUISITION; CONTRACT NEGOTIATIONS; PERSONNEL

At 7:54 p.m. Councilmember Crawford made a motion to go into executive session for protection of the public interest for negotiating guidance regarding land acquisition and contract negotiations and for the protection of an individual to discuss personnel matters. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 8:33 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. 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 MAYOR AND COUNCIL

Councilmember Sheehan commented that he would like to see closing signs at the parks.

Mayor Kindig asked the Council if they would like to move the date of the July 3rd meeting. There was Council consensus to move the meeting to Monday, June 2 at 6:00 p.m. Mayor Kindig announced that Councilmember Thomas will preside over the meeting as he will be absent.

At 8:35 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Quick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 19TH DAY OF JUNE 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the seven months ending April 30th, 2018
58% of the Fiscal Year 2018

Preliminary

	<u>Budget</u> <u>(12 month)</u>	<u>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>					
General Fund	\$ 16,914,117	\$ 3,067,014	\$ 8,112,692	\$ (8,801,425)	48%
Sewer Fund	4,243,469	316,514	2,148,514	(2,094,955)	51%
Debt Service Fund	5,496,931	994,627	2,415,749	(3,081,182)	44%
Lottery Fund	1,395,461	107,896	687,178	(708,283)	49%
Economic Development Fund	30,060	296,643	593,287	563,227	
Off Street Parking Fund	514	-	-	(514)	0%
Redevelopment Fund	2,531,484	181,329	962,875	(1,568,609)	38%
Police Academy	80,012	-	80,000	(12)	100%
Total Revenues	30,692,048	4,964,023	15,000,295	(15,691,753)	49%
<u>EXPENDITURES</u>					
General Fund	17,633,989	1,423,644	8,976,268	(8,657,721)	51%
Sewer Fund	3,644,947	218,002	1,044,614	(2,600,333)	29%
Debt Service Fund	4,481,471	32,142	2,323,056	(2,158,415)	52%
Lottery Fund	692,994	42,899	289,797	(403,197)	42%
Economic Development Fund	16,425,000	-	1,996,939	(14,428,061)	12%
Off Street Parking Fund	585,523	4,278	523,151	(62,372)	89%
Redevelopment Fund	1,025,825	15,887	11,713,855	10,688,030	
Police Academy	91,728	6,494	39,441	(52,287)	43%
Total Expenditures	44,581,477	1,743,347	26,907,121	(17,674,356)	60%
<u>REVENUES NET OF EXPENDITURES</u>					
General Fund	(719,872)	1,643,370	(863,576)	(143,704)	
Sewer Fund	598,522	98,512	1,103,900	505,378	
Debt Service Fund	1,015,460	962,485	92,693	(922,767)	
Lottery Fund	702,467	64,997	397,381	(305,086)	
Economic Development Fund	(16,394,940)	296,643	(1,403,652)	14,991,288	
Off Street Parking Fund	(585,009)	(4,278)	(523,151)	61,858	
Redevelopment Fund	1,505,659	165,441	(10,750,980)	(12,256,639)	
Police Academy	(11,716)	(6,494)	40,559	52,275	
Revenues Net of Expenditures	(13,889,429)	3,220,676	(11,906,826)	1,982,603	
<u>Capital Improvement Program Fund</u>					
<u>REVENUES</u>	117	-	-	(117)	0%
<u>EXPENDITURES</u>	28,044,751	212,814	3,078,955	(24,965,796)	11%
<u>REVENUES NET OF EXPENDITURES</u>	(28,044,634)	(212,814)	(3,078,955)	24,965,679	
<u>TRANSFERS IN & BOND PROCEEDS</u>	28,044,751	20,219	2,961,155	(25,083,596)	11%
Net Activity	117	(192,595)	(117,800)	(117,917)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the seven months ending April 30th, 2018
58% of the Fiscal Year 2018

Preliminary

	<u>Budget</u> <u>(12 month)</u>	<u>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>TRANSFERS IN & BOND PROCEEDS</u>					
General Fund	93,625	-	53,131	(40,494)	57%
Sewer Fund	-	-	3,143	3,143	0%
Debt Service Fund	-	-	-	-	-
Capital Improvement Program Fund	28,044,751	20,219	2,961,155	(25,083,596)	11%
Lottery Fund	-	-	-	-	-
Economic Development Fund	600,000	-	600,000	-	100%
Off Street Parking Fund	590,000	-	526,191	(63,809)	89%
Redevelopment Fund	19,857,507	-	18,764,283	(1,093,224)	94%
Police Academy	20,000	-	-	(20,000)	0%
Transfers In	49,205,883	20,219	22,907,903	(26,297,980)	47%

TRANSFERS OUT

General Fund	(1,210,000)	-	(1,126,191)	83,809	93%
Sewer Fund	(380,000)	-	-	380,000	0%
Debt Service Fund	(5,528,600)	-	(313,434)	5,215,166	6%
Capital Improvement Program Fund	-	-	-	-	-
Lottery Fund	(372,269)	-	(79,678)	292,591	21%
Economic Development Fund	-	-	-	-	-
Off Street Parking Fund	-	-	-	-	-
Redevelopment Fund	(21,857,507)	(20,219)	(2,605,928)	19,251,579	12%
Police Academy	-	-	-	-	-
Transfers Out	(29,348,376)	(20,219)	(4,125,232)	25,223,144	14%

NET TRANSFERS & BOND PROCEEDS

General Fund	(1,116,375)	-	(1,073,060)	43,315	96%
Sewer Fund	(380,000)	-	3,143	383,143	-
Debt Service Fund	(5,528,600)	-	(313,434)	5,215,166	6%
Capital Improvement Program Fund	28,044,751	20,219	2,961,155	(25,083,596)	11%
Lottery Fund	(372,269)	-	(79,678)	292,591	21%
Economic Development Fund	600,000	-	600,000	-	100%
Off Street Parking Fund	590,000	-	526,191	(63,809)	89%
Redevelopment Fund	(2,000,000)	(20,219)	16,158,355	18,158,355	-
Police Academy	20,000	-	-	(20,000)	0%
Bond Proceeds	19,857,507	-	18,782,672	(1,074,835)	95%

NET FUND ACTIVITY

General Fund	(1,836,247)	1,643,370	(1,936,636)	(100,389)
Sewer Fund	218,522	98,512	1,107,043	888,521
Debt Service Fund	(4,513,140)	962,485	(220,741)	4,292,399
Capital Improvement Program Fund	117	(192,595)	(117,800)	(117,917)
Lottery Fund	330,198	64,997	317,703	(12,495)
Economic Development Fund	(15,794,940)	296,643	(803,652)	14,991,288
Off Street Parking Fund	4,991	(4,278)	3,040	(1,951)
Redevelopment Fund	(494,341)	145,222	5,407,375	5,901,716
Police Academy	8,284	(6,494)	40,559	32,275
Net Activity	\$ (22,076,556)	\$ 3,007,862	\$ 3,796,891	\$ 25,873,447

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the seven months ending April 30th, 2018
58% of the Fiscal Year 2018

<u>Preliminary</u>	<u>General Fund</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>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 Taxes	\$ 6,593,220	\$ 2,165,489	\$ 3,421,314	\$ (3,171,906)	52%
Sales and use taxes	5,028,839	353,919	1,885,782	(3,143,057)	37%
Payments in Lieu of taxes	275,000	-	-	(275,000)	0%
State revenue	1,720,423	153,825	1,021,934	(698,489)	59%
Occupation and franchise taxes	1,070,492	49,447	538,097	(532,395)	50%
Hotel Occupation Tax	997,500	83,698	507,281	(490,219)	51%
Licenses and permits	537,536	222,428	429,861	(107,675)	80%
Interest income	20,568	3,665	27,025	6,457	131%
Recreation fees	153,455	6,728	76,933	(76,522)	50%
Special Services	23,889	1,866	11,691	(12,198)	49%
Grant Income	256,759	11,319	97,682	(159,077)	38%
Other	236,436	14,631	95,092	(141,344)	40%
Total Revenues	16,914,117	3,067,014	8,112,692	(8,801,425)	48%
<u>EXPENDITURES</u>					
Current					
Administrative Services	879,230	89,098	448,167	(431,063)	51%
Mayor and Council	234,444	10,065	108,229	(126,215)	46%
Boards & Commissions	10,133	820	4,757	(5,376)	47%
Public Buildings & Grounds	543,114	32,381	194,532	(348,582)	36%
Administration	785,352	79,121	415,956	(369,396)	53%
Police and Animal Control	4,801,966	336,155	2,635,870	(2,166,096)	55%
Fire	2,131,593	154,111	1,074,692	(1,056,901)	50%
Community Development	627,525	51,161	330,090	(297,435)	53%
Public Works	3,678,248	231,419	1,770,120	(1,908,128)	48%
Recreation	831,878	57,696	347,859	(484,019)	42%
Library	834,933	62,975	430,644	(404,289)	52%
Information Technology	244,423	6,783	165,283	(79,140)	68%
Human Resources	977,744	35,377	353,670	(624,074)	36%
Public Transportation	98,664	5,671	43,209	(55,455)	44%
Capital outlay	954,742	270,811	653,190	(301,552)	68%
Total Expenditures	17,633,989	1,423,644	8,976,268	(8,657,721)	51%
<u>REVENUES NET OF EXPENDITURES</u>	<u>(719,872)</u>	<u>1,643,370</u>	<u>(863,576)</u>	<u>(143,704)</u>	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in (Lottery)	93,625	-	53,131	(40,494)	57%
Operating transfers out (EDF, OSP, CIP)	(1,210,000)	-	(1,126,191)	83,809	93%
Bond/registered warrant proceeds	-	-	-	-	0%
Total other Financing Sources (Uses)	<u>(1,116,375)</u>	<u>-</u>	<u>(1,073,060)</u>	<u>43,315</u>	<u>96%</u>
EXCESS OF REVENUES AND OTHER FINANCING					
SOURCES OVER (UNDER) EXPENDITURES					
AND OTHER FINANCING USES	\$ <u>(1,836,247)</u>	\$ <u>1,643,370</u>	\$ <u>(1,936,636)</u>	\$ <u>(100,389)</u>	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS
For the seven months ending April 30th, 2018
58% of the Fiscal Year 2018

