

LA VISTA CITY COUNCIL MEETING AGENDA

May 4, 2021

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**
- **Proclamations**
 - Public Service Recognition Week
 - Peace Officers' Memorial Day
- **Life Saving Award: Kraig Gomon**
- **Service Award: Jeff Thornburg – 20 Years**
- **Appointments**
 - Citizen Advisory Review Committee – Fill Vacancy; Shee Covarrubias – 5 year term

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

A. CONSENT AGENDA

1. **Approval of the Agenda as Presented**
2. **Approval of the Minutes of the April 20, 2021 City Council Meeting**
3. **Request for Payment – City of Omaha – Professional Services – 108th & Harrison Wavetronix – \$8,138.72**
4. **Request for Payment – Olsson, Inc – Professional Services – City Centre – \$2,162.25**
5. **Request for Payment – Commercial Seeding Contractors – Professional Services – 84th Street Redevelopment – \$3,597.00**
6. **Request for Payment – Alfred Benesch & Company – Professional Services – 96th & 108th St Pavement Rehabilitation – \$14,991.86**
7. **Request for Payment – Felsburg, Holt & Ullevig – Professional Services – 114th & Giles Intersection Improvements – \$262.50**
8. **Request for Payment – RDG Planning & Design – Professional Services – Placemaking & LA Services – \$7,478.56**
9. **Request for Payment – Swain Construction – Professional Services – 96th & 108th St Pavement Rehabilitation – \$390,983.36**
10. **Approval of Claims**

- **Reports from City Administrator and Department Heads**

B. Regulation Requiring Face Coverings in the City

1. **Discussion**
2. **Possible Action – Ordinance to extend**

C. Resolution – Contract Renewal – Eastern Nebraska Office of Aging

D. Resolution – Approve Professional Services Agreement – Olsson Inc. – Redevelopment Area (Chili's Building) (Action on this item will be taken by the La Vista Community Development Agency)

E. Resolution – Authorize Purchase – Rotary Lifts

- **Comments from the Floor**
- **Comments from Mayor and Council**
- **Central Park East/West – City Council Visit**
- **Adjournment**

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



PROCLAMATION
PUBLIC SERVICE RECOGNITION WEEK

WHEREAS: Americans are served every day by public servants at the federal, state, county and city levels. These unsung heroes do the work that keeps our nation working. Their tireless efforts are especially critical today during the COVID-19 pandemic;

WHEREAS: Public servants include accountants, administrative professionals, engineers, firefighters, health care professionals, laborers, librarians, planners, police officers, safety inspectors, recreation staff, teachers and countless other occupations; and

WHEREAS: Public employees ensure continuity of service delivery when new elected officials are elected and leaders are appointed; and

WHEREAS: The employees of the City of La Vista provide the high-quality services expected by the residents of La Vista with accountability, efficiency and integrity; and

NOW, THEREFORE I, Douglas Kindig, Mayor of the City of La Vista, do hereby declare May 2 through 8, 2021 as **PUBLIC SERVICE RECOGNITION WEEK** in the City of La Vista. All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels - federal, state, county and city.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 4th day of May, 2021.



Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



PROCLAMATION
PEACE OFFICERS' MEMORIAL DAY

WHEREAS, in 1962, President Kennedy proclaimed May 15th as Peace Officers' Memorial Day; and

WHEREAS, the members of the La Vista Police Department play an essential role in safeguarding the rights and freedoms of La Vista; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency; and

WHEREAS, members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the vulnerable against oppression; and

WHEREAS, the men and women of the La Vista Police Department unceasingly provide a vital public service; and

WHEREAS, it is fitting and proper that we express our gratitude for the dedicated service and courageous deeds of law enforcement officers.

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, call upon all citizens of La Vista and upon all patriotic, civic, and educational organizations to observe May 15, 2021 as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their service have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 4th day of May, 2021.



Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

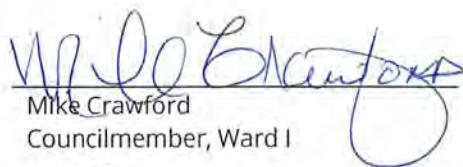
A CERTIFICATE OF APPRECIATION PRESENTED TO JEFFREY THORNBURG OF THE LA VISTA PUBLIC WORKS DEPARTMENT, FOR 20 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

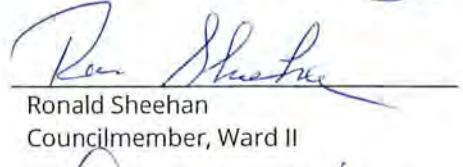
WHEREAS, Jeffrey Thornburg has served the City of La Vista since April 30, 2001; and

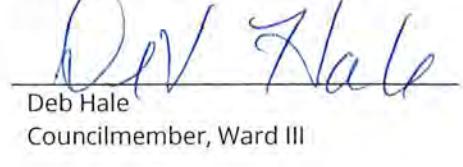
WHEREAS, Jeffrey Thornburg input and contributions to the City of La Vista have contributed to the success of the City;

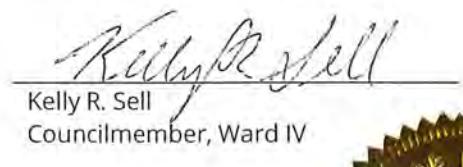
NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to Jeffrey Thornburg on behalf of the City of La Vista for 20 years of service to the City.

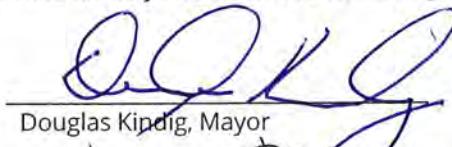
DATED THIS 4TH DAY OF MAY 2021.

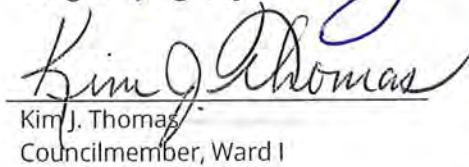

Mike Crawford
Councilmember, Ward I

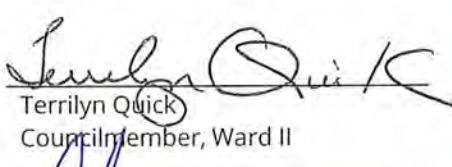

Ronald Sheehan
Councilmember, Ward II

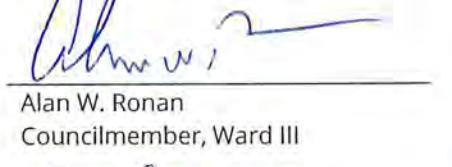

Deb Hale
Councilmember, Ward III

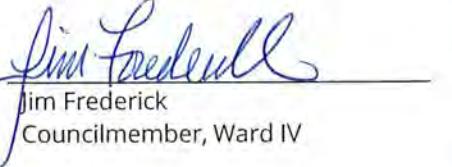

Kelly R. Sell
Councilmember, Ward IV


Douglas Kipdig, Mayor


Kim J. Thomas
Councilmember, Ward I


Terrilyn Quick
Councilmember, Ward II


Alan W. Ronan
Councilmember, Ward III


Jim Frederick
Councilmember, Ward IV

ATTEST:


Pamela A. Bueche, CMC
City Clerk



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MINUTE RECORD

A-2

No. 729 — REDFIELD & COMPANY, INC. OMAHA E1310556 LD

LA VISTA CITY COUNCIL MEETING April 20, 2021

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on April 20, 2021. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Chief of Police Lausten, City Clerk Buethe, Director of Public Works Soucie, Director of Administrative Services Pokorny, Library Director Barcal, Finance Director Miserez, Recreation Director Stopak, City Engineer Pat Dowse, and Community Development Director Fountain.

A notice of the meeting was given in advance thereof by publication in the Times on April 7, 2021. 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.

Mayor Kindig proclaimed April 22, 2021 as Earth Day and presented the proclamation to Maddlynn Vasquez, Board Member of Green Bellevue.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE APRIL 6, 2021 CITY COUNCIL
MEETING
3. MONTHLY FINANCIAL REPORT – FEBRUARY 2021
4. REQUEST FOR PAYMENT – HUNDEN STRATEGIC PARTNERS –
PROFESSIONAL SERVICES – \$10,000.00
5. RESOLUTION – APPOINTMENT OF SAFETY STEERING COMMITTEE
MEMBERS
6. APPROVAL OF CLAIMS

1-800 RADIATOR, maint.	850.00
A TO Z DATABASES, services	933.00
AA WHEEL & TRUCK SUPPLY, maint.	198.36
ACTION BATTERIES, maint.	68.04
ALFRED BENESCH & CO, services	5,560.16
AMAZON, supplies	793.92
A-RELIEF, services	302.00
BEAUMONT, MITCH, refund	63.51
BISHOP BUSINESS EQUIPMENT, services	96.00
CENTER POINT INC, books	364.32
CINTAS CORP, services	430.71
CITY OF PAPILLION, services	208,707.00
CORNHUSKER INTL TRUCKS, maint.	57.36
COX COMMUNICATIONS, services	380.55
CULLIGAN OF OMAHA, services	19.00
D & K PRODUCTS, bld&grnds	1,610.68
DATASHIELD CORP, services	307.52
DELL MARKETING, services	3,998.45
DEMCO INC, supplies	154.38
DH WIRELESS SOLUTIONS, services	2,176.29
DIAMOND BLADE DISTRIBUTORS, maint.	598.95
ED ROEHR SAFETY PRODUCTS, maint.	882.92
EDGEWEAR SCREEN PRINTING, services	968.10
ENCYCLOPEDIA BRITANNICA INC, services	875.00
FASTENAL CO, maint.	22.40
FBG SERVICE CORP, bld&grnds	5,965.00

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FEDEX, services	133.43
FELSBURG HOLT & ULLEVIG INC, services	5,457.50
FERGUSON ENTERPRISES, services	297.78
FINDAWAY WORLD LLC, services	1,376.89
FIRST WIRELESS INC, services	560.00
FITZGERALD SCHORR BARMETTLER, services	81,436.00
GENERAL FIRE & SAFETY EQUIP, bld&grnds	135.00
GENUINE PARTS CO, maint.	1,020.73
GRAINGER, supplies	13.86
GRAYBAR ELECTRIC CO, services	1,148.74
GREAT PLAINS UNIFORMS, services	157.48
HARM'S CONCRETE INC, services	172.50
HARTS AUTO SUPPLY, maint.	657.00
HEARTLAND TIRES, maint.	306.90
HERITAGE CRYSTAL CLEAN, maint.	951.90
HERO & PRINCESS PARTIES, services	1,850.00
HONEYMAN RENT-ALL, services	62.13
INDUSTRIAL SALES CO, maint.	256.52
INGRAM LIBRARY SERVICES, books	2,083.70
JIM SCHMIDT, refund	266.00
KANOPI INC, services	97.00
KEYMASTERS LOCKSMITH, services	220.00
KRIHA FLUID POWER CO, maint.	139.31
KUSTOM SIGNALS INC, maint.	3,139.50
LARSEN SUPPLY CO, supplies	696.50
LOU'S SPORTING GOODS, supplies	481.82
LOVELAND GRASS PAD, services	7.98
LOWE'S, supplies	73.24
MARTIN ASPHALT, supplies	488.40
MARTIN MARIETTA MATERIALS, supplies	46.50
MENARDS-RALSTON, bld&grnds	1,865.67
METRO AREA TRANSIT, services	838.00
METRO LANDSCAPE MATERIALS, services	980.00
METRO COMM COLLEGE, services	11,895.52
MIDLANDS LIGHTING & ELECTRIC, supplies	468.82
MIDWEST FIREWORKS, services	15,000.00
MSC INDUSTRIAL CO, supplies	351.38
NE DEPT OF TRANSPORTATION, supplies	33.96
NMC EXCHANGE LLC, services	29,490.00
OCLC INC, media	161.21
OFFICE DEPOT INC, supplies	617.55
OMAHA DOOR & WINDOW CO, services	313.14
OMNI ENGINEERING, services	800.10
ONE CALL CONCEPTS INC, services	357.23
PAK-RITE, supplies	288.84
PAPILLION SANITATION, services	1,269.32
PER MAR SECURITY, services	1,069.56
RAKA, maint.	1,587.19
RDG PLANNING & DESIGN, services	5,054.25
READY MIXED CONCRETE CO, services	294.80
RED WING, apparel	150.00
RUFFNER, JAMES, refund	35.00
SAPP BROS INC, supplies	742.50
SARPY REGISTER OF DEEDS, services	34.00
SARPY DOUGLAS LAW ACADEMY, services	3,000.00
SECRETARY OF STATE, services	20.00
SECURITY EQUIPMENT INC, services	202.25
SHI INTERNATIONAL CORP, services	788.70
SIGN IT, supplies	651.50
SIRCHIE ACQUISITION CO, supplies	529.31

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SOUTHEAST AREA CLERK'S ASSOC, services	30.00
SOUTHERN UNIFORM, apparel	1,018.24
SOUTHERNCARLSON INC, maint.	13.28
THE CHILD'S WORLD INC, books	781.10
THOMPSON DREESSEN & DORNER, services	3,300.00
TRADE WELL PALLET INC, supplies	900.00
TRANS UNION RISK, services	75.00
U.S. CELLULAR, phones	1,821.21
UNITE PRIVATE NETWORKS LLC, services	4,400.00
UNITED PARCEL, services	23.24
UNITED SEEDS INC, supplies	105.00
VERIZON CONNECT NWF, phones	631.41
VERIZON WIRELESS, phones	385.35
WALMART, supplies	371.77
WESTLAKE HARDWARE, supplies	882.77
WOODHOUSE FORD-BLAIR, maint.	310.27

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Recreation Director Stopak reported on the Arbor Day activities, trees for the Memorial Tree Program, Senior Center activities, sport activities and the donation of a tree to Papillion for the 150th Anniversary.

