

LA VISTA CITY COUNCIL MEETING AGENDA

July 2, 2018

6:00 P.M.

Harold "Andy" Anderson Council Chamber

La Vista City Hall

8116 Park View Blvd

- Call to Order
- Pledge of Allegiance
- Announcement of Location of Posted Open Meetings Act

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

A. CONSENT AGENDA

1. Approval of the Agenda as Presented
2. Approval of the Minutes of the June 19, 2018 City Council Meeting
3. Request for Payment – RDG Planning & Design – Professional Services – Civic Center Park Phase 1 - \$5,586.61
4. Request for Payment – Thompson, Dreesen & Dorner, Inc. – Professional Services – Golf Course Transformation – Proposed Lake Improvements - \$6,137.95
5. Request for Payment – DLR Group – Professional Services – City Centre Parking Facility - \$1,700.00
6. Request for Payment - Olsson Associates – Professional Services – 84th Street Redevelopment Site Preparation - \$399.00
7. Request for Payment – Yano's Nursery – Thompson Creek Maintenance - \$5,000.00
8. Resolution – Change Order for Roof Repair at City Hall and Community Center - \$6,955.00
9. Approval of Claims

- Reports from City Administrator and Department Heads
- B. Resolution – Approval – Satellite Keno Location – Playmakers Pizzeria & Sports Grill
- C. Resolution – Replace Walk-In Doors – Public Works and Parks Facilities
- D. Resolution – Authorize – Community Interest and Opinion Survey
- Comments from the Floor
- Comments from Mayor and Council
- Adjournment

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

MINUTE RECORD

A-2

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

LA VISTA CITY COUNCIL MEETING JUNE 19, 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 19, 2018. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Hale, Quick and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Director of Public Works Soucie, Community Development Director Birch, City Engineer Kottmann, Library Director Barcal, Director of Administrative Services Pokorny, Finance Director Miserez, Recreation Director Stopak and Human Resources Director Czarnick.

A notice of the meeting was given in advance thereof by publication in the Times on June 6, 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 AWARDS - D.J. BARCAL - 25 YEARS; ZACHARY BURT - 10 YEARS; BRIAN BURKE - 5 YEARS

Mayor Kindig presented service awards to D.J. Barcal for 25 years of service to the City, Zachary Burt for 10 years of service to the City, and Brian Burke for 5 years of service to the City.

PRESENTATION - 84TH STREET REDEVELOPMENT UPDATE

Chris Koenig from HDR presented an update on the 84th Street Redevelopment Project. He reported that the Bank is completed and open in its new location, the lake is full, and the first phase of grading is complete. Mr. Koenig also commented on public communication to homeowners and businesses along the project area.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE JUNE 5, 2018 CITY COUNCIL MEETING
3. MONTHLY FINANCIAL REPORT - APRIL 2018
4. REQUEST FOR PAYMENT - HDR ENGINEERING INC. - PROFESSIONAL SERVICES - PROJECT MANAGEMENT FOR SERVICES FOR PUBLIC IMPROVEMENTS AND OTHER WORKS - \$18,345.37
5. REQUEST FOR PAYMENT - RDG PLANNING & DESIGN - PROFESSIONAL SERVICES - CIVIC CENTER PARK PHASE 1 - \$4,659.07
6. REQUEST FOR PAYMENT - DESIGN WORKSHOP - 84TH STREETSCAPE PLAN - \$394.63
7. APPROVAL OF CLAIMS

4 SEASONS AWARDS, services	\$34.00
911 CUSTOM LLC, services	\$14,337.69
A & D TECHNICAL SUPPLY CO, services	\$7,689.42
ACCO UNLIMITED CORP, supplies	\$332.00
ACTION BATTERIES, maint.	\$99.60
AMERICAN HERITAGE LIFE INSURANCE, services	\$1,377.72
AMERICAN UNDERGROUND, supplies	\$330.31
ANDERSON EXCAVATING CO., services	\$41,553.62
A-RELIEF, services	\$604.00
ASPEN EQUIPMENT CO., services	\$3,958.00
ASPHALT & CONCRETE MATERIALS, maint.	\$573.51
BELLEVUE LIBRARY FOUNDATION INC, services	\$1,750.00

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BISHOP BUSINESS EQUIPMENT, services	\$2,110.03
BLACK HILLS ENERGY, utilities	\$122.98
BLUE CROSS BLUE SHIELD OF NE, services	\$103,582.24
BMI, services	\$349.00
BOOT BARN, apparel	\$150.00
BRYAN HILL ENTERTAINMENT, services	\$425.00
BUILDERS SUPPLY CO, maint.	\$60.16
CAPSTONE PRESS INC, books	\$1,143.37
CENTER POINT PUBLISHING, books	\$1,053.36
CENTURY LINK, phones	\$584.07
CENTURY LINK BUSN SVCS, phones	\$77.78
CHILD'S WORLD INC, books	\$710.15
BOCKELMANN, C., travel	\$107.38
COMP CHOICE INC, services	\$505.00
CORNHUSKER STATE INDUSTRIES, services	\$606.00
COX COMMUNICATIONS, services	\$277.40
CULLIGAN OF OMAHA, services	\$27.50
CURTIS PELSTER, refund	\$120.00
DATASHIELD CORP, services	\$20.00
DEARBORN NATIONAL LIFE INS CO, services	\$6,215.42
DELL MARKETING L.P., services	\$234.83
DLR GROUP, services	\$7,605.00
EBSCO INFORMATION, services	\$782.00
EDGEWEAR SCREEN PRINTING, apparel	\$846.00
EXPRESS DISTRIBUTION LLC, supplies	\$844.78
FBG SERVICE CORP, services	\$5,965.00
FILTER CARE, maint.	\$35.35
FIRST WIRELESS INC, services	\$92.00
FITZGERALD SCHORR BARMETTLER, services	\$37,429.00
FOCUS, services	\$488.00
GALE, books	\$268.39
GCR TIRES & SERVICE, maint.	\$257.53
GRAHAM CONSTRUCTION, INC, services	\$166,548.38
GRAYBAR ELECTRIC CO INC, services	\$51.84
GT DISTRIBUTORS INC, services	\$470.00
HEARTLAND PAPER, supplies	\$625.00
HELMET & SHIELD, services	\$3,801.95
HOBBY LOBBY STORES, supplies	\$64.19
HY-VEE INC, services	\$145.00
INDUSTRIAL SALES CO, services	\$514.91
INFOGROUP, services	\$1,250.00
INGRAM LIBRARY SERVICES, books	\$2,113.11
INTERNATIONAL CODE COUNCIL INC, services	\$728.85
IOWA PRISON INDUSTRIES, supplies	\$107.25
LA VISTA COMM FOUNDATION, payroll	\$60.00
LABRIE, DONALD P, services	\$825.00
LERNER PUBLISHING GROUP, books	\$676.37
LIBRARY IDEAS LLC, books	\$414.45
LIFEGUARD STORE INC, supplies	\$486.60
LISA LAIRD, services	\$270.00
LOGAN CONTRACTORS SUPPLY, maint.	\$251.58
LOGO LOGIX EMBROIDERY & SCREEN, apparel	\$102.00
MARK A KLINKER, services	\$200.00
MARK ALBRACHT, refund	\$27.93
MAX I WALKER UNIFORM, services	\$593.82
MELISSA MISCHO, supplies	\$51.46
MENARDS, bld&grnds	\$397.87
METRO AREA TRANSIT, services	\$565.00
METRO COMM COLLEGE, services	\$15,329.67
MID CON SYSTEMS INC, bld&grnds	\$242.76

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MID-AMERICAN BENEFITS, services	\$637.00
MIDWEST RIGHT OF WAY, services	\$965.00
MIDWEST TAPE, media	\$465.89
MOBOTREX MOBILITY & TRAFFIC, services	\$310.00
MSC INDUSTRIAL, supplies	\$301.91
MULHALL'S, services	\$1,905.00
MUNICIPAL PIPE TOOL CO, maint.	\$431.93
NEWMAN TRAFFIC SIGNS INC, services	\$148.58
NEWSBANK, services	\$2,627.00
NMC EXCHANGE LLC, services	\$1,619.50
NOBBIES INC, supplies	\$95.47
NUTS AND BOLTS INC, supplies	\$64.71
OCLC INC, services	\$149.77
OFFICE DEPOT INC, services	\$583.83
O'KEEFE ELEVATOR CO INC, services	\$246.00
OLSSON ASSOCIATES, services	\$14,204.38
OPPD, utilities	\$47,783.27
OMAHA WINDUSTRIAL CO, services	\$15.62
OMAHA WORLD-HERALD, services	\$6,584.99
ONE CALL CONCEPTS INC, services	\$436.74
O'REILLY AUTOMOTIVE STORES INC, maint.	\$232.13
PAPILLION SANITATION, services	\$4,829.91
PAPIO-MO RVR NRD WATERSHED, services	\$79,266.10
PAYLESS OFFICE PRODUCTS, supplies	\$224.10
PEPSI COLA CO, supplies	\$1,928.04
PLAINS EQUIPMENT GROUP, maint.	\$196.16
PROUHET, T., travel	\$124.87
QUALITY AUTO REPAIR & TOWING, services	\$89.00
RAINBOW GLASS & SUPPLY, maint.	\$20.00
RALLY POINT TC LLC, services	\$450.00
RAMIREZ, R., travel	\$104.10
RED MUNICIPAL & INDUSTRIAL EQUIP, services	\$3,037.50
REED TRAILER SALES, services	\$6,675.00
REGAL AWARDS OF DISTINCTION, services	\$82.95
ROTELLA'S ITALIAN BAKERY, supplies	\$200.80
RYAN WILLMS, refund	\$22.00
SARPY COUNTY FISCAL ADMIN, services	\$21,416.75
SARPY COUNTY REGISTER OF DEEDS, services	\$34.00
SCHOLASTIC BOOK FAIRS, supplies	\$338.74
SHAMROCK CONCRETE CO, maint.	\$80.00
SOUTHEAST AREA CLERK'S ASSN, services	\$10.00
SOUTHERN UNIFORM & EQUIPMENT, apparel	\$632.89
STOLLEY, B., travel	\$80.00
STOLTENBERG NURSERIES, services	\$621.00
STOREY KENWORTHY / MATT PARROTT, supplies	\$721.92
SWANK MOTION PICTURES INC, services	\$578.00
THOMPSON DREESSEN & DORNER, services	\$10,726.70
TOSHIBA, services	\$138.00
TRANS UNION RISK, services	\$38.90
TURF CARS LTD, services	\$1,040.00
U.S. CELLULAR, phones	\$912.03
UNITE PRIVATE NETWORKS LLC, services	\$3,850.00
UNITED RENT-ALL, services	\$1,686.81
VIERREGGER ELECTRIC CO, services	\$72,125.33
WESTLAKE HARDWARE INC, bld&grm	\$1,829.59
WHITE CAP CONSTR SUPPLY, maint.	\$320.00
ZEE MEDICAL, supplies	\$235.39

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

FIRST QUARTER REPORT – SARPY COUNTY ECONOMIC DEVELOPMENT CORPORATION

Josh Charvat from the Sarpy County Economic Development Corporation gave a report on the first quarter activity in Sarpy County.