<u>Preliminary</u>	<u>Sewer Fund</u>				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>(Under) Budget</u>	<u>% of Budget Used</u>
REVENUES					
User fees	\$ 4,023,015	\$ 289,049	2,038,300	\$ (1,984,715)	51%
Service charge and hook-up fees	206,806	27,034	101,284	(105,523)	49%
Grant Income	10,000	-	-	(10,000)	0%
Miscellaneous (MUD old SID refunds)	457	316	6,269	5,812	
Total Revenues	4,240,278	316,399	2,145,853	(2,094,425)	51%
EXPENDITURES					
General & Administrative	172,093	4,997	92,035	(80,058)	53%
Maintenance	3,355,372	209,830	898,343	(2,457,029)	27%
Storm Water Grant	56,002	100	13,895	(42,107)	25%
Capital Outlay	61,480	3,076	40,341	(21,139)	66%
Total Expenditures	3,644,947	218,002	1,044,614	(2,600,333)	29%
OPERATING INCOME (LOSS)	595,331	98,397	1,101,239	505,908	
NON-OPERATING REVENUE (EXPENSE)					
Interest income	3,191	115	2,661	(530)	83%
	3,191	115	2,661	(530)	83%
INCOME (LOSS) BEFORE OPERATING TRANSFERS	598,522	98,512	1,103,900	505,378	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (Lottery Events)	-	-	3,143	3,143	0%
Operating transfers out (CIP)	(380,000)	-	-	380,000	0%
Total other Financing Sources (Uses)	(380,000)	-	3,143	383,143	-1%
NET INCOME (LOSS)	\$ 218,522	\$ 98,512	\$ 1,107,043	\$ 888,521	

Note: City of Omaha billing (Maintenance Expense) in arrears for January, February, March, and April estimated at \$750,000.
Adjusted (Under) Over Budget \$138,521.
October includes Big Papio Creek Siphon maintenance expense of \$74,549.

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the seven months ending April 30th, 2018
58% of the Fiscal Year 2018

<u>Preliminary</u>	<u>Debt Service Fund</u>				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>	<u>% of budget Used</u>
<u>REVENUES</u>					
Property Taxes	\$ 2,110,551	\$ 726,204	1,080,595	\$ (1,029,956)	51%
Sales and use taxes	2,514,420	176,960	942,891	(1,571,529)	37%
Payments in Lieu of taxes	-	-	-	-	0%
Interest income	10,117	3,043	21,077	10,960	208%
Other (Special Assessments; Fire Reimbursmt)	861,843	88,420	371,185	(490,658)	43%
Total Revenues	5,496,931	994,627	2,415,749	(3,081,182)	44%
<u>EXPENDITURES</u>					
Current:					
Administration	90,000	8,035	15,311	(74,689)	17%
Fire Contract Bond	300,056	24,107	168,749	(131,307)	56%
Debt service:					
Principal	3,123,200	-	1,830,000	(1,293,200)	59%
Interest	968,215	-	308,996	(659,219)	32%
Total Expenditures	4,481,471	32,142	2,323,056	(2,158,415)	52%
<u>REVENUES NET OF EXPENDITURES</u>	1,015,460	962,485	92,693	(922,767)	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in (Lottery Bond)	-	-	-	-	0%
Operating transfers out (CIP)	(5,528,600)	-	(313,434)	5,215,166	6%
Bond/registered warrant proceeds	-	-	-	-	0%
Total other Financing Sources (Uses)	(5,528,600)	-	(313,434)	5,215,166	
<u>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</u>					
	\$ (4,513,140)	\$ 962,485	\$ (220,741)	\$ 4,292,399	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the seven months ending April 30th, 2018
58% of the Fiscal Year 2018

<u>Preliminary</u>	<u>Capital Fund</u>				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>	<u>% of budget Used</u>
<u>REVENUES</u>					
Interest income	\$ 117	\$ -	\$ -	\$ (117)	0%
Grant Income	-	-	-	-	0%
Interagency	-	-	-	-	0%
Total Revenues	117	-	-	(117)	0%
<u>EXPENDITURES</u>					
Current					
Capital outlay	28,044,751	212,814	3,078,955	(24,965,796)	11%
Total Expenditures	28,044,751	212,814	3,078,955	(24,965,796)	11%
<u>REVENUES NET OF EXPENDITURES</u>	<u>(28,044,634)</u>	<u>(212,814)</u>	<u>(3,078,955)</u>	<u>24,965,679</u>	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	28,044,751	20,219	2,961,155	(25,083,596)	11%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	-	-	-	-	0%
Total other Financing Sources (Uses)	28,044,751	20,219	2,961,155	(25,083,596)	11%
<u>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</u>					
	\$ 117	\$ (192,595)	\$ (117,800)	\$ (117,917)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the seven months ending April 30th, 2018
58% of the Fiscal Year 2018

<u>Preliminary</u>	<u>Lottery Fund</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>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					
Lottery Rev/Community Betterment	\$ 1,000,000	\$ 76,736	\$ 480,759	\$ (519,241)	48%
Lottery Tax Form 51	360,000	30,695	192,206	(167,794)	53%
Event Revenue	25,700	(1,435)	129	(25,571)	1%
Interest income	9,761	1,900	14,085	4,324	144%
Miscellaneous / Other	-	-	-	-	0%
Total Revenues	1,395,461	107,896	687,178	(708,283)	49%
EXPENDITURES					
Current					
Professional Services	200,493	1,875	67,239	(133,254)	34%
Salute to Summer	30,498	4,112	6,796	(23,702)	22%
Community Events	9,349	1,498	9,851	502	105%
Events - Marketing	27,228	4,719	12,157	(15,071)	45%
Recreation Events	9,683	-	1,550	(8,133)	16%
Concert & Movie Nights	10,506	-	-	(10,506)	0%
Travel & Training	45,237	-	-	(45,237)	0%
State Taxes	360,000	30,695	192,206	(167,794)	53%
Other	-	-	-	-	0%
Capital outlay	-	-	-	-	0%
Total Expenditures	692,994	42,899	289,797	(403,197)	42%
REVENUES NET OF EXPENDITURES	702,467	64,997	397,381	(305,086)	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	-	-	-	-	
Operating transfers out	(372,269)	-	(79,678)	292,591	21%
Bond/registered warrant proceeds	-	-	-	-	
Total other Financing Sources (Uses)	(372,269)	-	(79,678)	292,591	21%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES					
AND OTHER FINANCING USES	\$ 330,198	\$ 64,997	\$ 317,703	\$ (12,495)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the seven months ending April 30th, 2018
58% of the Fiscal Year 2018

<u>Preliminary</u>	<u>Economic Development</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>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>					
JQH Payment	-	296,643	593,287	593,287	
Interest income	30,060	-	-	(30,060)	
Total Revenues	30,060	296,643	593,287	563,227	
<u>EXPENDITURES</u>					
Current					
Community Development	-	-	-	-	0%
Professional Services	5,000	-	500	(4,500)	10%
Debt service: (Warrants)					0%
Principal	16,420,000	-	780,000	(15,640,000)	5%
Interest	-	-	1,216,439	1,216,439	0%
Total Expenditures	16,425,000	-	1,996,939	(14,428,061)	12%
<u>REVENUES NET OF EXPENDITURES</u>	<u>(16,394,940)</u>	<u>296,643</u>	<u>(1,403,652)</u>	<u>14,991,288</u>	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	600,000	-	600,000	-	100%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds		-	-	-	0%
Total other Financing Sources (Uses)	600,000	-	600,000	-	100%
<u>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</u>					
	\$ (15,794,940)	\$ 296,643	\$ (803,652)	\$ 14,991,288	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the seven months ending April 30th, 2018
58% of the Fiscal Year 2018

<u>Preliminary</u>	<u>Off Street Parking</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>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>					
Interest income	514	-	-	(514)	0%
Total Revenues	514	-	-	(514)	0%
<u>EXPENDITURES</u>					
Current:					
General & Administrative	20,518	638	5,781	(14,737)	28%
Professional Services		-	-		0%
Maintenance	19,890	3,640	7,463	(12,427)	38%
Debt service: (Warrants)					
Principal	470,000	-	470,000	-	100%
Interest	75,115	-	39,908	(35,208)	53%
Total Expenditures	585,523	4,278	523,151	(62,372)	89%
<u>REVENUES NET OF EXPENDITURES</u>	<u>(585,009)</u>	<u>(4,278)</u>	<u>(523,151)</u>	<u>61,858</u>	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	590,000	-	526,191	(63,809)	89%
Operating transfers out					0%
Bond/registered warrant proceeds		-	-	-	0%
Total other Financing Sources (Uses)	590,000	-	526,191	(63,809)	89%
<u>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</u>					
	\$ 4,991	\$ (4,278)	\$ 3,040	\$ (1,951)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the seven months ending April 30th, 2018
58% of the Fiscal Year 2018