Director of Public Works Soucie reported on the 108th Street update and Clean up days April 19th – April 25th, 2021.

B. FIREWORKS PERMITS

1. RESOLUTION – ESTABLISH NUMBER OF PERMITS

Councilmember Sell introduced and moved for the adoption of Resolution No. 20-036 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ESTABLISHING THE MAXIMUM NUMBER OF FIREWORKS STANDS TO BE PERMITTED IN THE CITY OF LA VISTA FOR CALENDAR YEAR 2021.

WHEREAS, Section 111.17 and Section 111.18 of the Municipal Code establish criteria that must be met for the issuance of fireworks stand permits, and

WHEREAS, Section 111.17 (A) of the Municipal Code states in part that, "Each year the City Council shall, by resolution, establish the maximum number of permits to be issued."

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that the maximum number of fireworks stand permits to be issued in calendar year 2021 shall not exceed seven (7).

BE IT FURTHER RESOLVED, that per Section 111.17 (C) (10) of the Municipal Code, permit holders shall provide the City of La Vista with a certificate of insurance for their fireworks stand in the type and amount outlined.

BE IT FURTHER RESOLVED, that the written statement of income and expenses, which is required by Section 111.17 (C) (3) of the Municipal Code, be detailed and provide the City with a breakdown of specific expenditures related to the fireworks operation, income from the sale of fireworks, net profit, and specific community betterment expenditures.

BE IT FURTHER RESOLVED, that the issuance of a fireworks permit is conditional upon compliance with the Municipal Code, the Zoning Ordinance, and any other applicable regulations.

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

2. RESOLUTION – ISSUANCE OF PERMITS

Councilmember Crawford introduced and moved for the adoption of Resolution No. 20-037 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE FIREWORKS STAND PERMIT APPLICATIONS OF BEAUTIFUL SAVIOR LUTHERAN CHURCH, CORNERSTONE CHURCH, LA VISTA COMMUNITY FOUNDATION, LA VISTA YOUTH COMMUNITY BETTERMENT, LA VISTA YOUTH BASEBALL ASSOCIATION, PAPILLION LA VISTA SPIRIT FOOTBALL, AND PAPILLION LA VISTA YOUTH ATHLETIC ASSOCIATION.

WHEREAS, the City of La Vista requires City approval of the sale of fireworks within the City limits; and

WHEREAS, the guidelines for application and sale of fireworks in La Vista are specified in the La Vista Municipal Code, Section 111.17 and Section 111.18; and

WHEREAS, seven (7) non-profit organizations have applied for permission to sell fireworks in the City of La Vista in conformance with the Municipal Code, the Zoning Ordinance and any other applicable regulations; and

WHEREAS, City staff has reviewed all applications received in 2021 for the purpose of determining which applications were compliant with the Municipal Code, the Zoning Ordinance or any other applicable regulations;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby conditionally grant a permit to: Beautiful Savior Lutheran Church, Cornerstone Church, La Vista Community Foundation, La Vista Youth Community Betterment, La Vista Youth Baseball Association, Papillion La Vista Spirit Football, and Papillion La Vista Youth Athletic Association to sell fireworks within the City of La Vista for the 2021 calendar year subject to receipt of all appropriate application materials and compliance with recommendations made by the Chief Building Official regarding their site plan; compliance with the Municipal Code, the Zoning Ordinance and any other applicable regulations; and attendance by an official of the nonprofit organization which applied for the permit and a representative for their fireworks supplies at a meeting with City staff (date and time to be established).

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

C. RESOLUTION – AUTHORIZE AND APPROVE AT RISK ALTERNATIVE DELIVERY SYSTEM (CMR) – CENTRAL PARK

1. RESOLUTION – AUTHORIZE AND APPROVE CONSTRUCTION MANAGEMENT AT RISK ALTERNATIVE DELIVERY SYSTEM WITHIN CENTRAL PARK.

Councilmember Sell introduced and moved for the adoption of Resolution No. 21-038 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AND APPROVING CONSTRUCTION MANAGEMENT AT RISK ALTERNATIVE DELIVERY SYSTEM ("CMR"), FOR PROPOSED IMPROVEMENTS WITHIN CENTRAL PARK, INCLUDING WITHOUT LIMITATION PAVILION, PLAZA, AND OTHER FACILITIES AND IMPROVEMENTS WITHIN SOUTHERN PARTS OF CENTRAL PARK.

WHEREAS, the Mayor and City Council desire to solicit and execute a Construction Management at Risk alternative delivery system ("CMR") under Neb. Rev. Stat. Section 13-2901 et seq for public improvements within Central Park, including without limitation, public pavilion and plaza areas, restrooms, pedestrian connections, and other facilities and

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improvements within southern parts of Central Park ("Proposed Project"), and

WHEREAS, to use CMR, the City of La Vista is required to follow the procedures established by the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Section 13-2901 et seq ("Act") and the City of La Vista's Standard Operation Policy titled Construction Alternatives – Construction Management at Risk ("Policy"); and

WHEREAS, prior to proceeding with provisions of the Act, the Mayor and City Council, by the affirmative vote of at least two-third of the members of the Council, must adopt a resolution selecting the CMR contract delivery system; and

WHEREAS, the City has deemed it to be in the best interests of the City to select a CMR contract delivery system for the Proposed Project.

NOW, THEREFORE BE IT RESOLVED that the Construction Management at Risk contract delivery system provided under the Act is hereby authorized, selected and approved as, and shall be, the contract delivery system, and alternative delivery system to the extent bidding statutes otherwise apply, for the Proposed Project, to be carried out in accordance with the Policy and this Resolution. The City Administrator or City Engineer, or any designee of the City Administrator or City Engineer, shall commence and carry out requirements of the Construction Management at Risk contract delivery system with respect to the Proposed Project.

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

2. RESOLUTION – APPOINTMENT OF MEMBERS TO THE CONSTRUCTION MANAGEMENT AT RISK SELECTION COMMITTEE

Councilmember Frederick introduced and moved for the adoption of Resolution No. 21-039 entitled:

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA PROVIDING FOR THE APPOINTMENT OF CONSTRUCTION MANAGEMENT AT RISK SELECTION COMMITTEE MEMBERS.

WHEREAS, The City Council of the City of La Vista has determined that appointments to the La Vista Construction Management at Risk Selection Committee are necessary; and

WHEREAS, a recommendation by the City Administrator, in consultation with the staff, has been made regarding appointments; and

WHEREAS, the recommended appointments comply with Council Policy Statement 216: *Construction Alternatives – Construction Management at Risk* issued August 16, 2016 and updated March 21, 2017; and

WHEREAS, the appointment of the Construction Management at Risk Selection Committee complies with Nebraska Revised Statutes §13-2911.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby appoint the following to the La Vista Construction Management at Risk Selection Committee:

Kim Thomas (Doug Kindig – Alternate)
Pat Dowse
Jeff Schovanec

Kevin Pokorny
Jerry Shellberg

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

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

D. RESOLUTION – APPROVE INTERNET SERVICE AGREEMENTS – COX BUSINESS AND GREAT PLAINS COMMUNICATIONS

Councilmember Sell introduced and moved for the adoption of Resolution No. 21-041 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF A SERVICE AGREEMENT WITH GREAT PLAINS COMMUNICATION AND COX BUSINESS FOR INTERNET SERVICE.

WHEREAS, the Mayor and City Council have determined that the upgrade to internet speed (bandwidth) and the redundancy of services is necessary; and

WHEREAS, Great Plains will provide the primary connection with an increase of bandwidth to 300 Mbps x 300 Mbps and Cox Business will provide the secondary connection with a decrease of bandwidth to 50 Mbps x 10Mbps; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed service,

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby authorize the execution of a Service Agreement with Great Plains Communication and Cox Business for internet service.

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

E. RESOLUTION – APPROVE INTERLOCAL AGREEMENT – JAIL SERVICES, PROSECUTORIAL AND INDIGENT DEFENSE SERVICES

Councilmember Hale introduced and moved for the adoption of Resolution No. 21-042 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITIES OF LA VISTA, BELLEVUE, GRETNNA, PAPILLION AND SARPY COUNTY, NEBRASKA TO PROVIDE JAIL, PROSECUTORIAL AND INDIGENT DEFENSE SERVICES.

WHEREAS, Sarpy County owns and maintains a jail facility, provides prosecutorial functions through the County Attorney's Office, and provides indigent defense services through the Office of the Public Defender; and,

WHEREAS, Sarpy County and the Cities are agreeable to housing persons cited or arrested, or sentenced in connection with a citation or arrest, under lawful authority ("Offenders") within the corporate boundaries of the Cities, including those offenders cited, arrested, or sentenced solely for violating a City Municipal Code, in the County Correctional Facility; and,

WHEREAS, Sarpy County and the Cities desire to acknowledge the prosecutorial services provided by the County Attorney and the indigent defense services provided by the Office of the Public Defender; and,

WHEREAS, such an agreement is authorized by the Interlocal Cooperation Act, Neb. Rev. Stat §§ 13-801 to 13-827.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby authorize the Mayor to execute an Interlocal Cooperation Agreement with between the Cities of La Vista, Bellevue, Gretna, Papillion and Sarpy County, Nebraska to provide jail, prosecutorial and indigent defense services.

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

F. RESOLUTION – 84TH STREET UNDERPASS – PROFESSIONAL SERVICES AGREEMENT AMENDMENT

MINUTE RECORD

April 20, 2021

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

Councilmember Quick introduced and moved for the adoption of Resolution No. 21-043 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING AN AGREEMENT WITH DESIGN WORKSHOP, INC. OF DENVER, COLORADO, TO PROVIDE DESIGN, BIDDING, AND LIMITED CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE 84TH STREET UNDERPASS IN AN AMOUNT NOT TO EXCEED \$208,770.

WHEREAS, the Mayor and City Council of the City of La Vista have determined that professional services are necessary in preparation for the design and construction of the 84th Street underpass; and

WHEREAS, on July 5, 2017 the City Council of the City of La Vista approved the selection of Design Workshop to provide schematic design services for the Streetscape Plan for 84th Street; and

WHEREAS, on November 6, 2018 the City Council of the City of La Vista approved an agreement with Design Workshop for final design services related to the Streetscape Plan for 84th Street; and

WHEREAS, it was determined that design work related to the 84th Street Underpass project should be conducted, in part to determine the impact on the final design for streetscape improvements; and

WHEREAS, a detailed scope of work and terms of an agreement for design, bidding, and limited construction management services has been determined; and

WHEREAS, the FY20/21 Biennial Budget contains funding for multiple potential public infrastructure improvements and associated services; 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.;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska do hereby approve an agreement with Design Workshop, Inc. of Denver, Colorado, to provide design, bidding, and limited construction management services for the 84th Street Underpass in an amount not to exceed \$208,770.00.

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

G. RESOLUTION – SUPPORT FOR THE 84TH STREET PEDESTRIAN & BICYCLE SAFETY IMPROVEMENTS PROJECT

Councilmember Sheehan introduced and moved for the adoption of Resolution No. 21-044 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACKNOWLEDGING SUPPORT OF THE 84TH STREET PEDESTRIAN & BICYCLE SAFETY IMPROVEMENTS PROJECT.

WHEREAS, the 84th Street Pedestrian & Bicycle Safety Improvements Project is the result of over 12 years of planning and design work; and

WHEREAS, the project is comprised of Phases 1A through 1C of the 84th Street Corridor Streetscape Project, which is included in the City's Capital Improvement Program (CIP); and

WHEREAS, the project includes the construction of two 10' wide multi-use trails along 84th Street that will connect to the area neighborhoods, commercial areas, and adjoining communities providing a safe north/south mode of travel for pedestrians and bicyclists; and

WHEREAS, the project also includes the construction of an underpass beneath 84th Street allowing for safe passage under the four-lane, divided former State highway, which will unite the east and west sides of Central Park; and

MINUTE RECORD

April 20, 2021

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

WHEREAS, the Mayor and City Council have determined that the completion of the 84th Street Pedestrian & Bicycle Safety Improvements Project is in the best interest of the public;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby acknowledge support of the 84th Street Pedestrian & Bicycle Safety Improvements Project.

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

H. RESOLUTION – AUTHORIZE AND DIRECT HANNA:KEELAN ASSOCIATES, P.C. TO CONDUCT A SUBSTANDARD AND BLIGHTED STUDY AND ANALYSIS ON THE ROTELLA'S CAMPUS AND SURROUNDING AREAS

Councilmember Sell introduced and moved for the adoption of Resolution No. 21-045 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AND DIRECTING HANNA:KEELAN ASSOCIATES, P.C. AND ROTELLA'S ITALIAN BAKERY TO CONDUCT A STUDY AND ANALYSIS ON WHETHER AN AREA OWNED BY ROTELLA'S AND THE SURROUNDING AREA IN THE VICINITY OF 108TH AND HARRISON STREETS IS SUBSTANDARD AND BLIGHTED.