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Clerk Buethe reported on the time and date changes for the next three meetings and on the times and dates for Budget Workshops in July.

Recreation Director Stopak reported on a pool party event and on a fundraiser for underprivileged children with challenges, which was held at the Community Center. The fundraiser had 167 attendees, and the Community Center hopes this will become an annual event.

Director of Public Works Soucie reported that 206 people attended the 4th Annual Public Works Expo and also reported on another successful clean-up days.

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

Councilmember Thomas introduced and moved for the adoption of Resolution No. 18-085 entitled: 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.

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

C. RESOLUTION – 84TH STREET REDEVELOPMENT AREA MIXED USE AND PUBLIC IMPROVEMENT REDEVELOPMENT PROJECTS – PRELIMINARY STATEMENT REGARDING ADDITIONAL PROPOSED IMPROVEMENTS

Councilmember Quick introduced and moved for the adoption of Resolution No. 18-086 entitled: 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

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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.

Seconded by Councilmember Sheehan. Developer Chris Erickson presented the concept of the venue. There was discussion regarding parking, hours, and entertainment. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

D. RESOLUTION – AMENDMENT 4 TO THE DECLARATION AND MASTER DEED – LA VISTA METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM PROPERTY REGIME

Councilmember Hale introduced and moved for the adoption of Resolution No.18-087 entitled: 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

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

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E. RESOLUTION - INSTALLATION OF "CAUTION HEARING IMPAIRED CHILD" SIGNS

Councilmember Crawford introduced and moved for the adoption of Resolution No.18-088 entitled: 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.

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

F. RESOLUTION - DECLARE EQUIPMENT SURPLUS AND AUTHORIZE DISPOSAL

Councilmember Hale introduced and moved for the adoption of Resolution No.18-089 entitled: 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.

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

G. RESOLUTION - AUTHORIZE ROOF REPAIR - CITY HALL AND COMMUNITY CENTER

Councilmember Thomas introduced and moved for the adoption of Resolution No. 18-090 entitled: 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.

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

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.

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

Councilmember Crawford made a motion to move Comments from the Floor ahead of Item H. 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.

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

At 7:43 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 8:30 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 and Sell. Nays: None. Abstain: None. Absent: Quick and Hale. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

There were no comments from Mayor and Council.

At 8:34 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Crawford. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

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

PASSED AND APPROVED THIS 2ND DAY OF JULY 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



May 31, 2018
 Project No: R3001.477.01
 Invoice No: 44149

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 May 31, 2018
 Fee

Billng 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	100.00	22,706.25	20,957.87	1,748.38 ✓
Bidding/Negotiation	5,158.14	73.20	3,775.76	0.00	3,775.76 ✓
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		63,057.28	57,533.14	5,524.14 ✓
Total Fee					5,524.14 ✓

Reimbursable Expenses

Printing	53.75
Mileage In Town	8.72
Total Reimbursables	62.47

Total this Invoice \$5,586.61

Outstanding Invoices

Number	Date	Balance
43995	4/30/2018	4,659.07
Total		4,659.07

*O.K. to pay
 of MK 6-20-2018
 05.71.0916.003*



A-4



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

INVOICE

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

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

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

Invoice number 126566
Date 06/18/2018

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

Professional Services from May14, 2018 through June 10, 2018

PO #18-0080

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Construction Staking	20,000.00	19,888.55	111.45	0.00
Construction Administration	4,000.00	4,000.00	0.00	0.00
Construction Observation	5,000.00	4,750.35	249.65	0.00
Construction Testing/Geotechnical Observation	105,000.00	75,261.87	25,485.08	4,253.05
Erosion Control Monitoring and Reporting Services	7,500.00	7,144.50	0.00	355.50
Grading "As-Built" Drawings	3,500.00	3,358.75	141.25	0.00
Sanitary Sewer Relocation	15,000.00	7,342.67	6,127.93	1,529.40
3D Visualization	3,500.00	3,500.00	0.00	0.00
Additional Design Team Meeting Attendance	2,000.00	1,986.65	13.35	0.00
Construction Phase Progress Meeting Attendance	7,500.00	7,496.66	3.34	0.00
Total	173,000.00	134,730.00	32,132.05	6,137.95

Invoice total 6,137.95

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
126566	06/18/2018	6,137.95	6,137.95				
	Total	6,137.95	6,137.95	0.00	0.00	0.00	0.00

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

O.K. to pay
of MK 6-20-2018
05.71.0916.003

Consent Agenda 7/2/2018 (re)

Invoice



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

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

June 11, 2018
Project No: 10-17105-01
Invoice No: 0149281

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

Billing Period: May 1, 2018 to May 31, 2018

Fee

Total Fee	34,000.00		
Percent Complete	35.00	Total Earned	11,900.00
		Previous Fee Billing	10,200.00
		Current Fee Billing	1,700.00
		Total Fee	1,700.00
		Total this Invoice	\$1,700.00

Outstanding Invoices

Number	Date	Balance
0147893	5/10/2018	7,605.00
Total		7,605.00

Billings to Date

	Current	Prior	Total
Fee	1,700.00	10,200.00	11,900.00
Consultant	0.00	10,055.00	10,055.00
Expense	0.00	163.08	163.08
Totals	1,700.00	20,418.08	22,118.08

O.K. to pay
BANK 6-18-2018
CD-17-008
05.71.0909.003

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

Matthew Gulsvig, AIA, LEED AP

Consent Agenda 7/2/2018 (rc)

Invoice



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

June 21, 2018
Invoice No: 305105

Invoice Total \$399.00

John Kottmann
City Engineer/Assistant Public Works Director
City of La Vista NE
La Vista Community Development Agency
9900 Portal Rd
La Vista, NE 68128

OA Project No. A16-0546 City of LaVista 84th Street Redevelopment Site Preparation
Professional services rendered May 6, 2018 through June 9, 2018 for work completed in accordance with agreement dated June 21, 2016 and Amendment #1 dated October 27, 2017.

Phase 100 Survey Verification

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	5,000.00	5,000.00	
Limit			5,000.00	
	Total this Phase			0.00 ✓

Phase 110 Survey (Post Construction Verification)

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	17,500.00	17,500.00	
Limit			17,500.00	
	Total this Phase			0.00 ✓

Phase 200 Utility & Tennant Coordination

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	15,000.00	15,000.00	
Limit			15,000.00	
	Total this Phase			0.00 ✓

Phase 210 Preliminary Construction Documents

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	13,168.25	13,168.25	
Limit				15,000.00	
Balance Remaining				1,831.75	
Total this Phase					0.00

Phase 220 Final Construction Documents

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

Phase 300 Project Management

Labor

	Hours	Rate	Amount	
Principal				
Egelhoff, Anthony	1.00	157.00	157.00	
Galley, Eric	2.00	121.00	242.00	
Totals	3.00		399.00	
Total Labor				399.00

Billing Limits		Current	Prior	To-Date	
Total Billings		399.00	24,480.25	24,879.25	
Limit				30,000.00	
Balance Remaining				5,120.75	
Total this Phase					\$399.00

Phase 400 On-Site Construction Administration

Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	28,500.00	28,500.00	
Limit				28,500.00	
Total this Phase					0.00

Phase 410 SWPPP Inspections

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	5,250.00	5,250.00	
Limit				8,000.00	
Balance Remaining				2,750.00	
				Total this Phase	0.00

Phase 420 On-Site Construction Observation

Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	39,681.75	39,681.75	
Limit				45,000.00	
Balance Remaining				5,318.25	
				Total this Phase	0.00

Phase 430 Special Inspections / Testing

Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	8,000.00	8,000.00	
Limit				8,000.00	
				Total this Phase	0.00

Phase 900 Expenses

Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	6,078.74	6,078.74	
Limit				10,000.00	
Balance Remaining				3,921.26	
				Total this Phase	0.00

AMOUNT DUE THIS INVOICE \$399.00

Email Invoices to: jkottmann@cityoflavista.org

Authorized By: Eric Galley

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Billing Backup

Thursday, June 21, 2018

Olsson Associates, Inc

Invoice 305105 Dated 6/21/2018

3:13:32 PM

OA Project No. A16-0546 City of LaVista 84th Street Redevelopment Site Preparation

Phase 300 Project Management

Labor

				Hours	Rate	Amount	
	Principal						
02821	100 - 104 - Egelhoff, Anthony	5/23/2018		.25	157.00	39.25	
02821	100 - 104 - Egelhoff, Anthony	5/24/2018		.25	157.00	39.25	
02821	100 - 104 - Egelhoff, Anthony	5/25/2018		.50	157.00	78.50	
02264	100 - 106 - Galley, Eric	5/7/2018		1.00	121.00	121.00	
02264	100 - 106 - Galley, Eric	5/16/2018		1.00	121.00	121.00	
	Totals			3.00		399.00	
	Total Labor						399.00
					Total this Phase		\$399.00
					Total this Project		\$399.00
					Total this Report		\$399.00

O.K. to pay
JMK 6-22-2018
CD-17-007
05.71.0908.003

Consent Agenda 7/2/18 (pk)

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

A-7

Yano's Nursery
5240 S 192nd St
Omaha, NE 68135-2000
(402) 895-1535
nick@yanosnursery.com
http://yanosnursery.com

Invoice



BILL TO

City of La Vista
9900 Portal Rd.
La Vista, NE 68128

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
6498	05/23/2018	\$5,000.00	05/23/2018	Due on receipt	

PROJECT NAME

Thompson Creek Maintenance

ATTN

John Kottman

ACTIVITY	QTY	RATE	AMOUNT
Labor: Clean Up Mowing and Trimming Down Weeds & Native Grass, Pick Up Trash, Replace Trees, & Move rocks (#1 of 2 for year 2)	1	5,000.00	5,000.00T

We Appreciate Your Business!

SUBTOTAL	5,000.00
TAX (0%)	0.00
TOTAL	5,000.00
BALANCE DUE	\$5,000.00

O.K. to pay
MK 6-22-2018
02.43.0401

Consent Agenda 7/2/18 (pk)

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 2, 2018 AGENDA**

Subject:	Type:	Submitted By:
CHANGE ORDER FOR ROOF REPAIR AT CITY HALL & COMMUNITY CENTER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing a change to the not to exceed price for the roof repair at City Hall and the Community Center from \$57,748.00 to \$64,703.00

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

Resolution 18-090 passed by City Council June 19, 2018 authorized the repair of the City Hall and Community Center roof in an amount not to exceed \$57,748.00. Staff discovered, after that meeting, the portion of that quote for repair of the small barrel roof was not included in the not to exceed amount. This change order will increase the not to exceed amount by \$6,955.00.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING A CHANGE ORDER FOR THE REPAIR AND RECOAT OF THE BARREL PORTIONS OF THE ROOF FOR THE CITY HALL AND COMMUNITY CENTER BUILDING TO AN AMOUNT NOT TO EXCEED \$64,703.00.