<u>Preliminary</u>	<u>Redevelopment Fund</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>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					
Sales and use taxes	2,514,420	176,960	942,891	(1,571,529)	37%
Interest income	17,064	4,369	19,984	2,920	117%
Total Revenues	2,531,484	181,329	962,875	(1,568,609)	38%
EXPENDITURES					
Current:					
Community Development	-	-	-	-	0%
Professional Services	55,000	6,145	267,979	212,979	
Financial / Legal Fees	51,000	9,743	158,228	107,228	
Debt service: (Warrants)					
Principal	395,000	-	11,215,000	10,820,000	
Interest	524,825	-	72,648	(452,177)	14%
Total Expenditures	1,025,825	15,887	11,713,855	10,688,030	1142%
REVENUES NET OF EXPENDITURES	1,505,659	165,441	(10,750,980)	(12,256,639)	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	-	-	-	-	0%
Operating transfers out	(21,857,507)	(20,219)	(2,605,928)	19,251,579	12%
Bond/registered warrant proceeds	19,857,507	-	18,764,283	(1,093,224)	94%
Total other Financing Sources (Uses)	(2,000,000)	(20,219)	16,158,355	18,158,355	
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	\$ (494,341)	\$ 145,222	\$ 5,407,375	\$ 5,901,716	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the seven months ending April 30th, 2018
58% of the Fiscal Year 2018

<u>Preliminary</u>	<u>Police Academy Fund</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>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>					
Other Income	80,000	-	80,000	-	100%
Interest income	12	-	-	(12)	0%
Total Revenues	80,012	-	80,000	(12)	100%
<u>EXPENDITURES</u>					
Current					
Personnel Services	72,228	5,760	34,003	(38,225)	47%
Commodities	3,500	-	1,001	(2,499)	29%
Contract Services	11,000	735	3,223	(7,777)	29%
Other Charges	5,000	-	1,215	(3,785)	24%
Total Expenditures	91,728	6,494	39,441	(52,287)	43%
<u>REVENUES NET OF EXPENDITURES</u>	(11,716)	(6,494)	40,559	52,275	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	20,000			(20,000)	0%
Operating transfers out	-	-	-	-	0%
Total other Financing Sources (Uses)	20,000	-	-	(20,000)	
<u>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</u>					
	\$ 8,284	\$ (6,494)	\$ 40,559	\$ 32,275	



A-4

Invoice

Reference Invoice Number with Payment

HDR Engineering Inc.
Omaha, NE 68114-4098
Phone: (402) 399-1000

HDR Invoice No. 1200123722
Invoice Date 04-JUN-2018
Invoice Amount Due \$18,345.37
Payment Terms 30 NET

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

Remit To PO Box 74008202
Chicago, IL 60674-8202
Wire Transfer To Bank of America ML US
ABA# 081000032
Account# 355004076604

Project Management for Services for Public Improvements and Other Works.

Professional Services
From: 29-APR-2018 To: 26-MAY-2018

Professional Services Summarization	Hours	Billing Rate	Amount
Administrative	16.50		917.73
Civil Engineer	45.25		6,748.79
Communications Coordinator	8.25		602.17
Communications Coordinator Sr	5.50		821.21
Graphic Designer 2	1.00		91.89
Multimedia Specialist	1.00		69.00
Project Controller	0.75		75.67
Project Manager	27.00		6,065.28
Sr. Civil Engineer	14.25		2,227.70
	119.50		\$17,619.44
Total Professional Services			\$17,619.44

Expense Summarization	Quantity	Billing Rate	Amount
Field/Office Supplies			651.39
Mileage Personal	96.00		52.32
Printing/Reprographics			22.22
Total Expenses			\$725.93

Amount Due This Invoice (USD) \$18,345.37

Fee Amount	\$649,972.00
Fee Invoiced to Date	\$293,332.56
Fee Remaining	\$356,639.44

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

R. Ramirez
6-8-18

Consent Agenda 6/19/18 (10)

05.71.0909.03

Invoice

HDR Invoice No. 1200123722
Invoice Date 04-JUN-2018

Professional Services and Expense Detail

Project Number: 10053040 Project Description: LaVista-Project Mgmt Svcs
Task Number: 1.0 Task Description: Project Management

Professional Services		Hours	Billing Rate	Amount
Civil Engineer	Christiansen, Adam P.	3.00	108.03	324.09
Civil Engineer	Gorham, Andrew P	4.00	111.27	445.08
Project Controller	Clifton, Rachel M	0.75	100.89	75.67
Project Manager	Koenig, Christopher J	27.00	224.64	6,065.28
Sr. Civil Engineer	Cain, Christopher A	14.25	156.33	2,227.70
		49.00		\$9,137.82
		Total Professional Services		\$9,137.82

Expense		Qty	Billing Rate	Amount
Mileage Personal	Koenig, Christopher J	96.00	0.545	52.32
Printing/Reprographics	ARC Document Solutions LLC			22.22

Total Expense \$74.54

Total Task \$9,212.36

Professional Services and Expense Detail

Project Number: 10053040 Project Description: LaVista-Project Mgmt Svcs
Task Number: 2.0 Task Description: Construction Team Coordination

Professional Services		Hours	Billing Rate	Amount
Administrative	Anderson, Scott D	16.50	55.62	917.73
Civil Engineer	Cain, Christopher A	38.25	156.33	5,979.62
		54.75		\$6,897.35
		Total Professional Services		\$6,897.35
		Total Task		\$6,897.35

Invoice

HDR Invoice No. 1200123722
 Invoice Date 04-JUN-2018

Professional Services and Expense Detail

Project Number: 10053040 Project Description: LaVista-Project Mgmt Svcs
 Task Number: 3.0 Task Description: Public Outreach

Professional Services		Hours	Billing Rate	Amount
Communications Coordinator	Veldhouse, Kristen Lynn	8.25	72.99	602.17
Communications Coordinator Sr	Rittershaus, Stephanie	5.50	149.31	821.21
	Gwen			
Graphic Designer 2	Rolfes, Christina A	1.00	91.89	91.89
Multimedia Specialist	George, Elizabeth L	1.00	69.00	69.00
		15.75		\$1,584.27
		Total Professional Services		\$1,584.27

Expense	Qty	Billing Rate	Amount
Field/Office Supplies			
	First National Bank of Omaha		651.39

Total Expense \$651.39

Total Task \$2,235.66



April 30, 2018

Project No: R3001.477.01

Invoice No: 43995

Ann Birch
Community Development Director
City of La Vista
8116 Parkview Blvd
La Vista, NE 68128

Project R3001.477.01 LaVista, City of - Civic Center Park PH1
Professional Services through April 30, 2018
Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Schematic Design	15,787.44	100.00	15,787.44	15,787.44	0.00
Design Development	20,787.83	100.00	20,787.83	20,787.83	0.00
Construction Documents	22,706.25	92.30	20,957.87	16,371.20	4,586.67
Bidding/Negotiation	5,158.14	0.00	0.00	0.00	0.00
Contract Administration	19,464.84	0.00	0.00	0.00	0.00
Post-Occupancy	495.50	0.00	0.00	0.00	0.00
Total Fee	84,400.00		57,533.14	52,946.47	4,586.67
Total Fee					4,586.67

Reimbursable Expenses

Printing	61.50
Mileage In Town	10.90
Total Reimbursables	72.40

Total this Invoice **\$4,659.07**

Outstanding Invoices

Number	Date	Balance
43911	3/31/2018	8,399.70
Total		8,399.70

O.K. to pay
BANK 6-1-2018
05.71.0916.003

A-6

Design Workshop, Inc.
Landscape Architecture
Planning
Urban Design

June 1, 2018

Invoice No: 0059338

Cindy Miserez
City of La Vista
8116 Parkview Blvd.
La Vista, NE 68128

Current Invoice Total	\$394.63
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Project 005806.00 84th Streetscape Plan
Professional Planning and Design Services.

Professional Services from May 1, 2018 to May 31, 2018

Task 010 Existing Context Survey & Mapping
Fee

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
48,920.00	100.00	48,920.00	48,920.00	0.00

Total Fee 0.00

Total this Task 0.00

Task 020 Meetings
Fee

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
73,130.00	100.00	73,130.00	73,130.00	0.00

Total Fee 0.00

Total this Task 0.00

Task 030 Conceptual Illustrative Plan
Fee

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
63,740.00	100.00	63,740.00	63,740.00	0.00

Total Fee 0.00

Total this Task 0.00

Task 040 Selection of Preferred Streetscape Plan

DESIGNWORKSHOP

Aspen • Austin • Chicago • Denver • Houston • Lake Tahoe • Los Angeles • Shanghai
1390 Lawrence Street, Suite 100, Denver, Colorado 80204 • 303.623.5186 • 303.623.2260 (fax)

Consent Agenda 6/19/2018 (K)

Project	005806.00	84th Streetscape Plan	Invoice	0059338
Fee				

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
55,245.00	100.00	55,245.00	55,245.00	0.00

Total Fee 0.00

Total this Task 0.00

Task 041 Additional Services #1 (Phase I)
Fee

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
4,999.00	100.00	4,999.00	4,999.00	0.00

Total Fee 0.00

Total this Task 0.00

Task 099 Reimbursable Expenses
Fee

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
33,250.00	64.2739	21,371.06	20,976.43	394.63

Total Fee 394.63

Total this Task \$394.63

Total this Invoice \$394.63

Please include invoice number on remittance to:

1390 Lawrence Street, Suite 100, Denver, CO 80204

APPROVED

Consent agenda
AB 6-11-18
16-53-0303

DESIGNWORKSHOP

Aspen • Austin • Chicago • Denver • Houston • Lake Tahoe • Los Angeles • Shanghai
1390 Lawrence Street, Suite 100, Denver, Colorado 80204 • 303.623.5186 • 303.623.2260 (fax)