WHEREAS, the Mayor and City Council find and determine that there is a need to conduct a study or analysis on whether an area in the vicinity of 108th and Harrison as identified on the attached Exhibit A map, is substandard and blighted; and

WHEREAS, Hanna:Keelan Associates, P.C. and Rotella's Italian Bakery are willing to provide the study to the City at the sole cost of Rotella's Italian Bakery; and

WHEREAS the Mayor and City Council desire to authorize and direct that such study or analysis be conducted and provided to the City by Hanna:Keelan Associates, P.C. and Rotella's Italian Bakery, at Rotella's Italian Bakery's sole cost.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize and direct Hanna:Keelan Associates, P.C. and Rotella's Italian Bakery to conduct and provide to the City a study or analysis on whether the area identified on the attached Exhibit A map is substandard and blighted, at Rotella's Italian Bakery's sole cost, for review and any further action as City Staff determines necessary or appropriate.

FURTHER RESOLVED, that the City Administrator or any designee of the City Administrator shall be authorized and directed to take such further actions as the City Administrator or designee determines necessary or advisable to carry out this resolution.

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

I. RESOLUTION – AUTHORIZE PURCHASE – COMPUTER EQUIPMENT

Councilmember Thomas introduced and moved for the adoption of Resolution No. 21-046 entitled: AUTHORIZING THE PURCHASE OF TWENTY EIGHT (28) DELL COMPUTERS ON THE STATE CONTRACT BID FROM DELL IN AN AMOUNT NOT TO EXCEED \$41,581.73.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of twenty-three (28) computers for various City departments is necessary; and

MINUTE RECORD

April 20, 2021

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

WHEREAS, the FY21 Biennial Budget provides funding for the proposed Computer Equipment Purchase; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of twenty eight (28) Dell Computers on the state contract bid from Dell in an amount not to exceed \$41,581.73.

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

J. RESOLUTION – AUTHORIZE PURCHASE – FRONT DECK MOWER

Councilmember Hale introduced and moved for the adoption of Resolution No. 21-047 entitled: AUTHORIZING THE PURCHASE OF ONE (1) 2020 JOHN DEERE 1570 TERRAIN CUT MOWER FROM AKRS EQUIPMENT, GRETNA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$28,956.52.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a John Deere 1570 Terrain Cut Mower is necessary; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for this purchase; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of one (1) 2020 John Deere 1570 Terrain Cut Mower from AKRS Equipment, Gretna, Nebraska in an amount not to exceed \$28,956.52.

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

K. RESOLUTION – AUTHORIZE PURCHASE – PAVEMENT MANAGEMENT SOFTWARE

Councilmember Sell introduced and moved for the adoption of Resolution No. 21-048 entitled: AUTHORIZING THE EXECUTION OF A ONE-YEAR CONTRACT WITH STREETLOGIX FOR PAVEMENT MANAGEMENT SOFTWARE IN AN AMOUNT NOT TO EXCEED \$7,500.00.

WHEREAS, the City Council of the City of La Vista has found it necessary to enter into a one-year contract with Streetlogix for pavement management software; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed renewal; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the execution of a one-year contract with Streetlogix for pavement management software in an amount not to exceed \$7,500.00.

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

MINUTE RECORD

April 20, 2021

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

L. RESOLUTION – AUTHORIZE PURCHASE – HOLIDAY LIGHTS

Councilmember Frederick introduced and moved for the adoption of Resolution No. 21-049 entitled: AUTHORIZING THE PURCHASE OF HOLIDAY POLE DECORATIONS FOR THE 84th STREET CORRIDOR FROM ARTISTIC HOLIDAY DESIGNS OF LEMONT, IL, IN AN AMOUNT NOT TO EXCEED \$131,195.28.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of decorations for the 84th Street Corridor is necessary; and

WHEREAS, the FY21 Lottery Budget provides funding for the proposed purchase; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize the purchase of holiday pole decorations for the 84th Street corridor from Artistic Holiday Designs of Lemont, IL in an amount not to exceed \$131,195.28.

Seconded by Councilmember Sell. There was Council discussion. Councilmember Frederick amended his motion to table the resolution. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Motion carried.

COMMENTS FROM THE FLOOR

There were no comments from the floor.

H. EXECUTIVE SESSION – CONTRACT NEGOTIATIONS

At 6:55 p.m. Councilmember Crawford made a motion to go into executive session for protection of the public interest for negotiating guidance regarding contract negotiations. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 7:13 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

There were no comments from the Mayor and City Council.

At 7:13 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Motion carried.

MINUTE RECORD

April 20, 2021

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

PASSED AND APPROVED THIS 4TH DAY OF MAY 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

City of OmahaDate: 07-APR-21
Page 1 of 11819 Farnam St. Billing Div
Omaha NE 68183
Contact: (402) 444-5453**Remit To :**City of Omaha Cashier
RM H10
1819 Farnam St.
Omaha NE 68183**Bill To :**CITY OF LA VISTA
PUBLIC WORKS DEPARTMENT
9900 PORTAL RD
LA VISTA NE 68128**Ship To :**

Customer Number : 157321

Invoice Number : 201289 Terms : 30 NET

Transaction Type : PUBLIC WORKS Total due : \$ 8,138.72

PLEASE RETURN TOP PORTION WITH REMITTANCE

Item No	Description	Qty Invoiced	Unit Price	Extended Price
1	TRAFFIC DIVISION: 108TH & HARRISON ST - WAVETRONIX INSTALL	1	799.77	799.77
2	TRACFFIC DIVISION: 108TH & HARRISON - OPW 53801	1	7338.95	7338.95
	SPECIAL INSTRUCTIONS	DUE DATE		TOTAL DUE
	Invoice Number : 201289	07-MAY-21		\$8,138.72

05.71.0917.000
ST RT 20002

CITY OF OMAHA
PUBLIC WORKS DEPARTMENT
 TRAFFIC ENGINEERING DIVISION

Record # 010288

3/9/2021

Billing:	traffic signal equipment	Finance Department
Bill To:	City of LaVista Attn: Pat Dowse	Final <input type="checkbox"/> Not Final <input type="checkbox"/>
Address:	9900 Portal Road LaVista, NE68128 pdowse@cityoflavista.org	Statement # _____ Dated _____

Location: 108 ST & HARRISON ST

Work Desc: LaVista labor bill wavetronix install. WO#634176

<u>Personnel</u>	<u>Hours</u>	<u>Classification</u>	<u>Cost</u>
	5	Traffic Signal Technician I	209.55
	1	Traffic Signal Technician II	47.21
	2.5	Traffic Signal Technician II	118.01
			subtot 374.77

<u>Equipment</u>	<u>Hours</u>	<u>ID #</u>	<u>Description</u>	<u>Cost</u>
	5	3-570	hi-reach truck	250.00
	1	3-548	reach van	50.00
	2.5	3-521	reach van	125.00
			subtot 425.00	

<u>Materials</u>	<u>Qty</u>	<u>Reference Number</u>	<u>Description</u>
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TOTAL 799.77

Completed Date 3/19/2021
 Completed By COLLINS, JERRAD

Prepared By 
 Checked By NT ✓

Credit: 1213111618743999

Make Checks payable to: City of Omaha
 Send Checks to:

CITY OF OMAHA
PUBLIC WORKS DEPARTMENT
 TRAFFIC ENGINEERING DIVISION

Record # 010287

3/9/2021

Billing:	traffic signal equipment	Finance Department
Bill To:	City of LaVista Attn: Pat Dowse	Final <input type="checkbox"/> Not Final <input type="checkbox"/>
Address:	9900 Portal Road LaVista, NE 68128 pdowse@cityoflavista.org	Statement # _____ Dated _____

Location 108 ST & HARRISON ST

Work Desc LaVista request -Install Wavetronix NB. WO#634176

Personnel	Hours	Classification	Equipment	Cost
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Equipment **Hours** **ID #** **Description**

Materials	Qty	Reference Number	Description	
1 EA	10-1362		WAVETRONIX 650	2848.00
1 EA	10-1363		WAVETRONIX MATRIX SENSOR	3664.00
1 EA	10-1365		WAVETRONIX MOUNT	170.00
1 EA	10-1366		WAVETRONIX CLICK 114	346.00
1 EA	10-1367		WAVETRONIX 40FT HARNESS	180.00
125 EA	10-1368		WAVETRONIX CABLE	123.75
40 EA	10-1391		WAVETRONIX GROUND	7.20
				subtot 7338.95

TOTAL **7338.95**

Completed Date 3/19/2021
 Completed By COLLINS, JERRAD
 Prepared By 
 Checked By  NT

Credit: 13185.117.117.1989T5077

Make Checks payable to: City of Omaha

Send Checks to:

CIP refund

proj# 5774

Invoice

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

olsson

March 25, 2021

Invoice No: 382675

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

Invoice Total **\$2,162.25**

Olsson Project # B16-05460

La Vista NE City Centre Phase 1 Public Infrastructure

Professional services rendered January 3, 2021 through March 13, 2021 for work completed in accordance with agreement dated October 7, 2016 and Amendment #1 dated July 7, 2017, Amendment #2 dated July 21, 2017, Amendment #3 dated November 21, 2017, Amendment #4 dated May 17, 2018, and Amendment #5 dated October 24, 2018.

NTP: 12.06.16

PO: 20-008346

 Phase 300 Project Management (Including Amendments 2, 3, 5 & 7)

Labor

	Hours	Rate	Amount
Team/Technical Leader			
Egelhoff, Anthony	2.25	185.00	416.25
Administrative			
Chambers, Veronica	.50	73.00	36.50
Sherman Julien, Sarah	1.50	73.00	109.50
Totals	4.25		562.25
Total Labor			562.25
		Total this Phase	\$562.25

 Phase 402 SWPPP Inspections (Including Amendment 5 & 7)
 Fee

Number of Mo Insp Fees	2.00	
Fee Each	800.00	
Subtotal	1,600.00	
	Subtotal	1,600.00
	Total this Phase	\$1,600.00

Project	B16-05460	La Vista NE City Centre Phase 1 Public	Invoice	382675
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Billing Limits	Current	Prior	To-Date
Total Billings	2,162.25	1,163,163.17	1,165,325.42
Limit			1,174,991.75
Balance Remaining			9,666.33

AMOUNT DUE THIS INVOICE **\$2,162.25**

Email Invoices to: pdowse@cityoflavista.org

Authorized By: Anthony Egelhoff

Chk Pay
PMD 4/26/21

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Commercial Seeding Contractors
26365 Reichmuth Circle
Valley, NE 68064

Invoice

Date	Invoice #
4/2/2021	24386

Bill To

City of LaVista
Attn: Pat Dowse
8116 Park View Boulevard
LaVista, NE 68128



P.O. No.	Terms	Project		
		84th St Redevelopment		
Quantity	Description	U/M	Rate	Amount
1	Work performed as requested by Jason Allen.			
406	Mobilization		500.00	500.00
	Silt Fence (LF) installed		2.25	913.50
8	Laborers (Hours) to reset wattles		40.00	320.00
50	Straw Wattles (LF) installed		2.75	137.50
3	Laborers (Hours) to clean and reset inlet filters		50.00	150.00
1	Remove and Replace Inlet Filter (Inlet)		250.00	250.00
6	Square Bales Checks (Bale) installed		21.00	126.00
12	Grate Inlets Protection (Each) installed		100.00	1,200.00
<p style="text-align: right;">07/07 PM PO # 20-008647</p>				
			Total	\$3,597.00



Pat Dowse
City Engineer
City of La Vista
9900 Portal Road
La Vista, NE 68128

April 16, 2021
Project No: 00120661.00
Invoice No: 180705

96th & 108th St Pavement Rehabilitation
M-376 (390) & M-376 (391)

Professional Services from March 15, 2021 to April 11, 2021

Task 00001 Project Management

Professional Personnel

	Hours	Rate	Amount
E1a Professional Engineer/Project Mgr O'Bryan, Timothy	16.00	181.00	2,896.00
Totals	16.00		2,896.00
Total Labor			2,896.00
			Total this Task
			\$2,896.00

Task 00005 Construction Observation

Professional Personnel

	Hours	Rate	Amount
E1a Professional Engineer/Project Mgr O'Bryan, Timothy	1.00	181.00	181.00
E3a Construction Representative III Barahona, Alejandro	106.50	103.00	10,969.50
E6 Eng Tech I, Insp I, Env Tech I Hausauer, Zachary	9.00	72.00	648.00
Totals	116.50		11,798.50
Total Labor			11,798.50

Unit Billing

4/11/2021	2020 Chevy Silverado-WJC775 23CVN2	50.0 Miles @ 0.56	28.00
4/11/2021	2019 Chevy Silverado-WBR362 22WD55	460.0 Miles @ 0.56	257.60
4/11/2021	2018 Ford Escape-USA773 22RVFG	21.0 Miles @ 0.56	11.76
	Total Units		297.36
			Total this Task
			\$12,095.86

Billing Limits

	Current	Prior	To-Date
Total Billings	14,991.86	114,531.46	129,523.32
Limit			490,811.50
Remaining			361,288.18

Project	00120661.00	La Vista 96th & 108th St Pavement Rehab	Invoice	180705
			Total this Invoice	<u>\$14,991.86</u>

Ch F Pay
PMD 4/26/21

Ref# 21-008952



INVOICE

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

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

Please note our new remittance address

April 21, 2021
 Project No: 115453-16
 Invoice No: 29962

Project 115453-16 114th and Giles Intersection Improvements

Professional Services for the Period: March 1, 2021 to March 31, 2021

Professional Personnel

	Hours	Rate	Amount
Engineer V			
Andersen, David	1.00	175.00	175.00
Denney, Adam	.50	175.00	87.50
Labor	1.50		262.50
Total Labor			262.50
Contract Limits	Current	Prior	To-Date
Total Billings	262.50	10,809.77	11,072.27
Contract Maximum			11,900.00
Remaining Contract			827.73
		TOTAL AMOUNT DUE	\$262.50