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 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.

WHEREAS, Resolution 18-090, passed by City Council on June 19, 2018 approved a not to exceed price of \$57,548.00 which was a portion of the quote.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize a change order for the repair and recoat of the barrel portions of the roof for the City Hall and Community Center building to an amount not to exceed \$64,703.00.

PASSED AND APPROVED THIS 2ND DAY OF JULY, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



2509 4TH AVE S DENISON, IOWA 51442
 PH 712-263-5059 | 800-635-6422
 FX 712-263-6844 | EMAIL info@elevateroofers.com

CONTRACT | PROPOSAL

May 2, 2018

CUSTOMER INFORMATION

Jeff Siebels
 City of La Vista
 9900 Portal Road
 La Vista, NE 68128
 (402) 593-6455
jsiebels@cityoflavista.org

PROJECT INFORMATION

Roof Repairs
 La Vista City Hall & Comm. Center
 8116 Park View Boulevard
 La Vista, Nebraska 68128

CONTRACTOR INFORMATION

Estimator – Mark Keyser
 712-263-9681 mobile
mark@elevaterooferst.com

We hereby submit specifications for the following:

ROOF REPAIRS

We will perform recommended roof repairs on the small barrel roof as follows:

1. We will adhere 5" quickseam to the face of the existing gravel stop that extends down onto the face of the brick 1" along the entire east and west roof edges. (approximately 325')
2. We will provide and install fascia metal that hooks onto the top of the existing gravel stop and extends down past the new 5". This will be face fastened at 2' on center with color match screws.
3. We will apply new caulking to the failed caulk joints of the steel headers above the windows. (approximately 150' total)

WE PROPOSE hereby to furnish material and labor, complete in accordance with the above specifications, for the sum of:
 Six Thousand, Nine Hundred Fifty-five and no/100----- \$6,955.00

Payment to be made within 30 days of job completion. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving change in cost will be executed only upon written approval and will become a change to the the proposed price. All agreements contingent upon changes or delays beyond our control. This proposal may be withdrawn if not accepted within 30 days.

Submitted by: Carl D. Boer
 Authorized Contractors Representative

ACCEPTANCE OF CONTRACT | PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Accepted by: _____
 Authorized Owners Representative

ELEVATE

GENERAL CONDITIONS

- 1) This proposal constitutes our offer to Owner upon the terms and conditions stated herein and shall become a binding contract on the terms and conditions stated herein when Owner's acceptance is indicated by its signature or issuance of a purchase order. Any additional or different terms or conditions proposed by Owner are objected to and are hereby rejected unless specifically adopted or approved by written response of Contractor. Failure to respond by Contractor shall be deemed a denial of any additional terms or conditions stated in Owner's acceptance.
- 2) Repairs are warranted for new materials and workmanship for 2 years. Should a leak reoccur due to failed materials or installation within 2 years, it will be repaired or replaced at no charge. Such circumstances shall not be grounds for withholding payment of the Contract Price. Contractor shall have no responsibility for water damage inside the building or underlying roofing substrate (including mold)
- 3) If roof tear-off is to be performed, Contractor shall not be responsible for damages caused by (a) water penetration into the building resulting from moisture contained or trapped in or under the existing roof surface, which is released during tear-off, and (b) penetration of dust, dirt or mold spores into the building resulting from the tear-off.
- 4) Damage occurring to the new or existing roofing membrane, resulting from acts of other contractors or persons authorized by Owner to conduct operations above or upon the new or existing membrane, shall be the responsibility of Owner.

CONTRACT CONDITIONS

DUTIES AND RESPONSIBILITIES OF CONTRACTOR:

- 5) Contractor has included, and shall pay, all applicable tax on materials purchased and incorporated into the project unless noted otherwise (if the project is exempt from tax, owner shall provide a tax exempt certificate before commencement).
- 6) Contractor will have Worker's Compensation Insurance in limits required by state law and Comprehensive General Liability Insurance coverage in force for all of its operations under this proposal including damage to roofing materials.
- 7) Contractor shall take all reasonable safety precautions with respect to the Work, and shall have responsibility for compliance of its equipment and employees with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety and health of persons on the job site. Contractor shall have specific responsibility for housekeeping in its immediate work area, and will remove rubbish and debris caused by the Work. Contractor shall not be responsible for the safety and health of any persons present at the job site who are not employees of Contractor.

DUTIES AND RESPONSIBILITIES OF OWNER:

- 8) The Contract Price shall be paid as stated above and as follows: Owner agrees that the balance of all sums due under this agreement shall be immediately due and payable upon completion of the Work, and that Contractor may charge interest at the annual rate of eighteen percent (18%), unless a lesser percentage is required by law on any sum due under this agreement which is not paid within thirty (30) days of its due date. If payments are not made when due, interest, costs incidental to collection and attorneys' fees (if an attorney is retained for collection) shall be added to the unpaid balance. Progress payments will be made by Owner on the basis of the work completed per month, based on Contractor's estimate.
- 9) Owner is responsible for any necessary permits including associated costs unless otherwise noted.
- 10) At the time Contractor commences the Work, Owner will provide Contractor with exclusive access and use of all roof areas where the Work is to be performed and such additional areas as are reasonably necessary for the Contractor to perform the Work without interruption. Contractor shall not be required to perform the Work while snow or other moisture conditions exist on the roof surface, unless Owner provides for removal or curing of such conditions.

ARBITRATION, ACCEPTANCE AND EXECUTION

- 11) All disputes, claims and questions regarding the rights and obligations of the parties under the terms of this Agreement are subject to arbitration. Either party may make a demand for arbitration by filing such demand in writing with the other party within thirty (30) days after the dispute first arises. Thereafter, arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect.



2509 4TH AVE S DENISON, IOWA 51442
PH 712-263-5059 | 800-635-6422
FX 712-263-6844 | EMAIL info@elevateroofers.com

CONTRACT | PROPOSAL

May 2, 2018

CUSTOMER INFORMATION

Jeff Siebels
City of La Vista
9900 Portal Road
La Vista, NE 68128
(402) 593-6455
jsiebels@cityoflavista.org

PROJECT INFORMATION

Roof Repairs
La Vista City Hall & Comm. Center
8116 Park View Boulevard
La Vista, Nebraska 68128

CONTRACTOR INFORMATION

Estimator – Mark Keyser
712-263-9681 mobile
mark@elevaterooferst.com

We hereby submit specifications for the following:

ROOF REPAIRS

We will perform recommended roof repairs on the large barrel roof as follows:

1. We will adhere 5" quickseam to the face of the existing gravel stop that extends down onto the face of the brick 1" along the entire north and south roof edges. (approximately 425')
2. We will provide and install fascia metal that hooks onto the top of the existing gravel stop and extends down past the new 5". This will be face fastened at 2' on center with color match screws.
3. We will apply new caulking to the failed caulk joints of the steel headers above the windows. (approximately 150' total)

WE PROPOSE hereby to furnish material and labor, complete in accordance with the above specifications, for the sum of:

Eight Thousand, Seven Hundred Sixty-one and no/100----- \$8,761.00

Payment to be made within 30 days of job completion. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving change in cost will be executed only upon written approval and will become a change to the the proposed price. All agreements contingent upon changes or delays beyond our control. This proposal may be withdrawn if not accepted within 30 days.

Submitted by: Carl D. Boer
Authorized Contractors Representative

ACCEPTANCE OF CONTRACT | PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Accepted by: _____
Authorized Owners Representative

ELEVATE

GENERAL CONDITIONS

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- 3) If roof tear-off is to be performed, Contractor shall not be responsible for damages caused by (a) water penetration into the building resulting from moisture contained or trapped in or under the existing roof surface, which is released during tear-off, and (b) penetration of dust, dirt or mold spores into the building resulting from the tear-off.
- 4) Damage occurring to the new or existing roofing membrane, resulting from acts of other contractors or persons authorized by Owner to conduct operations above or upon the new or existing membrane, shall be the responsibility of Owner.

CONTRACT CONDITIONS

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- 5) Contractor has included, and shall pay, all applicable tax on materials purchased and incorporated into the project unless noted otherwise (if the project is exempt from tax, owner shall provide a tax exempt certificate before commencement).
- 6) Contractor will have Worker's Compensation Insurance in limits required by state law and Comprehensive General Liability Insurance coverage in force for all of its operations under this proposal including damage to roofing materials.
- 7) Contractor shall take all reasonable safety precautions with respect to the Work, and shall have responsibility for compliance of its equipment and employees with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety and health of persons on the job site. Contractor shall have specific responsibility for housekeeping in its immediate work area, and will remove rubbish and debris caused by the Work. Contractor shall not be responsible for the safety and health of any persons present at the job site who are not employees of Contractor.

DUTIES AND RESPONSIBILITIES OF OWNER:

- 8) The Contract Price shall be paid as stated above and as follows: Owner agrees that the balance of all sums due under this agreement shall be immediately due and payable upon completion of the Work, and that Contractor may charge interest at the annual rate of eighteen percent (18%), unless a lesser percentage is required by law on any sum due under this agreement which is not paid within thirty (30) days of its due date. If payments are not made when due, interest, costs incidental to collection and attorneys' fees (if an attorney is retained for collection) shall be added to the unpaid balance. Progress payments will be made by Owner on the basis of the work completed per month, based on Contractor's estimate.
- 9) Owner is responsible for any necessary permits including associated costs unless otherwise noted.
- 10) At the time Contractor commences the Work, Owner will provide Contractor with exclusive access and use of all roof areas where the Work is to be performed and such additional areas as are reasonably necessary for the Contractor to perform the Work without interruption. Contractor shall not be required to perform the Work while snow or other moisture conditions exist on the roof surface, unless Owner provides for removal or curing of such conditions.

ARBITRATION, ACCEPTANCE AND EXECUTION

- 11) All disputes, claims and questions regarding the rights and obligations of the parties under the terms of this Agreement are subject to arbitration. Either party may make a demand for arbitration by filing such demand in writing with the other party within thirty (30) days after the dispute first arises. Thereafter, arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect.