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
127072	06/06/2018	ANDERSON EXCAVATING COMPANY	41,553.62	N
127073	06/06/2018	DLR GROUP	7,605.00	N
127074	06/06/2018	GRAHAM CONSTRUCTION, INC	166,548.38	N
127075	06/06/2018	MIDWEST RIGHT OF WAY SVCS INC	965.00	N
127076	06/06/2018	OLSSON ASSOCIATES	14,204.38	N
127077	06/06/2018	OMAHA PUBLIC POWER DISTRICT	43,884.67	N
127079	06/06/2018	PAPIO-MO RVR NRD WATERSHED	79,266.10	N
127080	06/06/2018	THOMPSON DREESSEN & DORNER	10,726.70	N
127081	06/06/2018	VIERREGGER ELECTRIC COMPANY	71,722.83	N
127082	06/19/2018	4 SEASONS AWARDS	34.00	N
127083	06/19/2018	911 CUSTOM LLC	14,337.69	N
127084	06/19/2018	A & D TECHNICAL SUPPLY COMPANY	7,689.42	N
127085	06/19/2018	A-RELIEF SERVICES INC	604.00	N
127086	06/19/2018	ACCO UNLIMITED CORP	332.00	N
127087	06/19/2018	ACTION BATTERIES UNLTD INC	99.60	N
127088	06/19/2018	AMERICAN UNDERGROUND SUPL INC	330.31	N
127089	06/19/2018	ASPEN EQUIPMENT COMPANY	3,958.00	N
127090	06/19/2018	ASPHALT & CONCRETE MATERIALS	573.51	N
127091	06/19/2018	BELLEVUE LIBRARY FOUNDATION INC	1,750.00	N
127092	06/19/2018	BISHOP BUSINESS EQUIPMENT	2,110.03	N
127093	06/19/2018	BLACK HILLS ENERGY	122.98	N
127094	06/19/2018	BMI	349.00	N
127095	06/19/2018	BOOT BARN	150.00	N
127096	06/19/2018	BRYAN HILL ENTERTAINMENT	425.00	N
127097	06/19/2018	BUILDERS SUPPLY CO INC	60.16	N
127098	06/19/2018	CAPSTONE PRESS INC	1,143.37	N
127099	06/19/2018	CENTER POINT PUBLISHING	1,053.36	N
127100	06/19/2018	CENTURY LINK	584.07	N
127101	06/19/2018	CENTURY LINK BUSN SVCS	77.78	N
127102	06/19/2018	CHILD'S WORLD INCORPORATED	710.15	N
127103	06/19/2018	COLE BOCKELMANN	107.38	N
127104	06/19/2018	COMP CHOICE INC	505.00	N
127105	06/19/2018	CORNHUSKER STATE INDUSTRIES	606.00	N
127106	06/19/2018	COX COMMUNICATIONS	277.40	N
127107	06/19/2018	CULLIGAN OF OMAHA	27.50	N
127108	06/19/2018	CURTIS PELSTER	120.00	N
127109	06/19/2018	DATASHIELD CORPORATION	20.00	N
127110	06/19/2018	DELL MARKETING L.P.	234.83	N
127111	06/19/2018	EBSCO INFORMATION SERVICES	782.00	N
127112	06/19/2018	EDGEWEAR SCREEN PRINTING	846.00	N
127113	06/19/2018	EXPRESS DISTRIBUTION LLC	844.78	N
127114	06/19/2018	FBG SERVICE CORPORATION	5,965.00	N
127115	06/19/2018	FILTER CARE	35.35	N
127116	06/19/2018	FIRST WIRELESS INC	92.00	N
127117	06/19/2018	FITZGERALD SCHORR BARMETTLER	37,429.00	N
127118	06/19/2018	FOCUS PRINTING	488.00	N
127119	06/19/2018	GALE	268.39	N
127120	06/19/2018	GCR TIRES & SERVICE	257.53	N
127121	06/19/2018	GRAYBAR ELECTRIC COMPANY INC	51.84	N
127122	06/19/2018	GT DISTRIBUTORS INC - AUSTIN	470.00	N
127123	06/19/2018	HEARTLAND PAPER	625.00	N
127124	06/19/2018	HELMET & SHIELD	3,801.95	N
127125	06/19/2018	HOBBY LOBBY STORES INC	64.19	N
127126	06/19/2018	HY-VEE INC	145.00	N
127127	06/19/2018	INDUSTRIAL SALES COMPANY INC	514.91	N
127128	06/19/2018	INFOGROUP	1,250.00	N
127129	06/19/2018	INGRAM LIBRARY SERVICES	2,113.11	N
127130	06/19/2018	INTERNATIONAL CODE COUNCIL INC	728.85	N
127131	06/19/2018	IOWA PRISON INDUSTRIES	107.25	N
127132	06/19/2018	MARK A KLINKER	200.00	N

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
127133	06/19/2018	LA VISTA COMMUNITY FOUNDATION	60.00	N
127134	06/19/2018	LABRIE, DONALD P	825.00	N
127135	06/19/2018	LISA LAIRD	270.00	N
127136	06/19/2018	LERNER PUBLISHING GROUP	676.37	N
127137	06/19/2018	LIBRARY IDEAS LLC	414.45	N
127138	06/19/2018	LIFEGUARD STORE INC	486.60	N
127139	06/19/2018	LOGAN CONTRACTORS SUPPLY	251.58	N
127140	06/19/2018	LOGO LOGIX EMBROIDERY & SCREEN	102.00	N
127141	06/19/2018	MARK ALBRACHT	27.93	N
127142	06/19/2018	MAX I WALKER UNIFORM RENTAL	593.82	N
127143	06/19/2018	MELISSA MISCHO	51.46	N
127144	06/19/2018	MENARDS-RALSTON	397.87	N
127145	06/19/2018	METRO AREA TRANSIT	565.00	N
127146	06/19/2018	METROPOLITAN COMMUNITY COLLEG	15,329.67	N
127147	06/19/2018	MID CON SYSTEMS INCORPORATED	242.76	N
127148	06/19/2018	MIDWEST TAPE	465.89	N
127149	06/19/2018	MOBOTREX MOBILITY & TRAFFIC	310.00	N
127150	06/19/2018	MSC INDUSTRIAL SUPPLY CO	301.91	N
127151	06/19/2018	MULHALL'S	1,905.00	N
127152	06/19/2018	MUNICIPAL PIPE TOOL CO LLC	431.93	N
127153	06/19/2018	NEWMAN TRAFFIC SIGNS INC	148.58	N
127154	06/19/2018	NEWSBANK	2,627.00	N
127155	06/19/2018	NMC EXCHANGE LLC	1,619.50	N
127156	06/19/2018	NOBBIES INC	95.47	N
127157	06/19/2018	NUTS AND BOLTS INCORPORATED	64.71	N
127158	06/19/2018	O'KEEFE ELEVATOR COMPANY INC	246.00	N
127159	06/19/2018	O'REILLY AUTOMOTIVE STORES INC	232.13	N
127160	06/19/2018	OCLC INC	149.77	N
127161	06/19/2018	OFFICE DEPOT INC	583.83	N
127162	06/19/2018	OMAHA PUBLIC POWER DISTRICT	3,898.60	N
127163	06/19/2018	OMAHA WINDUSTRIAL CO	15.62	N
127164	06/19/2018	OMAHA WORLD-HERALD	6,584.99	N
127165	06/19/2018	ONE CALL CONCEPTS INC	436.74	N
127166	06/19/2018	PAPILLION SANITATION	4,829.91	N
127167	06/19/2018	PAYLESS OFFICE PRODUCTS INC	224.10	N
127168	06/19/2018	PEPSI COLA COMPANY	1,928.04	N
127169	06/19/2018	PLAINS EQUIPMENT GROUP	196.16	N
127170	06/19/2018	PROUHET, THOMAS	124.87	N
127171	06/19/2018	QUALITY AUTO REPAIR & TOWING	89.00	N
127172	06/19/2018	RAINBOW GLASS & SUPPLY	20.00	N
127173	06/19/2018	RALLY POINT TC LLC	450.00	N
127174	06/19/2018	RAMIREZ, RITA M	104.10	N
127175	06/19/2018	RED MUNICIPAL & INDUSTRIAL EQUIP	3,037.50	N
127176	06/19/2018	REED TRAILER SALES	6,675.00	N
127177	06/19/2018	REGAL AWARDS OF DISTINCTION	82.95	N
127178	06/19/2018	ROTELLA'S ITALIAN BAKERY	200.80	N
127179	06/19/2018	SARPY COUNTY FISCAL ADMINSTRTN	21,416.75	N
127180	06/19/2018	SARPY COUNTY REGISTER OF DEEDS	34.00	N
127181	06/19/2018	SCHOLASTIC BOOK FAIRS	338.74	N
127182	06/19/2018	SHAMROCK CONCRETE COMPANY	80.00	N
127183	06/19/2018	SOUTHEAST AREA CLERK'S ASSN	10.00	N
127184	06/19/2018	SOUTHERN UNIFORM & EQUIPMENT	632.89	N
127185	06/19/2018	STOLLEY, BRIAN	80.00	N
127186	06/19/2018	STOLTENBERG NURSERIES	621.00	N
127187	06/19/2018	STOREY KENWORTHY / MATT PARROT	721.92	N
127188	06/19/2018	SWANK MOTION PICTURES INC	578.00	N
127189	06/19/2018	TOSHIBA FINANCIAL SERVICES	138.00	N
127190	06/19/2018	TRANS UNION RISK AND	38.90	N
127191	06/19/2018	TURF CARS LTD	1,040.00	N
127192	06/19/2018	U.S. CELLULAR	912.03	N