Billed-To-Date Summary

	Current	Prior	Total
Labor	262.50	10,341.25	10,603.75
Expense	0.00	468.52	468.52
Totals	262.50	10,809.77	11,072.27

Project Manager Adam Denney

CHICAGO
 PMD 4/26/21
 05/21/2017 - 5/21/2021



PLANNING • DESIGN

March 31, 2021
 Project No: R3003.066.00
 Invoice No: 48454

Rita Ramirez
 Assistant City Administrator
 City of La Vista
 8116 Parkview Blvd
 La Vista, NE 68128

Project R3003.066.00 LaVista, City of - Placemaking & LA Svcs

Professional Services through March 31, 2021

Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Planning	237,167.50	100.00	237,167.50	230,052.47	7,115.03
Schematic Design	12,482.50	4.4041	549.74	249.65	300.09
Total Fee	249,650.00		237,717.24	230,302.12	7,415.12
Total Fee					7,415.12

Reimbursable Expenses

Printing	63.44
Total Reimbursables	63.44
Total this Invoice	\$7,478.56

Outstanding Invoices

Number	Date	Balance
48343	2/28/2021	5,054.25
Total		5,054.25

PO Number: 20-008351

*R. Ramirez
 4/20/21*





City of La Vista

Detailed Payment

96th St - Portal to Harrison & 108th St - Giles to Harrison

Description	2021 - Pavement Reconstruction & Pavement Rehabilitation										
Payment Number	1										
Pay Period	03/23/2021 to 04/17/2021										
Prime Contractor	Swain Construction 6002 N 89th Cir Omaha, NE 68134										
Payment Status	Pending										
Awarded Project Amount	\$3,740,796.57										
Authorized Amount	\$3,740,796.57										
Remarks	50% of Mobilization and Contractor Provided Construction Surveying and Staking paid. Balance will be paid at 20% of project completion. Revised Qty: Provide Temporary Traffic Control per Day.										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
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Section: 1 - Description

0010	10.0	LS	\$296,096.000	1.000	0.500	0.000	0.500	0.500	\$148,048.00	\$148,048.00
Mobilization										
0020	20.0	EA	\$353.000	76.000	20.000	0.000	20.000	20.000	\$7,060.00	\$7,060.00
Install Curb Inlet Protection										

Detailed Payment:

96th St - Portal to Harrison & 108th St - Giles to Harrison

04/23/2021

Page 1 of 8

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Planned Paid Quantity	Previous Paid Quantity	Remaining Quantity	Remaining Rate	Remaining Paid	Cost Estimate	Entered Date
0030	30.0	LF	\$8.620	350.000	0.000	0.000	0.000	0.000	0.00	\$0.00	
Install Silt Fence											
0040	40.0	SY	\$13.000	6,889.000	0.000	0.000	0.000	0.000	0.00	\$0.00	
Remove Pavement											
0050	50.0	SY	\$5.920	29,500.000	0.000	0.000	0.000	0.000	0.00	\$0.00	
Perform 3" Cold Planning – Concrete											
0060	60.0	TON	\$104.000	3,400.000	0.000	0.000	0.000	0.000	0.00	\$0.00	
Construct 2" Asphalt Surface Course, Type SPH (PG64-34)											
0070	70.0	TON	\$99.400	1,700.000	0.000	0.000	0.000	0.000	0.00	\$0.00	
Construct 1" Asphalt Wedge Course, Type SPR-Fine (PG64-34)											
0080	80.0	SY	\$13.000	6,889.000	0.000	0.000	0.000	0.000	0.00	\$0.00	
Construct 4" Aggregate Base Course											
0090	90.0	SY	\$36.250	75.000	0.000	0.000	0.000	0.000	0.00	\$0.00	
Unsuitable Subgrade Material											
0100	100.0	SY	\$9.520	6,889.000	0.000	0.000	0.000	0.000	0.00	\$0.00	
Subgrade Preparation											
0110	110.0	TON	\$150.000	250.000	0.000	0.000	0.000	0.000	0.00	\$0.00	
Construct Fly Ash Stabilization											
0120	120.0	SY	\$75.600	6,889.000	0.000	0.000	0.000	0.000	0.00	\$0.00	
Construct 10" Concrete Pavement (Type L65)											
0130	130.0	SY	\$95.200	6,740.000	935.300	0.000	935.300	935.300	\$89,040.56	\$89,040.56	
Construct 10" Concrete Pavement Repair (Type L655)											

Detailed Payment:

96th St - Portal to Harrison & 108th St - Giles to Harrison

04/23/2021

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Line Number	Line ID	Part	Unit Price	Authorized Quantity	Current Total Quantity	Planned Total Quantity	Planned Total Price	Actual Total Price	Planned Total Price	Actual Total Price
0140	140.0	SY	\$102.000	1,625.000	304.810	0.000	304.810	304.810	\$31,090.62	\$31,090.62
Construct 10" Concrete Pavement Repair (Type L85)										
0150	150.0	EA	\$5.760	1,860.000	508.000	0.000	508.000	508.000	\$2,926.08	\$2,926.08
Install Epoxy Coated Tie Bars (Pavement Repair)										
0160	160.0	EA	\$777.000	10.000	1.000	0.000	1.000	1.000	\$777.00	\$777.00
Adjust Utility Valve to Grade										
0170	170.0	EA	\$1,213.000	22.000	1.000	0.000	1.000	1.000	\$1,213.00	\$1,213.00
Adjust Manhole to Grade										
0180	180.0	SF	\$7.690	22,055.000	2,213.000	0.000	2,213.000	2,213.000	\$17,017.97	\$17,017.97
Construct 6" Sidewalk Repair										
0190	190.0	SF	\$6.050	265.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Construct Sidewalk Curb Wall										
0200	200.0	SF	\$8.470	784.000	126.000	0.000	126.000	126.000	\$1,067.22	\$1,067.22
Construct 6" Imprinted PCC Surface										
0210	210.0	SF	\$8.960	13,264.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Construct 6" PCC Median Surfacing Repair										
0220	220.0	EA	\$2,118.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Relocate Median Nose										
0230	230.0	EA	\$3,700.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Relocate Pull Box										
0240	240.0	EA	\$615.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Adjust Pull Box to Grade										

Detailed Payment:

96th St - Portal to Harrison & 108th St - Giles to Harrison

04/23/2021

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Line Number	Line ID	Type	Unit Price	Approved Quantity	Entered Price	Entered Unit	Entered Qty	Entered Price	Entered Unit	Entered Qty	Entered Price	Entered Unit	Entered Qty
0250	250.0	EA	\$250.000	51.000	12.000		0.000	12.000		12.000	\$3,000.00		\$3,000.00
Clearing and Grubbing per Intersection Corner													
0260	260.0	LF	\$38.250	871.000	175.000		0.000	175.000		175.000	\$6,693.75		\$6,693.75
Repair Curb and Gutter													
0270	270.0	SF	\$14.200	2,657.000	302.000		0.000	302.000		302.000	\$4,288.40		\$4,288.40
Construct PCC Curb Ramp													
0280	280.0	SF	\$25.700	560.000	104.000		0.000	104.000		104.000	\$2,672.80		\$2,672.80
Construct Detectable Warning Panel													
0290	290.0	SF	\$58.000	240.000	0.000		0.000	0.000		0.000	\$0.00		\$0.00
Construct Segmental Retaining Wall													
0300	300.0	EA	\$3,194.000	57.000	17.000		0.000	17.000		17.000	\$54,298.00		\$54,298.00
Remove and Replace Curb Inlet Top													
0310	310.0	LF	\$3.630	3,025.000	0.000		0.000	0.000		0.000	\$0.00		\$0.00
Crack or Joint Repair – Type “A”													
0320	320.0	SY	\$216.000	225.000	0.000		0.000	0.000		0.000	\$0.00		\$0.00
Crack or Joint Repair – Type “B” (96 St.)													
0330	330.0	LF	\$7.190	3,500.000	0.000		0.000	0.000		0.000	\$0.00		\$0.00
Crack or Joint Repair – Type “B” (108 St.)													
0340	340.0	EA	\$203.000	60.000	0.000		0.000	0.000		0.000	\$0.00		\$0.00
Remove and Install New Sprinkler System Head													
0350	350.0	SY	\$2.030	1,714.000	247.890		0.000	247.890		247.890	\$503.22		\$503.22
Install Rolled Erosion Control, Type II With Seeding – Type B													

Detailed Payment:

04/23/2021

96th St - Portal to Harrison & 108th St - Giles to Harrison

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Line Item	Line Item Description	Quantity	Unit	Unit Price	Autopplied Quantity	Current Paid Quantity	Remaining Quantity	End Quantity	Applied to Order Total	Order Total	Remaining Quantity
0360	360.0 LF Temporary Paint Marking – 5" White	\$0.520	4,100.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
Temporary Paint Marking – 5" Yellow											
0370	370.0 LF Temporary Paint Marking – 5" Yellow	\$0.520	3,460.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
Install Permanent Paint Marking – 5" White Grooved (96 St. Reconstruction)											
0380	380.0 LF Install Permanent Paint Marking – 5" White (Pavement Repair)	\$2.900	648.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
Install Permanent Paint Marking – 5" Yellow (Pavement Repair)											
0400	400.0 LF Install Permanent Paint Marking – 12" White (Pavement Repair)	\$3.480	104.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
Install Permanent Paint Marking – 24" White (Pavement Repair)											
0420	420.0 LF Install Permanent Preformed Tape Type 3, 5" White	\$7.540	64.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
Install Permanent Preformed Tape Type 3, 5" Yellow											
0440	440.0 LF Install Permanent Preformed Tape Symbol Type Directional Arrow, White (Right)	\$5.920	3,460.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
Install Permanent Preformed Tape Symbol Type Directional Arrow, White (Left)											

Detailed Payment:

36th St - Portal to Harrison & 108th St - Giles to Harrison

04/23/2021

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Line Number	Item Description	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Final Quantity	Remaining Qty	Current Paid Amount	Previous Paid Amount	Final Amount
0470	470.0 EA	\$348.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	\$0.00
Install Permanent Preformed Tape Symbol Type Directional Arrow, White (Thru)										
0480	480.0 Day	\$87.000	112.000	14.000	0.000	14.000	14.000	\$1,218.00	\$1,218.00	
Furnish Changeable Message Sign										
0490	490.0 Day	\$58.000	305.000	29.000	0.000	29.000	29.000	\$1,682.00	\$1,682.00	
Furnish Flashing Arrow Panel										
0500	500.0 Day	\$190.000	175.000	20.000	0.000	20.000	20.000	\$3,800.00	\$3,800.00	
Provide Temporary Traffic Control										
0510	510.0 Day	\$341.000	290.000	2.000	0.000	2.000	2.000	\$682.00	\$682.00	
Provide Flagger										
0520	520.0 per HR	\$64.250	60.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
Rental of Skid Loader, Fully Operated										
0530	530.0 per HR	\$88.000	60.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
Rental of Dump Truck, Fully Operated										
0540	540.0 LS	\$114,688.000	1.000	0.500	0.000	0.500	0.500	\$57,344.00	\$57,344.00	
Contractor Provided Construction Surveying and Staking										
0550	550.0 EA	\$1,119.000	6.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
Protection of Curb Inlet										
									Section Totals:	\$434,422.62
									Total Payments:	\$434,422.62
										\$434,422.62

Detailed Payment:

36th St - Portal to Harrison & 108th St - Giles to Harrison

04/23/2021

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Time Charges

Time Charge Description	Original Deadline	Authorized Deadline	Charge Period	Damages	Days Late	Days Late Period	Days Late Period	Days Late Period
Complete All Work by Deadline	10/30/2021	10/30/2021	N/A	\$0.00	N/A	196.0 Days	196.0 Days	\$0.00
Total Damages:								\$0.00

Summary

Current Approved Work:	\$434,422.62	Approved Work To Date:	\$434,422.62
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$43,442.26	Retainage To Date:	\$43,442.26
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$390,980.36	Payments To Date:	\$390,980.36
Previous Payment:	\$0.00	Previous Payments To Date:	\$0.00

OK to Pay

PMO 4/29/21

09.71.C917.000 - STAT20002 - # 339,370.76
09.71.C917.000 - STAT20004 - # 51,609.60

Detailed Payment:

36th St - Portal to Harrison & 108th St - Giles to Harrison

04/23/2021

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John

Contractor Representative

4/26/21

Date

Tim O'Bryan

Benesch Project Manager

4/26/21

Date

Mike Mize

City of La Vista Representative

4/29/21

Date

User: mgustafson

DB: La Vista

Check #

Check #	Check Date	Vendor Name	Amount	Voided
134557	04/22/2021	HUNDEN STRATEGIC PARTNERS	10,000.00	N
134558	05/04/2021	A-1 FLAGS, POLES, AND REPAIR LLC	230.00	N
134559	05/04/2021	ACTION BATTERIES UNLTD INC	274.95	N
134560	05/04/2021	AMAZON CAPITAL SERVICES, INC.	704.35	N
134561	05/04/2021	AT&T MOBILITY LLC	97.40	N
134562	05/04/2021	BAUER BUILT INC	261.54	N
134563	05/04/2021	BISHOP BUSINESS EQUIPMENT	2,400.50	N
134564	05/04/2021	BOOT BARN	150.00	N
134565	05/04/2021	BRODERSEN, CALE	35.00	N
134566	05/04/2021	CENTER POINT, INC.	44.34	N
134567	05/04/2021	CINTAS CORPORATION NO. 2	183.41	N
134568	05/04/2021	CITY OF OMAHA	204,156.88	N
134569	05/04/2021	CITY OF PAPILLION	217,343.10	N
134570	05/04/2021	CONSOLIDATED MANAGEMENT CO	161.98	N
134571	05/04/2021	COX COMMUNICATIONS INC	50.00	N
134572	05/04/2021	COX COMMUNICATIONS, INC.	147.03	N
134573	05/04/2021	D & K PRODUCTS	118.60	N
134574	05/04/2021	DATASHIELD CORPORATION	40.00	N
134575	05/04/2021	DELL MARKETING L.P.	121.99	N
134576	05/04/2021	DOUGLAS COUNTY SHERIFF'S OFC	25.00	N
134577	05/04/2021	DULTMEIER SALES LLC	613.19	N
134578	05/04/2021	EDGEWEAR SCREEN PRINTING	4,462.00	N
134579	05/04/2021	ESRI INC	3,350.00	N
134580	05/04/2021	FERGUSON ENTERPRISES INC #226	35.99	N
134581	05/04/2021	FIKES COMMERCIAL HYGIENE LLC	60.00	N
134582	05/04/2021	FIRESPRING PRINT, INC	547.97	N
134583	05/04/2021	GALE	125.20	N
134584	05/04/2021	GRAINGER	20.96	N
134585	05/04/2021	HOME DEPOT CREDIT SERVICES	303.04	N
134586	05/04/2021	HOTSY EQUIPMENT COMPANY	136.52	N
134587	05/04/2021	HY-VEE INC	100.00	N
134588	05/04/2021	INGRAM LIBRARY SERVICES	398.77	N
134589	05/04/2021	JOHNSTONE SUPPLY CO	101.55	N
134590	05/04/2021	KRIHA FLUID POWER CO INC	193.86	N
134591	05/04/2021	LARSEN SUPPLY COMPANY	368.46	N
134592	05/04/2021	LIBRARY IDEAS LLC	242.70	N
134593	05/04/2021	LOVELAND GRASS PAD	372.03	N
134594	05/04/2021	LOWE'S CREDIT SERVICES	55.22	N
134595	05/04/2021	MALLOY ELECTRIC	108.76	N
134596	05/04/2021	MARK A KLICKER	200.00	N
134597	05/04/2021	MATHESON TRI-GAS INC	145.02	N
134598	05/04/2021	MENARDS-RALSTON	1,258.93	N
134599	05/04/2021	METAL DOORS AND HARDWARE CO	518.50	N
134600	05/04/2021	METRO AREA TRANSIT	814.00	N
134601	05/04/2021	METRO LANDSCAPE MATERIALS &	112.00	N
134602	05/04/2021	MIDWEST TAPE	155.26	N
134603	05/04/2021	MNJ TECHNOLOGIES DIRECT INC	2,232.00	N
134604	05/04/2021	MSC INDUSTRIAL SUPPLY CO	245.76	N
134605	05/04/2021	NEBRASKA IOWA INDL FASTENERS INC	12.40	N
134606	05/04/2021	NEBRASKA LAW ENFORCEMENT	120.00	N
134607	05/04/2021	O'REILLY AUTO PARTS	1,459.16	N
134608	05/04/2021	ODEYS INCORPORATED	3,190.80	N
134609	05/04/2021	OFFICE DEPOT INC	486.29	N
134610	05/04/2021	OFFICE DEPOT INC	268.57	N
134611	05/04/2021	OLD NEWS	17.00	N
134612	05/04/2021	OMNI ENGINEERING	394.20	N
134613	05/04/2021	PAY-LESS OFFICE PRODUCTS INC	257.59	N
134614	05/04/2021	PITNEY BOWES GLOBAL FIN SVCS	656.05	N
134615	05/04/2021	QUIKTRIP CORPORATION	322.91	N
134616	05/04/2021	RDG PLANNING & DESIGN	5,280.00	N

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
134617	05/04/2021	REGAL AWARDS INC.	772.44	N
134618	05/04/2021	SAPP BROS, INC.	130.50	N
134619	05/04/2021	SARPY COUNTY CHAMBER OF COMME	120.00	N
134620	05/04/2021	SARPY COUNTY FISCAL ADMINSTRTN	5,765.10	N
134621	05/04/2021	SIGN IT	1,287.50	N
134622	05/04/2021	SOUTHERN UNIFORM & EQUIPMENT	584.39	N
134623	05/04/2021	SUBURBAN NEWSPAPERS INC	840.30	N
134624	05/04/2021	TED'S MOWER SALES & SERVICE INC	1,125.85	N
134625	05/04/2021	THE COLONIAL PRESS, INC	168.42	N
134626	05/04/2021	THE GUTTER TRUCK LLC	581.00	N
134627	05/04/2021	THE LIBRARY STORE INC	85.90	N
134628	05/04/2021	TRACTOR SUPPLY CREDIT PLAN	16.99	N
134629	05/04/2021	TRAFFIC AND CONTROL CO, INC	616.80	N
134630	05/04/2021	ULINE, INC.	70.84	N
134631	05/04/2021	UNITED PARCEL SERVICE	42.68	N
134632	05/04/2021	VERIZON WIRELESS	18.02	N
134633	05/04/2021	WHITE CAP CONSTR SUPPLY/HDS	59.59	N
134634	05/04/2021	ZEE MEDICAL SERVICE INC	124.45	N
TOTAL:				478,699.50

APPROVED BY COUNCIL MEMBERS ON: 05/04/2021

COUNCIL MEMBER

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 4, 2021 AGENDA

Subject:	Type:	Submitted By:
EXTENSION— COVID 19 RULES/REGULAITONS - FACE COVERINGS	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

A discussion item has been scheduled and an ordinance has been prepared to amend Section 92.30 of the La Vista Municipal Code, entitled “Prevention of Covid19,” Section 92.30.11, in the event that the City Council wishes to extend the sunset provision beyond May 25, 2021.

FISCAL IMPACT

N/A.

RECOMMENDATION

N/A.

BACKGROUND

On November 24, 2020, the Board of Health, approved rules and regulations requiring face coverings in indoor public places in the City, subject to City Council approval. The City Council met immediately following the Board of Health and approved Ordinance No. 1402 adding subchapter 92.30 to the La Vista Municipal Code requiring face coverings while indoors within the City. The requirements imposed by this subchapter were subsequently extended on February 2, 2021, via Ordinance No. 1412 and are set to expire and terminate at 11:59 p.m. on May 25, 2021, unless otherwise extended by ordinance of the City Council.

While COVID-19 continues to be a serious threat to the health, safety and welfare to the residents of La Vista, updated information provided by the Director of the Sarpy/Cass County Health Department indicates that the current data is generally better than that we were looking at in November when the mask requirements were initially adopted. *(attachment)*

Regardless of the determination of Council, it is imperative that residents make the choice to continue with the safe practices that they have mastered over the past year. As new variants are found in our community, masking up and handwashing must continue to be emphasized, and special attention must be given to younger children who cannot yet be vaccinated.

SARPY/CASS

Health Department

701 Olson Drive, Suite 101, Papillion, NE 68046 | 402-339-4334 | FAX 402-339-4235

April 29, 2021

Brenda Gunn
City Administrator
8116 Parkview BLVD
La Vista, NE 68128

Ms. Gunn,

Thank you for reaching out to the department for additional information regarding current COVID-19 data and trends in Sarpy County. Based on your request I have pulled current data points as well as information from November 2020. I am hopeful this will help to provide a bit of an historical view of these past six months. If you have any questions regarding this information please let me know.

Case Data:

Sarpy County	Current Data: April 29, 2021	Historical Data: November 14, 2020
Total Cases in Sarpy County	21,834	10,393
7 Day Rolling Average Positive Cases/ 100,000 Residents/Day	17.4	96.9
Weekly Positivity Rate	22%	32.5%
Deaths* Sarpy & Cass County	137	55
La Vista 68128 Zip Code		
Total Cases	2,264	1,100
Active Cases (within 14 days of positive test)	38	144
Age Breakdown of Active Cases in 68128		
Birth – 19 y.o.	26.3%	9.7%
20 – 29 y.o.	15.7%	20.8%
30 – 39 y.o.	21%	20.8%
40 – 49 y.o.	15.7%	14.5%
50 – 59 y.o.	13.1%	14.5%
60 – 69 y.o.	2.6%	11.1%
70 – 79 y.o.	2.6%	4.8%
80 y.o. and up	2.6%	3.4%

SARPY/CASS

Health Department

701 Olson Drive, Suite 101, Papillion, NE 68046 | 402-339-4334 | FAX 402-339-4235

Hospitalization Data:

Omaha Metro Hospitals	Current Data: April 28, 2021	Historical Data: November 14, 2020
COVID-19 Positive Patients	100	384
COVID-19 Positive Patients on Ventilators	14	54
Adult ICU Occupancy	82%	83%
Nebraska		
COVID-19 Positive Patients Hospitalized	133	889

Vaccination Data:

Sarpy & Cass County	Current Data: April 28, 2021	Historical Data: November 14, 2020
Administered Vaccinations	117,309	NA
Fully Vaccinated Residents	50,525	NA
% of Eligible Population Fully Vaccinated	33%	NA
La Vista 68128 Zip Code		
Administered Vaccinations	13,283	NA
Nebraska		
Administered Vaccinations	1,401,345	NA
Fully Vaccinated Residents	624,645	NA
% of Eligible Population Fully Vaccinated	42.1%	NA

*Vaccination data does not include doses administered through Federal allocation (i.e. Offutt AFB)

Please let me know if there is anything that the Department can do to support the City.
Thank you!

Sarah Schram
Director

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 92 OF THE LA VISTA MUNICIPAL CODE TO EXTEND THE SUNSET PROVISION TO _____; TO REPEAL CONFLICTING ORDINANCES; AND TO PROVIDE FOR SEVERABILITY, PUBLICATION AND THE EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, as follows:

I. As result of the Novel Coronavirus (COVID-19) pandemic, continued community transmission and increased number of confirmed COVID-19 cases within the City limits of the City of La Vista, and resulting dangers to the public health, safety, and welfare, an emergency exists within the City of La Vista requiring immediate action of the City as provided in this ordinance. This ordinance shall amend Chapter 92 of the La Vista Municipal Code to adopt rules and regulations for a non-pharmaceutical intervention to combat and halt the spread and progression of COVID-19.

II. Chapter 92 of the La Vista Municipal Code is hereby amended by adding subchapter 92.30 as follows:

"§92.30. — PREVENTION OF COVID-19

Sec. 92.30.1. — Legislative Findings and Intent.

- (1) The City Council hereby finds and declares, based upon the scientific and medical evidence before it, that:
 - (a) the Novel Coronavirus (COVID-19) has impacted and continues to dramatically impact the citizens of the City of La Vista, Nebraska; and
 - (b) exposure to COVID-19 presents a risk of death or serious long-term disability; the exposure is widespread and poses significant risk of harm, including death, to people in the general population of the City of La Vista; there is a particular subset of the population that is more vulnerable to the threat and thus at an increased risk; and the threat is from a novel infectious disease; and
 - (c) information from the World Health Organization, the United States Centers for Disease Control and Prevention (CDC), Nebraska Department of Health and Human Services, the Sarpy/Cass Health Department, local public health departments throughout Nebraska, and members of the Sarpy County and metropolitan area medical community indicate that citizens of the metropolitan area, including the City of La Vista, have been and will continue to be exposed due to community transmissions of COVID-19; and
 - (d) the manner in which the spread of COVID-19 cases in the City of La Vista has occurred creates an unacceptable risk to the health, safety, and welfare of the citizens of the City of La Vista; and
 - (e) the number of COVID-19 infections within the City of La Vista continues to increase; and
 - (f) COVID-19 constitutes a public nuisance and a threat to the health, safety, and welfare of the City of La Vista and its residents; and
 - (g) The Director of the CDC, the Director the Sarpy/Cass Health Department, doctors and infectious disease experts from the University of Nebraska Medical Center and Nebraska Medicine, as well as others in the medical profession, have concluded that the wearing of face coverings by every individual while in public, particularly while indoors, is one of the best methods to slow and stop the spread of COVID-19; and
 - (h) the wearing of face coverings by every individual while indoors in public places in the City of La Vista will reduce community transmissions of COVID-19, resulting in fewer deaths and serious health complications, and will ease the strain on hospitals and other medical offices and facilities; and
 - (i) the wearing of face coverings by every individual while indoors in public places in the City of La Vista will increase the chances of keeping

businesses open and operating, encouraging economic growth and preventing prolonged economic harm; and

(j) it is just and proper for the City Council to exercise the authority granted to it by applicable law, including without limitation Neb. Rev. Stat. Sections 16-238, 16-240, 16-246, and 18-1720, in furtherance of protecting the public health, safety, and welfare.

Sec. 92.30.2. — Definitions.