2509 4TH AVE. S DENISON, IOWA 51442
 PH 712-263-5059 | 800-635-6422
 FX 712-263-6844 | EMAIL info@elevateroofers.com

CONTRACT | PROPOSAL

May 11, 2018

CUSTOMER INFORMATION

Jeff Siebels
 City of La Vista
 9900 Portal Road
 La Vista, NE 68128
 (402) 593-6455
jsiebels@cityoflavista.org

PROJECT INFORMATION

Roof Coating Repairs
 La Vista City Hall & Comm. Center
 8116 Park View Boulevard
 La Vista, Nebraska 68128

CONTRACTOR INFORMATION

Estimator – Mark Keyser
 712-263-9681 mobile
mark@elevateroofers.com

We hereby submit specifications for the following:

ROOF COATING REPAIRS

We will perform roof coating repairs on the two-barrel roofs as follows:

1. We will power wash the entire two-barrel roofs.
2. We will apply "Ply Prime" to any exposed EPDM.
3. We will apply "MS" sealant to all man-made seams/patches 3" wide.
4. We will spray elastomeric roof coating over entire roof surfaces. (two passes for a minimum of 16 dry mils thickness)

NOTES:

1. There is a five-year leak guarantee provided by the applicator.
2. We will do our best to cover intakes and a/c units but odors from the product while it cures does occur.
3. We are not responsible for any issues or complaints that arise with tenants.
4. An SDS (safety data sheet) can be provided upon request regarding the products being used.

WE PROPOSE hereby to furnish material and labor, complete in accordance with the above specifications, for the sum of:

Forty-eight Thousand, Seven Hundred Eighty-seven and no/100----- \$48,987.00

Payment to be made within 30 days of job completion. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving change in cost will be executed only upon written approval and will become a change to the the proposed price. All agreements contingent upon changes or delays beyond our control. This proposal may be withdrawn if not accepted within 30 days.

Submitted by: Curt D. Boer
 Authorized Contractors Representative

ACCEPTANCE OF CONTRACT | PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Accepted by: _____
 Authorized Owners Representative

ELEVATE

GENERAL CONDITIONS

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ARBITRATION, ACCEPTANCE AND EXECUTION

- 11) All disputes, claims and questions regarding the rights and obligations of the parties under the terms of this Agreement are subject to arbitration. Either party may make a demand for arbitration by filing such demand in writing with the other party within thirty (30) days after the dispute first arises. Thereafter, arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect.

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
127200	06/21/2018	CPS HUMAN RESOURCE SERVICES	750.45	N
127201	06/21/2018	DESIGN WORKSHOP INC	394.63	N
127202	06/21/2018	HDR ENGINEERING INC	18,345.37	N
127203	06/21/2018	RDG PLANNING & DESIGN	4,659.07	N
127204	07/02/2018	A-RELIEF SERVICES INC	84.00	N
127205	07/02/2018	ACCO UNLIMITED CORP	332.00	N
127206	07/02/2018	ACCURATE TESTING INC	825.00	N
127207	07/02/2018	ASPHALT & CONCRETE MATERIALS	932.33	N
127208	07/02/2018	BARONE SECURITY SYSTEMS	126.00	N
127209	07/02/2018	BAUER BUILT TIRE	1,279.00	N
127210	07/02/2018	BAXTER CHRYSLER DODGE JEEP-124TH	47.32	N
127211	07/02/2018	BAXTER FORD 144TH & I-80	536.62	N
127212	07/02/2018	BISHOP BUSINESS EQUIPMENT	1,451.22	N
127213	07/02/2018	BLACK HILLS ENERGY	1,441.27	N
127214	07/02/2018	BOB'S RADIATOR REPAIR CO INC	128.00	N
127215	07/02/2018	BOBCAT OF OMAHA	77.19	N
127216	07/02/2018	CENTER POINT PUBLISHING	408.66	N
127217	07/02/2018	CENTURY LINK	350.78	N
127218	07/02/2018	CENTURY LINK BUSN SVCS	12.92	N
127219	07/02/2018	CIOX HEALTH, LLC	20.00	N
127220	07/02/2018	CITY OF OMAHA	186,143.83	N
127221	07/02/2018	CITY OF PAPILLION	175,777.00	N
127222	07/02/2018	ROBERT D COCO	22.00	N
127223	07/02/2018	COLIBRI SYSTEMS NORTH AMER INC	1,215.35	N
127224	07/02/2018	CONSOLIDATED MANAGEMENT	7.88	N
127225	07/02/2018	COX COMMUNICATIONS	147.03	N
127226	07/02/2018	D & K PRODUCTS	12.80	N
127227	07/02/2018	DAIKIN APPLIED	1,763.67	N
127228	07/02/2018	DATASHIELD CORPORATION	60.00	N
127229	07/02/2018	DEMCO INCORPORATED	197.38	N
127230	07/02/2018	DIAMOND VOGEL PAINTS	386.00	N
127231	07/02/2018	DILLON BROS HARLEY DAVIDSON	1,188.02	N
127232	07/02/2018	DOUGLAS COUNTY SHERIFF'S OFC	212.50	N
127233	07/02/2018	EDGEWEAR SCREEN PRINTING	85.60	N
127234	07/02/2018	EN POINTE TECHNOLOGIES SALES	308.77	N
127235	07/02/2018	EXPRESS DISTRIBUTION LLC	614.29	N
127236	07/02/2018	FILTER CARE	24.80	N
127237	07/02/2018	FIRST NATIONAL BANK FREMONT	600,558.75	N
127238	07/02/2018	FIRST WIRELESS INC	96.80	N
127239	07/02/2018	GALE	126.70	N
127240	07/02/2018	GRAINGER	88.45	N
127241	07/02/2018	GREATAMERICA FINANCIAL SERVICES	805.00	N
127242	07/02/2018	GREY HOUSE PUBLISHING	164.00	N
127243	07/02/2018	HEARTLAND TIRES AND TREADS	350.48	N
127244	07/02/2018	HERITAGE CRYSTAL CLEAN LLC	687.05	N
127245	07/02/2018	HOME DEPOT CREDIT SERVICES	130.21	N
127246	07/02/2018	INGRAM LIBRARY SERVICES	528.07	N
127247	07/02/2018	J & J SMALL ENGINE SERVICE	53,003.00	N
127248	07/02/2018	MARK A KLINKER	17.00	N
127249	07/02/2018	L-TRON CORPORATION	12,454.54	N
127250	07/02/2018	LERNER PUBLISHING GROUP	38.22	N
127251	07/02/2018	LOGAN CONTRACTORS SUPPLY	289.10	N
127252	07/02/2018	LOU'S SPORTING GOODS	120.00	N
127253	07/02/2018	MARCO INCORPORATED	110.84	N
127254	07/02/2018	MARTIN MARIETTA AGGREGATES	219.05	N
127255	07/02/2018	MAX I WALKER UNIFORM RENTAL	657.50	N
127256	07/02/2018	MENARDS-RALSTON	87.95	N
127257	07/02/2018	METROPOLITAN UTILITIES DIST.	12,080.89	N
127260	07/02/2018	MIDWEST RIGHT OF WAY SVCS INC	85.00	N
127261	07/02/2018	MIDWEST TAPE	81.35	N

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
127262	07/02/2018	MNJ TECHNOLOGIES DIRECT INC	1,004.00	N
127263	07/02/2018	MONARCH OIL INC	532.80	N
127264	07/02/2018	NATIONAL EVERYTHING WHOLESAL	794.84	N
127265	07/02/2018	NEBRASKA LAW ENFORCEMENT	604.00	N
127266	07/02/2018	NEBRASKA MUNICIPAL CLERKS ASSN	45.00	N
127267	07/02/2018	NETWORKFLEET, INC	59.90	N
127268	07/02/2018	NOBBIES INC	84.88	N
127269	07/02/2018	NUTS AND BOLTS INCORPORATED	5.05	N
127270	07/02/2018	OCLC INC	149.77	N
127271	07/02/2018	ODEY'S INCORPORATED	1,712.00	N
127272	07/02/2018	OFFICE DEPOT INC	224.22	N
127273	07/02/2018	OMAHA COMPOUND COMPANY	65.48	N
127274	07/02/2018	OMAHA TACTICAL LLC	539.00	N
127275	07/02/2018	OMNI	271.28	N
127276	07/02/2018	PAPILLION TIRE INCORPORATED	101.95	N
127277	07/02/2018	PAPIO VALLEY NURSERY INC	301.00	N
127278	07/02/2018	PEPSI COLA COMPANY	1,025.04	N
127279	07/02/2018	PLAINS EQUIPMENT GROUP	607.65	N
127280	07/02/2018	READY MIXED CONCRETE COMPANY	374.78	N
127281	07/02/2018	REAL PRINCESSES OMAHA LLC	120.00	N
127282	07/02/2018	RON TURLEY ASSOCIATES INC	1,700.00	N
127283	07/02/2018	ROTELLA'S ITALIAN BAKERY	68.90	N
127284	07/02/2018	SAPP BROS PETROLEUM INC	719.20	N
127285	07/02/2018	SCHEMMER ASSOCIATES INC	600.00	N
127286	07/02/2018	SHAMROCK CONCRETE COMPANY	368.07	N
127287	07/02/2018	SOUTHERN UNIFORM & EQUIPMENT	447.82	N
127288	07/02/2018	SUN COUNTRY DISTRIBUTING LTD	21.76	N
127289	07/02/2018	SWAIN CONSTRUCTION INC	11,002.12	N
127290	07/02/2018	TED'S MOWER SALES & SERVICE	8.00	N
127291	07/02/2018	TRUCK CENTER COMPANIES	208.16	N
127292	07/02/2018	TURFWERKS	32,159.65	N
127293	07/02/2018	UNITED PARCEL SERVICE	13.23	N
127294	07/02/2018	UTILITY EQUIPMENT COMPANY	58.48	N
127295	07/02/2018	VAL VERDE ANIMAL HOSPITAL INC	79.24	N
127296	07/02/2018	VERIZON WIRELESS	209.14	N
127297	07/02/2018	VIERREGGER ELECTRIC COMPANY	1,946.96	N
127298	07/02/2018	WAL-MART COMMUNITY BRC	3,445.28	N
127299	07/02/2018	WHITE CAP CONSTR SUPPLY/HDS	34.95	N
127300	07/02/2018	WICK'S STERLING TRUCKS INC	2,131.07	N
127301	07/02/2018	ZEE MEDICAL SERVICE INC	282.69	N
TOTAL:			1,147,276.06	

APPROVED BY COUNCIL MEMBERS ON: 07/02/2018

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 2, 2018 AGENDA**

Subject:	Type:	Submitted By:
APPROVAL - SATELLITE KENO LOCATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

A resolution has been prepared to authorize a satellite keno location for La Vista, Keno, Inc. at Playmakers Pizzeria & Sports Grill, 12744 Westport Pkwy Suite 1A, La Vista, NE effective upon receipt of the keno license from the State.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

On August 5, 2008, the City awarded a contract to La Vista Keno, Inc. for operation of a municipal keno-type lottery commencing October 1, 2008 through September 30, 2018. The terms of this contract allowed for the establishment of satellite locations with the approval of the City of La Vista. On September 16, 2008 the City passed ordinance 1073 which provided qualification standards for Keno lottery sales outlet locations.

On April 5, 2016 the City approved the assignment and assumption of the current Lottery Operator Agreement to and by buyer, LVK Holdings LLC through September 30, 2023.

La Vista Keno and Playmakers Pizzeria & Sports Grill have met the standards set forth by the City of La Vista and are requesting approval of this satellite location effective upon receipt of the keno license from the State.