Check #	Check Date	Vendor Name	Amount	Voided
127193	06/19/2018	UNITE PRIVATE NETWORKS LLC	3,850.00	N
127194	06/19/2018	UNITED RENT-ALL	1,686.81	N
127195	06/19/2018	VIERREGGER ELECTRIC COMPANY	402.50	N
127196	06/19/2018	WESTLAKE HARDWARE INC NE-022	1,829.59	N
127197	06/19/2018	WHITE CAP CONSTR SUPPLY/HDS	320.00	N
127198	06/19/2018	RYAN WILLMS	22.00	N
127199	06/19/2018	ZEE MEDICAL SERVICE INC	235.39	N
TOTAL:			625,312.50	

APPROVED BY COUNCIL MEMBERS ON: 06/19/2018

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
363(E)	05/01/2018	DEARBORN NATIONAL LIFE INSURANC	1,116.00	N
381(E)	05/04/2018	ELAN FINANCIAL SERVICES	10,583.37	N
380(E)	05/07/2018	ACCESS BANK	3,066.27	N
388(E)	05/25/2018	ACCESS BANK	227.04	N
389(E)	05/25/2018	ENTERPRISE FM TRUST	580.01	N
390(E)	05/25/2018	NE DEPT OF REVENUE-SALES TAX	693.05	N
391(E)	05/25/2018	TOSHIBA FINANCIAL SERVICES	127.40	N
392(E)	05/31/2018	ALLY BANK	356.91	N
393(E)	05/31/2018	CATERPILLAR FINANCIAL SVCS CORP	3,075.62	N
394(E)	05/31/2018	AMERICAN HERITAGE LIFE INSURANCE	1,383.34	N
395(E)	05/31/2018	BLUE CROSS BLUE SHIELD OF NEBR	98,130.82	N
396(E)	05/31/2018	DEARBORN NATIONAL LIFE INSURANC	5,052.60	N
397(E)	05/31/2018	LINCOLN NATIONAL LIFE INS CO	5,746.52	N
398(E)	05/31/2018	MID-AMERICAN BENEFITS INC	604.50	N
399(E)	05/31/2018	UNITED HEALTHCARE INSURANCE CO	752.21	N
TOTAL:			131,495.66	

APPROVED BY COUNCIL MEMBERS ON: 06/19/2018

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR & CITY COUNCIL REPORT
JUNE 19, 2018 AGENDA**

Subject:	Type:	Submitted By:
ENGINEERING SERVICES OFFSTREET PRKG. DIST. NO. 2- STRUCTURE NO. 1	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the execution of a Professional Services Agreement with Olsson Associates, Inc. (OA) to provide construction phase engineering services for the proposed Parking Structure No. 1 in Offstreet Parking District No. 2 located in the 84th Street public improvement redevelopment project.

FISCAL IMPACT

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

RECOMMENDATION

Approval subject to approval of the City Attorney.

BACKGROUND

Olsson & Associates has been retained to provide construction phase engineering services in the 84th Street public improvement project redevelopment project as a result of a consultant selection process. The proposed Parking Structure No. 1 is located in this redevelopment area and requires close coordination with the public infrastructure being constructed around the structure. Construction phase services include testing, observations, and coordination for the parking structure. A detailed scope of services and fee schedule was prepared by Olsson Associates. This document was carefully reviewed by the City Engineer and Project Advisor, HDR, Inc. The agreement was prepared with a not-to-exceed fee of \$45,411.00. The agreement has also been amended since the June 5 Council meeting to address review comments from the City Attorney. The complete agreement is available for review in the City Clerk's Office.

RESOLUTION NO. ____

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

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

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

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

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

PASSED AND APPROVED THIS 19TH DAY OF JUNE, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

April 30, 2018

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

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

Dear Mr. Kottman,

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

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

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

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

SCHEDULE FOR OLSSON'S SERVICES

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

COMPENSATION

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

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

TERMS AND CONDITIONS OF SERVICE

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

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

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

OLSSON ASSOCIATES, INC.

By _____
Justin Tegels

By _____
Kellen Petersen

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

CITY OF LA VISTA

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

Scope of Services

General Provisions

SCOPE OF SERVICES

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

PROJECT DESCRIPTION AND LOCATION

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

PROJECT UNDERSTANDING

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

SCHEDULE OF FEES

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

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

Field Services*

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

Administrative and Engineering Services

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

Travel and Reimbursable Expenses

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

Laboratory Testing and Equipment

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

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

Field Testing and Equipment

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

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

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

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

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

SPECIAL INSPECTIONS AND MATERIALS TESTING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROPOSED SCOPE OF WORK:

SPECIAL INSPECTIONS AND MATERIAL TESTING SERVICES

Stone Columns

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

Fill and Backfill Placement

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

Utility Backfill Placement

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

Reinforced Concrete

85 hrs Technician @	\$60.00 /hr	\$	5,100.00
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234	Compression Test - Concrete @	\$15.00	/each	\$	3,510.00
34	trips (mileage) @	\$5.00	/trip	\$	170.00

Post-Tension Concrete

0	hrs Technician- Pre-inspection @	\$60.00	/hr	\$	0.00
144	hrs Technician- Concrete Placement @	\$60.00	/hr	\$	8,640.00
0	hrs Technician- Tendon Tensioning @	\$60.00	/hr	\$	0.00
272	Compression Test - Lab Cured@	\$15.00	/each	\$	4,080.00
68	Compression Test - Field Cured@	\$15.00	/each	\$	1,020.00
36	trips (mileage) @	\$5.00	/trip	\$	180.00
12	trips- field cure pick up @	\$5.00	/trip	\$	60.00

Structural Masonry

21	hrs Technician @	\$60.00	/hr	\$	1,260.00
3	Compression Test - Mortar @	\$20.00	/each	\$	60.00
4	Compression Test - Grout @	\$30.00	/each	\$	120.00
2	Compression Test - Block @	\$120.00	/each	\$	240.00
7	Trips (Mileage) @	\$5.00	/trip	\$	35.00

Concrete Pavements/Sidewalks

10	hrs Technician concrete@	\$60.00	/hr	\$	600.00
4	hrs Technician soils@	\$60.00	/hr	\$	240.00
2	Coring- Concrete @	\$70.00	/each	\$	140.00
2	Concrete Core- Thickness @	\$18.00	/each	\$	36.00
20	Compression Test - Concrete @	\$15.00	/each	\$	300.00
7	trips (mileage) @	\$5.00	/trip	\$	35.00

Reporting/Project Management

80	hrs Project Manager @	\$115.00	/hr	\$	9,200.00
5	hrs Administrative @	\$54.00	/hr	\$	270.00

Total: \$ 45,411.00

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

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

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated April 30, 2018 between City of La Vista ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

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

SECTION 1—OLSSON'S SCOPE OF SERVICES

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

SECTION 2—ADDITIONAL SERVICES

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

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

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

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

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

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

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

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

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

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

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

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

2.2.12 Preparation of operating and maintenance manuals.

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

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

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

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

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

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

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

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

SECTION 3—CLIENT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.8 Client shall bear sole responsibility for:

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

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

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

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

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

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

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

SECTION 4—MEANING OF TERMS

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

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

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

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

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

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

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

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

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

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

SECTION 5—TERMINATION

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

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

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

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

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

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

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

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

SECTION 6—DISPUTE RESOLUTION

Deleted

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

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

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Construction Cost Estimate

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3.

If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost

to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

7.4 Prevailing Wages

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

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

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

7.7 Force Majeure

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

7.8 Confidentiality

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

7.8.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information

confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.9.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and

against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

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

7.10 Controlling Law and Venue

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

7.11 Subconsultants

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

7.12 Assignment

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

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

7.12.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be

for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.13 Indemnity

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

7.13.2 Notwithstanding anything in this Agreement to the contrary:

1. Any terms or conditions of this Agreement in which Client agrees to indemnify, release, or hold harmless Olsson shall be subject to the Nebraska Political Subdivisions Tort Claims Act, including liability limitations thereunder; and
2. Any agreement of a party ("Indemnitor") to indemnify, defend, release, or hold harmless any other party ("Indemnitee") shall be limited to claims, liabilities, costs, or expenses solely and proximately caused by the Indemnitor's negligence and shall be limited to and not exceed coverages or amounts provided or paid pursuant to insurance policies maintained by Indemnitor..

7.14 Limitation on Damages

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

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

7.14.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law with respect to any liabilities, injuries, claims, losses, expenses, damages, or claims expenses covered by insurance policies maintained by Olsson, Olsson's total liability to the Client for any and all such injuries, claims, losses, expenses,

damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's insurance limits. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s),

whether subsequent to or prior to the execution of this Agreement.

7.15 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-

741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.16 Insurance

Olsson agrees to provide the following:

Workers' Compensation	Statutory – per state law
Employer's Liability	\$1,000,000/Each Accident
General Liability	\$2,000,000/Occurrence \$5,000,000/Aggregate
Automobile Liability Single Limit for BI/PD	\$1,000,000 Combined
Professional Liability	\$3,000,000 Each Claim & Aggregate

7.17 Entire Agreement

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

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 19, 2018 AGENDA**

Subject:	Type:	Submitted By:
84 TH STREET REDEVELOPMENT AREA PRELIMINARY STATEMENT REGARDING ADDITIONAL PROPOSED IMPROVEMENTS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared to approve a Preliminary Statement regarding additional proposed improvements in connection with the Mixed Use Redevelopment Project and Public Improvement Redevelopment Project, 84th Street Redevelopment Area, and authorize further actions.