For purposes of this subchapter, the following terms are defined as follows:

- (1) **Face Covering.** — A face covering is defined as a covering which, when worn properly, must cover the nose and mouth completely and can include a paper or disposable face mask, a cloth face mask, a scarf, a bandanna, a neck gaiter, or a religious face covering. Medical-grade masks and respirators are sufficient face coverings, but to preserve adequate supplies, their purchase and use is discouraged for those who do not work in a health care setting or in other occupations that require medical-grade personal protective equipment. Masks that incorporate a valve designed to facilitate easy exhaling, mesh masks, or masks with openings, holes, visible gaps in the design or material, or vents are not sufficient face coverings because they allow exhaled droplets to be released into the air.
- (2) **Premises That Is (or Are) Open to the General Public.** — Premises that is (or are) open to the general public means property upon or into which any members of the public are allowed to enter. The term is intended to be broadly defined to include without limitation real or personal property owned or operated by entities that employ or engage workers, including private-sector entities, public-sector entities, non-profit entities, regular commercial or business establishments, private clubs, religious centers or buildings, public transportation (including buses, taxis, ride-sharing vehicles, or vehicles used for business purposes), and any place which is generally open to any members of the public, including educational institutions and daycare facilities.
- (3) **Subchapter.** — Subchapter means the provisions set forth in sections 92.30.1 through 92.30.12.

Sec. 92.30.3. — Individual Face Coverings Required.

All individuals age five (5) and older shall wear a face covering over their mouth and nose while indoors in a premises that is open to the general public including, but not limited to, educational institutions, unless the individual maintains a minimum of six (6) feet of separation or social distance at all times from anyone who is not a member of the individual's household, except face coverings will not be required if the individual:

- (1) is seeking federal, state, county, or city governmental services;
- (2) is seated at a bar or restaurant to eat or drink, or while immediately consuming food or beverages;
- (3) is engaged in an occupation preventing the wearing of a face covering;
- (4) is obtaining a service or purchasing goods or services that requires the temporary removal of the face covering;
- (5) is asked to remove a face covering to verify an identity for lawful purposes;
- (6) is providing a speech, lecture, or broadcast to an audience so long as six (6) feet of distancing from other individuals is maintained; or
- (7) cannot otherwise wear a face covering because of a medical condition, a mental health condition, or a disability that makes it unreasonable for the individual to wear a face covering.

Nothing in this section shall prohibit the owner or person in charge of a premises that is open to the general public, including without limitation the owner or person in charge of any federal, state, city, or other governmental facility, from requiring an individual to wear a face covering during any of the circumstances enumerated above or from implementing a more restrictive face covering policy.

Sec. 92.30.4. — Premises That Are Open to the Public — Duty to Require Face Coverings.

Any individual or entity which maintains premises that are open to the general public including, but not limited to, educational institutions, shall require all individuals age five (5) and older to wear a face covering over their mouth and nose while indoors in

said premises, unless the individual maintains a minimum of six (6) feet of separation or social distance at all times from anyone who is not a member of the individual's household, except face coverings will not be required if the individual:

- (1) is seeking federal, state, county, or city governmental services;
- (2) is seated at a bar or restaurant to eat or drink, or while immediately consuming food or beverages;
- (3) is engaged in an occupation preventing the wearing of a face covering;
- (4) is obtaining a service or purchasing goods or services that requires the temporary removal of the face covering;
- (5) is asked to remove a face covering to verify an identity for lawful purposes;
- (6) is providing a speech, lecture, or broadcast to an audience so long as six (6) feet of distancing from other individuals is maintained; or
- (7) cannot otherwise wear a face covering because of a medical condition, a mental health condition, or a disability that makes it unreasonable for the individual to wear a face covering.

Nothing in this section shall prohibit the owner or person in charge of a premises that is open to the general public, including without limitation the owner or person in charge of any federal, state, city, or other governmental facility, from requiring an individual to wear a face covering during any of the circumstances enumerated above or from implementing a more restrictive face covering policy.

Sec. 92.30.5. — Notice of Face Covering Requirements.

Any individual or entity which maintains premises that are open to the general public, including but not limited to educational institutions, must post one or more signs that are visible to all persons — including workers, customers, and visitors — instructing them to wear face coverings as required by this subchapter. The signs required by this section must be printed on a poster or paper that is a minimum size of 8.5 inches by 11 inches, and be written or typed in a legible font or typeface that is no smaller than 12 points of leading or 12-point type.

Sec. 92.30.6. — Exceptions.

The provisions of this subchapter shall not apply to:

- (1) Courts of law; public utilities or federal, state, county, or city operations; medical providers, facilities, or pharmacies; congregate living centers or facilities; group homes and residential drug and/or mental health treatment facilities; shelters; airport travel; election offices; polling places on an election day; or to residential dwelling units.
- (2) Children under the age of five (5). While children ages three (3) and four (4) may wear a face covering if that child can remove the face covering without assistance, guidance from the CDC states that children two (2) years old and under should never wear a face covering due to the risk of suffocation.
- (3) Federal and state activities. Nothing in this subchapter shall be construed to limit, prohibit, or restrict in any way the operations of the federal or state government or the movement of federal or state officials in the City while acting in their official capacity, including federal and state judicial, legislative, and executive staff and personnel.
- (4) Individuals at their workplace when wearing a face covering would create a job hazard for the individual or others, as determined by federal, state, or local regulators or workplace safety and health standards and guidelines.
- (5) Individuals who are alone in an office, room, a vehicle, the cab of heavy equipment or machinery, or an enclosed work area. In such situations, the individual should still carry a face covering to be prepared for person-to-person interactions and to be used when the individual is no longer alone.
- (6) Individuals who are seated at a desk or standing at a stationary work station, provided that the desk or work station has a solid Plexiglas or plastic barrier installed upon it which cannot be moved.
- (7) Individuals who are officiating at a religious service.
- (8) Individuals communicating with other individuals who are deaf or hard of hearing or who have a disability, medical condition, or mental health condition that makes

communication with that individual while wearing a face covering difficult, provided that minimum social distancing of six (6) feet or more is maintained to the extent possible between persons who are not members of the same household.

- (9) Individuals who are engaged in activities, such as swimming or showering, where the face covering will get wet.
- (10) Individuals who are exercising in an indoor business or indoor space such as a gym or fitness center, while the level of exertion makes it difficult to wear a face covering, provided that minimum social distancing of six (6) feet or more is maintained at all times.
- (11) Individuals in an indoor premises that is generally open to the public while playing a musical instrument that cannot be played when a face covering is worn, provided that a minimum social distancing of six (6) feet or more is maintained at all times.
- (12) Individuals actively participating in a team sports activity, while the level of exertion makes it difficult to wear a face covering.
- (13) Public safety workers actively engaged in a public safety role, including but not limited to law enforcement personnel, fire fighters, or emergency medical personnel, in situations where wearing a face covering would seriously interfere in the performance of the individual's public safety responsibilities.

Nothing in this section shall prohibit the owner or person in charge of a premises that is open to the general public, including without limitation the owner or person in charge of any federal, state, city, or other governmental facility, from requiring an individual to wear a face covering during any of the circumstances enumerated above or from implementing a more restrictive face covering policy.

Sec. 92.30.7. — Public Nuisance Declared.

Any individual or entity which maintains premises that are open to the general public who fails to comply with the requirements of section 92.30.4, above, is hereby declared to be a nuisance and a danger to the public health, safety, and welfare.

Sec. 92.30.8. — Application.

The provisions of this subchapter shall only apply to all persons and property within the corporate limits of the City of La Vista and shall not extend into the extraterritorial jurisdiction of the City.

Sec. 92.30.9. — Penalty.

Any individual or person who is found to have violated any of the provisions of this subchapter shall be guilty of an infraction as defined in Neb. Rev. Stat. Section 29-436 and shall be subjected to the fines set forth in such Section 29-436; provided, however, the fine for an initial offense shall be \$25.00. Each instance of violation of this subchapter may be considered a separate offense.

Sec. 92.30.10. — Civil Abatement.

In addition to any other penalty sought or obtained under this subchapter or other applicable law, the City Attorney, upon direction of the Mayor or City Administrator, may institute injunctive or other appropriate civil proceedings necessary to obtain compliance with this subchapter or to abate any nuisance resulting from violations of this subchapter.

Sec. 92.30.11. — Sunset Provision.

The requirements imposed by this subchapter shall expire and terminate at 11:59 p.m. on _____, unless otherwise extended by ordinance of the City Council.

92.30.12. — Report Required.

The City Administrator of the City of La Vista, or any designee of the City Administrator, while the provisions of this subchapter remain in effect, periodically shall prepare a report or update to be delivered to the Mayor and the City Council. The report or update shall contain information from the prior report or update on the status of COVID-19 infections in the City of La Vista and such additional information as the Mayor or City Council shall specify, which may include, for example, information on the current number of cases in the City, the number of new cases diagnosed, the number of tests performed, the positivity rate of those tests, the number of new deaths that have occurred, the metropolitan area hospital occupancy rate, the ventilator utilization rate, the COVID-19 hospitalization rate, a breakdown of cases by zip code,

and any such other information that the City Administrator, such designee, Mayor or City Council deems relevant to the spread of COVID-19 within the City of La Vista."

III. Repeal of Conflicting Provisions. Any and all Ordinances or portions thereof, which are in conflict herewith are hereby repealed.

IV. Severability. The sections, subsections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance, for any reason, shall be declared invalid, unenforceable, or unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unenforceability, or unconstitutionality shall not affect any of the remaining sections, subsections, paragraphs, sentences, clauses, or phrases of this Ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this Ordinance and each section, subsection, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid.

V. Publication and Effective Date. This Ordinance shall take effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 4TH DAY OF MAY 2021

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 4, 2021 AGENDA

Subject:	Type:	Submitted By:
AWARD OF CONTRACT — EASTERN NEBRASKA OFFICE ON AGING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SCOTT STOPAK RECREATION DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute a contract with the Eastern Nebraska Office On Aging to provide a nutrition program to persons sixty (60) years of age and older living within the limits of Sarpy County.

FISCAL IMPACT

There is no cost to the city for the nutrition program. The city does pay the Senior Services Manager salary.

RECOMMENDATION

Approval.

BACKGROUND

Eastern Nebraska Office on Aging supplies the meals and paper products that allow the La Vista Senior Center to serve and provide meals to older adults between the hours of 9:00 a.m. and 1:00 p.m. five (5) days per week on Monday - Friday.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE EASTERN NEBRASKA OFFICE ON AGING FOR PROVISION OF A NUTRITION PROGRAM.

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

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

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

PASSED AND APPROVED THIS 4TH DAY OF MAY, 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CONTRACT

THIS CONTRACT is made and entered into this **first day of July 2021** by and between the **EASTERN NEBRASKA OFFICE ON AGING**, a Program Office of the Eastern Nebraska Regional Agency on Human Services, an agency formed by the Nebraska Political Subdivisions, Cass County, Dodge County, Douglas County, Sarpy County and Washington County pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et seq. (herein referred to as "ENOA") and **CITY OF LA VISTA** a Nebraska non-profit corporation (herein referred to as "Contractor") for the operation of a senior center.

The purpose of the Contract from ENOA to the Contractor is to provide funding for services that meet the requirements of the Older Americans Act of 1965 as amended through P.L.114-144, enacted April 19, 2016, other applicable Federal statutes and their implementing regulations, State of Nebraska statutes DHHS program regulations and the term and conditions of the Contract.

WHEREAS, ENOA has entered into an agreement with the State of Nebraska, Department of Health & Human Services Division of Medicaid and Long-term Care, (herein referred to as the "State") to provide a nutrition program to persons 60 years of age and older residing in Sarpy County (herein referred to as the "Area"); and

WHEREAS, ENOA has been created according to Nebraska Revised Statutes Section 13-801, et seq., and further has been recognized by the State as the official area agency on aging for the Area; and

WHEREAS, ENOA has determined in its Area Plan for FY20 – FY23 that there exists a significant and clear need for a nutrition program for older persons living in the Area; and

WHEREAS, Contractor maintains a facility located at 8116 Parkview Boulevard, La Vista, Sarpy County, Nebraska with accommodations suitable to serve and provide meals to older adults between the hours of 9:00 a.m. and 1:00 p.m. Monday through Friday.

NOW, THEREFORE, IT IS AGREED by ENOA and Contractor as follows:

ARTICLE I

APPOINTMENT

Contractor is hereby retained and appointed to represent ENOA in connection with providing a nutrition program for older adults at Contractor's facility located at 8116 Parkview Boulevard, La Vista, Sarpy County, Nebraska.

ARTICLE II

SERVICES

In carrying out the terms of this Contract, Contractor agrees to provide the following services:

- (a) To provide a Senior Center Manager who will be responsible for the day-to-day operation of the Nutrition program.

- (b) To provide persons to receive and serve meals and to clean up following the noon meal in accordance with Nutrition Program policies and procedures
- (c) To place food order with the ENOA Nutrition Division by 1:00pm on day prior to serving day, for the number of meals needed for the serving day.
- (d) To assure that food temperatures are maintained at no less than 140 degrees F for hot food items and no higher than 45 degrees F for cold food items.
- (e) To clean utensils and containers food is delivered in and properly dispose of all leftovers.
- (f) To ascertain that all claims for meals served are correct. Contractor shall not order more meals than the actual number of reservations made by the center participants.
- (g) Daily sign-in sheets or other acceptable documentation identifying participants, guests, volunteers and staff shall be utilized. Documentation will be kept on file for 3 years.
- (h) To assure money collected is a confidential voluntary contribution for meals and Tai Chi for Balance, record daily on cash contribution sheet, obtain two (2) verifying signatures (initials are acceptable) and deposit amount in ENOA designated account.
- (i) To make special provisions as necessary to serve handicapped individuals.
- (j) To submit a documented current Food Service Establishment Inspection Report by the Nebraska Department of Health at the time Contract is signed.
- (k) To assure that the food service operation is in compliance with the Nebraska Food Code.
- (l) To assure that all ENOA policies and procedures for congregate meals are followed.
- (m) To account for all equipment purchased with funds received from ENOA when required.
- (n) To publicize the availability of the Nutrition Program for older adults at the facility. All publicity must recognize ENOA for financial support. Copies of all publicity must be sent to ENOA prior to distribution for approval.
- (o) To collect all required data for participants under the direction of the ENOA Nutrition Division. ENOA Nutrition Division will be responsible to ensure all individuals meet program eligibility as listed in ENOA Nutrition Policy 1.1. Underage ineligible individuals must pay full cost of the meals as directed by ENOA Nutrition Policy 1.6.