RESOLUTION NO. ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING A SATELLITE KENO LOCATION FOR THE CITY'S KENO LOTTERY GAME AT PLAYMAKERS ENTERTAINMENT GRP LLC. D/B/A PLAYMAKERS PIZZERIA & SPORTS GRILL, 12744 WESTPORT PKWY SUITE 1A, LA VISTA, NEBRASKA EFFECTIVE UPON RECEIPT OF THE KENO LICENSE FROM STATE.

WHEREAS, the current Keno Lottery Operator Agreement between the City of La Vista and La Vista Keno, Inc., dated August 8, 2008, and assigned and assumed to and by LVK Holdings LLC on April 5 2016 requires LVK Holdings LLC to obtain prior written consent of the City to establish a satellite location; and further that the satellite location shall comply with such qualification standards as adopted by the City pursuant to Nebraska Statutes, Section 9-642.01, governing lottery sales outlet locations, and such other terms and conditions determined necessary or advisable; and

WHEREAS, the City of La Vista, by Ordinance No. 1073, set forth qualification standards for Keno Lottery Sales Outlet Locations, which includes satellite locations ("Ordinance"); and

WHEREAS, LVK Holdings LLC has proposed a satellite location for the City's keno lottery game at Playmakers Entertainment GRP LLC dba Playmakers Pizzeria & Sports Grill, located at 12744 Westport Pkwy Suite 1A, La Vista, Nebraska pursuant to a Satellite Agreement between said parties dated April 30, 2018, a copy of which has been presented at this meeting ("Satellite Agreement"); and

WHEREAS, the requirements of the Lottery Operator Agreement and other Keno Requirements as defined in the Ordinance are incorporated into the Satellite Agreement pursuant to said Ordinance; and

WHEREAS, the City Clerk has determined that the standards for the Keno Lottery Sales Outlet Location at Playmakers Pizzeria & Sports Grill, located at 12744 Westport Pkwy Suite 1A, La Vista NE, have been met.

NOW, THEREFORE, BE IT RESOLVED: that the Mayor and City Council of the City of La Vista, Nebraska, hereby authorize and approve a satellite keno location for the City's keno lottery game at Playmakers Pizzeria & Sports Grill, located at 12744 Westport Pkwy Suite 1A, La Vista NE, and further approve the owner and operator thereof, Playmakers Entertainment GRP LLC, effective upon receipt of the keno license from that State and subject to the following:

- a. Submittal of all Exhibits to the Satellite Agreement in form and content satisfactory to the City;
- b. Any change of ownership or control of the satellite, Playmakers Entertainment GRP, LLC, or any membership interest of Playmakers Entertainment GRP, LLC, shall require prior written approval of the City of La Vista;
- c. The satellite, Playmakers Entertainment GRP, LLC and members of Playmakers Entertainment GRP, LLC shall be bound by the Lottery Operator Agreement between the City of La Vista and LVK Holdings LLC and owe to LVK Holdings LLC all responsibilities and obligations which LVK Holdings LLC and its owner

by said Lottery Operator Agreement, as secured, owe to the City of La Vista. The City of La Vista shall be a beneficiary entitled to enforce such responsibilities and obligations of the satellite, Playmakers Entertainment GRP, LLC and its members;

- d. City of La Vista shall have access at any time to the satellite location and keno-related funds, documents and records in the possession or control of the satellite owner or operator;
- e. City of La Vista shall be named as an additional named insured on any insurance required of the satellite owner or operator by the Satellite Agreement;
- f. City of La Vista, as owner of the La Vista keno game, retains authority over use of the term "La Vista keno"; and all uses of said term shall be subject to review and approval of the City and cease upon termination of the Satellite Agreement;
- g. Funds of the La Vista keno game handled by the satellite shall be the sole and exclusive property and held in trust for the benefit of the City of La Vista until properly paid in accordance with the Lottery Operator Agreement or Satellite Agreement; and
- h. Ongoing satisfaction by the satellite owner and operator of the Satellite Agreement and this Resolution, as well as the Lottery Operator Agreement, Ordinance and other Keno Requirements, as defined in said Ordinance.

BE IT FURTHER RESOLVED that, in addition to devices for satellite keno, the following gambling devices are hereby authorized at the satellite premises pursuant to Section 2(H) of the Ordinance: pickle card device.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign such documents, including, but not limited to, Nebraska Department of Revenue Form(s) 50G, and take such further actions as necessary or appropriate to carry out the actions approved herein.

PASSED AND APPROVED THIS 2ND DAY OF JULY, 2018.

CITY OF LA VISTA

Kim Thomas, Acting Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

LA VISTA KENO**SATELLITE LEASE AND OPERATING AGREEMENT**

This Satellite Lease and Operating Agreement is between LVK Holdings LLC dba La Vista Keno, 11248 John Galt Boulevard, Omaha, NE 68137 and the undersigned "Satellite". In this Agreement: (i) "we", "us" and "our" means and refers to LVK Holdings LLC; (ii) "you" and "your" means and refers to the undersigned Satellite and any successor-in-interest to the business of the undersigned Satellite; (iii) "Premises" means the location specified below and any new location to which your business is moved or expanded; (iv) "Game" means the legal gambling activities contemplated by this Agreement; (v) "Equipment" means any computer(s), input terminal(s), display device(s) and other equipment that we place at the Premises; (vi) "Supplies" means tickets, bet slips and other items of personal property necessary to play the Game; (vii) "Handle" means the amount wagered on the Game at the Premises, determined in accordance with the Game Rules; (viii) "Game Rules" means the La Vista Keno Satellite Manual and other rules we develop or implement from time to time for conduct of the Game, all of which are made a part of this Agreement; (ix) "Game Funds" means all proceeds of wagers, whether or not accepted in violation of this Agreement; (x) "Scheduled Expiration Date" means the last day that this Agreement may be effective, taking into account all possible Renewal Terms; (xi) "Community" means the City of La Vista.

1. **Lease.** You hereby lease to us space within the Premises specified below. That space shall be as indicated on Attachment A or as mutually agreed and shall in any event be sufficient to allow play of the Game and placement of the Equipment in a manner that is convenient for your customers. You agree that we may enter the Premises at any time during your normal business hours for purposes of inspecting or repairing the Equipment, viewing the manner in which the Game is offered, reviewing Game records, conducting Game audits, or exercising our rights under Section 7.
2. **Compliance with Law.** You agree to: (a) obtain and maintain in effect during the term of this Agreement all necessary and applicable licenses, permits, and approvals (including, but not limited to, a federal wagering stamp, a sales outlet location license, and any necessary licenses for your staff); and (b) comply with all "Regulatory Requirements" which include, but are not limited to, all applicable laws, regulations, ordinances, resolutions, rules and rulings promulgated by any federal, state or local government or any court, agency, instrumentality or official, and specifically including, but not limited to, the lottery operator agreement or similar agreement between us and the Community, and related rules, agreements, memoranda of understanding, resolutions and actions, and the Nebraska County and City Lottery Act and regulations promulgated pursuant thereto, all as now existing or hereafter amended, adopted or replaced, and whether applicable to conducting the Game at the Premises, the operation of your business or otherwise.
3. **Rent.** We will pay you rent equal to 4% of Handle. We will pay rent at least twice each month on settlement dates we choose. We may withhold or offset rent against any amounts you owe us or our affiliates under this Agreement or otherwise. If there is a change in Regulatory Requirements or other change in circumstances that we consider to be adverse, we may decrease the amount of rent due hereunder upon 45 days' prior written notice to you.
4. **Staffing.** You agree to supervise and be responsible for the staffing necessary at the Premises for customers to play the Game, and to require your staff to comply with all Game Rules and Regulatory Requirements. Staff members who have not been trained or approved by us or who have not been appropriately licensed shall not be permitted to have any duties with respect to the Game.
5. **Your Obligations.** You agree to comply with and perform all of your obligations under the Game Rules and this Agreement. You agree to: (a) maintain (or reimburse us for) electrical power and phone lines (or other communications services designated by us); (b) operate your business and the Premises in a clean, safe, orderly, lawful and respectable manner and condition, with no adverse changes as compared to when you became a sales outlet location for the Game; (c) maintain current, complete and accurate records pertaining to your business and transactions related to the Game and give us and relevant government officials access thereto promptly on request; (d) maintain commercially reasonable insurance (including, at least, public liability insurance) naming us as an additional insured and provide us with certificates evidencing the same on request; (e) pay all applicable taxes pertaining to conduct of the Game at the Premises (including, but not limited to, federal, state and local excise and occupational taxes); (f) use your best efforts to detect and prevent cheating with respect to the Game and tampering with the Equipment and Supplies and immediately report the same or your reasonable suspicions related thereto to us; and (g) maintain the confidentiality of all materials and information that we provide to you and return the same to us upon termination of this Agreement. You represent and agree that you have and will maintain all third party approvals necessary for you to perform under this Agreement. You are to meet all of your obligations under this Agreement at your expense, except as expressly provided in this Agreement.
6. **Our Obligations.** So long as you comply with this Agreement, we agree that you may be a sales outlet location for the Game. We will, at our own expense: (a) maintain any necessary central computer for the Game; (b) provide you with Equipment and Supplies and such construction as we consider to be necessary for the installation of the Game at the Premises; (c) repair (and, if necessary, replace) defective Equipment and insure (or self-insure) the same; (d) train your staff in the operation of the Equipment; and (e) market the Game as we deem necessary (e.g., through on-Premises signs). We do not guarantee that operation of the Game or the Equipment will be uninterrupted or error-free. We will not be considered in default if our performance is prevented due to a cause beyond our control, including, but not limited to, computer and communications failures.
7. **Equipment.** All Equipment remains our property, shall not be considered fixtures and shall be returned to us immediately upon any termination or discontinuation pursuant to Sections 14 or 15. We may add to, remove, or alter all or any of the Equipment at any time. You agree to use due care to safeguard the Equipment and agree to notify us immediately if any of it is lost, stolen, damaged, or destroyed or appears to be malfunctioning. You agree to reimburse us for any losses sustained as a result of your failure to comply with the foregoing or the negligence or intentional misconduct of you or your staff or customers.
8. **Marketing and Protection of Marks.** You agree to prominently display the promotional and informational material we provide regarding the Game. You acknowledge that the name "La Vista Keno", and any other names, marks, slogans and similar materials that we may publish or distribute (the "Marks") are our property, whether or not registered, and you agree not to take any action to impair our ownership or the value thereof, or to bring the same into disrepute. You agree to obtain our prior written approval before you advertise or promote the Game or use the Marks.
9. **Conduct of the Game.** You agree to make the Game available to your customers during your normal business hours. You agree to use reasonable efforts to ensure that persons playing the Game on the Premises are limited to customers physically present on the Premises. Except in the case of tickets written for 21 or more consecutive games, you shall require customers to redeem all winning tickets immediately after the last game to which they relate and before the calling of the next game. You shall redeem all winning tickets in the presence of all customers having purchased tickets at the Premises for the games to which such tickets relate, and you shall not permit customers to purchase tickets, leave the Premises and return later for redemption. In the case of tickets written for 21 or more consecutive games, you may permit delayed redemption in accordance with the Game Rules.
10. **Game Funds.** You shall require all wagers on the Game to be paid in cash (valid U.S. currency) at the time they are made. If you cash checks for customers, you shall do so separately and at your own risk and shall not accept checks in our name. All Game Funds are our sole and exclusive property. You agree to: (a) hold Game Funds in trust for us; (b) keep Game Funds separate from your funds; and (c) prevent any of your creditors or other third parties from seizing or otherwise enforcing any lien, claim or other interest in Game Funds. All Game Funds, less prizes paid by you in accordance with the Game Rules, shall be deposited no later than noon of the first banking day after receipt into a separate bank account that we have approved. If the bank account is other than our account, we are hereby authorized to transfer the balance of that account to our account on a daily basis and you agree to sign a funds transfer agreement to permit the same. We are entitled to immediate payment of any deposit of Game Funds not made when due or for any non-cash wager proceeds that you accept. Interest shall accrue thereon at the lesser of 24% per annum or the highest lawful rate until paid.
11. **Term.** This Agreement shall be effective through the term of our current lottery operator agreement with the Community (which ends September 30, 2023) and shall thereafter be automatically renewed for up to three additional consecutive renewal terms of five years each (each a "Renewal Term") unless we have given you written notice of non-renewal of this Agreement any time before the commencement of the next Renewal Term. Sections 5(c), 5(e), 5(g), 12, 13, and 16 shall survive any termination of this Agreement.