FISCAL IMPACT

There are substantial public benefits to be realized by the City and its residents from additional proposed redevelopment as part of the Mixed Use Redevelopment Project and Public Improvement Redevelopment Project, including eliminating and preventing recurrence of the substandard and blighted Area, expanding the array of entertainment and employment opportunities to the City and its residents, attracting visitors to the City, and enhancing the possibility of additional tax revenues for supporting costs of public services.

RECOMMENDATION

Approval.

BACKGROUND

The Mayor and City Council, to eliminate and prevent recurrence of the substandard and blighted area, in 2013 adopted the Redevelopment Plan - 84th Street Redevelopment Area, and amended it in 2016 to provide for Mixed Use and Public Improvement Redevelopment Projects ("Redevelopment Plan"), which Redevelopment Plan included an indoor event center, adjacent outdoor amphitheater, and various other private and public improvements. The following are proposed for the Area.

La Vista City Centre, LLC ("LVCC"), the redeveloper of the Mixed Use Redevelopment Project, together with Mammoth Inc. and 1% Productions have announced the intent to develop as part of the Mixed Use Redevelopment Project a state of the art indoor/outdoor, best in market specialty performance venue and related improvements in the Mixed Use Redevelopment Project Area. LVCC also intends to construct an anchor office building. The City anticipates that the proposed Event Venue, office building, and other redevelopment will attract visitors to the City and serve additional public purposes of eliminating and preventing recurrence of the substandard and blighted Area, expanding the array of entertainment and employment opportunities to the City and its residents, and enhancing the possibility of additional tax revenues for supporting costs of public services. The proposed venue also would be available for City use.

In the interests of public health, safety and welfare, the City as part of the Public Improvement Redevelopment Project would construct additional public improvements on City owned property, including without limitation, emergency vehicle and pedestrian ways and access, landscaping, sewer relocation, retaining walls, ramps, stairs, restrooms, and additional public offstreet parking facilities to facilitate safe and uncongested traffic flows through, in and around Nebraska State Highway 85 (84th Street), Harrison Street, Giles Road, and connectivity to I-80 and other parts of the metropolitan area.

The Preliminary Statement contains other proposed items, including for example proposed tax increment financing, economic development program grant, and general business occupation tax. All proposals in the Preliminary Statement would be subject to sufficient funding and definitive documents, and conditioned on satisfaction of applicable processes and requirements of applicable laws and regulations.

RESOLUTION NO. _____

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA,
NEBRASKA APPROVING PRELIMINARY STATEMENT OF INTENT**

WHEREAS, to eliminate and prevent recurrence of the substandard and blighted area, the Mayor and City Council in 2013 adopted the Redevelopment Plan - 84th Street Redevelopment Area, and amended it in 2016 to provide for Mixed Use and Public Improvement Redevelopment Projects ("Redevelopment Plan"), which Redevelopment Plan included an indoor event center, adjacent outdoor amphitheater, and various other private and public improvements; and

WHEREAS, a preliminary statement of intent is presented regarding proposals for the Area; and

WHEREAS, such proposals are subject to sufficient funding and definitive documents, and conditioned on satisfaction of all applicable processes and requirements of applicable laws and regulations.

NOW THEREFORE, BE IT RESOLVED that the preliminary statement of intent is hereby approved, and the City Administrator or her designee is hereby authorized and directed to take all actions as she determines necessary, appropriate, or required by applicable laws and regulations with respect to the matters described in this Resolution or the Staff Report, including without limitation, proceeding with applicable procedural requirements.

PASSED AND APPROVED THIS 19TH DAY OF JUNE, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

84TH STREET REDEVELOPMENT AREA --

Preliminary Statement

The Mayor and City Council, to eliminate and prevent recurrence of the substandard and blighted area, in 2013 adopted the Redevelopment Plan - 84th Street Redevelopment Area, and amended it in 2016 to provide for Mixed Use and Public Improvement Redevelopment Projects ("Redevelopment Plan"), which Redevelopment Plan included an indoor event center, adjacent outdoor amphitheater, and various other private and public improvements. The following is proposed for the Area.

Private Improvements. La Vista City Centre, LLC ("LVCC"), redeveloper of the Mixed Use Redevelopment Project, together with Mammoth Inc. ("Mammoth") and 1% Productions ("1%") (together LVCC, Mammoth, and 1% referred to as "Redeveloper") announced the intent to design, construct, own, operate, and maintain at their cost as part of the Mixed Use Redevelopment Project a state of the art indoor/outdoor, best in market specialty performance venue and related improvements, at a scale and operated in a manner to draw new performers to the market ("Event Venue"). The Event Venue would have an indoor capacity of approximately 2,400 persons and outdoor capacity of approximately 5,000 persons. LVCC also intends to construct an anchor office building. The City anticipates that the proposed Event Venue, office building, and other redevelopment will attract visitors to the City and serve additional public purposes of eliminating and preventing recurrence of the substandard and blighted Area, expanding the array of entertainment and employment opportunities to the City and its residents, and enhancing the possibility of additional tax revenues for supporting costs of public services.

Public Improvements. The City would design, construct, own, operate, and maintain at its cost as part of the Public Improvement Redevelopment Project additional public improvements on City owned property, including without limitation, emergency vehicle and pedestrian ways and access, landscaping, sewer relocation, retaining walls, ramps, stairs, restrooms and additional public offstreet parking facilities having 500 stalls. Public offstreet surface parking initially would be constructed where indicated. Timing of additional public offstreet parking facilities would be determined by the City as needed for safe and uncongested traffic flows through, in and around Nebraska State Highway 85 (84th Street), Harrison Street, Giles Road, and connectivity to I-80 and other parts of the metropolitan area, taking into consideration factors including the pace of redevelopment and commitment of an anchor office tenant.

Other Items:

- Redeveloper would use tax increment financing for eligible expenses.
- City would provide a \$3,000,000 grant to Redeveloper under the City's economic development program for acquisition, development, and construction of the Event Venue, subject to any applicable requirements or conditions in connection with such grant.
- The Event Venue would be available for use of the City or its designee for various City events; for example, use of the outdoor amphitheater for events in connection with the City's Salute to Summer currently held over the Memorial Day weekend ("Salute to Summer"). More specifically:
 1. The City or its designee would have the option each calendar year to use the Event Venue for Salute to Summer, and on days when other events are not previously scheduled for events of the Redeveloper (together "City Events").
 2. Use of the Event Venue for City Events would be provided, fully staffed, by the Redeveloper at no cost or expense to the City, except for actual costs of entertainment and labor, with no markup or profit.
 3. If tickets are used for City Events, Redeveloper would provide ticket services, including ticket orders, sales, issuance, processing, and customer service, at no cost to the City or additional charge to attendees.
- Any acoustics or other issues of outdoor events at the Event Venue would be addressed in a conditional use permit, if required, or other manner. Operating parameters for outdoor events would be established,

including without limitation the number of events, times, and decibel levels permitted. For example, the following ending times are preliminarily proposed for outdoor events:

1. Sunday through Thursday Nights: Ending all amplified sound by 10:30 pm.
 2. Friday and Saturday Nights: Ending all amplified sound by 11pm.
- City would levy and collect General Business Occupation Taxes (GBOT) in the 84th Street Redevelopment Area, in addition to any other applicable taxes and tax receipts, on businesses or users of space engaged in whole or in part in certain classifications of businesses or kinds of transactions, including without limitation those in whole or part engaged in event businesses. The amount of any GBOT would be determined in the manner specified in accordance with applicable law (more than one classification and GBOT might apply if multiple activities are conducted). The GBOT for businesses or users of space in whole or part engaged in event businesses would be determined as 3.5% of total gross receipts derived from ticket sales, event space and related personal property rentals, admissions to events, or similar activities or transactions.

Conveyances, replats, and other actions with respect to real property, on terms satisfactory to the City and in accordance with applicable laws and regulations, would be necessary to carry out improvements described above. Redeveloper, LVCC and City would cooperate in such conveyances, replats, and other actions as necessary, with any conveyances of real property by equivalent exchanges or other sufficient consideration as agreed. Final site plans, components, and designs would be subject to approval of the City in accordance with applicable law and regulations.

The foregoing proposals constitute a preliminary statement of intent with respect to the matters described, subject to sufficient funding and definitive documents, and conditioned on satisfaction of applicable processes and requirements of applicable laws and regulations. It is not binding on either party.

Dated this ____ day of _____, 2018.

City :

Douglas Kindig, Mayor

Dated this ____ day of _____, 2018.

Redeveloper:

LVCC

Mammoth Inc.

1% Productions

Christopher Erickson
Managing Member

Josh Hunt

Jim Johnson

Jeff Fortier

Marc Leibowitz

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 19, 2018 AGENDA**

Subject:	Type:	Submitted By:
AMENDMENT 4 TO THE DECLARATION & MASTER DEED — LA VISTA METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM PROPERTY REGIME	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared authorizing amendments to the Declaration & Master Deed, which established the relationship between the City and Metropolitan Community College and their facilities corporations for the day to day operation of the Public Library/MCC Sarpy Center.

FISCAL IMPACT

The FY 17/18 Biennial Budget provide funding for the City’s share of facility insurance.

RECOMMENDATION

Approval.

BACKGROUND

On June 3, 1997, by Resolution No. 97-082 the City Council approved the Declaration and Master Deed for the La Vista Public Library/Metropolitan Community College Sarpy Center project, which the City of La Vista Facilities Corporation and Metropolitan Community College Facilities Corporation (together “Facilities Corporations”) subsequently entered. The Facilities Corporations delegated to the City and College voting authority under the Declaration and Master Deed. The City and College desire to exercise such authority to again amend the Declaration and Master Deed (earlier amendments were adopted on December 1, 1998, July 2, 1999 and October 5, 1999).