- (p) To keep senior center dining area, entry area, and restrooms clean, sanitary, and uncluttered.
- (q) Center staff must complete required paperwork in a timely and correct manner. Guest logs and cash contribution sheets must be completed daily. Monthly reports must be received in the Nutrition Office by the 3rd working day after the end of the month.
- (r) To operate the center Monday-Friday except for 11 holidays during the year. Contractor shall notify ENOA of holidays to be taken. Any other center closings must be pre-approved by ENOA whose approval shall be documented by Contractor, in writing.
- (s) To provide Nutrition Education programs a minimum of 2 times per year. The program must be provided by a qualified individual as outlined in ENOA Nutrition Program policy 1.15. The program topic, presenter and their credentials must be recorded on the appropriate report.
- (t) The Center Manager is invited to attend the regularly scheduled Center Manager meetings. The Center Manager may be invited to attend any training meetings that ENOA may provide for skill development.

In carrying out the terms of this Contract, ENOA agrees to provide the following:

- (a) To provide meals which supply one-third of the DRI's and comply with the most recent Dietary Guidelines for Americans.
- (b) To provide paper products, cleaning supplies, coffee, tea, sugar, creamer, condiments, etc.
- (c) To provide training for senior center staff to improve job-related skills.
- (d) To provide nutrition education and recreational assistance to center staff upon request.
- (e) To provide administrative and technical assistance and monitor Contract compliance by:
 - 1) Reviewing reports and records, including required fiscal, submitted to ENOA as described in Contract.
 - 2) An annual senior center evaluation to evaluate Contractor's compliance with this Contract.
 - 3) Unannounced center evaluations and center visits by program administrative staff.
 - 4) Other activities as deemed necessary by ENOA Director.

ARTICLE III

TERM

This Contract shall be in effect for **one (1) year** from **July 1, 2021** through and including **June 30, 2022**.

ARTICLE IV

TERMINATION

a) Early termination may occur if:

- ENOA and the Contractor, by mutual written agreement, may terminate the Contract at any time.
- ENOA, in its sole discretion, may terminate the Contract for any reason upon 30 written notice to the Contractor. In the event of cancellation, the Contractor shall be entitled to payment, determined on a pro rata basis for products or services satisfactorily performed or provided

b) ENOA may terminate the Contract, in whole or in part, if the Contractor fails to perform its obligations under the Contract in a timely and proper manner. ENOA may, by providing a written notice of default to the Contractor, allow the Contractor to correct a failure or breach of Contract within a period of thirty (30) days.

c) ENOA may terminate the Contract, in whole or in part, in the event funding is no longer available. ENOA will give the Contractor written notice thirty (30) days prior to the effective date of any termination. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

ARTICLE VI

AUTHORIZED REPRESENTATIVE

The Executive Director of ENOA or designated representative shall be the authorized representative to monitor performance under this Contract. ENOA shall prescribe accounting systems for records and accounts and shall require progress reports of the activities and functions of Contractor. ENOA shall not be authorized to change any of the terms and conditions of the Contract. Such changes, if any, shall be accomplished only by a properly executed modification of this Contract in accordance with the terms and conditions of Article IX hereof.

ARTICLE VII

CONDITIONS

This Contract is subject to the following conditions. Please provide initials beside each condition to confirm acceptance:

- Accept & Initial a) Contractor shall maintain such records and accounts, including property, personnel and financial records as are deemed necessary to assure a proper accounting for all Contract expenses. All Contractor books, records, and documents regardless of physical form, including data maintained in computer files, relating to work performed or monies received under this Contract shall be subject to review or audit. Contractor shall maintain all records for five (5) years from the date of final payment. All records shall be maintained in accordance with generally accepted business practices.
- Accept & Initial b) Contractor shall submit such fiscal and programmatic progress reports as deemed necessary and requested by ENOA on all activities and functions of the Contract for which funds are received. These may include but are not limited to a monthly fiscal report and if required, a Contract completion report to be submitted within fifteen (15) days upon termination or completion of the Contract.
- Accept & Initial c) A representative from ENOA shall have the right to enter any premises where the Contractor duties under the Contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.
- Accept & Initial d) All materials and information provided by ENOA or acquired by the Contractor on behalf of ENOA shall be regarded as confidential information and shall be handled in accordance with Federal and State Law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by Contractor, Contractor shall notify ENOA immediately of said breach and take immediate corrective action.
- Accept & Initial e) Contractor shall give credit to ENOA for its technical assistance and its moral and financial support of the program in all publicity regarding this program, whether in the media, written communication, or public presentations.
- Accept & Initial f) The Contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the Eastern Nebraska Office on Aging (ENOA) from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of Contract.

Accept & Initial

g) The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the Contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

Accept & Initial

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the Contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the Contract shall have no contractual relationship with ENOA; they shall not be considered employees of ENOA.

Accept & Initial

h) All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers or its agents) shall in no way be the responsibility of ENOA. The Contractor will hold ENOA harmless from any and all such claims including, but not limited to ENOA's attorney's fees and expenses.

Accept & Initial

i) The Contractor warrants that all persons assigned to the project shall be employees of the Contractor and shall be fully qualified to perform the work required. Contractor agrees to have services performed by US Citizens or individuals lawfully authorized to derive income from employment in the US. Contractor covenants that it has not retained or employed any company or person, other than bona fide employees working for the Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach of this statement, ENOA shall have the right to annul Contract without liability.

Accept & Initial

j) The Contractor shall be responsible for the proper care and custody of any ENOA-owned property which is furnished for the Contractor's use during the performance of the Contract. The Contractor shall reimburse ENOA for any loss or damage of such property, normal wear and tear is expected.

Accept & Initial

k) For the duration of the Contract, all communication between Contractor and ENOA regarding the Contract shall take place between the Contractor and individuals specified by ENOA. Communication about the Contract between Contractor and individuals not designated as points of contact by ENOA is strictly forbidden.

Accept & Initial

l) Contractor or ENOA shall consent to enter into discussion at any time to review terms of this Contract should an evaluation suggest that program requirements necessitate a modification or change in center operations.

Accept & Initial

m) Contractor shall indemnify and hold ENOA harmless from and against: (1) any and all claims and causes of action arising from Contracts between the Contractor and third parties made to effectuate the purpose of this Contract and (2) any and all

claims, liabilities or damages arising from the preparation or presentation of any work covered by this Contract or any travel related thereto.

Accept & Initial

- n) The Contractor shall not commence work under this Contract until he or she has obtained ENOA a certificate of insurance coverage. ENOA shall be named as additional insured on all such insurance policies. In addition, notice of cancellation of any required insurance policy must be submitted when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

Contractor shall furnish ENOA with proof of insurance coverage on the following:

General Liability in the amount of \$2,000,000.

Personal Liability in the amount of \$1,000,000.

Medical Expenses (any one person) in the amount of \$5,000.

Workers' Compensation and Unemployment Insurance

Accept & Initial

- o) Contractor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by ENOA.

Accept & Initial

- p) The Contractor, by signature to the Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor shall immediately notify ENOA if, during the term of this Contract, Contractor becomes debarred. ENOA may immediately terminate this Contract by providing Contractor written notice if Contractor becomes debarred during the term of this Contract.

ARTICLE VIII

ASSIGNMENT

Contractor may not assign its rights under this Contract without the express prior written consent of ENOA.

ARTICLE IX

MODIFICATION

This Contract contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

GOVERNING LAW

This Contract agreement between ENOA and Contractor shall be interpreted and enforced in accordance with Nebraska Law. The parties further agree that any disputes by either or both parties hereto regarding this Contract agreement shall be filed in the District Court of Douglas County, Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Contract this _____ day of _____ 2021.

ATTEST:

CITY OF LA VISTA

By _____
Authorized Representative

Date _____

ATTEST:

**EASTERN NEBRASKA REGIONAL AGENCY
ON HUMAN SERVICES, EASTERN
NEBRASKA OFFICE ON AGING ("ENOA")**

By _____
Governing Board

Date _____

**CITY OF LA VISTA
LA VISTA COMMUNITY DEVELOPMENT AGENCY REPORT
MAY 4, 2021 AGENDA**

Subject:	Type:	Submitted By:
APPROVE PROFESSIONAL SERVICES AGREEMENT - REDEVELOPMENT AREA (CHILI'S BUILDING)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the execution of an agreement for professional services with Olsson, Inc. to provide project management, design, and construction phase services for demolition and site preparation of the Chili's building, other improvements located near the intersection of 84th Street and City Centre Drive in an amount not to exceed \$20,125.00

FISCAL IMPACT

The FY21/FY22 Biennial Budget provides funding for the proposed services.

RECOMMENDATION

Approval

BACKGROUND

Pursuant to the Redevelopment Plan for the 84th Street Redevelopment Area, as amended, the Agency entered into an initial agreement with Olsson Associates for professional services in connection with demolition and site preparation within the initial Redevelopment Project Area, as approved by the Community Development Agency on July 19, 2016 in an amount not to exceed \$180,000.00.

An additional agreement is proposed for design services, project management and construction phase services, not included in the 2016 agreement, for the demolition and site preparation of the existing Chili's building, and other improvements located near the intersection of 84th Street and City Centre Drive, as part of the ongoing effort to eliminate and prevent recurrence of the substandard and blighted 84th Street Redevelopment Area. Work is anticipated to commence upon relocation of the Chili's restaurant to Lot 5 of City Centre.

A detailed scope of services is included in the proposed agreement as on file with the City Clerk and available for review.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON, INC. TO PROVIDE PROJECT MANAGEMENT, DESIGN, AND CONSTRUCTION PHASE SERVICES, FOR DEMOLITION AND SITE PREPARATION OF THE CHILI'S BUILDING, AND OTHER IMPROVEMENTS LOCATED NEAR THE INTERSECTION OF 84TH STREET AND CITY CENTRE DRIVE IN AN AMOUNT NOT TO EXCEED \$20,125.00

WHEREAS, the Community Development Agency ("Agency") consisting of and governed by the Mayor and City Council of the City of La Vista has been created; and

WHEREAS, the City Council acting as the La Vista Community Development Agency desires to approve and enter into a professional services agreement with Olson Associates to provide design phase and construction phase engineering services.

WHEREAS, the professional services agreement has a not-to-exceed amount of \$20,125; and

WHEREAS, the FY21/fy22 Biennial Budget includes funding for the proposed services;

NOW THEREFORE, BE IT RESOLVED that the City Council acting as the La Vista Community Development Agency hereby approves the Agreement presented with this Resolution.

BE IT FURTHER RESOLVED that the City Administrator on behalf of the Agency, is authorized to execute the Agreement; and the City Administrator or her designee, to include the City Engineer, is authorized to take such further actions as she or he determines necessary or appropriate to carry out the actions approved herein.

PASSED AND APPROVED THIS 4TH DAY OF MAY, 2021.

LA VISTA COMMUNITY DEVELOPMENT
AGENCY

Douglas Kindig, Mayor
City of La Vista

ATTEST:

Pamela A. Buethe, CMC
City Clerk



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

Olsson Project #: T16-05460

April 29, 2021

La Vista Community Development Agency
Attn: Patrick M. Dowse
9900 Portal Road
La Vista, NE 68128

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Existing Chili's Demolition Additional Services (the "Project")
La Vista, NE

Dear Mr. Dowse:

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

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

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

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

SCHEDULE FOR OLSSON'S SERVICES

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

Anticipated Start Date: 5/4/2021

Anticipated Completion Date: 8/1/2021

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

If Anticipated Start Date and Completion Dates are not provided, Olsson shall work to follow a mutually agreed upon schedule at project commencement. Olsson's schedule shall not begin until Olsson has received a signed Proposal from Client and enough design information to begin our Work.

COMPENSATION

Fixed Fee Phases: Client shall pay to Olsson for the performance of the Scope of Services a fixed fee as outlined in the Scope of Services attached hereto. Olsson's reimbursable expenses for this project are included in the lump sum. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Hourly Plus Expense Phases: Client shall pay to Olsson for the performance of the Scope of Services and the actual time of personnel performing such services. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

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

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 15 days from the date set forth above, unless changed by us in writing.

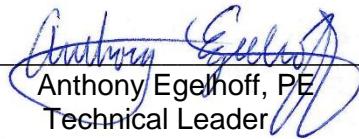
OLSSON, INC.

By



Eric Williams
Design Technical Manager

By



Anthony Egelhoff, PE
Technical Leader

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

LA VISTA COMMUNITY DEVELOPMENT AGENCY

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

Scope of Services
Rate Schedule
General Provisions

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated **April 29, 2021** between **La Vista Community Development Agency** ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

GENERAL

Olsson shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

SCOPE OF SERVICES

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

PHASE 1 INFRASTRUCTURE - PROJECT MANAGEMENT

Project Management

This work shall consist of overall management and coordination of the project team, coordination with Client and preparation of progress reports and invoices in accordance with Client requirements. To ensure the success of this project Olsson shall appoint one primary contact for the Project. In addition to the above this project manager shall be responsible for:

- Ensuring the Project remains on schedule.
- Providing clear communication to the Client throughout the project.
- Scheduling all project related meetings.
- Coordination amongst all Olsson sub-teams and/or sub-consultants.
- Scheduling quality assurance reviews prior to product delivery.