SUBJECT TO TERMS ON REVERSE

12. **Expanded Gambling.** If additional gambling activities are legalized in the future and you wish to offer those activities at the Premises, we agree to use our best efforts to make those activities available to you on mutually agreed terms. If we are unable to do so for any reason within six months after your written request for such legal gambling activities, you may discontinue your obligation to staff the Game in accordance with Section 14. In return for the foregoing and our other obligations herein, and in view of our significant capital investment in reliance hereon, you agree not to permit anyone other than us to offer, supply or install gambling activities (other than paper pickle cards as allowed by the Nebraska Pickle Card Lottery Act on the date this Agreement is signed by us) at the Premises under any circumstances before the Scheduled Expiration Date of this Agreement.

13. **Indemnity.** You agree to indemnify, defend and hold us, the Community, and our and their respective employees and agents, harmless from and against any and all losses, costs, expenses (including reasonable attorneys' fees) and damages arising out of or related to: (a) your breach of this Agreement; or (b) any third party claim based on your, your staff's, or your customers' acts or omissions; or (c) the conduct of your business or the condition of the Premises or any adjoining areas (including parking areas). We will not, however, be entitled to such indemnity if the sole proximate cause of proven damages was our own negligence or willful misconduct.

14. **Your Right to Terminate or Discontinue.** You may terminate this Agreement early if we materially default hereunder, and fail to cure our default within 30 days after receipt of written notice from you, specifying our default to be corrected. You may discontinue your responsibility to staff the Game: (a) if we propose a rent reduction pursuant to Section 3 and you give us written notice that you reject the same within 15 days after your receipt thereof; (b) if you determine, reasonably and in good faith, that continued staffing would be unprofitable; or (c) if we are unable to provide you, under Section 12, with additional gambling activities that you desire. Discontinuation of staffing shall not terminate this Agreement. We may, but are not required to, staff the Game at the Premises if you discontinue staffing. In such event, we may deduct the cost thereof from the rent due. If you discontinue staffing, any recommencement thereof by you will be subject to approval by us and applicable government authorities. Your right to terminate this Agreement or discontinue staffing under this Section is your exclusive remedy for our breach of this Agreement, and is in lieu of any other rights and remedies which you may have at law or equity.

15. **Our Right to Terminate or Discontinue.** We may terminate this Agreement early or discontinue our responsibilities under Section 6 without causing a termination hereof if: (a) you or your staff fail to comply with Section 2 or Section 10 in any respect, or your license to act as a sales outlet location is denied or revoked; (b) you otherwise materially default hereunder, and fail to cure the same within 30 days after receipt of written notice from us; (c) you discontinue staffing for any reason; (d) a material adverse change occurs in your business, financial or other condition, in our good faith determination; (e) there is a change in ownership of your business or you transfer your interest in, or discontinue business at, the Premises; (f) you have less than \$700 in Handle per week on average during any calendar quarter; or (g) we determine in good faith that a change in Regulatory Requirements will make continuation of our responsibilities hereunder impractical or unprofitable.

16. **Remedies.** If we terminate this Agreement early or exercise our right to discontinue our obligations in accordance with Section 15, we will be entitled to recover our damages, in addition to our other rights and remedies at law and in equity. Our damages are deemed to be no less than the product of: (i) the number of weeks remaining until the Scheduled Expiration Date; multiplied by (ii) eight percent (8%) of your average weekly Handle (averaged for the period beginning with commencement of the Game at the Premises and ending 12 months before the event giving rise to such termination or discontinuance; if the Game at the Premises continued for less than 15 months, we will use the average for the first half of such period). We will not, however, be entitled to damages if our termination or discontinuance was based solely on: (A) Section 15(f); or (B) Section 15(c) or 15(e) provided that you otherwise continue to comply with the terms of this Agreement until the Scheduled Expiration Date (including, but not limited to, your obligation not to permit additional gambling activities under Section 12, even in circumstances where we are unable to provide you with the additional gambling activities that you desire). You further agree that we shall be entitled to specific performance and/or injunctive relief to enforce the terms hereof, including, but not limited to, injunctive relief against third parties with respect to violations pertaining to Section 12. As security for your performance of Section 12 and payment of our damages occasioned thereby, you hereby grant us a security interest in and assign to us any rents or other payments due under any lease or other agreement and any other revenues to which you may be entitled with respect to other gambling activities on the Premises and you also hereby grant us a power of attorney to sign and file on your behalf any financing statement or other document related to such security interest.

17. **Miscellaneous.** This Agreement: (a) is a continuation of any prior existing lease we may have with regard to the Premises; (b) supersedes the terms of any and all such leases and is the exclusive statement of the agreement of the parties with respect to the subject matter hereof; (c) may not be amended except in writing executed by the parties; and (d) shall be interpreted and enforced in accordance with the laws of Nebraska. This Agreement binds the undersigned Satellite, the individual signing this Agreement, the Premises, any successor-in-interest to the business of the undersigned Satellite, and any new location to which your business is moved or expanded, through the Scheduled Expiration Date, unless terminated earlier as provided herein, and the provisions of this Agreement which survive termination continue to bind such persons and locations after termination. If any provision of this Agreement shall be unenforceable, the remaining provisions shall remain in effect. No waiver hereunder (whether by course of conduct or otherwise) shall be effective unless in writing and no waiver shall be considered a waiver of any other or further default. Our nonenforcement or waiver of any provision under any similar agreement(s) shall not be deemed a waiver of any provision under this Agreement. The parties intend their relationship under this Agreement to be that of independent contractors and not employees, agents, joint venturers, or partners; neither party shall have the power or authority to bind the other. Notices hereunder shall be given in writing by personal delivery or certified mail, addressed to the parties at the addresses set forth herein and shall be deemed given upon receipt.

Satellite Name: <u>Playmakers Entertainment LLC</u> <u>Playmakers Pizzeria & Sports Grill</u> Premises Address: <u>12744 Westport Pkwy, Suite 111A</u> <u>La Vista, NE 68124</u> (Premises legal description attached as Attachment A)	I have read and understand this Agreement (Front and Back) and am signing on behalf of myself and the Satellite named herein. By: <u>[Signature]</u> Print Name: <u>Michael P Boyel</u> Title: <u>President</u>
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State of Nebraska, Co. of <u>Sarpy</u> ss. This instrument was acknowledged before me on <u>4-27-18</u> by <u>Michael P. Boyel</u> the <u>President</u> of <u>Playmakers Entertainment LLC dba Playmakers Pizzeria & Sports Grill</u> a <u>Nebraska LLC</u> on behalf of the <u>LLC</u>	Accepted: <u>LVK Holdings LLC</u> By: <u>[Signature]</u> Officer of LVK Holdings LLC Print Name: <u>Todd Ryan</u> Dated: <u>4-30-18</u>
<u>[Signature]</u> Notary	

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SUBJECT TO TERMS ON REVERSE



**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 2, 2018 AGENDA**

Subject:	Type:	Submitted By:
REPLACE WALK-IN DOORS - PUBLIC WORKS AND PARKS FACILITIES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared to accept the quote submitted by Nebraska/Iowa Door Services 4905 S. 66th Plaza, Omaha, NE for replacement of walk-in doors at the Public Works and Parks Facilities in an amount not to exceed \$22,000.00.

FISCAL IMPACT

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

RECOMMENDATION

Approval

BACKGROUND

The walk-in doors at the Public Works facility are original to the building and in need of significant repairs. The walk-in doors at the Parks Facility swing open in the wrong direction and the lower jams and kick plates are rotted out. It is more cost effective to just replace the doors at both facilities compared to the time and associated costs to do all of the repairs.

The not to exceed price is higher than the quoted price due to significant fluctuation in steel prices, and the potential for those to be higher when the door order is placed.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACCEPT THE QUOTE FOR THE REPLACEMENT OF WALK-IN DOORS AT THE PUBLIC WORKS AND PARKS FACILITIES FROM NEBRASKA/IOWA DOOR SERVICES, OMAHA NEBRASKA IN AN AMOUNT NOT TO EXCEED \$22,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the replacement of walk-in doors at the Public Works and Parks facilities is necessary; and

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

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the city administrator secure Council approval prior to authorizing any 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 accept the quote for the replacement of walk-in doors at the Public Works and Parks facilities from Nebraska/Iowa Door Services, Omaha, Nebraska in an amount not to exceed \$22,000.00.