Amendment 4 amends Section 6.7 of the Declaration and amends and restates the insurance requirements constituting Article VIII of the Declaration to track insurance that actually is in place and intended for the City and College. The amendment includes:

- Several Clarifications within the document
- Specifies med pay coverage as a separate and distinct requirement from general liability coverage
- Specifies med pay coverage in an amount determined by the Board, but not less and \$5,000 should be obtained. \$5,000 is the maximum amount available through the Condo Association’s insurer.
- Specifically identifies MCC and La Vista as additional insureds.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA NEBRASKA APPROVING AN AGREEMENT TO AMEND SECTION 6.7 AND AMEND AND RESTATE ARTICLE VIII OF THE DECLARATION AND MASTER DEED OF THE LA VISTA METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM PROPERTY REGIME.

WHEREAS, on June 3, 1997, by Resolution No. 97-082, the City Council approved the Declaration and Master Deed for the La Vista Metropolitan Community College Condominium Property Regime, which the City of La Vista Facilities Corporation and Metropolitan Community College Facilities Corporation (together "Facilities Corporations") subsequently entered; and

WHEREAS, the Facilities Corporations delegated to the City and College voting authority under the Declaration and Master Deed, and the City and College desire to exercise such authority to amend the Declaration and Master Deed; and

WHEREAS, an amendment to Section 6.7 and amendment and restatement of Article VIII of Declaration and Master Deed have been prepared to make several clarifications and to specify med pay insurance coverage requirements; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of La Vista, Nebraska, that the amendment to Section 6.7 and amendment and restatement of Article VIII of the Declaration and Master Deed of the La Vista Metropolitan Community College Condominium Property Regime presented in the form and content presented at this meeting and incorporated herein by this reference ("Amendment") are hereby adopted and approved, subject to any additions, subtractions, or modifications as the City Administrator determines necessary or appropriate; and the Mayor and City Clerk are authorized to execute and to take any other action that is necessary or appropriate to carry out said Amendment

PASSED AND APPROVED THIS 19TH DAY OF JUNE, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

After Recording, Return to:

Robert T. Cannella

Fitzgerald, Schorr, Barmettler & Brennan P.C., L.L.O.

10050 Regency Circle, #200

Omaha, NE 66114-3794

**AGREEMENT TO AMEND AND RESTATE SECTION 6.7 AND ARTICLE VIII
OF THE DECLARATION AND MASTER DEED
OF LA VISTA METROPOLITAN COMMUNITY COLLEGE
CONDOMINIUM PROPERTY REGIME**

WHEREAS, the City of La Vista Facilities Corporation ("City Facilities Corporation") and the Metropolitan Community College Facilities Corporation ("College Facilities Corporation") made and entered into the Declaration and Master Deed of La Vista Metropolitan Community College Condominium Property Regime dated December 20, 1997, as subsequently amended on December 1, 1998, July 2, 1999 and October 5, 1999 (collectively the "Declaration"), and pursuant thereto, created the La Vista/Metropolitan Community College Condominium Owners Association, Inc.; and

WHEREAS, the City Facilities Corporation and College Facilities Corporation delegated to the City of La Vista, Nebraska ("City") and to Metropolitan Community College, real and true name The Metropolitan Community College Area ("College"), respectively, voting authority under the Declaration pursuant to Article 1.24 thereof; and

WHEREAS, the City and College desire to exercise said voting authority, pursuant to Article X of said Declaration, to amend Section 6.7 of the Declaration and to amend and restate the insurance requirements found in Article VIII of the Declaration; and

WHEREAS, pursuant to Neb. Rev. Stat. § 85-1511(12) and resolutions of the Board of Governors of the College ("Board") adopted on May 27, 1997 and October 14, 1997, and filed in the office of the Board, the President of the College is authorized to take certain actions with respect to the City Library/Sarpy Center for, on behalf of, and in the name of, the Board.

NOW THEREFORE, the City and College hereby agree that the Fourth Amendment and Restatement of the Declaration, amending Section 6.7 of the Declaration and amending and restating the insurance requirements constituting Article VIII of the Declaration, as attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and adopted.

This action is subject to approval of the La Vista City Council.

Dated as of this _____ day of _____, 2018.

CITY OF LA VISTA, NEBRASKA,

By: _____
Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, City Clerk

STATE OF NEBRASKA]
] ss.
COUNTY OF SARPY]

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Douglas Kindig, Mayor of the City of La Vista, Nebraska, and Pamela A. Buethe, City Clerk, on behalf of the City.

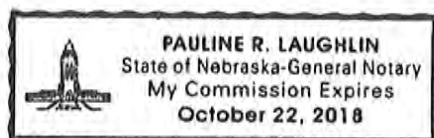
NOTARY PUBLIC

THE METROPOLITAN COMMUNITY COLLEGE AREA,
a political subdivision of the State of Nebraska

By: Randy Schmailzl
Randy Schmailzl, President
for, on behalf of, and in name of, the
Board of Governors of The Metropolitan
Community College Area

STATE OF NEBRASKA]
] ss.
COUNTY OF DOUGLAS]

The foregoing instrument was acknowledged before me this 7th day of June, 2018, by Randy Schmailzl, President of The Metropolitan Community College Area, on behalf of The Metropolitan Community College Area.



Pauline R. Laughlin
NOTARY PUBLIC

EXHIBIT A

FOURTH AMENDMENT TO DECLARATION AND MASTER DEED OF LA VISTA METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM PROPERTY REGIME

Section 6.7 of the Declaration and Master Deed of La Vista Metropolitan Community College Condominium Property Regime is amended to read as follows:

6.7. Except as placed, erected or agreed to by Declarant or its assigns, agents or successors, no sign, billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on the Property subject to this Declaration, nor shall such Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Unit or occupant thereof. Nothing herein contained however, should be construed as prohibiting reasonable signage as may be necessary for the operation of a public library and/or community college.

Article VIII of the Declaration and Master Deed of La Vista Metropolitan Community College Condominium Property Regime is amended to read as follows:

ARTICLE VIII – INSURANCE – DAMAGE, DESTRUCTION AND RECONSTRUCTION

8.1 Scope of Coverage.

(a) The Condominium is one in which all of the units are restricted to nonresidential use. The Association shall maintain, to the extent reasonably available, the following insurance coverages:

(i) Property insurance on the Common Elements and Units, exclusive of improvements and betterments installed in Units by Owners, insuring against all risk of direct physical loss commonly insured against in an amount equal to the maximum insurable replacement value of the Common Elements and Units, as determined or obtained by the Board of Directors or its

representative; provided, however, the total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from property policies.

(ii) Medical payments insurance in an amount determined or obtained by the Board of Directors or its representative, which shall be not less than \$5,000 with respect to bodily injury to each person arising out of any occurrence and not more in total for any number of persons injured in a single occurrence than any aggregate amount of medical payments coverage specified in such insurance coverage obtained.

(iii) Comprehensive general liability insurance in an amount determined or obtained by the Board of Directors or its representative, but not less than \$1,000,000 with respect to personal injury to, or the deaths of, any number of persons arising out of any occurrence; and not less than \$2,000,000 with respect to personal injury to, or the deaths of, any number of persons arising out of any occurrence or number of occurrences during any twelve month period.

(iv) Excess liability insurance in the amount of \$5,000,000 with respect to personal injury to, or the deaths of, any number of persons arising out of any occurrence, subject to an aggregate limit of \$5,000,000 with respect to personal injury to, or the deaths of, any number of persons arising out of any occurrence or number of occurrences during any twelve month period.

(v) Such other or alternate insurance coverages as the Board of Directors or its representative shall determine from time to time to be appropriate to protect the Association or the Owners.

(b) The insurance policy or policies obtained pursuant to this Article shall cover the following entities or persons, as additional insureds, for occurrences commonly insured against, arising out of or in connection with the use, ownership or maintenance of the Common Elements or any other portion of the Condominium that the Association or such named insureds have the responsibility to maintain:

(i) The Association, its Board of Directors and each member of such board, its officers, and all of its agents and employees;

(ii) The City of La Vista Facilities Corporation, its Board of Directors and each member of such board, its officers, and all of its agents and employees;

(iii) The Metropolitan Community College Facilities Corporation, its Board of Directors and each member of such board, its officers, and all of its agents and employees;

(iv) The City of La Vista, Nebraska, its city council and the members of such council, its officers, and all of its agents and employees;

(v) The Metropolitan Community College Area, its Board of Governors and the members of such board, its officers, and all of its agents and employees; and

(vi) All Owners and other Persons entitled to occupy any Unit or other portion of the Condominium Unit.

(c) The policy or policies obtained by the Association shall include hired automobiles and non-owned automobile coverage with cross liability endorsements to cover liabilities of the Owner as a group to an Owner.

(d) The insurance policy or policies obtained by the Association shall contain the following provisions, to the extent reasonably available:

(i) Each Owner shall be an insured under the policy with respect to liability arising out of his, her or its ownership of an undivided interest in the Common Elements or their membership in the Association.

(ii) There shall be no subrogation with respect to the Association, its agents, servants, and employees, or with respect to the Owners, their lessees, successors or assigns.

(iii) No act or omission by any Owner, unless acting within the scope of its authority on behalf of the Association, shall void the policy or be a condition to recovery on the policy.

(iv) The coverage afforded by such policy shall not be brought into contribution or proration with any insurance which may be purchased by Owners or their mortgagees or beneficiaries under deeds of trust.

(v) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners.

(vi) Statement of the name of the insured as La Vista/Metropolitan Community College Condominium Owners Association, Inc., for the use and benefit of the individual Owners (designated by name if required by the insurer).

(vii) For policies of hazard insurance and standard mortgagee clause providing that the insurance carrier shall notify the First

Mortgagee named in the policy at least ten (10) days in advance of the effective date of any reduction or cancellation of the policy.