DESIGN SERVICES

Final Construction Documents

Upon approval of the preliminary construction documents Olsson shall prepare final construction documents for the site preparation. Plans shall be prepared in accordance with standards set forth by the local government agencies and the Client's design criteria. Plans shall include the following:

- Demolition Plan: Shall show existing structures, utilities and vegetation to be removed.
- Mass Grading Plan: Shall include contours at one-foot intervals and spot elevations in low and high areas.
- SWPPP Plan: Design an erosion and sediment control plan which shall meet the requirements of the State NPDES Permit and local agency requirements and which shall include BMP's such as silt fence, construction entrances, sediment basins, etc.

- Construction Details: Shall include miscellaneous construction details required to construct the Project.
- Construction Specifications: Shall reference City of Omaha Standards and shall be in the form of notes on the plans.
- Hazardous Materials Information:
 - The Construction Documents shall incorporate information relating to the mitigation/abatement of any hazardous materials present on the site, including, but not limited to, asbestos, lead, etc.

Hazardous Materials Survey

Olsson will coordinate with Contractor, B2E for Hazardous Materials Survey:

- Perform a hazardous materials survey at the above referenced building to identify the types of waste generated during demolition/renovation. B2E will provide estimated quantities, maps, and recommendations in the Hazardous Materials Report. B2E will work any schedule desired by client.
- B2E will perform a NESHAP Pre-Demolition/Renovation asbestos inspection to determine presence of asbestos-containing materials (ACM) located within the site buildings. Suspect materials to include roofing will be sampled utilizing a 48 hour turnaround time, unless otherwise directed. B2E is not responsible for patching the roof after sample collection. B2E will arrange for a roof contractor to repair sample locations. Client to provide access to the roof. Interior areas of equipment and electrical systems will not be sampled due to safety concerns. Survey work will be conducted by Nebraska-licensed inspectors. Samples will be analyzed by EMSL Analytical, Inc. (NVLAP lab #101048-0) using polarized light microscopy (PLM)
- B2E will perform in-situ paint sampling of predominant colors/substrates to identify lead-based painted components.
- B2E will perform a visual inspection to identify hazardous waste (listed and characteristic). Materials include PCB's, PCB's in caulk, mercury, universal waste, ozone depleting substances. PCBs in caulk will be sampled.

CONSTRUCTION SERVICES

On-Site Construction Administration

- Pre-Construction Conference: Conduct a pre-construction conference with the Client, Owner, Contractor, Engineer, Surveyor, testing company, and construction observation team.
- Review Contractor's Submittals: Review Contractor submittals, for equipment, materials, and construction. All requests for variations from the contract documents will be reviewed with the Client before issuing an approval to the Contractor.
- Pay Requests: Review and process the Contractor's payment requests, and forward to the Client for payment.
- Project Modifications: Coordinate the preparation of any changes through the issuance of field orders, work change directives, or change orders that are agreed upon.
- Document Interpretation and Clarification: Provide interpretation and clarification of contract documents for the Client and General Contractor.
- Site Visits: Conduct visits to the construction site to observe progress of the work and to consult with the Client and Contractor on items relating to the project.

- Substantial Completion: Upon receipt of written notification from the Contractor of substantial completion, schedule a walk through to identify items to be completed or corrected prior to accepting substantial completion.
- Final Completion Walk Through: In the company of the Client and Contractor, conduct a final completion walk through to identify items requiring completion or correction prior to final payment.
- Project Closeout: Coordinate appropriate information relating to final closeout of the project including a final set of record drawings for distribution as well as securing all necessary documentation allowing for processing of final payment.

On-Site Construction Observation

- Olsson shall furnish a Construction Observer on a part time basis in observing performance of the work of Contractor during the construction period.
- Shop Drawings and Samples: Record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by Contractor, and notify the Engineer of availability of samples for examination. Advise the Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the Engineer has not approved the submittal.
- Review of Work, Rejection of Defective Work, Observations and Tests: Conduct on-site observations of the work in progress to assist the Engineer in determining if the work is, in general, proceeding in accordance with the Contract Documents.
- Accompany visitors representing public or other agencies having jurisdiction over the Project, record the results of their observations and report to the Engineer.
- Interpretation of Contract Documents: Report to the Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.
- Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to the Engineer.
- Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.

Survey Post Verification

- (Post) Topographic features shall be surveyed to create a surface represented by 1 foot contours for post construction verification purposes.

Special Inspections / Testing

- Fill Placement / Site Development: Olsson will obtain samples of materials proposed for use as structural fill for laboratory testing. Laboratory testing, including Standard Proctors and Atterberg Limits Tests, will be performed to classify and determine physical properties of the proposed fill materials. Olsson will observe the exposed subgrade within the construction limits to document unsuitable soils have been removed and to identify unstable areas that require additional excavation prior to fill placement. Olsson will observe and perform compaction tests on the structural fill placed during site development activities.
- Construction Staking: Olsson will establish, verify and maintain horizontal and vertical control points as needed. Stake limits of construction. Olsson will provide periodic grade stakes to verify accuracy with the Contract Documents.

Exclusions

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

- Items not specifically included in the Scope of Services above.
- City of Omaha Grading Permit (site is less than 1.0 ac)
- SWPPP Inspections (covered under the overall development)

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

COMPENSATION

Phase	Task Description	Fee Amount	Fee Type
PHASE 1 INFRASTRUCTURE - PROJECT MANAGEMENT			
200	Project Management	\$ 750.00	Hourly ⁽¹⁾ Not to Exceed
	Sub-Total⁽¹⁾	\$ 750.00	
DESIGN SERVICES			
300	Final Construction Documents	\$ 5,000.00	Hourly ⁽¹⁾ Not to Exceed
310	Hazardous Materials Survey (Contractor)	\$ 1,375.00	Lump Sum
	Sub-Total⁽¹⁾	\$ 6,375.00	
CONSTRUCTION SERVICES			
500	On-Site Construction Administration	\$ 1,750.00	Hourly ⁽¹⁾ Not to Exceed
540	On-Site Construction Observation	\$ 6,250.00	Hourly ⁽¹⁾ Not to Exceed
545	Survey Post Verification	\$ 3,500.00	Hourly ⁽¹⁾ Not to Exceed
550	Special Inspections / Testing	\$ 1,500.00	Hourly ⁽¹⁾ Not to Exceed
	Sub-Total	\$ 13,000.00	
TOTAL CONTRACT		\$ 20,125.00	

(1)Anticipated total project fee for hourly phase of proposal. Final compensation may vary depending on amount of actual work requested.

Olsson Billing Rate Schedule
2021 Labor Rates

<u>Description</u>		<u>Range</u>
Principal	129.00	- 388.00
Project Manager	120.00	- 233.00
Project Professional	98.00	- 217.00
Assistant Professional	67.00	- 155.00
Designer	90.00	- 188.00
CAD Operator	54.00	- 119.00
Survey	52.00	- 166.00
Construction Services	43.00	- 233.00
Administrative/Clerical	41.00	- 159.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated April 29, 2021 between La Vista Community Development Agency ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

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

SECTION 1—OLSSON'S SCOPE OF SERVICES

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

SECTION 2—ADDITIONAL SERVICES

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

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

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

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

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

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

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

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

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

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

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

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

2.2.12 Preparation of operating and maintenance manuals.

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

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

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

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

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

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

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

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

SECTION 3—CLIENT'S RESPONSIBILITIES

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

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

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

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

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

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

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

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

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

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

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

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

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

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

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

3.8 Client shall bear sole responsibility for:

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

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

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

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

harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

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

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

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

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

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

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

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

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

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with

diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

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

SECTION 5—TERMINATION

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

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

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

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

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

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any

fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

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

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

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

professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

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

7.3 Opinion of Probable Cost

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

in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

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

7.5 Samples

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

7.6 Standard of Care

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

7.7 Force Majeure

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

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in

employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

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

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

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

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

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

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

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

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

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

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and

photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

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

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

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

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

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

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous

Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

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

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

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

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

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

7.11 Controlling Law and Venue

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

7.12 Subconsultants

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

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

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

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

7.14 Indemnity

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

7.15 Limitation on Damages

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

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s)

or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

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

7.16 Entire Agreement

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

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 4, 2021 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE ROTARY 2-POST LIFTS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing the purchase of two (2) Rotary 12,000 lb. 2-Post Lifts from Danielson Tech Supply, Omaha, NE, for amount not to exceed \$17,760.00.

FISCAL IMPACT

The FY21/FY22 Biennial Budget provides funding for this proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

The Public Works Department has two in-ground vehicle hoists. Both of the hoists are now inoperable, the one hoist cannot be repaired, the second hoist would cost approximately \$4000 - \$6000 to repair, with no guarantee of the life span on the entire unit. Staff recommends the replacement of two in ground hoists with surface mounted rotary lifts. Having the lifts out of a in-ground pit eliminates the constant exposure to moisture, salt and other corrosive materials.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF TWO (2) ROTARY 12,000 LB 2-POST LIFTS FROM DANIELSON TECH SUPPLY, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$17,760.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of two (2) rotary lifts is necessary; and

WHEREAS, The FY21/FY22 Biennial Budget provides funding for this proposed purchase.

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 purchases over \$5,000;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of two (1) Rotary 12,000 lb 2-post lifts from Danielson Tech Supply Omaha, Nebraska in an amount not to exceed \$17,760.00.

PASSED AND APPROVED THIS 4TH DAY OF MAY 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



Danielson / Tech Supply, Inc. • 10322 Sapp Bros. Drive • Omaha, NE • (402) 896-3200 • (800) 237-9087

21-9456

April 12, 2021

Bill To:

City of LaVista
9900 Portal Road
LaVista, NE 68128
402-331-8927
Attn: Ray Crane

Ship To:

SAME

Rotary 12,000 lb 2 Post Lift Quote

Qty	Item	Description	Unit Price	Line Total
2	SPO12N7T5	Rotary 12,000lb. Two Post Symmetrical Lift with 3 Stage Arms Front & Rear with Height Extensions and Adapters	\$6,950.00	\$13,900.00
2 Set	FJ6225	Rotary Round Adapters	\$330.00	\$660.00
2	H32	Hydraulic Oil	\$80.00	\$160.00
2		Installation Less Electrical work and Shim Plates if needed.	\$1,250.00	\$2,500.00
		Does not include any costs to remove existing lifts.		
Subtotal				\$17,220.00
Estimated Freight				\$540.00
Estimated Sales Tax				Exempt
Total				\$17,760.00

Accepted By: _____ Date: _____

Proposed By: Bob Munger Date: April 12, 2021

Thank you for the opportunity to earn your business!

Please see page 2 for Standard Terms & Conditions

Terms & Conditions

1. Sales Tax if applicable is additional unless itemized separately.
2. All Prices and terms are valid for at least 30 days. After 30 days, quotations are subject to review before acceptance.
3. Orders cannot be cancelled or altered without Danielson/Tech Supply, Inc. consent and may be subject to additional fees.
4. A service charge of 1 ½ Percent per month will apply to all amounts not paid within terms of sale.
5. The Standard limited warranty and suitability for a particular purpose are strictly those of the manufacturer. Any warranties expressed and implied other than the manufacturers are invalid unless written and included as part of this quotation. Neglect, wear, abuse and corrosion are not covered by any warranty. The solution to all warranties is the repair and/or replacement at the option of the manufacturer.
6. All prices exclude freight, delivery, unloading and installation unless specifically included.
7. Credit application must be completed and approved before any credit is extended.
8. Indemnification: The customer, by acceptance of this proposal, agrees to indemnify and hold Danielson/Tech Supply, Inc. harmless from all liability direct or indirect for any claims for damages in which Danielson/Tech Supply, Inc. may be involved affecting the material herein specified and to defend all suits against Danielson/Tech Supply, Inc. involving such claims.
9. Delivery stated is based upon current schedules and are contingent upon strikes, accidents, fires and all causes beyond our control.
10. Typographical errors and extensions are subject to correction.
11. All installation performed by Danielson/Tech Supply, Inc. carries a 1 year warranty on defective material and/or workmanship. Neglect, wear, abuse, corrosion are non warranty conditions and are not covered.
12. Excavation is quoted based upon normal soil and weather conditions. All extra excavation and removal of debris done will be invoiced at cost plus 12%. This would cover rock, sewer, electrical and telephone lines, cave-in, water accumulation, etc.
13. Suitability of soil conditions has not been examined and therefore we cannot determine longevity of lift components. Soil tests can be performed at additional costs, if desired.
14. Contaminated soil may be present if removing an old lift. Costs involved in cleanup to EPA and State Standards will be additional at cost plus 12%.
15. All installation prices exclude electrical wiring and hook-up unless specifically included. Lack of electrical power at time of installation will result in additional charges.
16. A 5,000-lb. forklift, to be supplied by the customer, will be required on equipment shipped to a job location unless otherwise specified.
17. Concrete floors not meeting manufacturer's minimum specifications will result in additional charge.
18. All installation prices exclude air to product and hook-up unless specifically included. Lack of air at the time of installation will result in additional charges.

Initial: _____

Date: _____