PASSED AND APPROVED THIS 2ND DAY OF JULY, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Quote

Johnson Hardware Co., LLC
 1201 Pacific St
 Omaha, NE 68108
 (402) 444-1650

Per Mike Latoza
date wrong @ top
These are current bids for June 2018

Order Number: 0749335
 Order Date: 5/1/2017

Salesperson: 0020
 Customer Number: 03-CIT40

Sold To:
 CITY OF LA VISTA
 8116 PARK VIEW BLVD
 LA VISTA, NE 681282198
 Confirm To:

Ship To:
 CITY OF LA VISTA
 8116 PARK VIEW BLVD
 LA VISTA, NE 681282198

Customer P.O.	Ship VIA	F.O.B.	Terms				
9900 PORTAL DR			NET 30				
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount	
S 5343070LH4FW	EACH	7.00	0.00	0.00	185.0000	1,295.00	
F16 534 3070LH ASA/C4" HDFW G			Whse: 000				
S S091	EACH	7.00	0.00	0.00	450.0000	3,150.00	
L18 4 3070 F L 161C POLY GALV			Whse: 000				
S 9635	EACH	7.00	0.00	0.00	10.0000	70.00	
30 DOOR TOP CAPS (6 PKG)			Whse: 000				
PBB 81NRP26D	EACH	21.00	0.00	0.00	10.0000	210.00	
BB81 4.5 X 4.5 26D NRP			Whse: 000				
K2 QCL250PN6	EACH	7.00	0.00	0.00	100.0000	700.00	
QCL250 PNN (E) 626 234 478S SC			Whse: 000				
KEYED ALIKE, NON RESTRICTED KEYWAY							
NGP 160U36	SET	7.00	0.00	0.00	40.0000	280.00	
160U 36 X 84 WEATHERSTRIP 17'			Whse: 000				
NGP 425-36	EACH	7.00	0.00	0.00	20.0000	140.00	
425-36" ALUM THRESHOLDS			Whse: 000				
NGP D608A36	EACH	7.00	0.00	0.00	15.0000	105.00	
D608A 36" BRUSH SWEEP CLEAR			Whse: 000				
K2 QDC111A	EACH	7.00	0.00	0.00	150.0000	1,050.00	
QDC111 689 DOOR CLOSER			Whse: 000				
LG 110Z	EACH	7.00	0.00	0.00	10.0000	70.00	
110Z 3x11 LATCH GARD W/STUD ZN			Whse: 000				
S	EACH	1.00	0.00	0.00	225.0000	225.00	
F16 4 5 3/4 LH ASA/C4" G			Whse: 000				
*SP000124535	EACH	1.00	0.00	0.00	550.0000	550.00	
L18 4 40 70 LH 61L C TC G							
PBB 81NRP26D	EACH	3.00	0.00	0.00	10.0000	30.00	
BB81 4.5 X 4.5 26D NRP			Whse: 000				
K2 QCL250PN6	EACH	1.00	0.00	0.00	100.0000	100.00	
QCL250 PNN (E) 626 234 478S SC			Whse: 000				
NGP 160U48	SET	1.00	0.00	0.00	45.0000	45.00	
160U 48 X 84 WEATHERSTRIP 18'			Whse: 000				

Continued

Quote

Johnson Hardware Co., LLC
 1201 Pacific St
 Omaha, NE 68108
 (402) 444-1650

Order Number: 0749335
 Order Date: 5/1/2017

Salesperson: 0020
 Customer Number: 03-CIT40

Sold To:
 CITY OF LA VISTA
 8116 PARK VIEW BLVD
 LA VISTA, NE 681282198
Confirm To:

Ship To:
 CITY OF LA VISTA
 8116 PARK VIEW BLVD
 LA VISTA, NE 681282198

Customer P.O.	Ship VIA	F.O.B.	Terms			
9900 PORTAL DR			NET 30			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
NGP 425-48	EACH	1.00	0.00	0.00	25.0000	25.00
425-48" ALUM THRESHOLDS			Whse: 000			
NGP D608A48	EACH	1.00	0.00	0.00	15.0000	15.00
D608A 48" BRUSH SWEEP CLEAR			Whse: 000			
K2 QDC111A	EACH	1.00	0.00	0.00	150.0000	150.00
QDC111 689 DOOR CLOSER			Whse: 000			
LG 110Z	EACH	1.00	0.00	0.00	10.0000	10.00
110Z 3x11 LATCH GARD W/STUD ZN			Whse: 000			
#####						
VC 10	EACH	25.00	0.00	0.00	7.0000	175.00
1/10 VULKEM LIMESTONE			Whse: 000			
*SP000124536	EACH	1.00	0.00	0.00	6,500.0000	6,500.00
REMOVE & REPLACE, HAUL AWAY						

Net Order:	14,895.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total	14,895.00

Quote

Johnson Hardware Co., LLC
 1201 Pacific St
 Omaha, NE 68108
 (402) 444-1650

Order Number: 0749340

Order Date: 5/1/2017

Salesperson: 0020

Customer Number: 03-CIT40

Sold To:
 CITY OF LA VISTA
 8116 PARK VIEW BLVD
 LA VISTA, NE 681282198
Confirm To:

Ship To:
 CITY OF LA VISTA
 8116 PARK VIEW BLVD
 LA VISTA, NE 681282198

Customer P.O.
 9810 HUPP DR

Ship VIA

F.O.B.

Terms
 NET 30

Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
*SP000124537	EACH	1.00	0.00	0.00	200.0000	200.00
F 16 4 714 30 68 LH ASA DB C						
*SP000124539	EACH	2.00	0.00	0.00	200.0000	400.00
F 16 4 412 30 68 LH ASA DB C						
*SP000124540	EACH	3.00	0.00	0.00	450.0000	1,350.00
L 18 4 30 68 F 161 X 2 G TC						
PBB 81NRP26D	EACH	9.00	0.00	0.00	10.0000	90.00
BB81 4.5 X 4.5 26D NRP						
K2 QCL250PN6	EACH	3.00	Whse: 000	0.00	100.0000	300.00
QCL250 PNN (E) 626 234 478S SC						
K2 QDB280SC6	EACH	3.00	Whse: 000	0.00	45.0000	135.00
QDB280 626 234BS DBS SC6 KD DB						
NON RESTRICTED KEYWAY ENTRY LOCKS AND DEADBOLT						
NGP 160U36	SET	3.00	0.00	0.00	45.0000	135.00
160U 36 X 84 WEATHERSTRIP 17'						
NGP 425-36	EACH	3.00	Whse: 000	0.00	20.0000	60.00
425-36" ALUM THRESHOLDS						
NGP D608A36	EACH	3.00	Whse: 000	0.00	15.0000	45.00
D608A 36" BRUSH SWEEP CLEAR						
K2 QDC111A	EACH	3.00	Whse: 000	0.00	150.0000	450.00
QDC111 689 DOOR CLOSER						
*SP000124541	EACH	1.00	Whse: 000	0.00	3,000.0000	3,000.00
REMOVE & REPLACE, HAUL AWAY						

Net Order:	6,165.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total	6,165.00

PROPOSAL
JOB: CITY OF LAVISTA
Nebraska Iowa Door Services, Inc

4905 South 66th Plaza Omaha NE, 68117
Project Manager: Ben J Spanjer
Ph: 402-339-5664 Fax: 402-339-9416
ben@nid.omhcoxmail.com

Hupp Drive ① door

DATE: 2/8/16
TO: CITY OF LAVISTA

Kickplate

NEBRASKA IOWA DOOR TO PROVIDE THE FOLLOWING MATERIAL:

- 1-3068 HOLLOW METAL FRAME 16GA. WELDED
- 1-3068 HOLLOW METAL DOOR 18 GA. INSULATED
- 3-HINGES
- 1-LEVER
- 1-DEADBOLT
- 1-CLOSER
- 1-TH/WS/SWEEP
- LABOR

TOTAL-----\$1292.00 + TAX
40.00 Kickplate

1,332.00 / door x 3
x 3

\$ 3,996.00 for 3 doors @ Hupp Drive

emailed
Ben
6-12-18

TAX NOT INCLUDED

THE ABOVE MATERIALS ARE F.O.B. JOBSITE WITH FREIGHT ALLOWED TO THE NEAREST ACCESSIBLE POINT TO THE JOBSITE. THE ABOVE PRICES DO NOT INCLUDE, INSTALLATION, GLASS, GLAZING, WOOD DOORS, WOOD FRAMES, ALUMINUM DOORS OR FRAMES, SPECIAL DOORS, FIELD SPLICING OF FRAMES TOO LARGE TO BE SHIPPED IN ONE PIECE, OR JOBSITE UNLOADING UNLESS SPECIFICALLY STATED ABOVE. ALL PRICES ARE GOOD FOR 30 DAYS. A 1 ½ % FINANCE CHARGE WILL BE ADDED TO ALL INVOICES OVER 30 DAYS

SIGNED- Ben Spanjer

ACCEPTED: _____

TITLE: Project Manager

TITLE: _____

PROPOSAL
JOB: LAVISTA-PARKS BUILDINGS
Nebraska Iowa Door Services, Inc

4905 South 66th Plaza Omaha NE. 68117
Project Manager: Ben J Spanjer
Ph: 402-339-5664 Fax: 402-339-9416
ben@nid.omhcoxmail.com

DATE: 2/27/18
TO: BRIAN

NEBRASKA IOWA DOOR TO PROVIDE THE FOLLOWING MATERIAL:

Stainless steel opening

1-3070 STAINLESS STEEL FRAME 14 G. GALV 8-3/4 PUNCHED (\$850)
1-3070 STAINLESS STEEL DOOR WITH 12X12 KIT AND 1/4" WIRE GLASS (\$1620)
3-HEAVY WEIGHT STAINLESS HINGES (\$150)
1-YALE MORTISE LOCK, RE USE CYLINDER (\$385)
1-CLOSER WITH STOP ARM (\$150)
1-THRESHOLD (\$30)
1-WEATHER STRIP (\$50)
1-SWEEP(\$18)
1-KICKPLATE (\$40)
LABOR TO TEAR OUT AND INSTALL (\$607)

TOTAL PER OPENING-----\$3,900.00

Fiberglass opening

1-3070 FIBERGLASS FRAME (\$540)
1-3070 FIBERGLASS DOOR WITH 12X12 KIT AND GLASS(\$1366)
3-HEAVY WEIGHT STAINLESS HINGES (\$150)
1-YALE MORTISE LOCK, RE USE CYLINDER (\$385)
1-CLOSER WITH STOP ARM (\$150)
1-THRESHOLD (\$30)
1-WEATHER STRIP (\$50)
1-SWEEP(\$18)
1-KICKPLATE (\$40)
LABOR TO TEAR OUT AND INSTALL (\$607)

TOTAL PER OPENING-----\$3,336.00

TAX NOT INCLUDED

THE ABOVE MATERIALS ARE F.O.B. JOBSITE WITH FREIGHT ALLOWED TO THE NEAREST ACCESSIBLE POINT TO THE JOBSITE. THE ABOVE PRICES DO NOT INCLUDE, INSTALLATION, GLASS, GLAZING, WOOD DOORS, WOOD FRAMES, ALUMINUM DOORS OR FRAMES, SPECIAL DOORS, FIELD SPLICING OF FRAMES TOO LARGE TO BE SHIPPED IN ONE PIECE, OR JOBSITE UNLOADING UNLESS SPECIFICALLY STATED ABOVE. ALL PRICES ARE GOOD FOR 30 DAYS. A 1 1/2 % FINANCE CHARGE WILL BE ADDED TO ALL INVOICES OVER 30 DAYS

SIGNED: Ben Spanjer

ACCEPTED: _____

TITLE: Project Manager

TITLE: _____

PROPOSAL

JOB: LAVISTA-PARKS BUILDINGS

Nebraska Iowa Door Services, Inc

4905 South 66th Plaza Omaha NE. 68117

Project Manager: Ben J Spanjer

Ph: 402-339-5664 Fax: 402-339-9416

ben@nid.omhcoxmail.com

DATE: 2/22/18

TO: BRIAN

NEBRASKA IOWA DOOR TO PROVIDE THE FOLLOWING MATERIAL:

BAY 1, BAY 4, WASH BAY, EXTERIOR WASH BAY, BAY 7, BAY 10, BAY 12

- 1-3070 HOLLOW METAL WEATHER KERF FRAME 14 G. GALV 8-3/4 PUNCHED (\$285)
- 1-LP 16 GALV HOLLOW METAL FLUSH DOOR WITH 12X12 KIT AND 1/4" WIRE GLASS (\$655)
- 3-HEAVY WEIGHT HINGES (\$50)
- 1-YALE MORTISE LOCK, RE USE CYLINDER (\$385)
- 1-CLOSER WITH STOP ARM (\$150)
- 1-THRESHOLD (\$30)
- 1-SWEEP(\$18)
- 1-KICKPLATE (\$40)
- LABOR TO TEAR OUT AND INSTALL (\$607)

TOTAL PER OPENING-----\$2,220.00

TOTAL FOR 7 OPENINGS (\$15,540.00)

ADDITIONAL COSTS:

STAINLESS/FIBERGLASS-PENDING

OPTION TO GROUT FRAMES-----\$250.00 EACH

OPTION TO REMOVE WINDOW KIT--\$125.00 EACH

4-5 WEEK LEAD TIME

DOORS ARE CECO LEGION

FRAMES ARE CECO WITH WEATHER KERF

LEVERS ARE YALE MORTISE LOCKS

CLOSRS ARE YALE CAST IRON 5800

TAX NOT INCLUDED

THE ABOVE MATERIALS ARE F.O.B. JOBSITE WITH FREIGHT ALLOWED TO THE NEAREST ACCESSIBLE POINT TO THE JOBSITE. THE ABOVE PRICES DO NOT INCLUDE, INSTALLATION, GLASS, GLAZING, WOOD DOORS, WOOD FRAMES, ALUMINUM DOORS OR FRAMES, SPECIAL DOORS, FIELD SPLICING OF FRAMES TOO LARGE TO BE SHIPPED IN ONE PIECE, OR JOBSITE UNLOADING UNLESS SPECIFICALLY STATED ABOVE. ALL PRICES ARE GOOD FOR 30 DAYS. A 1 1/2 % FINANCE CHARGE WILL BE ADDED TO ALL INVOICES OVER 30 DAYS

SIGNED- Ben Spanjer

ACCEPTED: _____

TITLE: Project Manager

TITLE: _____

Metal Doors & Hardware Co

6949 so. 107th street

LaVista, NE 68128

Phone 402-592-0260

Fax 402-592-0549

e-mail: brandonc@metaldors.net

Company:	City of La Vista
Fax #	
Attention:	Brian Lukasiewicz
From:	Brandon Clark
Date:	3/15/2018
Number of pages:	1
Subject:	Public Works

We quote:

**6 Hollow Metal Doors
6 Hollow Metal Frames
1 Fiberglass Door and Frame
Hardware
Install Labor**

8 Week lead time
Hollow metal.

Total: \$16,846.00 + Sales Tax

6-4-18 prices still valid on both quotes

Metal Doors & Hardware Co

6949 so. 107th street

LaVista, NE 68128

Phone 402-592-0260

Fax 402-592-0549

e-mail: brandonc@metaldors.net

Company:	City of La Vista
Fax #	
Attention:	Brian Lukasiewicz
From:	Brandon Clark
Date:	3/15/2018
Number of pages:	1
Subject:	Hupp Dr.

We quote:

3 Hollow Metal Doors

3 Hollow Metal Frames

Hardware

Install Labor

Total: \$8,055.00 + Sales Tax

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 2, 2018 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZATION — COMMUNITY INTEREST SURVEY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	TOMMY PROUHET ASST. TO THE CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared to authorize ETC Institute of Olathe, Kansas to administer, analyze and report results from a Community Interest and Opinion Survey in an amount not to exceed \$ \$16,520.

FISCAL IMPACT

The FY18 budget provides funding for this proposed purchase.

RECOMMENDATION

Approval.

BACKGROUND

In *Strategic Plan 2018-2020*, the Mayor and City Council identified the need to “support and improve the City’s unique, high-quality community events and cultural services for residents and visitors” and “improve the availability and effectiveness of recreational, athletic, educational, and park services.” In order to effectively target improvements to service quality and availability, as well as ensure the adequacy of facilities, a comprehensive analysis of citizens’ needs and preferences is warranted. As such, staff recommends the deployment of a Community Interest and Opinion Survey that will analyze the demand for services in the realm of recreation, library, and leisure activities. The resulting report will provide robust statistical analysis, allowing needs to be isolated by demographic, including age and location.

In researching planning initiatives to improve programming and facilities in these service areas, it was found that many peer communities achieved success by first gauging the community’s opinions through a formal survey. Specifically, the Community Interest and Opinion Survey, administered by ETC Institute, is widely used by cities and counties across the country. ETC has conducted community surveys in 49 states, with a specific focus on the Midwest region.

A copy of the proposed scope of services is attached for your review. The survey will conclude with an on-site presentation of findings by ETC Institute.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING ETC INSTITUTE, OLATHE, KANSAS TO ADMINISTER, ANALYZE AND REPORT RESULTS FROM A COMMUNITY INTEREST AND OPINION SURVEY IN AN AMOUNT NOT TO EXCEED \$16,520.

WHEREAS, the Mayor and City Council have identified the need to support and improve the City's unique, high-quality community events and cultural services for residents and visitors; and improve the availability and effectiveness of recreational, athletic, educational, and park services; and

WHEREAS, the City Council of the City of La Vista has also determined, in order to effectively target improvements to service, quality and availability, as well as ensure the adequacy of facilities, a comprehensive analysis of citizens; needs and preferences is warranted.

WHEREAS, the FY17/18 Biennial Budget provides funding for a community survey; and;

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize ETC Institute, Olathe, Kansas to administer, analyze and report results from a community interest and opinion survey in an amount not to exceed \$16,520.

PASSED AND APPROVED THIS 2ND DAY OF JULY, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



ETC INSTITUTE

MARKETING RESEARCH, DEMOGRAPHY, STATISTICAL APPLICATIONS

725 W. FRONTIER CIRCLE, OLATHE, KANSAS 66061
(913) 829-1215 FAX: (913) 829-1591

June 24, 2018

Tom Prouhet
City of La Vista
8116 Park View Blvd
La Vista, NE 68128
(402) 331-4343
tprounet@cityoflavista.org

Subject: Proposal to Conduct a Community Survey for the City of La Vista

Dear Mr. Prouhet:

ETC Institute is pleased to submit a quote to conduct a community survey for the City of La Vista, Nebraska. If selected for this project, ETC Institute will provide the following services:

Task 1: Design the Survey and Prepare the Sampling Plan. Task 1 will include the following services:

- Working with City staff to develop the content of the survey. Although ETC Institute will tailor the survey to the City's needs, our firm will provide sample questions from other communities to make the development of the survey instrument as easy as possible. It is anticipated that 3-4 drafts of the survey will be prepared before the survey is approved by the City.
- Participating in meetings by phone to develop the survey.
- Conducting a pilot test of the survey to ensure the questions are understood by residents. Based on the results of the pilot test, ETC Institute will recommend changes (if needed) to the survey.
- Selecting a random sample of residents to be contacted for the survey. The sample will be address-based.

Deliverable Task 1. ETC Institute will provide a copy of approved survey instrument.

Task 2: Administer the Survey. Task 2 will include the following services:

- ETC Institute will administer the survey by a combination of mail, Internet and phone.
- ETC Institute will mail the survey and a cover letter (on City letterhead) to a random sample of households in the City. Only one survey per household will be sent. Postage-paid envelopes will be provided by ETC Institute for each respondent. The City will provide a cover letter for the mailed survey. The cover letter will contain a link to an online version of the survey. Residents who receive the survey will have the option of returning the printed survey by mail or completing it on-line.
- Approximately 7-10 days after the surveys are mailed, ETC Institute will follow-up via e-mail and/or phone with households that received a mailed survey. ETC Institute will continue following up with households until reaching a minimum of 400 completed surveys. A sample of 400 completed surveys will provide results that have a margin of error of +/-4.9% at the 95% level of confidence at the City level. The results would be statistically valid City-wide. In addition, statistically valid analysis of the data could be provided for 3-4 sub areas within the City.
- ETC Institute will monitor the distribution of the sample to ensure that the sample reasonably reflects the demographic composition of the City with regard to age, geographic dispersion, gender, race/ethnicity and other factors.

Deliverable Task 2. ETC Institute will provide a copy of the overall results for each question on the survey.

Task 3: Analysis and Final Report. ETC Institute will submit a final report to the City. At a minimum, this report will include the following items:

- Formal report that includes an executive summary of the survey methodology and a description of major findings.
- Charts and graphs that show the overall results of each question on the survey.
- Benchmarking analysis showing how the City compares to residents in other communities.
- Priorities-Investment Rating analysis that will identify the facilities and programs that should receive the highest priority for investment from the City.
- Cross-tabulations that show the results for different demographic groups and other variables as desired by the City
- Tabular data that shows the results for each question on the survey, including open ended questions.

- A copy of the survey instrument

Deliverable Task 3: ETC Institute will submit the draft final report in an electronic format and 5 hard copies of the final report. ETC Institute will also provide the geocoded the raw data in an Excel database, or other format as requested by the City.

Project Schedule

Listed below is ETC Institute’s typical timeline for administering a community survey. Since the surveys will be administered entirely in-house, the completion date for the project is completely within our control. If desired, we can meet a more ambitious timeline and are available to start at a date most convenient for the City.

- ***Month 1***
Design survey instrument
Finalize sampling plan
- ***Month 2***
Administer the survey
- ***Month 3***
Draft Report Submitted for review
Prepare and Deliver the Final Report

Fee

The table below shows a breakdown of the fees for the services described in this proposal. The total cost for a sample size of 400 surveys would be \$16,520.

Task	400 Surveys
Design Survey & Prepare Sampling Plan	\$ 3,000.00
Administration of a 15-20 minute survey	\$ 9,520.00
Formal Report with summary and charts	Included
Benchmarking Analysis	Included
Priority Investment Rating Analysis	\$ 1,500.00
Cross-Tabular Data	\$ 1,500.00
On-Site Presentation of Survey Results	\$ 1,000.00
TOTAL	\$ 16,520.00

Greg Emas, CFO
ETC Institute

Date

Brenda Gunn, City Administrator
City of La Vista

Date

ETC Institute takes reasonable steps to protect survey response data and personal data regarding respondents. Survey Owner has received and reviewed a current copy of the ETC Institute Privacy Policy and understands and acknowledges its terms.