(viii) The policy may not be canceled or not renewed until thirty (30) days after written notice of the proposed cancellation or non-renewal has been mailed to the Association, each Owner and each first mortgagee who is listed as a scheduled holder of a first mortgage in the insurance policy (if such a notice provision is reasonably available).

(e) “Agreed Amount” and “Inflation Guard” endorsements. It shall be the duty of the Board of Directors at least annually to conduct an insurance review to determine if the then-current policy is adequate to meet the needs of the Association and to satisfy the requirements of this Declaration and the Act. Such responsibility may be performed and shall be deemed reasonably performed by the Board’s Managing Agent (or other representative) requesting the Association’s insurance agent to verify that the insurance policies in existence reasonably meet the needs of the Association as set forth herein and satisfy the requirements of this Declaration and the Act. In all events, each Owner shall have the right to obtain additional coverage for such Owner’s improvements, or betterments or personal property within the Unit at such Owner’s own expense. Each policy may contain reasonable deductibles and the amount thereof shall be added to the face amount of the policies in determining whether the insurance equals at least full replacement cost. The Association may, together with the Unit Owners, their tenants and/or lessees, provide for a single or multiple policies of insurance on any one or more of them as their interests may appear.

8.2 Certificate of Insurance. An insurer who has issued an insurance policy under this Article shall issue certificates or a memorandum of insurance to the Association and, upon request, to any Owner, mortgagee or beneficiary under a deed of trust.

8.3 Payment of Premiums. Premiums for all insurance obtained by the Association pursuant to this Article shall be Common Elements and shall be paid for by the Association.

8.4 Insurance Obtained by Owners. The issuance of insurance policies to the Association pursuant to this Article shall not prevent an Owner from obtaining insurance for their own benefit and at their own expense insuring their Unit, personal property and personal liability.

8.5 Payment of Insurance Proceeds. Any loss covered by property insurance obtained by the Association in accordance with this Article shall be adjusted with the Association and the insurance proceeds shall be payable to the

Association and not to any mortgagee or beneficiary under a deed of trust. The Association shall hold any insurance proceeds in trust for Owners and lienholders as their interests may appear. Subject to the provisions of Section 8.6 and 8.7 of this Article, the proceeds shall be disbursed for the repair or restoration of the damage to Common Elements and Units, and Owners and lienholders shall not be entitled to receive payment of any portion of the proceeds unless there is a surplus after the Common Elements and Units have been completely repaired or restored, or the Declaration terminated.

8.6 Use of Insurance Proceeds. In the case of fire or any disaster, the insurance proceeds, if sufficient to reconstruct any building so damaged or destroyed, shall be applied to such reconstruction. Reconstruction of the building, as used herein, means restoring the insured building to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

8.7 Procedure Where Insurance Proceeds are Insufficient. In case of fire or other disaster, if the insurance proceeds are insufficient to reconstruct the building and the Condominium Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the building within 180 days after the date of damage or destruction, the Association may record a notice setting forth such facts; and upon recording of such notice:

(a) The property shall be deemed to be owned in Common by the Condominium Unit Owners;

(b) The undivided interest in the property owned in Common which shall appertain to each Condominium Unit Owner shall be the percentage of undivided interest previously owned by such Unit Owner in the Common Elements;

(c) Any liens affecting any of the Condominium Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Condominium Unit Owner in the property as provided herein; and

(d) The property shall be subject to an action for partition at the suit of any Condominium Unit Owner, in which event the net proceeds of such sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund, and shall be divided among all the Condominium Unit Owners in a percentage equal to the percentage of undivided interest owned by each Unit Owner in the property, after first paying out of the respective share

of the Condominium Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each Condominium Unit Owner.

8.8 Insurance Deductibles. If maintenance is required as a result of an insured loss, the amount of the deductible shall be considered a maintenance expense to be paid by the person or Persons who would be responsible for such repair in the absence of insurance. If the loss affects more than one (1) Unit or Unit and the Common Elements, the cost of the deductible may be apportioned equally by the Board of Directors among the parties suffering loss in accordance with the total cost of repair.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 19, 2018 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZATION – INSTALL “CAUTION HEARING IMPAIRED CHILD” SIGN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing the Public Works Department to install “Caution Hearing Impaired Child” signs prior to 7303 Elizabeth Street.

FISCAL IMPACT

The Hearing Impaired Child signs are part of the normal sign inventory.

RECOMMENDATION

Approval

BACKGROUND

The resident of 7303 Elizabeth Street has requested the installation of Hearing Impaired Child Signs. City Ordinance §70.072 requires City Council approval by resolution for the placing of signs in any street under the city’s jurisdiction for the purpose of regulating or prohibiting traffic.

RESOLUTION NO. ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE INSTALLATION OF CAUTION SIGNS ON ELIZABETH STREET

WHEREAS, a request was received from a resident on Elizabeth Street for the installation of caution signs for a hearing impaired child; and

WHEREAS, the Mayor and City Council believe that the installation of signs reading "Caution Hearing Impaired Child" on Elizabeth Street will enhance traffic and pedestrian safety in that area; and

WHEREAS, Section 70.072 of the La Vista Municipal Code requires City Council approval prior to the placement of any regulatory traffic sign, or other sign, signal or mechanical devices.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Public Works Director is hereby directed to erect the following traffic warning signs:

"Caution Hearing Impaired Child" on the east side of Elizabeth Street – On wood light pole at 7503 Elizabeth Street.

"Caution Hearing Impaired Child" on the west side of Elizabeth Street – On a metal sign pole approximately 50' south of Terry Drive.

PASSED AND APPROVED THIS 19TH DAY OF JUNE 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 19, 2018 AGENDA**

Subject:	Type:	Submitted By:
SURPLUS EQUIPMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared to declare the listed equipment as surplus and authorize the sale of said items:

1996 GMC 2500	1975 Lincoln K6090 250
1995 Ford Crown Victoria	1974 Dodge Custom 300
1997 GMC 3500	1993 Ford Crown Victoria
1997 GMC 3500	1995 Ford Crown Victoria
1989 International 4900	1996 Ford Crown Victoria
1991 Ford L8000	2005 Case 590 Super M
1996 Bobcat 853H	2004 Wanco WTSP75-LSAC
1986 International 51700-1754	2004 Wanco WTSP75-LSAC
2011 Monroe Snowbully	2006 Ford Taurus
1997 H&H Trailer	2003 Chevrolet Malibu

FISCAL IMPACT

The revenue from the sale of said surplus equipment will be receipted into the General Fund. The FY 17/18 biennial budget did not anticipate this revenue.

RECOMMENDATION

Approval

BACKGROUND

All of the above mentioned equipment has been replaced with new equipment over numerous years. The surplus equipment will be sold via sealed bid process.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA DECLARING PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE.

WHEREAS, City Staff has recognized 20 pieces of equipment and vehicles located at the Public Works Facility to be surplus; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council that 20 pieces of equipment and vehicles located at the Public Works Facility be declared surplus property and sold.

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

PASSED AND APPROVED THIS 19TH DAY OF JUNE, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 19, 2018 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZING REPAIRS TO THE BARREL ROOFS AT CITY HALL & COMMUNITY CENTER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF SIEBELS PW BUILDING TECHNICIAN

SYNOPSIS

A resolution has been prepared to authorize Elevate Roofing, Denison Iowa to repair & recoat the barrel (domed) portions of the roof for City Hall and the Community Center in amount not to exceed \$57,748.

FISCAL IMPACT

The FY17/18 Biennial Budget provides funding for the proposed project.

RECOMMENDATION

Approval.

BACKGROUND

The current roof is a single-ply membrane roof that was installed in 1993/1994 and is original to the building. Three roofing contractors were contacted to obtain bids to replace the barrel (domed) roofs over the Community Center and City Hall: McKinnis Roofing, Ciaccio Roofing, and Elevate Roofing (formerly RL Craft Roofing).

- 1) McKinnis proposed to replace the roofs at a cost of \$124,589.
- 2) Ciaccio proposed to lay a new single-ply membrane over the existing roofs at a cost of \$88,945.
- 3) Elevate Roofing proposed to repair and recoat the roofs at a cost of \$57,748.
They estimated the cost to replace the roofs would be \$140-150,000.

Elevate Roofing inspected the roof and determined the existing roof has held up quite well. Due to its coating, it is not in need of replacement at this time. They determined that the majority of our roof leaks are attributed to poor flashing and failing caulk joints that were done in an effort to cover the flashing that is improperly installed and not sufficient enough to adequately cover the roof to brick transition. Their bid came in at \$8,761 to install new flashing and re-caulk all the failed caulk joints above the steel headers. Elevate Roofing bid an additional \$48,987 to power wash, prime, joint seal, and re-coat the existing roof (2 coats). They feel the roof will last another 7-8 years with just the edge & flashing repair and 10 plus years with the re-coating.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING ELEVATE ROOFING, DENISON, IOWA TO REPAIR AND RECOAT THE BARREL PORTIONS OF THE ROOF FOR THE CITY HALL AND COMMUNITY CENTER BUILDING IN AN AMOUNT NOT TO EXCEED \$57,748.00.

WHEREAS, the City Council of the City of La Vista has determined that repair and recoat of the roof on the City Hall and Community Center Building is necessary; and

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

WHEREAS, three estimates were received; and

WHEREAS, Elevate Roofing, Denison, Iowa has submitted the low qualified bid; 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 Elevate Roofing, Denison, Iowa to repair and recoat the barrel portions of the roof for the City Hall and Community Center building in an amount not to exceed \$57,748.00.

PASSED AND APPROVED THIS 19TH DAY OF JUNE, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk