

LA VISTA CITY COUNCIL MEETING AGENDA

June 7, 2022

6:00 p.m.

Harold "Andy" Anderson Council Chamber

La Vista City Hall

8116 Park View Blvd

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

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 May 17, 2022 City Council Meeting**
3. **Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Central Park Improvements – \$6,933.00**
4. **Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Central Park Improvements – \$6,030.00**
5. **Request for Payment – HDR Engineering – Professional Services – Project Management for Public Improvements – \$1,354.61**
6. **Request for Payment – RDG Planning & Design – Professional Services – Placemaking Phase 1 – \$77,155.54**
7. **Request for Payment – Sampson Construction – Construction Services – Offstreet Parking District No. 2, Structure No. 2 - \$510,006.00**
8. **Approval of Claims**

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

B. Ordinance – Bond Issuance – Tax Supported Improvement Bonds, Series 2022

C. 2023-2027 Capital Improvement Program

1. **Public Hearing**
2. **Resolution – Adoption of 2023-2027 Capital Improvement Program**

D. Resolution – Public Parking Services – Extend Professional Services Agreement with ABM Industry Groups

E. Resolution – Authorize Agreement – Special Inspections & Materials Testing (The Link)

F. Upgrade, Expand and Segregate City Wi-Fi Network

1. **Resolution – Purchase & Installation of Networking Equipment**
2. **Resolution – Approval of Business Service Agreements**

G. Resolution – Award Bid – 84th Street Intersection Improvements

H. Resolution – Award Bid – Central Park Access Road – Park View Blvd Connection Project

I. Executive Session – Personnel

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

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

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MINUTE RECORD

A-2

No. 729 — REDFIELD DIRECT E2106195KV

LA VISTA CITY COUNCIL MEETING May 17, 2022

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on May 17, 2022. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Quick, Frey, Hale, and Sell. Also in attendance were, City Attorney McKeon, City Administrator Gunn, Chief of Police Lausten, Director of Public Works Soucie, Director of Administrative Services Pokorny, Library Director Barcal, Recreation Director Stopak, City Engineer Dowse and Deputy City Clerk Anderson.

A notice of the meeting was given in advance thereof by publication in the Papillion Times on May 4, 2022. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

PROCLAMATION – NATIONAL PUBLIC WORKS WEEK

Mayor Kindig proclaimed May 15 – 21, 2022 as National Public Works Week and presented the proclamation to Public Works staff.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE MAY 3, 2022 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE MAY 5, 2022 PLANNING COMMISSION MEETING
4. MONTHLY FINANCIAL REPORT – MARCH 2022
5. REQUEST FOR PAYMENT – CITY CENTRE MUSIC VENUE, LLC & ASTRO THEATER, LLC – DISBURSEMENT OF EDP AWARD FUNDS – \$636,290.65
6. REQUEST FOR PAYMENT – DESIGN WORKSHOP, INC – PROFESSIONAL SERVICES – LA VISTA 84TH STREET BRIDGE – \$14,620.00
7. REQUEST FOR PAYMENT – HEIMES CORPORATION – CONSTRUCTION SERVICES – THOMPSON CREEK – CENTRAL PARK EAST – \$262,699.92
8. REQUEST FOR PAYMENT – SAMPSON CONSTRUCTION – CONSTRUCTION SERVICES – OFFSTREET PARKING DISTRICT NO. 2, STRUCTURE NO. 2 – \$421,444.00
9. REQUEST FOR PAYMENT – OLSSON, INC – PROFESSIONAL SERVICES – CHILI'S DEMOLITION ADDITIONAL SERVICES – \$613.00
10. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – LA VISTA CITY CENTER PARKING STRUCTURE 2 – \$23,850.00
11. REQUEST FOR PAYMENT – OLSSON, INC – PROFESSIONAL SERVICES – CITY CENTRE GEOTECHNICAL LOTS 13 & 14 – \$5,900.00
12. REQUEST FOR PAYMENT – FELSBURG, HOLT & ULLEVIG – PROFESSIONAL SERVICES – 84TH STREET SIGNAL IMPROVEMENTS – \$3,835.00
13. REQUEST FOR PAYMENT – OLSSON, INC – PROFESSIONAL SERVICES – LA VISTA CITY CENTRE PHASE 1 PUBLIC INFRASTRUCTURE – \$2,816.25
14. REQUEST FOR PAYMENT – HDR ENGINEERING – PROFESSIONAL SERVICES – PROJECT MANAGEMENT FOR PUBLIC IMPROVEMENTS – \$1,833.81

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15. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL SERVICES – LAND USE & MARKET ANALYSIS –

\$2,000.00

16. APPROVAL OF CLAIMS

4 SEASONS AWARDS, services	56.90
AA WHEEL & TRUCK SUPPLY INC, maint.	80.81
ACTIVE NETWORK LLC, services	17.01
ALFRED BENESCH & CO, services	1,456.00
AMAZON, supplies	931.66
AMERICAN LEGAL PUBLISHING CO, services	4,414.00
ANDERSON AUTO GROUP, services	57,940.00
A-RELIEF, services	96.00
BACON LETTUCE CREATIVE, services	2,900.00
BEACON ATHLETICS LLC, supplies	200.00
BERGANKDV LLC, services	10,400.00
BIG RED LOCKSMITHS, bld&grnds	90.00
BISHOP BUSINESS EQUIPMENT, services	1,956.36
BIZCO INC, services	95.16
BRIAN SMILES, services	300.00
BUETHE, P., refund	59.50
BUILDERS SUPPLY CO, supplies	290.00
CCAP AUTO LEASE LTD, services	449.00
CENTURY LINK/LUMEN, phones	166.52
CINTAS CORP, services	17.22
CITY OF PAPILLION, services	233,475.00
COMP CHOICE INC, services	1,368.22
CONSOLIDATED MGMT, services	314.72
COX COMMUNICATIONS INC, services	170.15
CULLIGAN OF OMAHA, bld&grnds	80.75
CUMMINS CENTRAL POWER, bld&grnds	761.31
D & K PRODUCTS, supplies	4,218.36
DATASHIELD CORP, services	180.00
DELL MARKETING L.P., services	57,088.56
DEMCO INC, supplies	359.57
ECHO GROUP INC, bld&grnds	445.73
ESRI INC, services	3,100.00
EYMAN PLUMBING INC, services	4,197.51
FAC PRINT & PROMO CO, supplies	659.00
FASTENAL CO, apparel	5.24
FH BLACK & CO INC, services	7,863.75
FIRESPRING PRINT INC, services	648.04
FIRST STATE BANK, services	2,137.23
FITZGERALD SCHORR BARMETTLER, services	27,820.20
FUN SERVICES, services	4,416.00
GALE, books	23.99
GRAINGER, bld&grnds	189.64
GREAT PLAINS COMMUNICATION, services	777.60
GT DISTRIBUTORS INC, services	399.88
GUARDIAN ALLIANCE TECH, services	682.00
H & H CHEVROLET LLC, maint.	756.00
HARM'S CONCRETE INC, services	227.50
HAYES, REBEKAH, services	900.00
HEIMES CORP, services	284.02
HITOUCH BUSINESS SERVICES, supplies	207.24
HOTSY EQUIPMENT CO, supplies	105.95
HY-VEE INC, services	65.00
INDUSTRIAL SALES CO INC, maint.	14.26
INGRAM LIBRARY SERVICES, books	1,897.13
J & J SMALL ENGINE, maint.	242.49
JAMES BALLARIN, services	1,800.00
JOCHIM PRECAST CONCRETE CO, services	2,500.00

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JOSH HOYER, services	4,250.00
JUSTIN KOFOED LLC, services	300.00
K ELECTRIC, bld&grnds	2,294.27
KANOPIY INC, services	100.00
KINDIG, D., travel	161.08
KRIHA FLUID POWER CO INC, maint.	130.40
LARSON, C., supplies	120.00
LOGAN CONTRACTORS, supplies	808.21
LOGO LOGIX EMBROIDERY, apparel	47.65
LOU'S SPORTING GOODS, supplies	1,332.00
LOWE'S, bld&grnds	236.49
MAINTAINX INC, services	1,950.00
MATT COX (BAND), services	2,100.00
MENARDS-RALSTON, bld&grnds	1,205.68
METRO COMM COLLEGE, services	12,410.35
MID-AMERICAN BENEFITS INC, services	3,081.96
MIDWEST TAPE, media	25.09
MILLARD METAL SERVICES, bld&grnds	55.00
MOSS ADAMS, services	13,073.63
MOTOROLA SOLUTIONS INC, services	502.04
MSC INDUSTRIAL, maint.	170.58
NATIONAL LEAGUE OF CITIES, services	1,604.00
NDEE SWIMMING POOLS, services	120.00
NE DMV, services	13.20
NE DEPT OF REVENUE, lottery	90,213.00
NE LAW ENFORCEMENT, services	625.00
NE LIBRARY COMMISSION, services	2,093.91
NE STATE FIRE MARSHAL, bld&grnds	324.00
NEBRASKALAND TIRE INC, maint.	984.16
NICHE ACADEMY LLC, services	1,600.00
NL & L CONCRETE, services	85,353.88
OCLC INC, services	328.88
OFFICE DEPOT INC, supplies	116.38
OPPD, utilities	15,579.71
OMAHA TENT CO, services	6,451.50
OMAHA WINNELSON SUPPLY, bld&grnds	1,039.13
OMNI ENGINEERING, maint.	298.77
ONE CALL CONCEPTS INC, services	328.12
O'REILLY AUTO PARTS, maint.	1,431.53
PAPILLION RECREATION, services	1,628.00
PAPILLION SANITATION, bld&grnds	1,620.24
PAYROLL MAXX, payroll & taxes	386,571.60
PER MAR SECURITY, services	137.01
PITNEY BOWES, postage	1,388.00
RDG PLANNING & DESIGN, services	110,897.22
READY MIXED CONCRETE CO, services	5,082.01
REGAL AWARDS INC, services	2,114.81
RESOURCE RENTAL CENTER INC, services	1,388.00
ROBERT HALF, services	7,588.13
ROWMAN & LITTLEFIELD PUBLISHING, books	55.24
RTG BUILDING SERVICES INC, bld&grnds	6,665.00
SCHOOL OF ROCK OMAHA, services	900.00
SIGN IT, services	399.00
SITE ONE LANDSCAPE, supplies	37.87
SOUTHERN UNIFORM & EQUIPMENT, apparel	99.00
SOUTHERN UNIFORM & TACTICAL, apparel	3,847.65
STRATEGIC GOV'T RESOURCES INC, services	6,311.70
SUBURBAN NEWSPAPERS INC, services	371.47
SUN COUNTRY DISTRIBUTING, supplies	97.16
THE COUNCIL OF STATE GOV'TS, books	112.50
THE SCHEMMER ASSOCIATES INC, services	380.00

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THE UNIVERSITY OF NE MED CTR, services	1,350.00
THOMPSON DREESSEN & DORNER INC, services	15,874.30
TORNADO WASH LLC, services	385.00
TRANS UNION RISK, services	75.00
TREMCO PRODUCTS INC, services	530.90
TROUT, DONNA L, services	2,000.00
UNITE PRIVATE NETWORKS LLC, services	4,400.00
UNITED PARCEL, services	20.36
UNITED STATES POSTAL SERVICE, postage	3,098.55
US BANK NATIONAL ASSOC, services	15,505.14
USBORNE BOOKS & MORE, books	535.51
VAL VERDE ANIMAL HOSPITAL INC, services	121.17
VERIZON CONNECT NWF INC, phones	615.22
VERIZON WIRELESS, phones	365.75
VR GAME TRUCK NE, services	1,723.00
WESTLAKE HARDWARE INC, bld&grnds	1,626.08
WHITE CAP LP, supplies	33.39
WOODHOUSE FORD OF OMAHA, maint.	69.79
WOODHOUSE FORD-BLAIR, maint.	432.88

Councilmember Thomas made a motion to approve the consent agenda. Seconded by Councilmember Hale. Councilmember Quick reviewed the bills and stated everything was in order. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Frey, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Director of Public Works Soucie provided an update on the swimming pool.

Recreation Director Scott Stopak reported on activities at the Recreation Center.

Library Director Barcal handed out summer plan calendars.

Chief of Police Lausten reported on the law enforcement appreciation lunch May 18, 2022 at the La Vista Police Department and the Police Academy graduation on May 27, 2022.

GROW SARPY – FIRST QUARTER REPORT

Josh Charvat with Grow Sarpy presented the first quarter report.

B. RESOLUTION – TRANSFER OF OWNERSHIP – POLICE K-9

Councilmember Sell introduced and moved for the adoption of Resolution No. 22-046 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO RETIRE POLICE SERVICE DOG VINNY FROM THE LA VISTA POLICE DEPARTMENT AND ENTRUSTING POLICE SERVICE DOG VINNY TO THE CARE AND OWNERSHIP OF MIKE LOYD.

WHEREAS, PSD "VINNY" has rendered faithful and dedicated service to the City of La Vista; and

WHEREAS, PSD "VINNY" is retiring; and

WHEREAS, his handler, Police Officer Mike Loyd has offered to provide PSD "VINNY" a permanent retirement home and assume all of the responsibilities accompanying pet ownership;

WHEREAS, Mike Loyd has made arrangements for a private donor to purchase a replacement K9 in the amount of \$10,000.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, resolves that PSD "VINNY" be retired from active service with the La Vista Police Department; and the Mayor is authorized to enter into an agreement transferring care and custody of PSD "VINNY" to Mike Loyd. A copy of the agreement is attached hereto as Exhibit A and incorporated by this reference.

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

C. PLANNED UNIT DEVELOPMENT AMENDMENT – LOTS 23-26 SOUTHPORT & A PORTION OF LOT 1 SOUTHPORT WEST REPLAT 4

1. PUBLIC HEARING

At 6:25 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the proposed Planned Unit Development Amendment. Jeff Lake with Summit Development Company gave an overview of the project.

At 6:39 p.m. Councilmember Sell made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Frey and Sell. Nays: None. Abstain: Hale. Absent: None. Motion carried.

2. RESOLUTION

Councilmember Thomas introduced and moved for the adoption of Resolution No. 22-047 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING A PLANNED UNIT DEVELOPMENT (PUD) SITE PLAN AMENDMENT FOR LOTS 23-26, SOUTHPORT WEST, AND LOT 1 SOUTHPORT WEST REPLAT FOUR, LOCATED IN THE SE 1/4 OF SECTION 18, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above-described property have applied for approval of a PUD Site Plan Amendment for Lots 23-26 Southport West, and Lot 1 Southport West Replat Four; and

WHEREAS, the Deputy Community Development Director and the City Engineer have reviewed the PUD Site Plan Amendment; and

WHEREAS, the La Vista Planning Commission held a public hearing on May 5, 2022, and voted unanimously to recommend approval of the PUD Site Plan Amendment; and

WHEREAS, the PUD Site Plan Amendment request is consistent with the Comprehensive Plan and the Zoning Ordinance;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the PUD Site Plan Amendment presented at this meeting for Lots 23-26 Southport West, and Lot 1 Southport West Replat Four, located in the Southeast 1/4 of Section 18, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, generally located south of Southport Parkway between Giles Road and S. 125th Street, be, and hereby is, approved, subject to completion of all requirements and conditions specified in the Planning Division Recommendation Report included with this agenda item to the satisfaction of the City Administrator, City Engineer, or her or his designee.

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

D. CONDITIONAL USE PERMIT – LOT 1 – SOUTHPORT WEST REPLAT NINE

1. PUBLIC HEARING

At 6:40 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the proposed Conditional Use Permit.

At 6:43 p.m. Councilmember Sell made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Frey and Sell. Nays: None. Abstain: Hale. Absent: None. Motion carried.

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2. RESOLUTION

Councilmember Quick introduced and moved for the adoption of Resolution No. 22-048 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR CUMMING INVESTMENTS, INC TO ALLOW FOR A HOTEL, SPECIFICALLY HOME2 SUITES HOTEL, ON LOT 2, SOUTHPORT WEST REPLAT NINE.

WHEREAS, Cumming Investments, Inc has applied for a Conditional Use Permit for to allow for the construction and operation of a hotel, specifically Home2 Suites Hotel, on Lot 2, Southport West Replat Nine, located southwest of the intersection of Giles Road and Southport Parkway; and

WHEREAS, the La Vista Planning Commission has reviewed the application and recommends approval; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a Conditional Use Permit for such purposes, subject to the following conditions:

1. Approval of Southport West Replat Nine and related Subdivision Agreement.
2. Satisfactory completion of design review process and update of Conditional Use Permit exhibits, prior to recording of the Conditional Use Permit and submittal for building permit.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, with such modifications that the City Administrator or City Attorney may determine necessary or advisable, for Cumming Investments, Inc. to allow for a hotel, specifically Home2 Suites Hotel, on Lot 2, Southport West Replat Nine.

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

E. RESOLUTION – APPROVE FIRST AMENDMENT – SARPY COUNTY AND CITIES WASTEWATER AGENCY – FY2021-2022 BUDGET

Councilmember Sheehan introduced and moved for the adoption of Resolution No. 22-049 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE FIRST AMENDMENT TO THE SARPY COUNTY AND CITIES WASTEWATER AGENCY FY2021-2022 BUDGET.

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

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

WHEREAS, pursuant to Section IX of the Agreement, the Agency Board approved the First Amendment to the FY2021-2022 Budget on April 27, 2022; and

WHEREAS, the City Council deems it appropriate and advisable to approve the First Amendment to the FY2021-2022 Budget which has been approved by the Agency Board and is attached to this Resolution as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the City Council of La Vista, Nebraska that the First Amendment to the FY2021-2022 Amendment Budget is hereby approved.

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

F. RESOLUTION – APPROVAL OF SARPY COUNTY AND CITIES WASTEWATER AGENCY FY2022-2023 BUDGET

Councilmember Thomas introduced and moved for the adoption of Resolution No. 22-050 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY PROPOSED FY2022-2023 BUDGET.

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

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

WHEREAS, pursuant to Section IX of the Agreement, the Agency Board approved the proposed FY2022-2023 Budget, which was approved by the Agency Board at the Agency's Board Meeting on April 27, 2022; and

WHEREAS, the City Council deems it appropriate and advisable to approve the proposed FY2022-2023 Budget which has been approved by the Agency Board.

NOW, THEREFORE, BE IT RESOLVED by the City Council of La Vista, Nebraska that the proposed FY2022-2023 Budget is hereby approved.

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

G. RESOLUTION – APPROVE THIRD AMENDMENT TO INTERLOCAL AGREEMENT – SARPY COUNTY AND CITIES WASTEWATER AGENCY

Councilmember Quick introduced and moved for the adoption of Resolution No. 22-051 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE THIRD AMENDMENT TO THE INTERLOCAL AGREEMENT CREATING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY

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

WHEREAS, pursuant to Sections XVII and XVIII(D) of the Formation Interlocal, the Formation Interlocal may be amended by a written amendment by the governing bodies of all Members of the Agency, and the approval of resolutions adopting the terms of such amendment by the governing body of each Member; and

WHEREAS, the Agency Board discussed the proposed Third Amendment to Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency attached hereto as Exhibit A (the "Third Amendment"), and subsequently deemed it appropriate and advisable to approve the Third Amendment and to submit the same to the governing body of each Agency Member for approval and execution

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NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska do hereby approve the Third Amendment to the Interlocal Agreement creating the Sarpy County and Cities Wastewater Agency.

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

H. RESOLUTION – APPROVAL OF SARPY COUNTY AND CITIES WASTEWATER AGENCY REVISED GROWTH MANAGEMENT PLAN

Councilmember Thomas introduced and moved for the adoption of Resolution No. 22-052 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE REVISED GROWTH MANAGEMENT PLAN AND RELATED POLICIES AND PROCEDURES FOR THE SARPY COUNTY AND CITIES WASTEWATER AGENCY.

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. Section 13-801 et. seq., Sarpy County and the Cities of Papillion, Bellevue, Springfield, Gretna and La Vista (each a "Member") entered into an agreement (as amended, the "Formation Interlocal"), and formed an interlocal agency called the Sarpy County and Cities Wastewater Agency (the "Agency"); and

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

WHEREAS, the Agency Board approved the Growth Management Plan (as amended, the "Growth Management Plan") that prioritizes areas of land development and growth and serves as a necessary step in the development of a master plan within parts of the Agency's Jurisdiction, located in southern portions of Sarpy County south of the hydrological ridgeline, and excluding any area within the corporate boundaries or extraterritorial or other jurisdiction of the City of La Vista. The Agency Board further approved certain policies and procedures that are intended to implement and enforce the revised Growth Management Plan, attached as EXHIBIT A (the revised "GMP Policies").

WHEREAS, certain actions of the Agency Board require approval of the Members. The Members previously approved the revised Growth Management Plan, and the Agency Board has submitted the revised GMP Policies to the Members for approval.

NOW, THEREFORE BE IT RESOLVED, that neither the revised Growth Management Plan nor the revised GMP Policies, nor any part thereof, shall apply to or within the City of La Vista or any area within the corporate boundaries or extraterritorial or other jurisdiction of the City of La Vista, as such corporate boundaries or jurisdiction from time to time may be adjusted.

BE IT FURTHER RESOLVED that the recitals above and the attached exhibit are incorporated into this Resolution by reference.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska do hereby approve the Revised Growth Management Plan and related policies and procedures for the Sarpy County and Cities Wastewater Agency.

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

COMMENTS FROM THE FLOOR

There were no comments from the floor.

MINUTE RECORD

May 17, 2022

No. 729 -- REDFIELD DIRECT E2106195KV

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Sell congratulated Adam Branting, Staff Writer with The Papillion Times on his recent award.

Councilmember Frederick inquired about the status of the dog park. City Administrator Gunn responded saying additional things need to be done to make the dog park permanent.

Councilmember Hale mentioned the 1 year anniversary of Ryan Larsen missing.

Mayor Kindig asked for a moment of silence for Ryan Larsen.

At 6:55 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Frey, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 7TH DAY OF JUNE 2022.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Patricia Anderson
Deputy City Clerk



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

INVOICE

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

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

CITY OF LA VISTA
PAT DOWSE
9900 PORTAL ROAD
LA VISTA, NE 68128

Invoice number 150432
Date 05/19/2022
Project 0171-422 CENTRAL PARK
IMPROVEMENTS

Professional Services from April 11, 2022 through May 08, 2022

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Task 1 - Topographic Survey	3,500.00	3,500.00	0.00	0.00
Task 2 thru 4-Design Work except Task 2.4	39,500.00	39,500.00	0.00	0.00
Task 2.4	20,000.00	14,590.84	5,409.16	0.00
<i>Subconsultant Services - Felsburg Holt Ullevig</i>				
Task A1.1	2,600.00	2,540.00	60.00	0.00
Task A1.2 - Right of Way Documents	6,300.00	5,060.00	1,240.00	0.00
Task A1.3 - Coordinate B2E Environmental Services	1,100.00	1,110.00	-10.00	0.00
Task A1.4 - Coordinate RDG Planning/Design Services	5,500.00	40.00	5,080.00	380.00
Task A1.5-Prepare NPDES NOI, SWPPP Plan, and Grading Permit	2,500.00	260.00	2,240.00	0.00
Task A1.6 - Prepare Constr Plans/Specs-Srvc Drive Connection to Park View Blvd	12,000.00	12,000.00	0.00	0.00
Task A1.7-Constr Phase Srvcs - Staking/Testing/Observation/CA	75,500.00	25,451.30	43,495.70	6,553.00
Total	168,500.00	104,052.14	57,514.86	6,933.00

Invoice total 6,933.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
150432	05/19/2022	6,933.00	6,933.00				
	Total	6,933.00	6,933.00	0.00	0.00	0.00	0.00

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

OK TO PAY PMD 5/26/22
16.71.0917.00 - PAYMENT



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

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

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

CITY OF LA VISTA
PAT DOWSE
9900 PORTAL ROAD
LA VISTA, NE 68128

Invoice number 150433
Date 05/19/2022
Project 0171-422 CENTRAL PARK
IMPROVEMENTS

Professional Services from April 11, 2022 through May 08, 2022

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Task A2.1 - Utility Relocate Park View Blvd St Swr Inlet Constr	2,220.00	0.00	2,220.00	0.00
Task A2.2 - Drainage Calculations for Park View Blvd Inlets	2,080.00	0.00	2,080.00	0.00
Task A2.3 - Interim Roadway Lighting Plans	1,120.00	800.00	320.00	0.00
Reimbursables - Consultant Alvine & Assoc	3,500.00	0.00	350.00	3,150.00
Task A2.4-Limit Access to Portion of Central Park Plz Serving The Astro/The Link	2,280.00	400.00	1,880.00	0.00
Task A2.5 -Drawings for Lighting Sub-consultant & Constr Docs for Water Quality	7,200.00	7,200.00	0.00	0.00
Task A2.6 - Construction Phase Srvcs for Access Road Modifications	75,360.00	0.00	74,600.00	760.00
Task A2.7 - Geotechnical Exploration	2,120.00	0.00	0.00	2,120.00
Total	95,880.00	8,400.00	81,450.00	6,030.00

Invoice total 6,030.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
150433	05/19/2022	6,030.00	6,030.00				
	Total	6,030.00	6,030.00	0.00	0.00	0.00	0.00

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

On top of
05/19/22
16.21.0917.00 - STMT due 2



Reference Invoice Number with Payment

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

HDR Invoice No. 1200435049
Invoice Date 27-MAY-2022
Invoice Amount Due \$1,354.61
Payment Terms 30 NET

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

Remit To PO Box 74008202
Chicago, IL 60674-8202
ACH/EFT Payments Bank of America ML US
ABA# 081000032
Account# 355004076604

RRamirez@cityoflavista.org

Project Management for Services for Public Improvements and Other Works.

Purchase Order : 20-008348

Professional Services
From: 24-APR-2022 To: 21-MAY-2022

Professional Services Summarization	Hours	Billing Rate	Amount
Project Controller	0.25		35.72
Project Manager	5.00		1,304.85
	5.25		\$1,340.57
Total Professional Services			\$1,340.57

Expense Summarization	Quantity	Billing Rate	Amount
Mileage Personal			14.04
		Total Expenses	\$14.04

Amount Due This Invoice (USD) \$1,354.61

Fee Amount	\$670,695.00
Fee Invoiced to Date	\$524,068.43
Fee Remaining	\$146,626.57

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

05.71.0909.03
R. Ramirez
5/31/22

Invoice

HDR Invoice No. 1200435049
Invoice Date 27-MAY-2022

Professional Services and Expense Detail			
Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs
Task Number:	1.0	Task Description:	Project Management
Professional Services		Hours	Billing Rate
Project Controller	Horner, Susan K	0.25	142.89
Project Manager	Koenig, Christopher J	5.00	260.97
		5.25	\$1,340.57
		Total Professional Services	
			\$1,340.57
Expense		Qty	Billing Rate
Mileage Personal	Koenig, Christopher J	24.00	0.585
			14.04
		Total Expense	
			\$14.04
		Total Task	
			\$1,354.61



Remit To:
RDG Planning & Design
301 Grand Avenue
Des Moines, Iowa 50309

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

April 30, 2022
 Project No: R3003.066.01
 Invoice No: 50713

Project R3003.066.01 LaVista, City of - Placemaking Ph1 SD-CA

Professional Services through April 30, 2022

Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Schematic Design	149,000.00	100.00	149,000.00	149,000.00	0.00
Design Development	180,000.00	100.00	180,000.00	180,000.00	0.00
Construction Documents	275,330.00	77.9156	214,524.94	137,665.01	76,859.93
Bidding/Negotiation	44,000.00	0.00	0.00	0.00	0.00
Contract Administration	244,000.00	0.00	0.00	0.00	0.00
Total Fee	892,330.00		543,524.94	466,665.01	76,859.93
			Total Fee		76,859.93

Reimbursable Expenses

Printing		295.61	
	Total Reimbursables	295.61	295.61
Billing Limits	Current	Prior	To-Date
Expenses	295.61	254.27	549.88
Limit			8,600.00
Remaining			8,050.12
		Total this Invoice	\$77,155.54

Outstanding Invoices

Number	Date	Balance
50495	3/31/2022	110,897.22
Total		110,897.22

16.11.0917.000
 R. Ramirez
 5/31/22



APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER: City of LaVista
8116 Park View Blvd.
LaVista, NE 68128

FROM CONTRACTOR:
Sampson Construction Co., Inc.
5825 South 14th Street
Lincoln, NE 68512

CONTRACT FOR: General

PROJECT: LaVista Parking Garage
LaVista, Nebraska

VIA ARCHITECT: Matthew Gulsvig @ DLR Group
mgulsvig@dlrgroup.com
jtegels@dlrgroup.com
dpenka@dlrgroup.com
pnattermann@dlrgroup.com

APPLICATION NO

6

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

PERIOD TO: 5/31/2022

PROJECT NOS: 21108

CONTRACT DATE: September 22, 2021

CONTRACTOR'S APPLICATION FOR PAYMENT

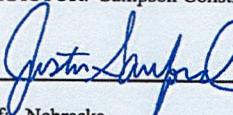
Application is made for payment, as shown below, in connection with the Contract
Continuation Sheet, AIA Document G703, is attached

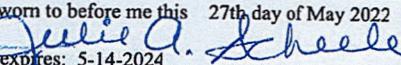
1. ORIGINAL CONTRACT SUM	\$ 12,514,000.00
2. Net change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 12,514,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 1,620,720.00
5. RETAINAGE:	
a. 10 % of Completed Work (Column D + E on G703)	162,072.00
b. % of Stored Material (Column F on G703)	\$ _____
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 162,072.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 1,458,648.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 948,642.00
8. CURRENT PAYMENT DUE	\$ 510,006.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 11,055,352.00

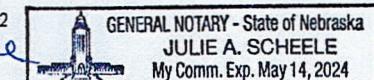
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

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

CONTRACTOR: Sampson Construction Co., Inc.

By:  Date: 5/27/22

State of: Nebraska County of: Lancaster
Subscribed and sworn to before me this 27th day of May 2022
Notary Public: 
My Commission expires: 5-14-2024



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data
comprising the application, the Architect certifies to the Owner that to the best of the
Architect's knowledge, information and belief the Work has progressed as indicated
the quality of the Work is in accordance with the Contract Documents, and the Contractor
is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 510,006.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this
Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: DLR Group

By: Matthew Gulsvig, AIA Date: 5/31/2022

Digital signature by Matthew Gulsvig, AIA
DN: C=US, E=mgulsvig@dlrgroup.com, O=DLR Group,
OU=Architect, CN="Matthew Gulsvig, AIA"
Date: 2022.05.31 14:16:43-05'00"

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the
Contractor named herein. Issuance, payment and acceptance of payment are without
prejudice to any rights of the Owner or Contractor under this Contract.

OK TO PAY
PMD 5/31/22
15-31-0917.000-CMAR18002

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

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

APPLICATION NO: 6
APPLICATION DATE: 5/27/2022
PERIOD TO: 5/31/2022
ARCHITECT'S PROJECT NO: 21108

LAVISTA PARKING GARAGE

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	REINFORCING STEEL	701,000	154,742	73,986		228,728	33%	472,272	22,873
2	POST TENSION CABLE	197,000	30,000			30,000	15%	167,000	3,000
3	FOOTINGS & POURED WALLS	1,239,000	10,000	170,000		180,000	15%	1,059,000	18,000
4	CAST IN PLACE COLUMNS	233,000	5,000	20,530		25,530	11%	207,470	2,553
5	SLAB AND BEAM FORMWORK	1,426,000				5,000	0%	1,421,000	500
6	CONCRETE SLABS	1,761,000				11,000	1%	1,750,000	1,100
7	STRUCTURAL PRECAST	1,522,000	60,000	10,821		70,821	5%	1,451,179	7,082
8	MASONRY	39,000						39,000	0
9	STEEL MATERIAL	349,000	49,300	51,690		100,990	29%	248,010	10,099
10	STEEL & PRECAST ERECTION	199,000						199,000	0
11	ROUGH CARPENTRY	6,000						6,000	0
12	SPRAY FOAM INSULATION	6,000						6,000	0
13	TRAFFIC COATING	8,000						8,000	0
14	WATERPROOFING	65,000						65,000	0
15	WATER REPELLANTS	16,000						16,000	0
16	ROOFING & FLASHING	62,000						62,000	0
17	METAL WALL PANELS	941,000	112,800			112,800	12%	828,200	11,280
18	JOINT SEALANTS	55,000						55,000	0
19	PREFORMED JOINT SEALS	23,000						23,000	0
20	FIRESTOPPING	6,000						6,000	0
21	HOLLOW METAL FRAMES/DOORS/HARDWARE	44,000	2,000			19,400	44%	24,600	1,940
22	ALUMINUM & GLAZING	305,000	8,250			8,250	3%	296,750	825
23	METAL STUDS & DRYWALL	108,000						108,000	0
24	TILE & RESILIENT FLOORING	4,000						4,000	0
25	PAINT	230,000				5,380	2%	224,620	538
26	SEALED CONCRETE	102,000						102,000	0
27	MISC. SPECIALTIES	5,000	4,561			4,561	91%	439	456
28	SIGNAGE	108,000						108,000	0
29	PARKING ACCESS/REVENUE CONTROL SYSTEM	102,000	5,000			5,000	5%	97,000	500
30	ELEVATOR	265,000	93,889			93,889	35%	171,111	9,389

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 6

APPLICATION DATE: 5/27/2022

PERIOD TO: 5/31/2022

ARCHITECT'S PROJECT NO: 21108

LAVISTA PARKING GARAGE

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
31	FIRE SPRINKLER	47,000	5,700			5,700	12%	41,300	570
32	PLUMBING & HVAC	352,000	15,000			15,000	4%	337,000	1,500
33	ELECTRICAL	861,000	15,000			15,000	2%	846,000	1,500
34	EXCAVATION & SITE DEMO	276,000	191,400	12,000		203,400	74%	72,600	20,340
35	AUGER CAST PILING	323,000	135,334	187,666		323,000	100%		32,300
36	PAVING & SIDEWALKS	100,000						100,000	0
37	PAVEMENT MARKING	14,000						14,000	0
38	LANDSCAPING & IRRIGATION	19,000						19,000	0
39	SEGMENTAL RETAINING WALL	45,000						45,000	0
40	UTILITIES	280,000	102,234			102,234	37%	177,766	10,223
41	PERFORMANCE & PAYMENT BOND	63,000	46,837	1,200		48,037	76%	14,963	4,804
42	BUILDERS RISK INSURANCE	7,000	7,000			7,000	100%		700
GRAND TOTALS		12,514,000	1,054,047	549,273	17,400	1,620,720	13%	10,893,280	162,072

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
1988(E)	05/18/2022	CITY CENTRE MUSIC VENUE LLC	636,290.65	N
137086	05/18/2022	DESIGN WORKSHOP INC	14,620.00	N
137087	05/18/2022	DLR GROUP	23,850.00	N
137088	05/18/2022	FELSBURG HOLT & ULLEVIG INC	3,835.00	N
137089	05/18/2022	HDR ENGINEERING INC	1,833.81	N
137090	05/18/2022	HEIMES CORPORATION	262,699.92	N
137091	05/18/2022	MAMA'S PIZZA	432.51	N
137092	05/18/2022	OLSSON, INC.	9,329.25	N
137093	05/18/2022	RDG PLANNING & DESIGN	2,000.00	N
137094	05/18/2022	SAMPSON CONSTRUCTION CO., INC	421,444.00	N
137095	05/27/2022	MISEREZ, CYNTHIA	500.00	N
1989(E)	05/31/2022	ACTIVE NETWORK LLC	187.62	N
1990(E)	05/31/2022	AMERICAN HERITAGE LIFE INSURANCE CO	1,286.17	N
1991(E)	05/31/2022	BLACK HILLS ENERGY	6,880.56	N
1992(E)	05/31/2022	CCAP AUTO LEASE LTD	391.12	N
1993(E)	05/31/2022	CENTURY LINK/LUMEN	908.81	N
1994(E)	05/31/2022	CENTURY LINK/LUMEN	80.38	N
1995(E)	05/31/2022	DEARBORN NATIONAL LIFE INSURANCE CO	1,178.00	N
1996(E)	05/31/2022	DEARBORN NATIONAL LIFE INSURANCE CO	6,616.33	N
1997(E)	05/31/2022	ESSENTIAL SCREENS	579.76	N
1998(E)	05/31/2022	GREATAMERICA FINANCIAL SERVICES	1,439.37	N
1999(E)	05/31/2022	LINCOLN NATIONAL LIFE INS CO	6,184.11	N
2000(E)	05/31/2022	MEDICA INSURANCE COMPANY	111,286.00	N
2001(E)	05/31/2022	METLIFE	1,297.62	N
2002(E)	05/31/2022	METROPOLITAN UTILITIES DISTRICT	2,736.97	N
2003(E)	05/31/2022	MID-AMERICAN BENEFITS INC	5,349.67	N
2004(E)	05/31/2022	MID-AMERICAN BENEFITS INC	7,423.74	N
2005(E)	05/31/2022	NE DEPT OF REVENUE-SALES TAX	110.93	N
2006(E)	05/31/2022	OMAHA PUBLIC POWER DISTRICT	40,120.54	N
2007(E)	05/31/2022	PAYROLL MAXX	394,545.94	N
2008(E)	05/31/2022	ROBERT HALF	1,520.00	N
2009(E)	05/31/2022	TOSHIBA FINANCIAL SERVICES	138.00	N
137096	06/03/2022	PETTY CASH - SCOTT STOPAK	300.00	N
2010(A)	06/07/2022	ABM INDUSTRIES, INC	8,329.31	N
2011(A)	06/07/2022	SHI INTERNATIONAL CORP.	26,599.12	N
2012(A)	06/07/2022	STRATEGIC GOVERNMENT RESOURCES INC	6,639.78	N
137097	06/07/2022	1000 BULBS	3,317.76	N
137098	06/07/2022	A-RELIEF SERVICES INC	885.00	N
137099	06/07/2022	AAA RENTS	270.60	N
137100	06/07/2022	AMAZON CAPITAL SERVICES, INC.	2,160.95	N
137102	06/07/2022	AT&T MOBILITY LLC	97.66	N
137103	06/07/2022	BEACON ATHLETICS LLC	319.00	N
137104	06/07/2022	BIG RED LOCKSMITHS	13.50	N
137105	06/07/2022	BISHOP BUSINESS EQUIPMENT COMPANY	1,630.35	N
137106	06/07/2022	BKD LLP	2,280.00	N
137107	06/07/2022	CARROT-TOP INDUSTRIES INC	1,393.27	N
137108	06/07/2022	CENTER POINT, INC.	419.46	N

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
137109	06/07/2022	CHARLES C. MYERS LIBRARY, ILL DEPT.	20.00	N
137110	06/07/2022	CINTAS CORPORATION NO. 2	576.11	N
137111	06/07/2022	CITY OF PAPILLION	25,377.60	N
137112	06/07/2022	CONSOLIDATED MANAGEMENT CO	8.74	N
137113	06/07/2022	COX COMMUNICATIONS, INC.	147.03	N
137114	06/07/2022	CPS HUMAN RESOURCE SERVICES	647.00	N
137115	06/07/2022	CULLIGAN OF OMAHA	22.75	N
137116	06/07/2022	D & K PRODUCTS	8,143.00	N
137117	06/07/2022	DEFIANCE HARLEY-DAVIDSON	140.99	N
137118	06/07/2022	DELL MARKETING L.P.	1,734.96	N
137119	06/07/2022	DEMCO INCORPORATED	136.03	N
137120	06/07/2022	DIAMOND VOGEL PAINTS	67.56	N
137121	06/07/2022	DOUGLAS COUNTY SHERIFF'S OFC	50.00	N
137122	06/07/2022	DULTMEIER SALES LLC	225.25	N
137123	06/07/2022	ECHO GROUP INCORPORATED	677.79	N
137124	06/07/2022	ED ROEHR SAFETY PRODUCTS CO	533.75	N
137125	06/07/2022	EDGEWEAR SCREEN PRINTING	1,755.50	N
137126	06/07/2022	FERGUSON ENTERPRISES INC #226	129.51	N
137127	06/07/2022	FOUNTAIN, BRUCE	23.92	N
137128	06/07/2022	GENERAL FIRE & SAFETY EQUIP CO	89.00	N
137129	06/07/2022	GENUINE PARTS COMPANY-OMAHA	123.52	N
137130	06/07/2022	GILMORE & BELL PC	2,500.00	N
137131	06/07/2022	GRAINGER	210.21	N
137132	06/07/2022	HEIMES CORPORATION	126.43	N
137133	06/07/2022	HITOUCH BUSINESS SERVICES	533.93	N
137134	06/07/2022	HOME DEPOT CREDIT SERVICES	227.57	N
137135	06/07/2022	HONEYMAN RENT-ALL #1	163.50	N
137136	06/07/2022	HUNTEL COMMUNICATIONS, INC	62.50	N
137137	06/07/2022	ID WHOLESALER	3,011.98	N
137138	06/07/2022	IDEAL IMAGES, INC.	2,317.00	N
137139	06/07/2022	J & J SMALL ENGINE SERVICE	48.13	N
137140	06/07/2022	JENSEN TIRE AND AUTO #11	146.15	N
137141	06/07/2022	JOHNSON CONTROLS US HOLDINGS LLC	343.53	N
137142	06/07/2022	JOHNSTONE SUPPLY CO	715.58	N
137143	06/07/2022	KIESLER POLICE SUPPLY	1,165.40	N
137144	06/07/2022	KRIHA FLUID POWER CO INC	7.25	N
137145	06/07/2022	LABRIE, DONALD P	1,087.50	N
137146	06/07/2022	LARSEN SUPPLY COMPANY	171.84	N
137147	06/07/2022	LEXIS NEXIS MATTHEW BENDER	98.43	N
137148	06/07/2022	LIBRA INDUSTRIES INC	71.40	N
137149	06/07/2022	LIBRARY IDEAS LLC	413.10	N
137150	06/07/2022	LIVE WELL GO FISH	250.00	N
137151	06/07/2022	LOGAN CONTRACTORS SUPPLY	290.45	N
137152	06/07/2022	LOU'S SPORTING GOODS	75.00	N
137153	06/07/2022	MARCO INCORPORATED	141.92	N
137154	06/07/2022	MARTIN ASPHALT - MONARCH OIL	392.00	N
137155	06/07/2022	MEIER, CHRISTOPHER J.	420.00	N

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
137156	06/07/2022	MENARDS-RALSTON-CORPORATE	35.65	N
137157	06/07/2022	METRO AREA TRANSIT	1,657.00	N
137158	06/07/2022	METRO LANDSCAPE MATERIALS	4,200.00	N
137159	06/07/2022	METROPOLITAN COMMUNITY COLLEGE	33,484.27	N
137160	06/07/2022	MICHAEL TODD AND COMPANY INC	392.09	N
137161	06/07/2022	MID-IOWA SOLID WASTE EQUIP CO	451.46	N
137162	06/07/2022	MIDWEST FENCE - GUARDRAIL SYSTEMS	4,921.95	N
137163	06/07/2022	MIDWEST TAPE	39.99	N
137164	06/07/2022	MOSS ADAMS	2,120.00	N
137165	06/07/2022	MSC INDUSTRIAL SUPPLY CO	228.83	N
137166	06/07/2022	NEBRASKA LAW ENFORCEMENT	435.00	N
137167	06/07/2022	NEBRASKA USSSA BASEBALL LLC	900.00	N
137168	06/07/2022	NEBRASKALAND TIRE, INC.	4,219.17	N
137169	06/07/2022	OFFICE DEPOT INC	1,211.48	N
137171	06/07/2022	OMAHA SLINGS INCORPORATED	1,942.22	N
137172	06/07/2022	OMAHA WINNELSON SUPPLY	1,033.97	N
137173	06/07/2022	OMNI ENGINEERING	572.51	N
137174	06/07/2022	OVERHEAD DOOR COMPANY OF OMAHA	4.50	N
137175	06/07/2022	PAPIO VALLEY NURSERY INC	4,702.82	N
137176	06/07/2022	PETERSEN MFG. CO. INC.	837.00	N
137177	06/07/2022	READY MIXED CONCRETE COMPANY	4,456.54	N
137178	06/07/2022	RED EQUIPMENT LLC	4,249.66	N
137179	06/07/2022	REDFIELD & COMPANY	573.25	N
137180	06/07/2022	REF'S SPORTS BAR & GRILL	2,301.00	N
137181	06/07/2022	REGAL AWARDS INC.	417.58	N
137182	06/07/2022	SCHOLASTIC LIBRARY PUBLISHING	78.28	N
137183	06/07/2022	SHERWIN-WILLIAMS	147.51	N
137184	06/07/2022	SIGN IT	3,374.50	N
137185	06/07/2022	SITE ONE LANDSCAPE SUPPLY LLC	1,216.55	N
137186	06/07/2022	SOLBERG, CHRISTOPHER	114.12	N
137187	06/07/2022	SOUTHERN UNIFORM AND TACTICAL, INC.	1,464.59	N
137188	06/07/2022	SPIRIT FOOTBALL	700.00	N
137189	06/07/2022	SUBURBAN NEWSPAPERS INC	1,569.29	N
137190	06/07/2022	SUN COUNTRY DISTRIBUTING LTD	32.06	N
137191	06/07/2022	TDI, LLC	370.00	N
137192	06/07/2022	TED'S MOWER SALES & SERVICE INC	8.42	N
137193	06/07/2022	THE COLONIAL PRESS, INC	7,047.04	N
137194	06/07/2022	THE LIFEGUARD STORE	397.50	N
137195	06/07/2022	THEATRICAL MEDIA SERVICES INC	10,419.00	N
137196	06/07/2022	TODCO LLC	1,000.00	N
137197	06/07/2022	TRACTOR SUPPLY CREDIT PLAN	8.78	N
137198	06/07/2022	TRUCK CENTER COMPANIES	5,114.65	N
137199	06/07/2022	TURFWERKS	94.70	N
137200	06/07/2022	UNITE PRIVATE NETWORKS LLC	4,400.00	N
137201	06/07/2022	UNITED PARCEL SERVICE	59.16	N
137202	06/07/2022	VAL VERDE ANIMAL HOSPITAL INC	267.61	N
137203	06/07/2022	VERIZON WIRELESS	18.02	N

User: mgustafson

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
137204	06/07/2022	WOODHOUSE FORD OF OMAHA	38.00	N
137205	06/07/2022	WOODHOUSE FORD-BLAIR	347.96	N
137206	06/07/2022	ZEE MEDICAL SERVICE INC	108.00	N
144	CHECKS PRINTED	TOTAL CLAIM AMOUNT:		\$2,191,157.03
				0

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 7, 2022 AGENDA

Subject:	Type:	Submitted By:
BOND ISSUANCE – TAX SUPPORTED IMPROVEMENT BONDS	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	CINDY MISEREZ FINANCE DIRECTOR

SYNOPSIS

An ordinance has been prepared to authorize the issuance of tax supported improvement bonds, Series 2022, in a principal amount not to exceed \$22 million to pay the costs of constructing public improvements in the 84th Street Redevelopment Project Area.

FISCAL IMPACT

The City will act as the dispersing agent for the bond issue, which will not exceed \$22 million.

RECOMMENDATION

Approval.

BACKGROUND

Bond proceeds will be directed to the following projects:

Project	Engineer's Estimate
The Link	\$17,500,000
Thompson Creek Channel Improvements	1,400,000
Central Park Access Road (Park View)	1,250,000
Central Park Lighting	500,000
Central Park East Improvements	500,000
Total	\$21,150,000

The engineer's estimated cost of said projects will be financed through issuance of Tax Supported Improvement Bonds, Series 2022, by the City. Such bonds will be paid for using Sales Tax revenue.

A complete copy of all supporting documents are on file in the office of the City Clerk.

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF TAX SUPPORTED IMPROVEMENT BONDS, SERIES 2022, OF THE CITY OF LA VISTA, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY-TWO MILLION DOLLARS (\$22,000,000) FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING PUBLIC INFRASTRUCTURE IMPROVEMENTS IN THE 84TH STREET REDEVELOPMENT PROJECT AREA; PRESCRIBING THE FORM OF SAID BONDS; PLEDGING FUNDS TO BE RECEIVED BY A SALES AND USE TAX AND OTHER SOURCES OF FUNDS FOR THE PAYMENT OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF SAID TAXES TO PAY THE SAME; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF BOND PROCEEDS; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA:

Section 1. The Mayor and City Council (the "Council") of the City of La Vista, Nebraska (the "City"), hereby find and determine that:

- (a) The City imposes a sales and use tax in the amount of one and one-half percent (1.50%) upon the same transactions within the City on which the State of Nebraska is authorized to impose a tax pursuant to the Local Option Revenue Act (Sections 77-27,142 to 77-27,148, R.R.S. Neb., as amended, the "Act").
- (b) An election (the "Election") was duly called and held in conjunction with the Statewide Primary Election on May 13, 2014, pursuant to the Act, to impose an additional one-half of one percent (0.50%) sales and use tax to pay the costs of public infrastructure projects (as defined in section 77-27,142 of the Act) in the 84th Street Redevelopment Project Area (collectively, the "Project"), at which Election a majority of all the qualified electors voting on said proposition voted in favor of the levy and collection of the additional 1/2% sales and use tax (the "Tax").
- (c) Pursuant to Ordinance No. 1215 passed and approved on June 3, 2014, the Mayor and Council imposed the Tax applicable to all taxable transactions within the City on and after October 1, 2014 and continuing for a period of ten years, unless bonds are issued and some or all of the revenues from the Tax are pledged for payment of the bonds, in which case the Tax shall remain in effect until payment in full of said bonds and any refunding bonds, whichever date is later.
- (d) The City is authorized to issue bonds pursuant to the Act to provide financing for the Project and to pledge receipts of the Tax and dedicate a portion of its property tax levy authority as provided in Section 77-3442, R.R.S. Neb., as amended, for payment of such bonds.

(e) All conditions, acts and things required to exist or to be done precedent to the issuance of Tax Supported Improvement Bonds, Series 2022, (or such other title as determined in a Designation as described below, the "Bonds") of the City of La Vista, Nebraska, in one or more series in the aggregate principal amount of not to exceed Twenty-nine Million Dollars (\$29,000,000) pursuant to the Act to provide financing for a portion of the cost of the Project do exist and have been done as required by law.

Section 2. (a) To provide funds for the purpose of paying and reimbursing the costs of the Project as set forth in Section 1 hereof, there shall be and there are hereby ordered issued the Tax Supported Improvement Bonds of the City in one or more series, in the aggregate stated principal amount of not to exceed Twenty-two Million Dollars (\$22,000,000); provided, however, such amount may be increased as necessary to the extent the Bonds are sold at a net original issue discount.

(b) The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the "Underwriter"). In connection with such sale, the Mayor, City Administrator, Director of Administrative Services, City Clerk or City Treasurer (each, an "Authorized Officer") are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a "Designation"), the following with respect to the Bonds: (i) the aggregate purchase price of the Bonds and the underwriting discount which shall not exceed 0.75% of the aggregate stated principal amount thereof, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) for each series, the title, dated date, aggregate principal amount (which aggregate stated principal amount shall not exceed \$29,000,000; provided, however, such amount may be increased as necessary to the extent the Bonds are sold at a net original issue discount), and the final maturity date, which shall not be later than September 15, 2042, (iv) the principal amounts maturing in each year and whether maturities will be issued as serial or term bonds (v) the

rate or rates of interest to be borne by each principal maturity, and any original issue premium or original issue discount, provided that the true interest cost of the Bonds shall not exceed 5.0%, (vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (ix) the designation of the Paying Agent and Registrar and the form and content of any agreement between the City and such entity (x) the certain maturities of Bonds (the "Insured Bonds") to be insured by the Assured Guaranty Municipal Corp. (the "Bond Insurer") as determined pursuant to section 15 of this Ordinance and the terms and provisions of any such bond insurance policy, and (xi) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

(c) The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be date of original delivery. Interest on the Bonds, at the respective rates for each maturity, shall be payable semi-annually on March and September of each year beginning September 15, 2022 (or such other dates as may be determined in the Designation, each an "Interest Payment Date"), and the Bonds shall bear interest from the date of original issue or the most recent Interest Payment Date, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the fifteenth day immediately preceding the Interest Payment Date (the "Record Date"), subject to the provisions of Section 4 hereof. The Bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer

or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be as directed by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity or earlier redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with unpaid accrued interest thereon, shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to said Paying Agent and Registrar. The City and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 3. BOKF, National Association, Lincoln, Nebraska, is hereby designated to serve as Paying Agent and Registrar for the Bonds, provided that the City reserves the right to designate a bank or trust company to serve in such capacity and upon such agreed terms as may be determined in the Designation by one or more Authorized Officers or at any time by the Mayor at the Mayor's discretion. If a bank or trust

company is designated, such bank or trust company shall serve as Paying Agent and Registrar in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" between the City and said Paying Agent and Registrar, the form of which is hereby approved. The Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City in the form as an Authorized Officer shall deem appropriate on behalf of the City. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Bonds at its office. The names and registered addresses of registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of said Paying Agent and Registrar by surrender of such bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar on behalf of the City will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new Bond or Bonds of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this ordinance, one such bond may be transferred for several such bonds of the same interest rate and maturity, and for a like aggregate principal amount, and several such bonds may be transferred for one or several such bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. All Bonds issued upon transfer of the Bonds so surrendered shall be valid obligations of the City evidencing the same obligation as the Bonds surrendered and shall be entitled to all the benefits and protection of this

Ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City as said Paying Agent and Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 4. In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 5. Bonds shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of original issue thereof at par plus accrued interest on the principal amount redeemed to the date fixed for redemption (or such other date as may be determined in the Designation). The City may select the Bonds to be redeemed for optional redemption in its sole discretion. Bonds for mandatory redemption shall be selected by the Paying Agent and Registrar using any random method of selection determined appropriate by the Paying Agent and Registrar. Bonds redeemed pursuant to the requirements for mandatory redemption shall be redeemed at par plus accrued interest on the principal amount redeemed. The Bonds shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Bonds redeemed in part only shall be surrendered to said Paying Agent and Registrar in exchange for a new Bond evidencing the unredeemed principal thereof. Notice of redemption of any Bond called for redemption shall be given, at the direction of the City in the case of optional redemption and without further direction in the case of mandatory

redemption, by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by maturity or otherwise, the date of original issue, series and the date fixed for redemption and shall state that such Bond or Bonds are to be presented for prepayment at the office of said Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the City designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Bond for which defective notice has been given.

Section 6. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in La Vista, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 7. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SARPY
CITY OF LA VISTA, NEBRASKA
TAX SUPPORTED IMPROVEMENT BOND, SERIES 2022

No. R-_____ \$_____

<u>Interest Rate</u> %	<u>Maturity Date</u> _____, 20____	<u>Date of Original Issue</u> _____, 2022	<u>CUSIP</u>
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Registered Owner: Cede & Co.
13-2555119

Principal	Amount:
_____ DOLLARS	_____

KNOW ALL PERSONS BY THESE PRESENTS: That the City of La Vista, Nebraska, hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above with interest thereon to maturity (or earlier redemption) from the date of original issue or most recent Interest Payment Date, whichever is later, at the rate per annum specified above, payable on _____, 20____, and semiannually thereafter on _____ and _____ of each year (each of said dates an "Interest Payment Date"). Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal of this bond is payable upon presentation and surrender of the bond at the office of _____, _____, Nebraska, as Paying Agent and Registrar. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding the Interest Payment Date, to such owner's registered address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purposes become available.

This bond is one of an issue of fully registered bonds of the total principal amount of _____ Dollars (\$_____), of even date and like tenor except as to date of maturity, rate of interest and denomination which were issued by the City to pay the costs of constructing public infrastructure improvements in the 84th Street Redevelopment Project Area. This bond and the bonds of this issue were authorized at an election duly called and held in conjunction with the Statewide Primary Election on May 13, 2014, at which election a majority of all the qualified electors voting on said proposition voted in favor of the levy and collection of the additional 1/2% sales and use tax for

payment of costs of the Project. The issuance of this bond and the bonds of this issue has been authorized by proceedings duly had and Ordinance No. _____ (the "Ordinance") legally passed and approved by the Mayor and City Council of said City on May _____, 2022.

All Bonds of this issue are subject to redemption at the option of the City, in whole or in part, at any time on or after _____ years after the date of delivery, at par plus interest accrued on the principal amount redeemed to the date fixed for redemption.

Notice of redemption shall be given by mail to the registered owner of any bond to be redeemed at said registered owner's address in the manner specified in the Ordinance authorizing said issue of bonds. Individual bonds may be redeemed in part but only in \$5,000 amounts or integral multiples thereof.

This bond is transferable by the registered owner or such owner's attorney duly authorizing in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Ordinance authorizing said issue of bonds, subject to the limitations therein prescribed.

The City, the Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

If the date for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of La Vista, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

For the prompt payment of the principal and interest on this bond and the other bonds of the same issue, as described in the Ordinance, the City of La Vista, Nebraska, has pledged funds received and to be received from revenues from a ½ percent sales and use tax as described in the Ordinance (the "Tax"), with receipts from such tax to be allocated by the City to payment of principal and interest as the same fall due. In addition, the City has covenanted and agreed in the Ordinance that it shall designate a portion of its property tax authority pursuant to Section 77-3442, R.R.S. Neb., as amended, in such amount as will provide funds which, together with receipts from the Tax as pledged to the payment of such principal and interest and any other money made available and used for such purpose, will be sufficient to make payment of the principal of and interest on this bond and the other bonds of the same issue as the same fall due.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE

REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC
(A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR
(B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN
REPLACEMENT HEREOF OR SUBSTITUTION HEREOF IS REGISTERED IN THE
NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY
TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR
TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER
HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said City, including this bond, does not exceed any limitation imposed by law.

This bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

[Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to the Paying Agent and Registrar, or its successor. Said Policy is on file and available for inspection at the principal office of the Paying Agent and Registrar and a copy thereof may be obtained from AGM or the Paying Agent and Registrar. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.]

IN WITNESS WHEREOF, the Mayor and City Council of the City of La Vista, Nebraska, have caused this bond to be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the City Clerk and by causing the official seal of the City to be impressed or imprinted hereon, all as of the date of original issue specified above.

THE CITY OF LA VISTA, NEBRASKA

(facsimile signature)

ATTEST:

Mayor

(facsimile signature)
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds authorized by Ordinance of the Mayor and City Council of the City of La Vista, Nebraska, described in the foregoing bond.

BOKF, NATIONAL ASSOCIATION,
LINCOLN, NEBRASKA
as Paying Agent and Registrar

By:

Authorized Signature

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the Bond Register kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

Section 8. Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and City Clerk of the City. The Bonds shall be issued initially as "book-entry-only" bonds using the services of The Depository Trust Company (the "Depository"), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of representations (the "Letter of Representations") in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a "Bond Participant") or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each, a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds.

The Paying Agent and Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue,

transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the Bond Participants and/or Beneficial Owners of the Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Series 2022 Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of bond certificates for issuance upon subsequent transfers or in the event of partial redemption. In the event that

such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement bond certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of bond certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption) such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. After being executed by the Mayor and City Clerk, said Bonds shall be delivered to the Treasurer of the City who shall be responsible therefor under his/her official bond and such Treasurer shall maintain a record of information with respect to said Bonds in accordance with the requirements of Section 10-140, R.R.S. Neb., as amended, and shall cause the same to be filed with the Auditor of Public Accounts of the State of Nebraska. The Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter, as initial purchaser thereof, upon receipt of the purchase price thereof plus accrued interest thereon to date of payment of the Bonds. Such initial purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The Underwriter and its agents, representatives and counsel (including the City's bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including,

without limitation, authorizing the release of the Bonds by the Depository at closing. The Bond Purchase Agreement (the "Purchase Agreement") to be entered into between the City and the Underwriter with respect to the purchase of the Bonds from the City, in such form as the Authorized Officer executing the Purchase Agreement shall in the exercise of his or her own independent judgment and absolute discretion determine to be necessary, proper, appropriate, advisable, or desirable in order to effectuate the issuance, sale, and delivery of the Bonds, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 9. The City Clerk is directed to make and certify a transcript or transcripts of the proceedings of the Mayor and City Council precedent to the issuance of said Bonds, a copy of which shall be delivered to the Underwriter.

Section 10. The proceeds of the Bonds shall be applied to the costs of the Project as described in Section 1 hereof, including payment of any related warrant indebtedness and issuance expenses for the Bonds. Pending such application the City Treasurer shall hold such proceeds.

Section 11. The Bonds are special obligations of the City payable from, and secured as to the payment of principal and interest by a pledge of the additional ½ percent sales and use tax imposed pursuant to Ordinance No. 1216 (as described and defined in Section 1 hereof as the "Tax"). The City hereby pledges the Tax to the payment of the principal of and interest on the Bonds. The City hereby further agrees that it shall dedicate such portion of its property tax levy authority (as provided in Section 77-3442, R.R.S. Neb., as amended) as is necessary to provide funds which, together with receipts from the Tax as pledged to the payment of the Bonds and any other monies made available and used for such purpose, will be sufficient to pay the principal of and interest on the Bonds as the same fall due (including mandatory sinking fund redemptions). The pledge of the

Tax provided for in this Section 11 for the Bonds shall not prevent the City from otherwise applying receipts from the Tax in any year so long as sufficient receipts from such fund have been set aside for the payment of principal and interest falling due in such year on the Bonds. In addition, the City further reserves the right to issue additional bonds payable on par with the Bonds equally and ratably secured by a pledge of receipts from the Tax.

Section 12. The Mayor and City Council hereby authorize the Authorized Officers, or each individually, to approve and deem final, within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, a Preliminary Official Statement with respect to the Bonds and the information therein contained and to approve and deliver a final Official Statement for and on behalf of the City. The Authorized Officers, or any one or more of them, are hereby further authorized to take any and all actions and enter into any and all agreements and execute any documents deemed necessary or appropriate in connection with the issuance and sale of the Bonds, and any such actions previously taken are hereby ratified and confirmed.

Section 13. The City hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Bonds, a continuing disclosure undertaking (the "Continuing Disclosure Undertaking") in such form as shall be satisfactory to the City and in compliance with Rule 15c2-12 of the Securities and Exchange Commission, and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond (as such terms are defined in the

Continuing Disclosure Undertaking) may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 14. The City hereby covenants with the purchasers and holders of the Bonds herein authorized that it will make no use of the proceeds of said issue, including monies held in any sinking fund for the payment of principal and interest on said Bonds, which would cause said Bonds to be arbitrage bonds within the meaning of Sections 103 and 148 and other related sections of the Internal Revenue Code of 1986, as amended (the "Code"), and further covenants to comply with said Sections 103 and 148 and related sections and all applicable regulations thereunder throughout the term of said issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax exempt status (as to taxpayers generally) of interest payable on the Bonds. The City hereby authorizes the Authorized Officers, or any one or more of them, as, if and to the extent appropriate, to designate the Bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenant and warrant on behalf of the City that the City does not reasonably expect to issue tax-exempt bonds or other tax-exempt interest bearing obligations aggregating in principal amount more than \$10,000,000 during the calendar year in which the Bonds are issued (taking into consideration the exception for current refunding issues). The City agrees to take all further actions, if any, necessary and appropriate to qualify the Bonds herein authorized as such "qualified tax-exempt obligations" as and to the extent permitted by law.

Section 15. The Authorized Officers are authorized to agree to the terms of and acquire a bond insurance policy (the "Bond Insurance Policy") issued by the Bond Insurer guaranteeing the scheduled payment of the principal of and interest on the Insured Bonds.

Notwithstanding any other provision of this Ordinance to the contrary, the following provisions shall be applicable to any Bonds designated as Insured Bonds, with such changes, additions or alternate provisions as may be determined necessary or appropriate by an Authorized Officer and provided in a Designation:

- (a) The Bond Insurer is a third party beneficiary to this Ordinance.
- (b) No modification, amendment or supplement to this Ordinance shall become effective except upon obtaining the prior written consent of the Bond Insurer.
- (c) The City shall send copies of any modification or amendment to this Ordinance to Moody's Investors Service at least 10 days prior to the effective date thereof.
- (d) The rights granted to the Bond Insurer under this Ordinance to request, consent to or direct any action are rights granted to the Bonds Insurer in consideration of its issuance of the Bond Insurance Policy. Any exercise by the Bond Insurer of such rights is merely an exercise of the Bond Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit or on behalf of the Bondholders nor does such action evidence any position of the Bond Insurer, positive or negative, as to whether Bondholder consent is required in addition to consent of the Bond Insurer.
- (e) Amounts paid by the Bond Insurer under the Bond Insurance Policy shall not be deemed paid for purposes of this Ordinance and shall remain outstanding and continue to be due and owing until paid by the City in accordance with this Ordinance.
- (f) Claims upon the Bond Insurance Policy and payments by and to the Bond Insurer shall be made in accordance with the following provisions:

If, on the third business day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Paying Agent, after making all transfers and deposits required under this Ordinance, moneys sufficient to pay the principal of and interest on the Insured Bonds due on such Payment Date, the Paying Agent shall give notice to the Bond Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such business day. If, on the second business day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Insured Bonds due on such Payment Date, the Paying Agent shall make a claim under the Insurance Policy and give notice to the Bond Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Insured Bonds and the amount required to pay principal of the Insured Bonds, confirmed in writing to the Bond Insurer and the Insurer's Fiscal Agent by 12:00 noon, New

York City time, on such second business day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy.

The Paying Agent shall designate any portion of payment of principal on Insured Bonds paid by the Bond Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Insured Bonds registered to the then current Bondholder, whether DTC or its nominee or otherwise, and shall issue a replacement Insured Bond to the Bond Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Paying Agent's failure to so designate any payment or issue any replacement Insured Bond shall have no effect on the amount of principal or interest payable by the Issuer on any Insured Bond or the subrogation rights of the Bond Insurer.

The Paying Agent shall keep a complete and accurate record of all funds deposited by the Bond Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Insured Bond. The Bond Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Paying Agent.

Upon payment of a claim under the Insurance Policy, the Paying Agent shall establish a separate special purpose trust account for the benefit of Bondholders referred to herein as the "**Policy Payments Account**" and over which the Paying Agent shall have exclusive control and sole right of withdrawal.

The Paying Agent shall receive any amount paid under the Insurance Policy in trust on behalf of Bondholders and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Paying Agent to Bondholders in the same manner as principal and interest payments are to be made with respect to the Insured Bonds under the sections hereof regarding payment of Insured Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the City agrees to pay to the Bond Insurer (i) a sum equal to the total of all amounts paid by the Bond Insurer under the Insurance Policy (the "**Insurer Advances**"); and (ii) interest on such Insurer Advances from the date paid by the Bond Insurer until payment thereof in full, payable to the Bond Insurer at the Late Payment Rate per annum (collectively, the "**Insurer Reimbursement Amounts**"). "**Late Payment Rate**" means the lesser of (A) the greater of (1) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (2) the then applicable highest rate of interest on the Insured Bonds and (B) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The City hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of the

Revenues and payable from such Revenues on a parity with debt service due on the Insured Bonds.

Funds held in the Policy Payments Account shall not be invested by the Paying Agent and may not be applied to satisfy any costs, expenses or liabilities of the Paying Agent. Any funds remaining in the Policy Payments Account following an Insured Bond payment date shall promptly be remitted to the Bond Insurer.

(g) The Bond Insurer shall, to the extent it makes any payment of principal of or interest on the Insured Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy.

(h) The City shall pay or reimburse the Bond Insurer any and all charges, fees, costs and expenses which the Bond Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in this Ordinance; (ii) the pursuit of any remedies under this Ordinance or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, this Ordinance whether or not executed or completed, (iv) the violation by the City of any law, rule or regulation, or any judgment, order or decree applicable to it or (v) any litigation or other dispute in connection with this Ordinance or the transactions contemplated hereby, other than amounts resulting from the failure of the Bond Insurer to honor its obligations under the Insurance Policy. The Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Ordinance.

(i) The Bond Insurer shall be entitled to pay principal or interest on the Insured Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the City (as such terms are defined in the Bond Insurance Policy) and any amounts due on the Insured Bonds as a result of acceleration of the maturity thereof in accordance with this Ordinance, whether or not the Bond Insurer has received a Notice of Nonpayment (as such terms are defined in the Bond Insurance Policy) or a claim upon the Bond Insurance Policy.

(j) The notice address of the Bond Insurer is: "Assured Guaranty Municipal Corp, 31 West 52nd Street, New York, New York, 10019, Attention: Managing Director – Surveillance, Re: Policy No. [insert policy number here when issued], Telephone: (212) 974-0100, Telecopier (212) 581-3268." In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(k) The Bond Insurer shall be provided with the following information:

(i) Annual audited financial statements within 150 days after the end of the City's fiscal year (together with a certification of the City that it is not aware of any default or Event of Default under this Ordinance), and the City's annual budget within 30 days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time;

(ii) Notice of any default known to the City within five business days after knowledge thereof;

(iii) Prior notice of the advance refunding or redemption of any of the Insured Bonds, including the principal amount, maturities and CUSIP numbers thereof;

(iv) Notice of the resignation or removal of the Paying Agent and Bond Registrar and the appointment of, and acceptance of duties by, any successor thereto;

(v) Notice of the commencement of any proceeding by or against the City commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");

(vi) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Insured Bonds;

(vii) A full original transcript of all proceedings relating to the execution of any amendment or supplement to this Ordinance; and

(viii) All reports, notices and correspondence to be delivered to Bondholders under the terms of this Ordinance.

(l) To accomplish defeasance of the Insured Bonds, the City shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Bond Insurer (the "**Accountant**") verifying the sufficiency of the escrow established to pay the Insured Bonds in full on the maturity or redemption date (the "**Verification**"), (ii) an Escrow Deposit Agreement (which shall be acceptable in form and substance to the Insurer), (iii) an opinion of nationally recognized bond counsel to the effect that the Insured Bonds are no longer "Outstanding" under the Ordinance and (iv) if there is a Paying Agent for the Insured Bonds a certificate of discharge of the Paying Agent with respect to the Insured Bonds; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the City, the Paying Agent and the Bond Insurer. The Bond Insurer shall be provided with final drafts of the above-referenced documentation not less than five business days prior to the funding of the escrow.

(m) The maturity of the Insured Bonds shall not be accelerated without the consent of the Bond Insurer and in the event the maturity of the Insured Bonds is accelerated, the Bond Insurer may elect, in its sole discretion, to pay accelerated principal and interest accrued on such principal to the date of acceleration (to the extent unpaid by the City) and the Paying Agent shall accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided above, the Bond Insurer's obligations under the Bond Insurance Policy with respect to such Insured Bonds shall be fully discharged.

(n) The prior written approval of the Bond Insurer is required if the City exercises any provision of this Ordinance permitting the purchase of Insured Bonds in lieu of redemption if any Insured Bond so purchased is not cancelled upon purchase.

(o) The City shall provide the Bond Insurer with such additional information as the Bond Insurer may reasonably request.

(p) The City will permit the Bond Insurer to discuss the affairs, finances and accounts of the City or any information or any information the Bond Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the Bond Insurer and will use commercially reasonable efforts to enable the Bond Insurer to have access to the facilities, books and records of the City on any business day upon reasonable prior notice.

(q) Notwithstanding satisfaction of the other conditions to the issuance of Parity Bonds set forth herein, no Parity Bonds shall be issued if an event of default (or any event which, once all notice or grace period have passed, would constitute an event of default) exists unless such default shall be cured upon such issuance.

(r) The Bond Insurer shall be deemed to be the sole holder of the Insured Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the owners of the Insured Bonds are entitled to take in the event of a default. In furtherance thereof and as a term of the Ordinance and each Insured Bond, the Registrar and each Owner appoint the Bond Insurer as their agent and attorney-in-fact and agree that the Bond Insurer may at any time during the continuation of any proceeding by or against the Issuer under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Registrar and each Owner delegate and assign to the Insurer, to the fullest extent permitted by law, the rights of the Registrar and each Owner in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding.

Section 16. The City's obligations under this Ordinance with respect to any or all of the Bonds herein authorized shall be fully discharged and satisfied as to any or all of such Bonds and any such Bond shall no longer be deemed to be outstanding hereunder if such Bond has been purchased by the City and canceled or when the payment of principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof, (b) shall have been

provided for by depositing with a national or state bank having trust powers, or trust company, in trust, solely for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations (including obligations issued or held in book entry form on the books of the Department of Treasury of the United States of America) of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America (herein referred to as "U.S. Government Obligations") in such amount and bearing interest payable and maturing or redeemable at stated fixed prices at the option of the holder as to principal, at such time or times, as will ensure the availability of sufficient money to make such payments; provided, however, that with respect to any Bond to be paid prior to maturity, the City shall have duly called such Bond for redemption and given notice of such redemption as provided by law or made irrevocable provision for the giving of such notice. Any money so deposited with such bank or trust company in excess of the amount required to pay principal of and interest on the Bonds for which such monies or U.S. Government Obligations were deposited shall be paid over to the City as and when collected.

Section 16. All documents, agreements, certificates, and instruments related to the Bonds shall be valid, binding, and enforceable against the City when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, including any relevant provisions of the Uniform Commercial Code, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Bonds may be executed in any number of counterparts, each of which shall be deemed to be an original, but such

counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

Section 17. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet or electronic form as provided by law.

PASSED AND APPROVED THIS 7TH DAY OF JUNE 2022.

ATTEST:

Douglas Kindig, Mayor

Patricia Anderson
Deputy City Clerk

[SEAL]

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 7, 2022 AGENDA

Subject:	Type:	Submitted By:
ADOPTION OF THE 2023-2027 CAPITAL IMPROVEMENT PROGRAM (CIP)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RACHEL CARL ASSISTANT TO THE CITY ADMINISTRATOR

SYNOPSIS

A public hearing has been scheduled and a resolution has been prepared to approve the 2023-2027 Capital Improvement Program (CIP).

FISCAL IMPACT

Capital Improvement Projects recommended for funding in FY23 and FY24 will be incorporated into the FY23-FY24 Biennial Budget.

RECOMMENDATION

Approval.

BACKGROUND

The Capital Improvement Program (CIP) for years 2023-2027 identifies funding for the City's critical infrastructure projects in the amount of \$13.4M in FY23 and \$6.9M in FY24. Over the course of the five-year program, the City anticipates investing a total of \$43.8 million in public improvements. The investments by project area are as follows:

- \$17.9M – Parks
- \$4.1M – Public Facilities & Other
- \$21.3M – Streets
- \$450k – Sewer

Approximately 63% of the projects are associated with the City's strategic priority related to redevelopment of the 84th Street corridor.

The CIP plan also contains a comprehensive list of unprogrammed projects totaling \$21.1M. Projects on this list may require additional direction regarding prioritization, planning and strategy development, clarity on project timing, etc. These projects will continue to be addressed through the annual CIP review process.

As required by State Statute, the Planning Commission held a public hearing on May 5, 2022 and voted unanimously to recommend to the City Council that the 2023-2027 CIP be approved.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE 2023-2027 CAPITAL IMPROVEMENT PROGRAM (CIP) FOR INFRASTRUCTURE AND OTHER CAPITAL IMPROVEMENTS FOR THE CITY OF LA VISTA.

WHEREAS, the City of La Vista's Capital Improvement Program (CIP) document has been prepared and presented to Council; and

WHEREAS, the La Vista Planning Commission has reviewed the 2023-2027 Capital Improvement Program (CIP) for the City of La Vista and recommends to Council approval of the Plan; and

WHEREAS, the Mayor and City Council of the City of La Vista, Nebraska held a public hearing on the City of La Vista's 2023-2027 Capital Improvement Program (CIP) for infrastructure and other capital improvements for the City of La Vista; and

WHEREAS, the citizens of the City of La Vista have therefore had an opportunity to comment on the 2023-2027 Capital Improvement Program (CIP) for infrastructure and other capital improvements for the City of La Vista as submitted and reviewed by the La Vista City Council;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska that the 2023-2027 Capital Improvement Program (CIP) for infrastructure and other capital improvements for the City of La Vista as submitted and reviewed by the Mayor and City Council of the City of La Vista be, and the same hereby is, accepted and approved.

PASSED AND APPROVED THIS 7TH DAY OF JUNE 2022.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Patricia Anderson
Deputy City Clerk



Recommended

FY23 – FY27

Capital Improvement Program

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FY23-FY27 Summary Sheets

FY23-FY27 Capital Improvement Program

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■ New Item

Number	Project Title	Category	2023	2024	2025	2026	2027	5-Year Total
ADMN22001	Wayfinding Implementation	Public Facilities & Other	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
CMDV18002	City Centre Parking #2	Public Facilities & Other	\$3,000,000	-	-	-	-	\$3,000,000
CMDV23001	Zoning/Subdivision Regulations Update	Public Facilities & Other	-	\$200,000	-	-	-	\$200,000
CMDV23002	Bicycle & Pedestrian Plan	Parks	\$100,000	-	-	-	-	\$100,000
LIBR22001	Library Parking Lot Rehab	Public Facilities & Other	-	\$600,000	-	-	-	\$600,000
LIBR23001	Space Needs Study - Library	Public Facilities & Other	\$39,000	-	-	-	-	\$39,000
■ LIBR27001	Library Rotunda Improvements	Public Facilities & Other	-	-	-	-	\$50,000	\$50,000
PARK17001	Mini Park Plan Improvements	Parks	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
PARK17006	Central Park Phase 3 Impv	Parks	\$500,000	-	-	-	-	\$500,000
PARK18001	The Link	Parks	\$4,500,000	-	-	-	-	\$4,500,000
PARK20002	Swimming Pool Design & Construction	Parks	-	-	\$800,000	-	\$7,200,000	\$8,000,000
PARK20003	Swimming Pool Demolition	Parks	-	300,000	-	-	-	\$300,000
PARK23001	City Centre Plaza Space Improvements	Parks	-	\$1,500,000	-	-	\$1,500,000	\$3,000,000
PARK23002	Thompson Creek 72nd to Edgewood Trail	Parks	\$54,000	\$20,000	\$290,000	-	-	\$364,000
■ PARK23003	Central Park East Improvements	Parks	\$500,000	-	-	-	-	\$500,000
■ PARK25001	Central Park West Design	Parks	-	-	\$400,000	-	-	\$400,000
SEWR23001	Big Papio Sewer Siphone Replacement	Sewer	-	-	-	\$100,000	\$350,000	\$450,000
STRT13006	Harrison St Bridge M376	Streets	-	-	\$500,000	-	-	\$500,000
STRT16002	120th and Giles Drainage Improvements	Streets	\$300,000	-	-	-	-	\$300,000
STRT17003	Giles Rd Wide M376 (230)	Streets	-	-	\$2,484,000	-	-	\$2,484,000
STRT19001	Storm Sewer Inlet Top Repair	Streets	\$150,000	-	-	-	-	\$150,000
STRT19008	Corridor 84 Streetscape 1A & 1B	Streets	\$1,500,000	\$500,000	\$1,200,000	-	-	\$3,200,000
STRT23002	Bridge Deck Maintenance	Streets	-	\$900,000	-	-	-	\$900,000
STRT23004	Transportation Network Study	Streets	-	-	\$50,000	-	-	\$50,000
STRT23005	Corridor 84 Streetscape - Phase 1C	Streets	-	-	\$1,000,000	\$2,715,000	-	\$3,715,000
STRT23006	73rd Avenue Culvert Rehabilitation	Streets	\$250,000	-	-	-	-	\$250,000
STRT23009	Giles Road Rehabilitation	Streets	\$750,000	-	-	-	-	\$750,000
■ STRT23010	Pavement Assessment	Streets	\$40,000	-	-	-	-	\$40,000

■	STRT23011	UBAS Street Rehab: Harrison to Josephine, 72nd to 78th	Streets	\$500,000	-	-	-	\$500,000
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FY23-FY27 Capital Improvement Program

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■ New Item

Number	Project Title	Category	2023	2024	2025	2026	2027	5-Year Total
■	STRT23012	Asphalt Mill & Overlay: Terry Dr., 78th St., Lilian Ave.	Streets	\$1,100,000	-	-	-	\$1,100,000
■	STRT23013	Traffic Signal Improvements	Streets	\$40,000	-	-	-	\$40,000
	STRT24002	City Parking Lot Poles Southport	Streets	-	-	\$60,000	-	\$60,000
	STRT24003	Hell Creek Rehab - Olive Street	Streets	-	\$250,000	-	-	\$250,000
■	STRT24004	UBAS Street Rehab	Streets	-	\$500,000	-	-	\$500,000
■	STRT24005	Asphalt Mill & Overlay	Streets	-	\$1,000,000	-	-	\$1,000,000
■	STRT24006	Existing Central Park Access Road Reconstruction	Streets	-	\$1,050,000	-	-	\$1,050,000
■	STRT25001	Concrete Street Rehabilitation	Streets	-	-	\$500,000	-	\$500,000
■	STRT25002	Asphalt Street Rehabilitation	Streets	-	-	\$1,000,000	-	\$1,000,000
■	STRT26001	Concrete Street Rehabilitation	Streets	-	-	-	\$500,000	\$500,000
■	STRT26002	Asphalt Street Rehabilitation	Streets	-	-	-	\$1,000,000	\$1,000,000
■	STRT27001	Concrete Street Rehabilitation	Streets	-	-	-	\$500,000	\$500,000
■	STRT27002	Asphalt Street Rehabilitation	Streets	-	-	-	\$1,000,000	\$1,000,000
\$ 13,423,000 \$ 6,920,000 \$ 8,384,000 \$ 4,415,000 \$ 10,700,000 \$ 43,842,000								

FY23-FY27 Capital Improvement Program
Parks

■ New Item

Number	Project Title	Funding Source	2023	2024	2025	2026	2027	5-Year Total
CMDV23002	Bicycle & Pedestrian Plan	Debt Service Fund	\$100,000	-	-	-	-	\$100,000
PARK17001	Mini Park Plan Improvements	Lottery Fund	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
PARK17006	Central Park Phase 3 Impv	Redevelopment Fund	\$500,000	-	-	-	-	\$500,000
PARK18001	The Link	Redevelopment Fund	\$4,500,000	-	-	-	-	\$4,500,000
PARK20002	Swimming Pool Design & Construction	Redevelopment Fund - Lottery Fund	-	-	\$800,000	-	\$7,200,000	\$8,000,000
PARK20003	Swimming Pool Demolition	Redevelopment Fund	-	\$300,000	-	-	-	\$300,000
PARK23001	City Centre Plaza Space Improvements	Redevelopment Fund	-	\$1,500,000	-	-	\$1,500,000	\$3,000,000
PARK23002	Thompson Creek 72nd to Edgewood Trail	Debt Service Fund	\$54,000	\$20,000	\$290,000	-	-	\$364,000
■ PARK23003	Central Park East Improvements	Redevelopment Fund	\$500,000	-	-	-	-	\$500,000
■ PARK25001	Central Park West Design	Redevelopment Fund	-	-	\$400,000	-	-	\$400,000
\$ 5,704,000 \$ 1,870,000 \$ 1,540,000 \$ 50,000 \$ 8,750,000 \$ 17,914,000								

FY23-FY27 Capital Improvement Program **Public Facilities & Other**

■ New Item

Number	Project Title	Funding Source	2023	2024	2025	2026	2027	5-Year Total
ADMN22001	Wayfinding Implementation	Lottery Fund	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
CMDV18002	City Centre Parking #2	Off-Street Parking Fund – Debt Service Fund	\$3,000,000	-	-	-	-	\$3,000,000
CMDV23001	Zoning/Subdivision Regulations Update	General Fund	-	\$200,000	-	-	-	\$200,000
LIBR22001	Library Parking Lot Rehab	Debt Service Fund	-	\$600,000	-	-	-	\$600,000
LIBR23001	Space Needs Study - Library	Debt Service Fund	\$39,000	-	-	-	-	\$39,000
■ LIBR27001	Library Rotunda Improvements	Debt Service Fund	-	-	-	-	\$50,000	\$50,000
			\$ 3,089,000	\$ 850,000	\$ 50,000	\$ 50,000	\$ 100,000	\$ 4,139,000

FY23-FY27 Capital Improvement Program

Sewer

■ New Item

Number	Project Title	Funding Source	2023	2024	2025	2026	2027	5-Year Total
SEWR23001	Big Papio Sewer Siphon Replacement	Sewer Fund	-	-	-	\$100,000	\$350,000	\$450,000
			-	-	-	\$100,000	\$350,000	\$450,000

FY23-FY27 Capital Improvement Program

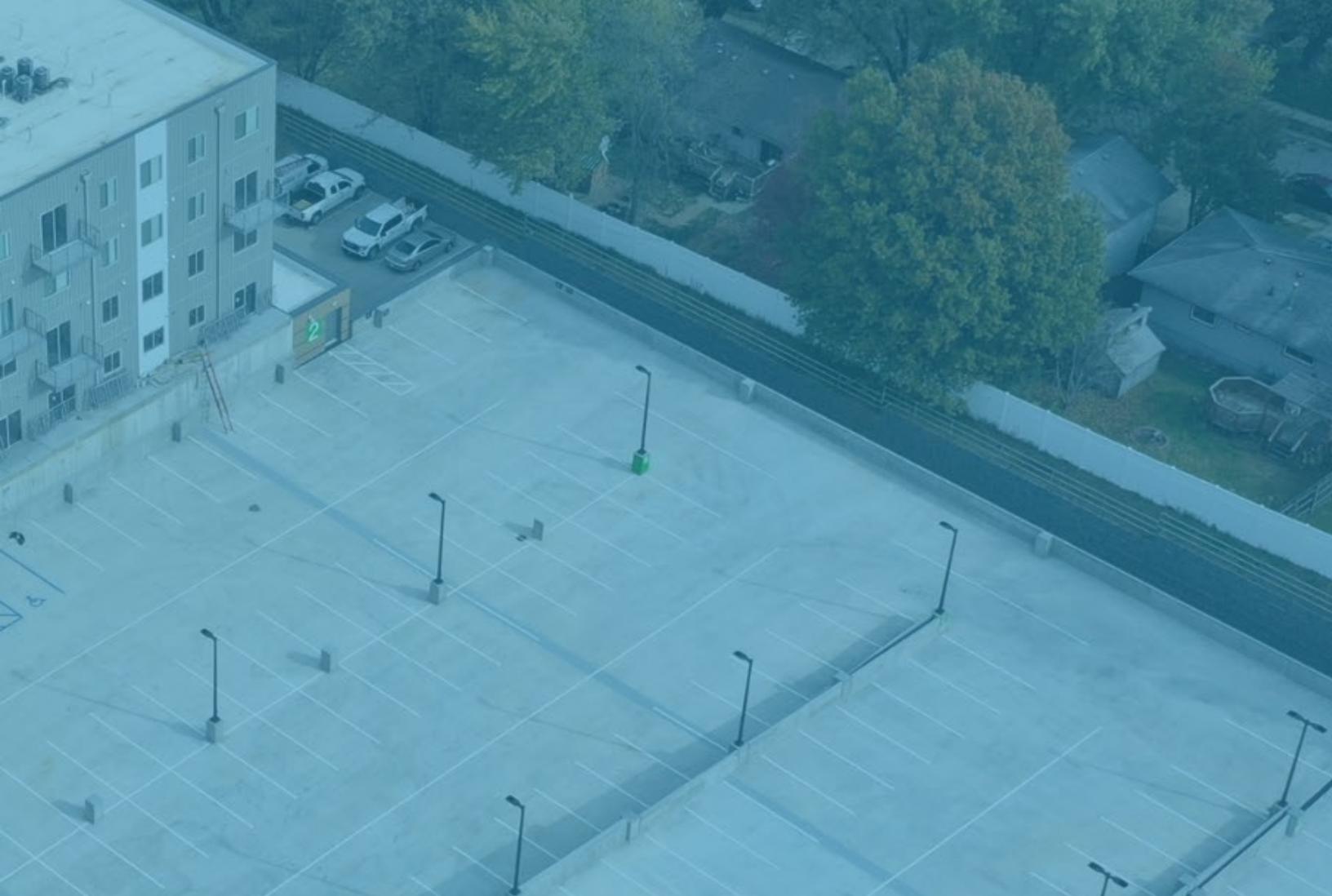
Streets

■ New Item

Number	Project Title	Funding Source	2023	2024	2025	2026	2027	5-Year Total
STRT13006	Harrison St Bridge M376	Debt Service Fund	-	-	\$500,000	-	-	\$500,000
STRT16002	120th and Giles Drainage Improv	Debt Service Fund	\$300,000	-	-	-	-	\$300,000
STRT17003	Giles Rd Wide M376 (230)	Debt Service Fund	-	-	\$2,484,000	-	-	\$2,484,000
STRT19001	Storm Sewer Inlet Top Repair	Debt Service Fund	\$150,000	-	-	-	-	\$150,000
STRT19008	Corridor 84 Streetscape 1A & 1B	Redevelopment Fund	\$1,500,000	\$500,000	\$1,200,000	-	-	\$3,200,000
STRT23002	Bridge Deck Maintenance	Debt Service Fund	-	\$900,000	-	-	-	\$900,000
STRT23004	Transportation Network Study	Debt Service Fund	-	-	\$50,000	-	-	\$50,000
STRT23005	Corridor 84 Streetscape - Phase 1C	Redevelopment Fund	-	-	\$1,000,000	\$2,715,000	-	\$3,715,000
STRT23006	73rd Avenue Culvert Rehabilitation	Debt Service Fund	\$250,000	-	-	-	-	\$250,000
STRT23009	Giles Road Rehabilitation	Debt Service Fund	\$750,000	-	-	-	-	\$750,000
■ STRT23010	Pavement Assessment	Debt Service Fund	\$40,000	-	-	-	-	\$40,000
■ STRT23011	UBAS Street Rehab: Harrison to Josephine, 72nd to 78th	Debt Service Fund	\$500,000	-	-	-	-	\$500,000
■ STRT23012	Asphalt Mill & Overlay: Terry Dr., 78th St., Lillian Ave.	Debt Service Fund	\$1,100,000	-	-	-	-	\$1,100,000
■ STRT23013	Traffic Signal Improvements	Debt Service Fund	\$40,000	-	-	-	-	\$40,000
STRT24002	City Parking Lot Poles Southport	Debt Service Fund	-	-	\$60,000	-	-	\$60,000
STRT24003	Hell Creek Rehab - Olive Street	Debt Service Fund	-	\$250,000	-	-	-	\$250,000
■ STRT24004	UBAS Street Rehab	Debt Service Fund	-	\$500,000	-	-	-	\$500,000
■ STRT24005	Asphalt Mill & Overlay	Debt Service Fund	-	\$1,000,000	-	-	-	\$1,000,000
■ STRT24006	Existing Central Park Access Road Reconstruction	Debt Service Fund	-	\$1,050,000	-	-	-	\$1,050,000
■ STRT25001	Concrete Street Rehabilitation	Debt Service Fund	-	-	\$500,000	-	-	\$500,000
■ STRT25002	Asphalt Street Rehabilitation	Debt Service Fund	-	-	\$1,000,000	-	-	\$1,000,000
■ STRT26001	Concrete Street Rehabilitation	Debt Service Fund	-	-	-	\$500,000	-	\$500,000
■ STRT26002	Asphalt Street Rehabilitation	Debt Service Fund	-	-	-	\$1,000,000	-	\$1,000,000
■ STRT27001	Concrete Street Rehabilitation	Debt Service Fund	-	-	-	-	\$500,000	\$500,000
■ STRT27002	Asphalt Street Rehabilitation	Debt Service Fund	-	-	-	-	\$1,000,000	\$1,000,000
\$ 4,630,000 \$ 4,200,000 \$ 6,794,000 \$ 4,215,000 \$ 1,500,000 \$ 21,339,000								

FY23-FY27 Capital Improvement Program
Unprogrammed

Number	Project Title	Category	Estimated Project Cost
CMDV20001	City Centre Parking #3	Public Facilities & Other	\$15,000,000
PARK19003	City Park Parking Lot Imprv	Parks	\$125,000
PARK22001	Memorial Plaza (Construction)	Public Facilities & Other	\$1,000,000
PARK27001	Central Park West Improvements	Parks	\$4,000,000
SPRT11002	Sports Complex Lighting Rehab	Parks	\$85,000
STRT17002	66th St Reconstruction	Streets	\$842,200
SPRT20001	Sports Complex Sidewalks	Parks	\$53,000
			\$ 21,105,200



Project Detail Sheets



An aerial photograph of a park at dusk or night. The park features several baseball fields with green grass and brown dirt diamonds. A large, circular parking lot is filled with numerous cars. In the background, there are houses and a street with more parked cars. The sky is dark, indicating it is nighttime.

Parks

Parks

CMDV23002 – Bicycle & Pedestrian Plan

DESCRIPTION:

Comprehensive bicycle and pedestrian mobility plan for La Vista that would identify opportunities for sidewalk and trail connections, create standards for trail development, establish priority phasing, provide cost estimates for priority segments, and provide strategies for implementation and financing opportunities.

JUSTIFICATION:

This plan is a necessary first step in the improvement of La Vista's trail system and the establishment of a connected, safe, and efficient multi-modal transportation system. This project directly supports every goal listed in the "Move About" section of La Vista's Comprehensive Plan. The project deliverable will guide the construction of future trails in La Vista to create additional opportunities for recreation, access to employment and services, and economic development generation.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
100,000	-	-	-	-	100,000	-

FUNDING SOURCE:

Debt Service Fund & MAPA Grant

The City has applied for a grant through MAPA, which will require the City to pay a 20% match. The total cost of the project is estimated at \$100k with the City's portion being \$20k if the grant is received. It is anticipated that the funds will be received in FY23.

OPERATIONAL IMPACT:

N/A.

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	-	-	-	-	-	-

PARK17001 – Mini Park Plan Improvements

DESCRIPTION:

The Park Planning Committee has identified consistent and improved signage in all of the City's parks as the priority project for use of the funds included in FY21 and FY22. Now that the City's branding project has been completed, a process can be undertaken to design appropriate signage for the City's parks. This design process would be part of an overall community wayfinding strategy. Once designs have been created and approved, costs can be identified, and a strategy can be developed to begin erecting new signs in the parks.

JUSTIFICATION:

In 2012 Mini Park Plans were developed in accordance with the City's Master Park Plan and presented to Council. These plans addressed the long-term needs and functionality within each of the City's existing parks to ensure a safe, convenient, functional, and aesthetically pleasing environment. Funding is included in each year of the CIP in an effort to implement recommended park improvements at various locations. The Park Planning Committee makes recommendations each year for use of these funds.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
50,000	50,000	50,000	50,000	50,000	250,000	-

FUNDING SOURCE:

Lottery Fund

OPERATIONAL IMPACT:

Enter text.

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	-	-	-	-	-	-

Parks

PARK17006 – Central Park Phase 3 Improvements

DESCRIPTION:

With the development of the Astro Event Center and The Link staff expects an increase in the number of visitors to Central Park in the evening hours as they come and go from these facilities. In order to help maintain a level of safety for those using the park's trails additional lighting will be needed throughout Central Park. Funds are included in FY23 for planning, design, and erection of enough light poles to provide lighting along the trails in Central Park.

JUSTIFICATION:

The original regional park concept for this area was created as an impetus for development along the 84th Street corridor and to provide a gathering place for the public to enjoy. In addition to adding to the amenities of Central Park, this project increases the level of safety for those using the trails in the park after sunset.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
500,000	-	-	-	-	500,000	-

FUNDING SOURCE:

Redevelopment Fund

OPERATIONAL IMPACT:

Upon completion of the project, the light poles will increase the electrical budget of the City under the Public Works budget.

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
1,000	1,030	1,060	1,092	1,125	1,160	1,195	1,230	1,270	1,305

PARK18001 – The Link

DESCRIPTION:

As part of the 84th Street redevelopment effort, City Ventures, a private development company, is creating a mixed-use project (City Centre), on the former Brentwood Crossing property. In conjunction with the plan, the City has begun a project to convert the former La Vista Falls Golf Course into a regional park. The City will be constructing restroom facilities, retaining walls, plaza spaces, and pedestrian connections from the park to the City Centre development. Design work is nearing completion on facilities and infrastructure improvements. It is anticipated that construction will begin in FY21 and continue into FY22. The second phase of this project is to complete design work on the eight acres west of 84th Street and the public plaza spaces in the City Centre development.

JUSTIFICATION:

To enable visitors to enjoy both the amenities available in the City Centre development as well as the park, transitional space and facilities need to be considered. Components of this project are anticipated to be public restroom facilities, public plaza spaces, and pedestrian connections as well as the infrastructure to support these amenities, such as retaining walls. A comfortable, inviting atmosphere is necessary to create a synergy between both spaces that will result in a "place" where people want to gather and enjoy themselves.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
4,500,000	-	-	-	-	4,500,000	-

FUNDING SOURCE:

Redevelopment Fund

OPERATIONAL IMPACT:

Enter text.

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	-	-	-	-	-	-

Parks

PARK20002 – Swimming Pool Design & Construction

DESCRIPTION:

Due to its significant age (60+ years) and ongoing maintenance issues, the existing City swimming pool has reached the end of its useful life. Discussion has been ongoing for several years regarding the eventual need to replace this facility and the available options to do so. The existing pool location is immediately adjacent to the site where a pedestrian underpass will be constructed to connect Central Park east and west of 84th Street. In order to facilitate the underpass connection and utilize the space west of 84th Street it is necessary to demolish the existing pool. A recent request for Federal Funding for the underpass project has been tentatively approved and, as such, demolition of the existing pool has been programmed.

JUSTIFICATION:

The goal of this project is to continue to provide a functional municipal pool to our citizens and accommodate the connection between Central Park and Central Park West. Preliminary schematic design work has been substantially completed on a new pool and public meetings have been held to receive input regarding the design and potential location. Staff has recommended a site at the west end of existing Kelly Fields pending a final decision from the City Council.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	-	800,000	-	7,200,000	8,000,000	-

FUNDING SOURCE:

Redevelopment Fund & Lottery Fund

OPERATIONAL IMPACT:

N/A

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	-	228,000	232,560	237,211	241,955	246,795

PARK20003 – Swimming Pool Demolition

DESCRIPTION:

In conjunction with the La Vista City Centre redevelopment project, the City converted the former La Vista Falls Golf Course into a regional park, now known as Central Park. Central Park consists not only of this former golf course area, but also includes adjacent existing land west of 84th Street referred to as Central Park West. The Park Master Plan for this area calls for the park to connect to the west side of 84th Street via an underpass, which will be located directly adjacent to the existing pool site. In order to facilitate the underpass connection and utilize the space west of 84th Street it is necessary to demolish the existing pool. A recent request for Federal Funding for the underpass project has been tentatively approved and, as such, the pool demolition needs to be programmed to facilitate construction.

JUSTIFICATION:

This project needs to be completed to facilitate construction of the pedestrian underpass.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	300,000	-	-	-	300,000	-

FUNDING SOURCE:

Redevelopment Fund

OPERATIONAL IMPACT:

N/A

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	-	-	-	-	-	-

Parks

PARK23001 – City Centre Plaza Space Improvements

DESCRIPTION:

A contract was approved with RDG to design improvements and amenities for the public plaza spaces in City Centre as well as the eight acres of land west of 84th Street adjacent to Civic Center Park. This work has been completed and schematic design is complete on the two small "parks" in the City Centre development. The space located at Main Street and Barmettler Drive is anticipated to be the first of these spaces to be constructed. There is already private development on two sides of this space and as City Centre continues to build out and the music venue opens in 2023, this area will be very visible and utilized by the public.

JUSTIFICATION:

Design and construction of welcoming, interactive public plaza spaces to facilitate and enhance the desired atmosphere in the City Centre development. A component of the public space at Main Street and Barmettler Drive will be a ride share pick up/drop off site. This will be an important feature to aid in traffic movement and reduce congestion near the music venue. These spaces will also provide additional places for both residents and visitors to gather. It is recommended that the Barmettler Drive/Main Street space be developed initially (FY24) and the space further to the south wait until additional development takes place (anticipated FY27 construction).

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	1,500,000	-	-	1,500,000	3,000,000	-

FUNDING SOURCE:

Redevelopment Fund

OPERATIONAL IMPACT:

Park maintenance and operation.

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	5,000	5,150	5,305	10,305	10,615	10,935	11,260	11,600

PARK23002 – Thompson Creek 72nd to Edgewood Trail

DESCRIPTION:

This project will create a trail connection between the current Keystone Trail at S. 69th Street and a future underpass on 84th Street. Public Works recently submitted for and was approved to receive Transportation Alternative Program (TAP) funding for this project.

JUSTIFICATION:

This project will construct a new trail from the terminus of the Keystone Trail on S. 69th Street to the future trail in Central Park at Edgewood Blvd. Once construction of the underpass at 84th Street is complete, this will allow for east/west pedestrian movements safely under 84th Street to the very east end of La Vista at the Sports Complex.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
54,000	20,000	290,000	-	-	364,000	-

FUNDING SOURCE:

Debt Service Fund

OPERATIONAL IMPACT:

Future O&M costs related to maintaining the trail.

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	-	-	-	-	-	-

Parks

PARK23003 – Central Park East Improvements

DESCRIPTION:

In conjunction with the La Vista City Centre redevelopment project, the City converted the former La Vista Falls Golf Course into a regional park, now known as Central Park. Central Park consists not only of this former golf course area, but also includes adjacent existing park land referred to as Central Park East. The first two phases of park improvements have been completed, and construction of a third phase (lighting) is planned for FY23. Phase 4 funds have also been added to FY23 for replacement of the restroom, shelter and playground equipment that were removed from Central Park East as part of the Thompson Creek Channel project. This project will include design and construction of a combination restroom and shelter facility as well as the purchase of new playground equipment.

JUSTIFICATION:

The regional park concept for this area was created as an impetus for development along the 84th Street corridor and to provide a gathering place for the public to enjoy. Amenities to make all areas of the park safe and enjoyable are necessary to ensure a successful project. The Thompson Creek Channel work necessitated the removal of existing facilities and equipment that need to be replaced in Central Park East.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
500,000	-	-	-	-	500,000	-

FUNDING SOURCE:

Redevelopment Fund

OPERATIONAL IMPACT:

There will be minimal impact to operational costs as a result of this project. Routine repair and maintenance will be needed over time for the facilities and equipment.

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
0	0	0	0	0	0	0	0	0	0

PARK25001 – Central Park West Design

DESCRIPTION:

As part of a Placemaking and Landscape Design project, consultant RDG designed a plan for the area adjacent to Central Park and West of 84th Street (now referred to as Central Park West) to be used as event/festival space. The area is approximately 8 acres in size. A portion of this space has been recommended by staff as the potential sight of a new community swimming pool and a schematic design for event space in the surrounding area has been developed. This project would fund final design work, creation of construction documents and development of a phasing plan for the event space in conjunction and collaboration with similar work on the proposed swimming pool.

JUSTIFICATION:

The regional park concept for this area was created as an impetus for development along the 84th Street corridor and to provide a gathering place for the public to enjoy. Creating spaces where community events can be held and extending the park concept to the west side of 84th Street supports the City Centre development as well as providing space for other area event organizers to bring activities to La Vista.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	-	400,000	-	-	400,000	-

FUNDING SOURCE:

Redevelopment Fund

OPERATIONAL IMPACT:

N/A

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	-	-	-	-	-	-



Public Facilities & Other

ADMN22001 – Wayfinding Implementation

DESCRIPTION:

A Wayfinding Plan for the City of La Vista will soon be completed by Design Workshop which will provide signage and other wayfinding structure design as well as a plan for implementation. This project provides funding to implement the plan and construct signs and structures as recommended. The first location will most likely be within City parks.

JUSTIFICATION:

This funding is to implement the Wayfinding Plan currently being completed by Design Workshop. It is to ensure that signage, wayfinding structures and art work as recommended in the study gets constructed and the Plan doesn't just end up on a shelf.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
50,000	50,000	50,000	50,000	50,000	50,000	-

FUNDING SOURCE:

Lottery Fund

OPERATIONAL IMPACT:

The operational impact of this will be on-going care and maintenance of signage/wayfinding structures once constructed.

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	-	5,000	5,000	5,000	5,000	5,000

Public Facilities & Other

CMDV18002 – City Centre Parking #2

DESCRIPTION:

As part of the 84th Street redevelopment effort, City Ventures, a private development company, is creating a mixed-use project (City Centre) on the former Brentwood Crossing property. The City has agreed to construct public infrastructure improvements in conjunction with this project. Public parking facilities are part of these improvements. A public parking district has been created to facilitate these projects.

JUSTIFICATION:

As part of the 84th Street redevelopment effort, City Ventures, a private development company, is creating a mixed-use project (City Centre) on the former Brentwood Crossing property. The City has agreed to construct public infrastructure improvements in conjunction with this project. Public parking facilities are part of these improvements. A public parking district has been created to facilitate these projects.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
3,000,000	-	-	-	-	3,000,000	-

FUNDING SOURCE:

Off-Street Parking Fund & Debt Service Fund

OPERATIONAL IMPACT:

O&M similar to what is outlined for parking structure #1.

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	-	-	-	-	-	-

CMDV23001 – Zoning/Subdivision Regulations Update

DESCRIPTION:

The City's new Comprehensive Plan was adopted in 2019. The Zoning and Subdivision Regulations are two of the primary tools utilized to implement the City's vision established within the Comprehensive Plan. These regulations have had many minor text updates over time but have not been fully reviewed or updated since 2001. Some areas are very antiquated due to continuous changing technologies, businesses, and community preferences of today. This project proposes to hire a consultant to completely rewrite the City's Zoning and Subdivision Regulations and possibly put them into a Unified Development Ordinance containing all development-oriented regulations.

JUSTIFICATION:

It has been many years since the City's development regulations have been updated. Aside from some minor occasional text updates, La Vista's current Zoning Ordinance is more than 20 years old. This project will modernize La Vista's development regulations to address new uses that have resulted from new technologies, new planning and zoning techniques and best practices, policies and procedures, and will be easier to read and understand by the development community and the general public. The updated regulations will be written to assist the City in reaching its vision for the future of the community in accordance with the Comprehensive Plan.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	200,000	-	-	-	200,000	-

FUNDING SOURCE:

General Fund

OPERATIONAL IMPACT:

N/A.

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	-	-	-	-	-	-

Public Facilities & Other

LIBR22001 – Library Parking Lot Rehab

DESCRIPTION:

Metropolitan Community College and the La Vista Public Library currently share a building that was built in 1997. In 2019 a large portion of the east parking to the north was torn out and replaced along with the drive connecting the east and west parking lots. The remaining portion of the west lot, as well as the south section of the east lot, also need to be replaced. This will be a joint project with Metro and the City's portion of these common area improvements is 42% of the total project.

JUSTIFICATION:

This project will fix all of the remaining damaged panels at the shared parking lots of the La Vista Library and Metro Community College.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	600,000	-	-	-	-	-

FUNDING SOURCE:

Debt Service Fund

OPERATIONAL IMPACT:

Will reduce the annual O&M for crack sealing and pothole repairs.

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	-	-	-	-	-	-

LIBR23001 – Space Needs Study – Library

DESCRIPTION:

The library was constructed in 1997 and since that time staffing numbers have increased and the need for additional work areas is at a critical point. Multiple staff members currently share workspace and these "work arounds" have been utilized for several years as temporary fixes. The library is now at a turning point with an additional full-time staff member and part-time employees who do not have adequate work space. Additionally, the types of program offerings and the technology utilized has changed considerably since 1997. A space needs study will ensure the building is being utilized in the best possible way for the public and that adequate, functional workspace will be provided for staff. This project has currently been moved to pending.

JUSTIFICATION:

The overall goal is to provide adequate, functional space for the public to enjoy the facility and for the library staff to have appropriate work areas to accomplish tasks efficiently and effectively. The first step to achieving this goal is to conduct a study of the existing space and make a determination regarding what is needed. A plan can then be developed for implementing the necessary changes/additions.

Two fulltime positions have been added with limited work space. A study would explore options available for staff. Relocation of the circulation desk also needs to be explored. If the current desk was moved by the front library doors, staff could utilize this space.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
39,000	-	-	-	-	39,000	-

FUNDING SOURCE:

Debt Service Fund

OPERATIONAL IMPACT:

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	-	-	-	-	-	-

Public Facilities & Other

LIBR27001 – Library Rotunda Improvements

DESCRIPTION:

Seal the rotunda at the Library

JUSTIFICATION:

There will need to be some future work done on the rotunda at Library/Metro facility to ensure the longevity of that facility.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	-	-	-	50,000	50,000	-

FUNDING SOURCE:

Debt Service Fund

OPERATIONAL IMPACT:

N/A

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	-	-	-	-	-	-

A white utility truck with a bucket lift is shown from a side-front angle. The truck has a large white bucket lift arm extending upwards and to the right. The word "Altec" is printed on the side of the lift arm. The truck's cab has a large front window and a side window. The number "2206" is printed on the front fender. The side of the truck features the "La Vista" logo, which includes a stylized mountain or building icon inside a red oval, with "La Vista" in blue text below it, and "PUBLIC WORKS" in blue text below that. The truck is parked on a paved surface with a utility pole and wires visible in the background.

Altec

La Vista
PUBLIC WORKS

Sewer

Sewer

SEWR23001 – Big Papio Sewer Siphon Replacement

DESCRIPTION:

The existing siphon at the junction of Thompson Creek and the Big Papillion Creek has been exposed due to ongoing creek erosion. Temporary repairs were made to the existing siphon barrels in 2017, however full replacement of the sanitary sewer siphon is needed. Replacing the siphon in FY25 will allow time for the sewer fund to accumulate enough reserve to fund the installation.

JUSTIFICATION:

If not addressed the erosion will eventually cause the siphon to break free discharging it into the Big Papillion Creek.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	-	-	100,000	350,000	450,000	-

FUNDING SOURCE:

Sewer Fund

OPERATIONAL IMPACT:

Potential to reduce future risk from critical failure.

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	-	-	-	-	-	-

An aerial photograph of a two-lane asphalt road. A single yellow center line runs down the middle. A dark-colored car is positioned in the upper left lane, facing away from the viewer. The road is bordered by green grassy areas and a sidewalk on the right. In the background, there are trees and a parking lot with several cars.

Streets

Streets

STR13006 – Harrison St Bridge

DESCRIPTION:

The 92nd and Harrison Street bridge needs repairs that go beyond routine maintenance. This project would reconstruct the bridge deck, approach slabs, and pillars. The project would be completed jointly with the City of Omaha, the project's lead agent. The amount shown is La Vista's share of the project.

JUSTIFICATION:

Harrison Street is a major arterial in use throughout the day. To ensure bridge integrity, it should be reconstructed. Project No. 202 in the One and Six Year Road Plan.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	-	500,000	-	-	500,000	-

FUNDING SOURCE:

Debt Service Fund

OPERATIONAL IMPACT:

Reduced O&M costs and increased safety to traveling public.

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	(1,000)	(970)	(940)	(910)	(885)	(855)

STR16002 – 120th and Giles Drainage Improvements

DESCRIPTION:

Project is to improve drainage conditions for runoff coming from the east catchment of Southport West down through the BNSF crossing and towards Papio Valley 1 Business Park.

JUSTIFICATION:

Project will improve drainage conditions to the south of Giles Road and reduce the flooding potential for the industrial lots along the north side of Papio Valley 1 Business Park.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
300,000	-	-	-	-	300,000	-

FUNDING SOURCE:

Debt Service Fund

OPERATIONAL IMPACT:

Project will reduce the likelihood of rain events causing flooding issues along the north edge of Papio Valley 1 Business Park, which will reduce the likelihood of flood fighting efforts and or cleanup after rain events. No impact of O&M.

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	-	-	-	-	-	-

STRTR7003 – Giles Rd Wide

DESCRIPTION:

Traffic projections indicate that by 2025 the intersections of Giles Road & Eastport Parkway and Giles Road and Southport Parkway will not be adequate to support anticipated traffic flows. This project will look at the entire Giles Road corridor from 96th Street to the interstate and will make recommendations for traffic flow improvement options.

JUSTIFICATION:

Roadway improvements will be necessary to facilitate good traffic flow as development and growth continue in this area. Maintaining good traffic flow will be a vital component of promoting the Southport area as a desirable location to visit and do business. This is Project No. 230 in the One and Six Year Road Plan.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	-	2,484,000	-	-	2,484,000	-

FUNDING SOURCE:

Debt Service Fund

OPERATIONAL IMPACT:

Additional future O&M costs.

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	10,000	10,300	10,600	10,930	11,255	11,595	11,940

STRTR9001 – Storm Sewer Inlet Top Repair

DESCRIPTION:

There are damaged and deteriorated storm inlet tops on 72nd Street and 96th Street, from Giles Road to Harrison Street.

JUSTIFICATION:

Replacing the inlet tops will enhance the street appearance and ensure the water drains into the sewer and not into the street.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
150,000	-	-	-	-	150,000	-

FUNDING SOURCE:

Debt Service Fund

OPERATIONAL IMPACT:

Reduced O&M costs

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	-	-	-	-	-	-

Streets

STR19008 – Corridor 84 Streetscape 1A & 1B

DESCRIPTION:

The Vision 84 plan calls for “Unique streetscape enhancements along 84th Street” as one of the goals of the master plan. The conceptual design portion of this project has been completed and cost estimates provided. Construction documents are currently being prepared and a phasing plan for construction has been provided (see below). Improvements will include but are not limited to gateway walls, expanded sidewalks, pedestrian lighting, irrigation and landscaping improvements along the roadway and in the medians from Harrison Street to Giles Road. Funding included in FY21 is for additional design work on intersecting components such as the west leg roadway and the bridge/underpass. Construction funding has been moved to pending until a project prioritization decision can be made. Proposed phasing plan: Phase 1A - Connectivity and Infrastructure - \$2M; Phase 1B - Connectivity and Infrastructure - \$1.2M; Phase 1C – Bridge-related Improvements - \$3.72M; Phase 2 - La Vista Identity - \$3.4M; Phase 3 - Planting the Corridor - \$3.86M; Phase 4 - Medians - \$1.8M; Phase 5 – Connecting to the Neighborhoods - \$1.58M

JUSTIFICATION:

In 2010, the City completed a Vision Plan for 84th Street (Vision 84) which included an extensive public process and the adoption of a master plan which called for the 84th Street corridor to become the central city core with a memorable and distinct identity, a vibrant mix of land uses, and creating a sense of community and a high quality of life for residents.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
1,500,000	500,000	1,200,000	-	-	3,200,000	-

FUNDING SOURCE:

Redevelopment Fund & Federal Earmark

The City was awarded \$5M through the U.S. House of Representative's 2022 earmark program. The final design and construction of this project portion and Phase 1C will take place in FY23-FY25.

OPERATIONAL IMPACT:

As Phases 1A and 1B do not include any specific landscaping improvements, the main area of additional operational cost is the maintenance of the trails. Crews are currently utilizing the utility tractors with a snowblower head to clear the current sidewalks. The width and thickness will allow a pickup truck with a blade to clear the trails. This has a potential, to cut the amount of time dedicated to clearing these walkways.

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
1,000	1,030	1,060	1,095	1,125	1,160	1,195	1,230	1,265	1,305

STR23002 – Bridge Deck Maintenance

DESCRIPTION:

This project will identify compromised bridge decks throughout the City for resurfacing and resealing to prevent corrosion to the bridge structure. This project is a placeholder to allow adequate funding.

JUSTIFICATION:

This project is to ensure the long-term integrity of the City's bridge infrastructure.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	900,000	-	-	-	900,000	-

FUNDING SOURCE:

Debt Service Fund

OPERATIONAL IMPACT:

Reduced O&M costs

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	(500)	(485)	(470)	(455)	(440)	(425)	(410)	(395)

STR23004 – Transportation Network Study

DESCRIPTION:

At the strategic planning session held in January 2020, an action item was reviewed that states, "Provide transportation connections, accessibility and options within the City". This project proposes to use a transportation consultant to evaluate the current transportation network and make recommendations in terms of guidelines, standards and/or practices to enhance the transportation network.

JUSTIFICATION:

This project would allow Public Works, in collaboration with Community Development, to quantify, prioritize, and effectively carry out projects that will complete Goal 3.3 of the current Strategic Plan which is to "Provide a safe, efficient, and well-connected multimodal transportation system which contributes to a high quality of life."

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	-	50,000	-	-	50,000	-

FUNDING SOURCE:

Debt Service Fund

OPERATIONAL IMPACT:

Allows for better future planning of street construction projects.

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	-	-	-	-	-	-

Streets

STR23005 – Corridor 84 Streetscape – Phase 1C

DESCRIPTION:

As part of the 84th Street redevelopment effort, City Ventures, a private development company, is creating a mixed-use project (City Centre), on the former Brentwood Crossing property. In conjunction with that plan, the City has begun a project to convert the former La Vista Falls Golf Course into a regional park. The Park Master Plan calls for the park and the City Centre project to connect with the west side of the City via an underpass under 84th Street. In anticipation of multiple large-scale events being held in the park and the public spaces in City Centre, the area where the pool is now located is slated to be converted into additional usable public space, potentially festival space. The City intends to construct said underpass.

JUSTIFICATION:

In anticipation of multiple large-scale events being held in the park and the public spaces in City Centre, the area where the pool is now located is slated to be converted into additional usable public space, potentially festival space. This project would provide an access from Civic Center Park to the space west of 84th Street, connecting both sides of the City and providing pedestrian access to the park and the development from the west side of the City.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	-	1,000,000	2,715,000	-	3,715,000	-

FUNDING SOURCE:

Redevelopment Fund & Federal Earmark

The City was awarded \$5M through the U.S. House of Representative's 2022 earmark program. The final design and construction of this project portion and Phases 1A & 1B will take place in FY23-FY25.

OPERATIONAL IMPACT:

The structure itself regularly will have to be inspected and maintained like any other bridge structure.

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
1,000	1,030	1,060	1,095	1,130	1,165	1,200	1,235	1,270	1,310

STR23006 – 73rd Avenue Culvert Rehabilitation

DESCRIPTION:

Culvert was inspected in 2020 and was found to have piping issues. Culvert lining is the least intrusive and cost effect measure to lengthen the service life of the culvert.

JUSTIFICATION:

Culvert will remain in service and reduce the likelihood of maintenance issues moving forward.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
250,000	-	-	-	-	250,000	-

FUNDING SOURCE:

Debt Service Fund

OPERATIONAL IMPACT:

Reduce O&M costs and avoid future critical failure.

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	-	-	-	-	-	-

STR23009 – Giles Road Rehabilitation

DESCRIPTION:

Mill and overlay Giles Road eastbound and westbound from Southport Pkwy to the east bridge approach over I-80

JUSTIFICATION:

Existing pavement showing signs of deterioration in the joints, similar to areas adjacent that were had overlay work completed approximately 3 years ago (led by NDOT).

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
750,000	-	-	-	-	750,000	-

FUNDING SOURCE:

Debt Service Fund

OPERATIONAL IMPACT:

Reduce O&M costs - Overlay will reduce the maintenance burden.

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	(5,000)	(4,850)	(4,705)	(4,565)	(4,425)	(4,295)	(4,165)	(4,040)	(3,920)

Streets

STR23010 – Pavement Assessment

DESCRIPTION:

Updated assessment of City street conditions

JUSTIFICATION:

Assessment determines if appropriate funding is being maintained to achieve target PCI ratings for City streets.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
40,000	-	-	-	-	40,000	-

FUNDING SOURCE:

Debt Service Fund

OPERATIONAL IMPACT:

Better information to make informed decisions on future street projects and maintenance activities.

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	-	-	-	-	-	-

STR23011 – UBAS Street Rehab

DESCRIPTION:

Ultra-thin bonded asphalt overlay on city streets between 72nd St and 78th St. north of Josephine St.

JUSTIFICATION:

Funding street improvement projects to maintain target PCI's set by the City Council.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
500,000	-	-	-	-	500,000	-

FUNDING SOURCE:

Debt Service Fund

OPERATIONAL IMPACT:

Reduced O&M costs

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	(5,000)	(4,850)	(4,705)	(4,565)	(4,425)	(4,290)	(4,165)	(4,040)	(3,915)

STR23012 – Asphalt Mill & Overlay: Harrison to Josephine, 72nd to 78th

DESCRIPTION:

Perform 2" mill & asphalt overlay of Terry Dr., Lillian Ave., and S. 78th St.

JUSTIFICATION:

Funding street improvement projects to maintain target PCI's set by the City Council.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
1,100,000	-	-	-	-	1,100,000	-

FUNDING SOURCE:

Debt Service Fund

OPERATIONAL IMPACT:

Reduced O&M costs

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	(10,000)	(9,700)	(9,410)	(9,125)	(8,850)	(8,585)	(8,330)	(8,080)	(7,835)

STR23013 – Traffic Signal Improvements

DESCRIPTION:

Upgrade controller and detection units at the intersection of Eastport Pkwy. and Giles Rd.

JUSTIFICATION:

The controller and detection units at the intersection of Eastport Pkwy and Giles Rd. are original to the installation of the signal and are outdated. This will bring this intersection's detection capabilities up to par with the rest of the corridor.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
40,000	-	-	-	-	40,000	-

FUNDING SOURCE:

Debt Service Fund

OPERATIONAL IMPACT:

N/A

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	-	-	-	-	-	-

Streets

STR24002 – City Parking Lot Poles Southport

DESCRIPTION:

The light poles at the City owned parking lot in Southport West are starting to show their age. The poles are starting to rust in some areas, especially in places where they are in close proximity to the street. In order to maintain the integrity of the poles they need to be resurfaced.

JUSTIFICATION:

This project will prolong the life of the light poles in the City parking lot while improving their aesthetic value. The lights would also be upgraded to LED technology while they are down and being refurbished.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	-	60,000	-	-	60,000	-

FUNDING SOURCE:

Debt Service Fund

OPERATIONAL IMPACT:

Reduction in power costs

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	(1,500)	(1,545)	(1,590)	(1,640)	(1,690)	(1,740)	(1,790)	(1,845)

STR24003 – Hell Creek Rehab – Olive Street

DESCRIPTION:

Correct stream sloughing and pier undermining near the bridge at Olive St

JUSTIFICATION:

Per the 2020 bridge inspection report, there is some pier undermining and sloughing banks that will impact the structure if not addressed. This rehab work is an interim condition prior to the Phase 2 Rehabilitation Project.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	-	250,000	-	-	250,000	-

FUNDING SOURCE:

Debt Service Fund

OPERATIONAL IMPACT:

Project will reduce the likelihood of serious maintenance issues due to continued channel degradation

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	(500)	(485)	(470)	(455)	(440)	(425)	(410)	(400)

STR24004 – UBAS Street Rehab

DESCRIPTION:

Ultra-thin bonded asphalt overlay on Giles Rd from 66th St. to 84th St and 72nd St. from Harrison St. to Giles Rd.

JUSTIFICATION:

Funding street improvement projects to maintain target PCI's set by the City Council.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	500,000	-	-	-	500,000	-

FUNDING SOURCE:

Debt Service Fund

OPERATIONAL IMPACT:

Reduced O&M costs

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	(5,000)	(4,850)	(4,705)	(4,565)	(4,425)	(4,290)	(4,165)	(4,040)

STR24005 – Asphalt Mill & Overlay

DESCRIPTION:

Perform 2" mill & asphalt overlay of Terry Dr., Lillian Ave., and S. 78th St.

JUSTIFICATION:

Funding street improvement projects to maintain target PCI's set by the City Council.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	1,000,000	-	-	-	1,000,000	-

FUNDING SOURCE:

Debt Service Fund

OPERATIONAL IMPACT:

Reduced O&M costs

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	(10,000)	(9,700)	(9,410)	(9,125)	(8,850)	(8,585)	(8,330)	(8,080)

Streets

STR24006 – Existing Central Park Access Road Rehabilitation – Edgewood

DESCRIPTION:

This project would reconstruct the primary access road to Central Park off of Edgewood. Project will remove unknown thickness asphalt road and parking trays and replace with concrete.

JUSTIFICATION:

Project will remove older asphalt drive that shows signs of shove and rutting, and with the potential of increased truck traffic, asphalt surface will wear out.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	1,050,000	-	-	-	1,050,000	-

FUNDING SOURCE:

Debt Service Fund

OPERATIONAL IMPACT:

Project will extend the service life of the park road network and reduce O&M costs.

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	(1,500)	(1,455)	(1,410)	(1,370)	(1,325)	(1,285)	(1,250)	(1,210)

STR25001 – Concrete Street Rehabilitation

DESCRIPTION:

Ultra-thin bonded asphalt overlay on streets TBD by pavement assessment.

JUSTIFICATION:

Funding street improvement projects to maintain target PCI's set by the City Council.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	-	500,000	-	-	500,000	-

FUNDING SOURCE:

Debt Service Fund

OPERATIONAL IMPACT:

Reduced O&M costs

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	(5,000)	(4,850)	(4,705)	(4,565)	(4,425)	(4,290)	(4,165)

STR25002 – Asphalt Street Rehabilitation

DESCRIPTION:

Perform 2" mill & asphalt overlay of street TBD by pavement assessment.

JUSTIFICATION:

Funding street improvement projects to maintain target PCI's set by the City Council.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	-	1,000,000	-	-	1,000,000	-

FUNDING SOURCE:

Debt Service Fund

OPERATIONAL IMPACT:

Reduced O&M costs

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	(10,000)	(9,700)	(9,410)	(9,125)	(8,850)	(8,585)	(8,330)

STR26001 – Concrete Street Rehabilitation

DESCRIPTION:

Ultra-thin bonded asphalt overlay on streets TBD by pavement assessment.

JUSTIFICATION:

Funding street improvement projects to maintain target PCI's set by the City Council.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	-	-	-	500,000	-	500,000

FUNDING SOURCE:

Debt Service Fund

OPERATIONAL IMPACT:

Reduced O&M costs

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	(5,000)	(4,850)	(4,705)	(4,565)	(4,425)	(4,295)

Streets

STR26002 – Asphalt Street Rehabilitation

DESCRIPTION:

Perform 2" mill & asphalt overlay of street TBD by pavement assessment.

JUSTIFICATION:

Funding street improvement projects to maintain target PCI's set by the City Council.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	-	-	1,000,000	-	1,000,000	-

FUNDING SOURCE:

Debt Service Fund

OPERATIONAL IMPACT:

Reduced O&M costs

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	(10,000)	(9,700)	(9,410)	(9,125)	(8,850)	(8,585)

STR27001 – Concrete Street Rehabilitation

DESCRIPTION:

Ultra-thin bonded asphalt overlay on road TBD by pavement assessment.

JUSTIFICATION:

Funding street improvement projects to maintain target PCI's set by the City Council.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	-	-	-	-	500,000	500,000

FUNDING SOURCE:

Debt Service Fund

OPERATIONAL IMPACT:

Reduced O&M costs

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	-	(5,000)	(4,850)	(4,705)	(4,565)	(4,425)

STR27002 – Asphalt Street Rehabilitation

DESCRIPTION:

Ultra-thin bonded asphalt overlay on road TBD by pavement assessment.

JUSTIFICATION:

Funding street improvement projects to maintain target PCI's set by the City Council.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	-	-	-	-	1,000,000	1,000,000

FUNDING SOURCE:

Debt Service Fund

OPERATIONAL IMPACT:

Reduced O&M costs

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	-	(10,000)	(9,700)	(9,410)	(9,125)	(8,850)



Unprogrammed

CMDV20001 – City Centre Parking #3

DESCRIPTION:

As part of the 84th Street redevelopment effort, City Ventures, a private development company, is creating a mixed use project (City Centre) on the former Brentwood Crossing property. The City has agreed to construct public infrastructure improvements in conjunction with this project. Public parking facilities are part of these improvements. A public parking district has been created to facilitate these projects.

JUSTIFICATION:

City Centre is expected to be La Vista's downtown hub for shopping, dining, and entertainment. Residential and office uses will also be a part of the development. Parking structures are necessary to provide adequate parking for the anticipated uses in this development. Parking Structure #3 is not anticipated to be designed or constructed in the immediate future, however upon buildout of the project, this additional parking will be needed.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	-	-	-	-	-	15,000,000

FUNDING SOURCE:

N/A – Construction costs are unprogrammed.

OPERATIONAL IMPACT:

N/A

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	-	-	-	-	-	-

Unprogrammed

PARK19003 – City Park Parking Lot Impv

DESCRIPTION:

The use of a dedicated field at City Park by the Papillion/La Vista High School girls softball team has created a significant increase in vehicular traffic at the park. The current parking lot is often filled to capacity, and many cars are forced to park in the gravel at the south end of the park. The entrance off of 78th St. has also deteriorated significantly and needs to be replaced. This project would be done in two phases, the first phase would resurface the drive to the current parking lot, and the second phase would pave the gravel lot and add a retaining wall to the south.

JUSTIFICATION:

To ensure that players and visitors are able to safely park their vehicles when accessing the park, a new parking lot and retaining wall must be installed.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	-	-	-	-	-	125,000

FUNDING SOURCE:

N/A – Construction costs are unprogrammed.

OPERATIONAL IMPACT:

N/A

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	-	-	-	-	-	-

PARK22001 – Memorial Plaza Construction

DESCRIPTION:

The original Vision 84 plan identified the desire for a memorial plaza where people could go to reflect and honor friends and family members. During the work associated with the Civic Center Park interface design project, a recommendation was made that the area west of City Hall would be a more appropriate location for such a memorial. With the potential for an outdoor music venue adjacent to the park, the large amount of activity that will take place in the park, and the existing terrain, it was determined that a more serene, reverent setting would be better suited for this use. The funding included in FY22 is for initial design work and does not include construction costs. During the design process, location will be discussed as well as the focus of the memorial, that is, would it be limited to honoring those who have served in the military or would there be a component where public safety members or others could be honored as well.

JUSTIFICATION:

For many years, the City Council has discussed the need for the City to have a dedicated Memorial Plaza space for citizens.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	-	-	-	-	-	1,000,000

FUNDING SOURCE:

N/A - Construction costs are unprogrammed.

OPERATIONAL IMPACT:

The operating impact will be refined when a design has been established and selected.

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
5,000	5,150	5,305	5,465	5,630	5,800	5,970	6,150	6,335	6,525

Unprogrammed

PARK27001 – Central Park West Improvements

DESCRIPTION:

As part of a Placemaking and Landscape Design project, consultant RDG designed a plan for the area adjacent to Central Park and West of 84th Street (now referred to as Central Park West) to be used as event/festival space. The area is approximately 8 acres in size. A portion of this space has been recommended as the potential sight of a new community swimming pool and a schematic design for event space in the surrounding area has been developed. This project would fund the construction of the event space in conjunction and collaboration with similar work on the proposed swimming pool.

JUSTIFICATION:

The regional park concept for this area was created as an impetus for development along the 84th Street corridor and to provide a gathering place for the public to enjoy. Creating spaces where community events can be held and extending the park concept to the west side of 84th Street supports the City Centre development as well as providing space for other area event organizers to bring activities to La Vista.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	-	-	-	-	-	4,000,000

FUNDING SOURCE:

N/A – Construction costs are unprogrammed.

OPERATIONAL IMPACT:

The operating impact will be estimated when a design has been established and selected.

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	-	-	-	-	-	-

SPRTI1002 – Sports Complex Lighting Rehab

DESCRIPTION:

The existing lighting fixtures and mountings at the Sports Complex are near the end of their useful life. The fuses and ballasts are mounted at the top of the poles making maintenance costly and hazardous. The bulb covers must be removed with a hack saw or cutting torch. Mounting arms spin out of line during high winds. This project would replace the ball field lighting, mounting, ballasts, and fusing on Field #1 at the Sports Complex.

JUSTIFICATION:

New light fixtures will provide for greater employee safety and more energy efficient operation.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	-	-	-	-	-	85,000

FUNDING SOURCE:

N/A

OPERATIONAL IMPACT:

N/A

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	-	-	-	-	-	-

STRTI7002 – 66th St Reconstruction

DESCRIPTION:

This project would reconstruct 66th Street (Harrison Street to Giles Road) and Giles Road (66th Street to 69th Street). The referenced sections are narrow two-lane roadways without curb and gutter in some areas and there is a desire to improve the intersection of Giles Road and 66th Street, as well as connect 66th Street across Giles Road to the south.

JUSTIFICATION:

This project would provide for a much improved 66th Street from Harrison Street to Giles Road, which runs through the City's sports complex and, as a result, sees a fairly high volume of traffic when fields are in use. This is currently a narrow two-lane roadway. The connection to Giles Road on the south would also be improved and a connection would be provided past Giles Road to the south from 66th Street.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	-	-	-	-	-	842,200

FUNDING SOURCE:

N/A

OPERATIONAL IMPACT:

N/A

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	-	-	-	-	-	-

Unprogrammed

SPRT20001 – Sports Complex Sidewalks

DESCRIPTION:

Currently there are many spectators who frequent the Sports Complex who have difficulty traversing the grassy areas. This project will install sidewalks from the parking lot to the fields.

JUSTIFICATION:

Public Works has received requests over the years for hard surfacing from the parking lot to the fields at the Sports Complex. Sidewalks would allow for ADA access to the fields and provide safe passage for others.

REQUEST:

FY23	FY24	FY25	FY26	FY27	5 YEAR TOTAL	UNPROGRAMMED
-	-	-	-	-	-	53,000

FUNDING SOURCE:

N/A

OPERATIONAL IMPACT:

N/A

FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
-	-	-	-	-	-	-	-	-	-

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 7, 2022 AGENDA

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – ABM INDUSTRY GROUPS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RITA RAMIREZ ASST. CITY ADMINISTRATOR/ DIRECTOR OF COMM. SERVICES

SYNOPSIS

A resolution has been prepared to authorize the renewal of a Professional Services Agreement with ABM Industry Groups, LLC, Ralston, NE, for public parking services in an amount not to exceed \$157,312.00.

FISCAL IMPACT

The FY21/FY22 Biennial Budget provides funding for this service.

RECOMMENDATION

Approval.

BACKGROUND

In September of 2019 the City completed construction of Parking Structure 1 in the City Centre development. At that time, it was determined the City should engage a contractor possessing the expertise to perform the maintenance, management, and enforcement required at such a facility. Following an RFP process, ABM Industry Groups, LLC was selected to provide these services and a professional services agreement was approved.

The initial agreement which expires on June 30, 2022 includes an option to extend the term. ABM has performed satisfactorily and has been an invaluable resource as we have navigated our first experience in owning and operating a large parking facility. They have agreed to extend the agreement with no increase in fees. Currently the annual base management fee is \$47,400 with operating expenses billed monthly as incurred. The total not-to-exceed annual expenses are set at \$157,312. Annual actual costs to date are:

2019	\$ 20,659 (Partial Year)
2020	\$156,064
2021	\$128,881
2022	\$ 47,577 (Jan-April)

A copy of the agreement is attached.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH ABM INDUSTRY GROUPS, LLC, RALSTON, NEBRASKA, FOR PUBLIC PARKING SERVICES IN AN AMOUNT NOT TO EXCEED \$157,312.00.

WHEREAS, the City Council of the City of La Vista has determined that public parking services are necessary for Parking Structure 1 adjacent to Civic Center Park and the City Centre development; and

WHEREAS, on August 5, 2019 the City Council approved a professional services agreement with ABM for said public parking services; and

WHEREAS, said agreement expires on June 30, 2022; and

WHEREAS, said agreement contains an option to extend the initial term of the agreement in one year increments; and

WHEREAS, ABM has performed the outlined services satisfactorily during the initial contract period and the City desires to maintain continuity as we bring on a second parking facility in 2023; and

WHEREAS, ABM has agreed to a one year renewal of the agreement at no increase in cost; and

WHEREAS, the Off-Street Parking Fund includes funding for these services.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the renewal of a professional services agreement with ABM Industry Groups, LLC, Ralston, Nebraska, for public parking services in an amount not to exceed \$157,312.00 for a term of one year.

PASSED AND APPROVED THIS 7TH DAY OF JUNE 2022.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Patricia Anderson
Deputy City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into effective as of the 1st day of July, 2022 ("effective date") by and between the City of La Vista, Nebraska a municipal corporation, (hereinafter "the City") and ABM Industry Groups, LLC (a Delaware limited liability company authorized to transact business in Nebraska and subsidiary of ABM Industries Inc., a Delaware corporation authorized to transact business in Nebraska, hereinafter "Contractor").

WITNESSETH:

WHEREAS, The City is the owner of certain on-street public parking facilities located within the right-of-way along Main Street in La Vista, Nebraska as described or depicted in Exhibit A; and

WHEREAS, The City is the owner of a public off-street parking structure located at 8121 City Centre Drive in La Vista, Nebraska (Structure No. 1) as described or depicted in Exhibit A (together the on-street public parking facilities and public off-street parking structure are referred to herein as "Parking Facilities"); and

WHEREAS, Contractor has agreed to operate and maintain said facilities and structure in accordance with the terms and provisions of this AGREEMENT.

NOW THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 – TERM

Initial Term:

The AGREEMENT shall commence on the effective date above and will be in effect until June 30, 2023.

Option Term(s):

The City shall have the option to extend the initial term of the agreement in one (1) year increments for a period not to exceed two (2) additional years. The City shall notify the Contractor of its intention to exercise the option to extend at least ninety (90) days prior to the end of each term.

ARTICLE 2 – SITES

The Contractor shall operate and maintain the Parking Facilities. This AGREEMENT may be expanded to include other sites as agreed upon in writing by both parties.

ARTICLE 3 – DUTY TO OPERATE

The City shall at all times retain authority to elect to exercise control over the Parking Facilities covered by this document, and the operations conducted therein. Contractor shall perform the duties described herein in a manner that is subordinate to the City and is consistent with policies and directives of the City. Subject to such policies and directives, Contractor shall determine the means and methods of carrying out its duties under this Agreement. The contractor's duties shall include, but are not limited to, the following:

A. General

1. Manage and supervise the operation of the Parking Facilities subject to, governed by, conditioned upon, and in accordance with all the terms and provisions of this Agreement.
2. Keep the Parking Facilities open for public parking during such days and hours as may be specified in writing by the City Administrator or her/his designee (the "Parking Manager"), who shall be the designated point of contact for City under this Agreement.
3. Provide and maintain established standards of public health and cleanliness established by the Parking Manager.
4. Contractor shall use its best efforts to keep all areas of the Parking Facilities in good order and repair and in good and safe condition.
5. Regulate and supervise the parking of motor vehicles in the Parking Facilities in such manner as will facilitate the orderly, efficient, fast and safe parking of such vehicles and prevent obstruction of traffic on adjoining streets.
6. Treat all members of the general public with courtesy.
7. Charge and collect, on behalf of City, all daily fees, as City may from time to time prescribe, for the parking of motor vehicles in the Parking Facilities by any person whatsoever, including officers and employees of the City, Sarpy County, State of Nebraska, the United States Government, any public agency or district, and any private firm or corporation.
8. Pay and account to the Parking Manager, for all daily fees collected for parking and parking validations in strict accordance with the provisions of this Agreement and generally accepted accounting principles.
9. Keep and maintain adequate internal controls to assure that all daily fees to which City is entitled by operation of the Parking Facilities are received, accounted for and paid to City.
10. Keep and maintain all books, records and accounts hereinafter specified, and present to City all records and reports as specified in this Agreement. Any reports and other material prepared by or on behalf of Contractor under this Agreement (collectively, the "Documents") shall be and remain the property of Contractor. City may request copies of such Documents, and Contractor agrees to provide copies of such documents, which may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem appropriate without further employment of or payment of any compensation to Contractor. Contractor shall maintain in accordance with recognized accounting practices, throughout the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement, all records pertaining to Revenues and Operating Expenses (including without limitation the Base Management Fee) for the term hereof. Upon reasonable notice to Contractor, Parking Manager or its designated agent may examine any of Contractor's records relating to the management and operation of the Parking Facilities and shall have the right to audit the same at any time during the term of this Agreement and for a period of three (3) years after the termination or expiration of this Agreement. The cost of any such audit shall be borne by City unless such audit discloses an error

or inaccuracy in favor of Contractor in excess of five percent (5%) of stated income or expense, in which case Contractor shall pay for the cost of such audit. Additionally, interest (at 8%) on the amount disclosed in the audit shall be applied. Any adjustment in amounts due or owing by either Parking Manager or Contractor shall be paid within thirty (30) days following receipt of the audit report. The provisions of this Paragraph shall survive the expiration or termination of this Agreement.

11. Do all other things reasonably necessary for the safe and efficient operation of the Parking Facilities.

12. Operate and provide routine custodial maintenance of the Parking Facilities in accordance with the provisions of an operations manual to be approved by Parking Manager.

13. Maintain a good working, business relationship with the City as the client and owner of the Parking Facilities and keep the Parking Manager current and fully advised on all requests, complaints, or problems with any business entities, customers, or other individuals or agencies and the status of the parking operations in general.

14. Obtain prior approval from the Parking Manager for any special request for parking or parking fees, parking fee discounts, parking validations, or any other arrangements or Agreements for additional services or augmentations to the terms of this Agreement.

15. Upon request by the Parking Manager, representative(s) of Contractor responsible for supporting and overseeing operations shall meet with Parking Manager and participate in an inspection of the Parking Facilities and confer on the status of operations and possible improvements.

B. Quality of Services Rendered.

1. Contractor shall reasonably ensure that customers receive consistently high levels of service and that they experience no undue delays in entering or leaving the Parking Facilities.

2. Contractor shall gather information necessary to identify service demands and shall assign sufficient staff to operate the Parking Facilities in such a way that service demands are met. Contractor shall also verify the readiness of equipment needed such that it is in good working order and available as needed.

3. Contractor shall reasonably ensure all employees maintain professional grooming standards and are in full uniform, including City branded equipment upon request by the City Administrator or designee, while on duty.

4. Contractor shall reasonably ensure that all parking equipment is clean and in good working order at all times.

5. Contractor shall reasonably ensure that the restrooms, storage areas, equipment rooms, and the Contractor's work space are clean and maintained in a professional manner at all times.

C. Hours of Operation

1. The Off-Street Parking Facilities shall be opened and operational for public parking 365 days per year.

2. A three (3) hour time-limit shall be enforced for on-street parking along Main Street.
3. The hours of operation of the Parking Facilities may be revised from time to time by the La Vista City Council. Written notification of any approved changes will be provided to the Operator by the Parking Manager.

D. Enforcement

1. The contractor shall monitor compliance with the City's time-limits for on-street parking and report any violations to the Uniform Patrol Bureau of the La Vista Police Department.
2. All violations should be logged by the contractor, noting the license plate number, make, and model of the violating vehicle.

E. Parking Fees

1. Subject to change from time to time by the La Vista City Council, the parking fees and charges that are to be collected by Contractor for each automobile or other vehicle parked in the Parking Facilities are attached hereto as Exhibit B, which is incorporated herein by reference,
2. Notification of changes to the parking fees and charges will be provided to the Contractor in writing.
3. Contractor shall not collect any other parking rate or charges and shall not charge for any service not set forth in this Agreement unless authorized by written notification from the Parking Manager.

F. Use of Parking Access Revenue Control (PARCS) Equipment

Contractor shall operate the Parking Facilities consistent with the City's Parking Access Revenue Control System, hereinafter referred to as the "PARCS system", and according to the procedures required by the Parking Manager. The PARCS System, including any Software, will not be copied, modified, sold, or made available, for any reason, to a third party. Contractor shall defend, indemnify and hold harmless the City pursuant to the Indemnification provisions of this Agreement with respect to any claims that arise from any such copying, modification, sale or other distribution of the PARCS system software. As specified by the Parking Manager, certain report forms and procedures shall be used in conjunction with the PARCS system. Any modifications of said reports and procedures shall be subject to prior approval and authorization from the Parking Manager.

G. Deposits of Cash Receipts

Any and all monies charged or collected by Contractor for parking fees shall be deposited by Contractor directly into a bank account (hereinafter "Account") controlled by Contractor. Deposits will be made into the Account by Contractor the next business day following each day's activities, before 3:00 P.M., except for Saturdays, Sundays, and Holidays, for which deposit shall be made on the next business day. All bank deposit slips shall be made out in multiple copies and retained. One copy of any bank deposit slip shall be forwarded for same day delivery to the attention of the Parking Manager. Contractor shall file daily reports on said deposits with the Parking Manager in such form and manner and at such times as may be specified by the Parking Manager. Except in the case of a Force Majeure situation, failure to prepare the required bank deposit and place said deposit into the Account on a daily basis shall constitute a material breach, for which the City shall be entitled to immediately terminate all of Contractor's rights hereunder, unless the Parking Manager determines that it is in the interests of the City to continue this

Agreement and the required amount is deposited within such period of time, up to three (3) business days, as specified by the Parking Manager.

H. Permit Parking

The Contractor shall administer all aspects of the Permit (long-term) parking system established by the City in connection with the Parking Facilities. This shall include but not be limited to billing, collection and issuance of access cards; collection of and reimbursement to customers of card deposits made therefore; and assessment and collection of any penalties associated with use of same.

I. Short-term Parking

1. All parking other than on a permit basis shall be on an hourly or short-term rate basis and shall be considered short-term parking.
2. Any and all monies charged or collected by Contractor for short-term parking, shall be deposited by Contractor into the Account in the manner established pursuant to Section 3(G) of this Agreement. Contractor shall file daily reports on said deposits with the Parking Manager in such form and manner and at such times as may be specified by the Parking Manager.
3. The PARCS requires that customers pay as they leave the Parking Facility. The Contractor will educate and assist customers with the processes to pay and leave the Parking Facility.
4. Contractor shall maintain control of the supply of tickets in a secure location and monitor the PARCS system to be sure adequate supplies are available for disbursement. A ticket log shall be maintained showing the beginning and ending serial numbers of tickets in supply and number sequences in each ticket dispenser.
5. All tickets collected by the PARCS system, including all voided tickets, shall be collected by Contractor on a daily basis and shall be stored and retained by Contractor for transmittal to City. Contractor shall bundle and box all tickets as directed by the Parking Manager. City shall store tickets for a six (6) month period before they may be destroyed.
6. Contractor shall submit to City, on the day after issuance or, if that day is a Saturday, Sunday or Holiday, then on the next business day, all parking tickets issued each day and returned to Contractor by customers. Before submitting tickets to City, Contractor shall separate them as follows:
 - a. Tickets that have been validated shall be separated by categories from those which have not.
 - b. Of the validated tickets, tickets related to cash or credit card transactions shall be separated from tickets related to no charge transactions.
 - c. Tickets shall also be separated in such other manner as the Parking Manager may require.
7. Contractor shall file with the Parking Manager monthly reports, in such form and manner and at such times as may be specified by the Parking Manager, setting forth the total amount of monies collected by Contractor at the Parking Facility for tickets issued; an itemization detailing

the amounts collected under each applicable rate; and such other information as the Parking Manager may specify.

8. Contractor shall submit a monthly unaccounted- for ticket report for the prior month by the 20th day of each month. The unaccounted- for ticket report shall be submitted to the City in an automated spreadsheet report and shall be calculated according to the format, procedures, and with software, prescribed by the Parking Manager.

9. All of the functions and procedures for short-term parkers shall be performed by utilization of the PARCS system. Relayed daily reports from the PARCS system shall be generated on a daily basis as required by the Parking Manager.

J. Discrepancies in Fees Collected for Tickets

All discrepancies in fees collected for tickets shall be reported monthly to the Parking Manager. With the exception noted in Subsection 1 below, all discrepancies are the responsibility of the Contractor and shall be paid to City as follows:

1. If Contractor can justify the discrepancy in writing to the satisfaction of the Parking Manager, the amount undercharged or not collected is not owed by Contractor.
2. If Contractor cannot justify the discrepancy in writing to the satisfaction of the Parking Manager, the amount undercharged or not collected shall be deducted from the reimbursable Operating Expenses (as defined below) owed to Contractor in the next month.
3. All amounts overcharged by Contractor and all cash overages (amounts received by Contractor in excess of amounts reported) shall be paid to City. Overcharges or overages may be used to offset Contractor liability for any amounts undercharged or shortages, except for undercharges or shortages that Contractor fails to justify to the satisfaction of the Parking Manager.

K. Vehicle Inventory

On a daily basis, during a time period to be determined by the Parking Manager, Contractor shall make a list of all vehicles parked in the Parking Facilities by license number and shall obtain such other information concerning said vehicles as directed by the Parking Manager.

L. Parking Validations

1. Contractor shall be responsible for the collection and accounting of all parking validations, in a manner prescribed by the Parking Manager and in accordance with City revenue control and reporting procedures.
2. In respect to Contractor's responsibility to collect and account for parking validations, Contractor shall incorporate the goal of assuring that the utilization of parking validations in the Garage shall be for the purpose of validating customer parking only. Contractor will cooperate with City employees enforcing policies relating to the use of parking validations.

3. Contractor shall make every reasonable effort to monitor the fraudulent utilization of validations and to identify all people who attempt to fraudulently evade parking fees that are due and payable to the City.
4. City shall have the right to schedule times to meet and talk to employees of Contractor in regard to identification and observation of vehicles utilizing parking validations.
5. City shall have the right to independently monitor, survey, and investigate utilization of parking validations in the Parking Facilities with City employees.

SECTION 4. OPERATING EQUIPMENT

A. Operating Equipment

City shall furnish operating equipment to Contractor for use in operation of the Parking Facilities. Operating equipment shall include, but is not limited to, gate arms, automated payment stations, safe(s), fee computer software, and card readers, as provided or installed by the City.

B. Inventory

1. Within five (5) days of commencing performance under this Agreement, Contractor shall execute an inventory receipt for the operating equipment furnished by City. Contractor shall take prudent and reasonable care to safeguard and properly use all such equipment. Contractor shall return the equipment to City in the same condition as when received, with the exception of ordinary wear and tear. Replacement of said equipment that needs to be replaced due to ordinary wear and tear shall be replaced by the City at its cost, subject to prior authorization of the Parking Manager.
2. Except for supplies and other property that are normally used up and consumed in the operation of parking garages, Contractor shall not dispose of any City property without the written consent of the Parking Manager.

SECTION 5. CONTRACTOR'S DUTY TO MAINTAIN

A. Maintenance and Repairs

Contractor shall be responsible for all routine maintenance with respect to the garage, storage areas, restrooms, lobby, entry/exit traffic lanes and the exterior appearance of revenue control equipment. Routine maintenance is defined as all ordinary housekeeping maintenance of the Parking Facilities and equipment and replacement of supplies that are normally performed on a day-to-day basis in order to keep the Facilities operating in an efficient, clean, safe, and good condition and is considered a reimbursable expense. Routine maintenance includes, but is not limited to:

1. Replacing tickets in ticket issuing machines; journal and receipt tape; replacing arms on traffic entry and exit gates; cleaning revenue control equipment; and cleaning signs.
2. Replacing ordinary light bulbs as needed.

3. Regular cleaning of garage, restroom(s), storage spaces, entry/exit lanes, stairwells, and general parking areas, regular washing of windows in elevator cabs; walls, ceiling, and glass; regular removal of interior and exterior graffiti; regular emptying of trash receptacles and ash trays.

4. Cleaning of the elevator shall be included as part of the Contractor's custodial responsibilities.

5. Contractor shall provide City with written copies of Contractor's policies and procedures related to parking lot maintenance and repair and with any updates or revisions of same. Contractor shall provide City, by the 20th day of each month, complete copies of maintenance and repair records related to the Parking Facilities for the previous month.

6. Contractor shall provide, through qualified subcontractor, prompt prevention, abatement, and removal of frozen precipitation including ice, snow, sleet, and hail in accordance with the methods prescribed in Exhibit D of this document.

B. Contractor's Duty to Coordinate with City Public Works Services Department

1. Contractor shall not be responsible for landscape maintenance at the Parking Facilities. The Parking Manager may, however, direct Contractor to perform landscape maintenance through a Sub-Contractor. If this occurs, Contractor will have services performed in a manner consistent with standards as specified, in writing, by the Parking Manager. City shall reimburse Contractor for the reasonable cost of the subcontractor's services. Should City choose to direct Contractor to subcontract for landscape maintenance services, such costs will be reflected in an amendment to the annual budget.

C. Signs and Movement of Vehicles. Contractor shall erect and maintain within the sites such signs as Contractor deems reasonably necessary, or as the Parking Manager may request, to facilitate the efficient and safe operation of the Parking Facilities and the movement, control, circulation, and parking of vehicles therein. City shall provide, replace, and install all stationary signs necessary to facilitate the efficient and safe operation of the Parking Facilities and the movement, control, circulation, and parking of vehicles therein, or prohibiting parking in designated areas. In respect to all signing, Contractor shall review, recommend, or request modifications in writing to the Parking Manager. City shall reimburse Contractor for cost of signs provided by Contractor under this paragraph.

D. Dangerous or Defective Conditions —Emergency Plan and Warnings

1. Contractor shall work with the Police Chief and Parking Manager to complete a detailed emergency plan. Contractor shall instruct all persons employed by Contractor in the plan and the employee's responsibilities relating to the plan. Copies of the plan shall be posted in a prominent location in office areas occupied by Contractor.

2. In the event of any major emergency or condition (i.e. power outage, flooding, fire, natural catastrophe or any other unanticipated condition that would disrupt normal operation of the Parking Facilities or imperil customers or staff) that may reasonably result in a threat to persons or property, Contractor shall immediately contact the Parking Manager by telephone and Contractor's Site Manager or Assistant Site Manager shall report to the Facility and remain until the emergency has been resolved

unless it is unsafe to remain at the Facility. If the Parking Manager cannot be reached, Contractor shall make continued efforts to reach other City staff persons as designated by the Parking Manager until a City representative has been notified.

3. Contractor shall immediately erect and maintain such temporary signs, barricades, lights and other devices as may be necessary to warn people of any dangerous or defective conditions and shall take such actions as may be necessary to reasonably protect people from injury, loss or damage which might result because of any such condition.

4. Any time a dangerous or defective condition may reasonably be known by Contractor to exist in any of the sites, Contractor shall immediately take reasonable necessary protective action by calling the City Engineer and immediately notifying the Parking Manager by telephone and in writing of such condition and protective action.

5. City shall reimburse Contractor for all such reasonable emergency expenses, provided, however that such expenses shall not exceed \$5,000 without prior approval of the Parking Manager.

E. Repairs of Dangerous or Defective Conditions

1. Contractor shall, without delay, coordinate with the Parking Manager to make such repairs and do all other things as may be reasonably necessary to eliminate any dangerous or defective conditions in the Parking Facilities that may at any time be reasonably known by Contractor to exist.

2. Under emergency conditions (i.e., power outage(s), flooding, fire, natural catastrophe or any other unanticipated condition that would disrupt normal operations of the Parking Facilities or imperil customers or staff) should the Contractor be unable to make such repairs, Contractor shall, without delay, notify the City Engineer, if possible, and commence the necessary work.

The Parking Manager shall be advised in writing of such condition and any remedial action taken by the Contractor.

F. All Things Necessary

Contractor shall do all things reasonably necessary to keep the Parking Manager notified of maintenance needs of the Parking Facilities, except that all custodial maintenance shall be the responsibility of the Contractor.

G. Security of the Parking Facilities

The security of the Parking Facilities shall be the responsibility of City. Contractor shall not be responsible for providing security or patrol services on the sites, Contractor shall, however, be responsible for monitoring of the security intercom systems in the Parking Facilities and coordinating with the security services for the garage in respect to all security intercom system calls and any other customer complaints pertaining to security.

H. Custodial Services

Whenever it appears to Contractor that the cost per item of general services, supplies and equipment necessary to perform the duties specified in Section 5. A of this Agreement may exceed the budgeted

amount, Contractor shall give the Parking Manager prior written notification of the estimated costs. At the City's discretion, the City may:

- a. Execute an Amendment to this Agreement with Contractor to increase the budgeted amount pursuant to Section 10. D below;
- b. Undertake to have City personnel do the work or furnish the supplies and equipment and so inform the Contractor in writing; or
- c. Award a contract to others for the general services supplies or equipment and so inform Contractor in writing.

I. Ownership of Supplies and Equipment

Any supplies and equipment acquired for the performance of the duties specified in Section 5.A of this Agreement, whether acquired by Contractor or furnished by City, shall at all times be and remain the property of City, and Contractor shall acquire no ownership or title thereto as long as City has reimbursed Contractor for the total cost of said supplies and equipment and excepting any equipment provided through an approved subcontractor in the performance of these duties.

J. Alterations and Improvements

1. No improvements or alterations shall be made in, to, or upon the Parking Facilities, or any appurtenances thereto, by Contractor without the prior written consent of the Parking Manager.
2. No signs, directional, guiding and other stripes, lines, direction and markings shall be installed or painted in or upon the Parking Facilities or removed by Contractor without the prior written consent of Parking Manager.

SECTION 6. ADDITIONAL REPORTS

In addition to the reports required by other provisions of this Agreement, Contractor shall, upon request in writing by the Parking Manager, submit and file with the Parking Manager, in such form as specified by the Parking Manager, reports and information relating to costs and expenses of operation and maintenance of the Parking Facilities; charging, collection of and amount of parking fees collected by Contractor; procedures followed by Contractor; and other matters relating to the operation and custodial maintenance of the Parking Facilities and Contractor's performance under this Agreement. The additional reports shall include, but not be limited to, quarterly reports on inventory, rates, utilization, and other operating data as determined by the Parking Manager.

SECTION 7. CONSULTATION WITH CITY

Contractor, when requested by the Parking Manager, shall consult with and advise City regarding rules and regulations for the operation and maintenance of the Garage, fees for parking, collection procedures, budgets and other matters relating to the operation and maintenance of the Garage.

SECTION 8. RULES AND REGULATIONS

The Parking Manager shall have the right to establish, and the Contractor shall adhere to, any reasonable rules, regulations, or instructions relating to the operation and maintenance of the Parking Facilities, the charging and collection of fees, procedures for payment of monies to City, reports and the contents thereof to be prepared and submitted by Contractor to City, and other matters related to the Parking Facilities and their operation and maintenance.

SECTION 9. CONTRACTOR'S PERSONNEL

A. General

1. For the performance of the duties required by this Agreement, Contractor shall directly employ persons who are competent, efficient, qualified and of honest reputation. All personnel performing the obligations of Contractor under this agreement shall be employees of Contractor, shall be on Contractor's payroll and shall be under the sole control and direction of Contractor, who shall be reasonably responsible for the employment, supervision, payment and discharge of all such personnel. Under no circumstances shall any such personnel be considered employees or contractors of City. Contractor shall maintain close supervision over all personnel to insure their integrity and maintenance of an honest and high standard of service to the public, as well as to reasonably insure that said persons discharge their duties in a courteous and efficient manner. Contractor shall not employ any persons who are not reasonably necessary for performing the obligations of Contractor under this Agreement. Contractor and Contractor's agents, employees and Sub-contractors shall avoid conflicts of interest and the appearance of conflicts of interest. Contractor shall make commercially reasonable efforts to respond to City feedback and requests about staffing levels at each facility.
2. Contractor shall assign only reasonably competent personnel to perform services pursuant to this Agreement. City reserves the right to object to any individual employee of Contractor staffing the Parking Facilities. If City does object to any individual employee staffing the Parking Facilities, Contractor will immediately stop using such employee to staff the Parking Facilities.
3. The Contractor will conduct a criminal background check on every employee working at the Parking Facilities, and, at the Parking Manager's request, shall provide evidence to the City that such background checks have been performed.

B. Compliance with Wage and Hour Provision, and Labor Standards

Contractor shall comply with all applicable federal, state and local laws and regulations governing minimum hourly rates, maximum hours, nondiscrimination, payroll records, apprentices, workers' compensation, prevailing wages and other labor standards, including but not limited to those set forth in the Fair Labor Standards Act (FLSA) and the Nebraska State Code, to the extent applicable.

C. Personnel

1. For the performance of the duties required under this Agreement, Contractor shall employ at least one person at the management level whose full-time responsibilities will include management and control of operations and custodial maintenance including but not limited to, the supervision, employment, and training of all personnel of the Parking Facilities. The

Contractor's manager shall maintain direct contact with City representatives on a continuing basis.

2. Contractor shall employ other staff as necessary to operate the Parking Facilities, provided, however, that City shall not pay for staffing in excess of the maximum staffing amounts set forth in Exhibit C ("Annual Operating Budget").

SECTION 10. COMPENSATION AND REIMBURSABLE EXPENSES

A. Compensation. During the term of the Contract, City shall reimburse Contractor for expenses as incurred up to an amount not to exceed One Hundred and Fifty-Seven Thousand, Three Hundred and Twelve dollars per annum ending June 30, for completion of all duties defined herein, inclusive of Base Management Fees, Payroll, and all other operating expenses set forth in Annual Operating Budget Exhibit C of this document.

B. Fees for non-recurring expenses, including but not limited to striping and snow removal, may be subcontracted by the Contractor and paid by the City with prior approval of the City Administrator.

1. Reports of subcontracted work shall include detailed summaries of labor hours and materials consumed.

C. Management and Staffing Fees

1. The City as part of the Operating Expenses described in Section 10A above shall pay Contractor a monthly Base Management Fee as provided in the Annual Operating Budget, and for staffing equal to the product of the number of hours worked and the applicable hourly parking attendant rate, not to exceed one twelfth (1/12) of the "Total Payroll" line item in the Annual Operating Budget. Any increase to "Total Payroll" is subject to approval by the City Administrator.

D. All costs, expenses, obligations and liabilities incurred by Contractor in the performance of this Agreement shall be paid by Contractor, provided, however, that Contractor may be reimbursed for the Operating Expenses set forth below.

1. Annual Increase. The sum of all Operating Expenses, including the Base Management Fee, for each year of this Agreement beginning after June 30, 2020 may exceed the sum of all Operating Expenses in the immediately prior year's Annual Operating Budget by an amount equal to the lesser of (a) a percentage amount equal to the percentage change in the U.S. Department of Labor, Bureau of Labor Statistics Midwest Consumer Price Index that occurred during the previous one year period for the Omaha Metropolitan Statistical Area as measured in January of such year or (b) 3%.

E. Reimbursable expenses.

In addition to paying the Base Management Fee, City shall reimburse Contractor for the following Operating Expenses (the "Operating Expenses"), to the extent that said expenses are specified in the Annual Operating Budget (as such budget may be amended from time- to- time pursuant to Section 10

above) and that those same expenses are actually paid or incurred by Contractor in the performance of its obligations under this Agreement, subject to the overall dollar limit described in Section 10A:

1. Repairs & Maintenance

City agrees to reimburse Contractor for general maintenance supplies purchased in accordance with this Agreement

2. Supplies and Materials

3. Tickets

4. PLPD Insurance

5. Snow Removal

6. Miscellaneous

Contractor shall not incur any costs or expenses for which City is required to reimburse under this Agreement unless such expenditures are within the limits of the Annual Operating Budget (Exhibit "C") and necessary circumstances, and reasonable for the performance by Contractor of its duties and obligations under this Agreement.

F. Non-Reimbursable Expenses

Reimbursable Operating Expenses shall not include any payments to affiliates of Operator exceeding amounts that would have been paid to a third party in an arms' length transaction, nor shall reimbursable Operating Expenses include any of Operator's general overhead expense, including but not limited to:

- a. Administrative, supervisory or related costs and expenses incurred in the general management or operation of the affairs of the Parking Facilities and/ or Operator's other operations;
- b. Costs of maintaining the general books and records of Operator, or the cost of any audit payable by Operator;
- c. Postal and travel expenses, except for travel expenses as identified in the budget (Exhibit "C") and postage costs associated with the mailing of invoices to the Parking Facilities' validation customers; or
- d. The cost of any off-site managers, supervisors or other managerial or administrative personnel of Contractor who are not directly employed at the Parking Facilities.

G. Monthly Payment

1. Contractor shall keep complete accounts of parking revenues, receipts, expenses, copies of daily sales reports, deposit slips and disbursements, and shall furnish City on or before the 20th day of each month a statement of such revenues and expenses for the preceding month.

2. Contractor shall pay to City on or before the 20th day of each month during the term of this Agreement all parking revenues, if any, for the preceding month, less the sum of all reimbursable Operating Expenses and Base Management Fees as defined above in Section 10(A).

3. In the event that Parking Facility revenues for any month are less than the above amounts to which Contractor is entitled, and no dispute has been communicated in writing as justification for withholding full payment, City shall pay to Contractor the amount of the deficiency within thirty (30) days of City's receipt of the above accounting for the month. City will pay any undisputed amounts consistent with this provision within 30 days.

4. It is the City's intent to pay Contractor on a timely basis. In the event that the City does not reimburse Contractor any undisputed amounts within the time required herein and Contractor gives notice to City of outstanding undisputed amounts due, City shall pay interest on such amounts at a 6% annual rate.

SECTION 11. FEES AND TAXES

A. Contractor shall pay when due all applicable fees, taxes, or charges of whatever nature lawfully levied on the right of Contractor to operate and manage the Parking Facilities.

B. Contractor shall maintain all documents and records in Paragraph A of this section, and any other information which demonstrates performance under this Agreement, for a minimum period of three (3) years from the date of the final payment under the Agreement to Contractor, or for any longer period required by law.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available at a designated location within the City for reasonable inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, Finance Director, Parking Manager, or a designated representative of any of these officers.

D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, abandonment or termination of Contractor's business, City may, by written request of any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in City Hall or designated City facility. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in interest.

E. Contractor shall have proprietary rights to all software provided by Contractor in performing the requirements under the terms of this Agreement.

SECTION 12. STATUS OF CONTRACTOR

A. It is understood and agreed that Contractor's relationship to City in the performance of this Agreement is that of an independent Contractor, and not that of an employee or agent of City. As an

independent Contractor, (i) Contractor shall be solely liable for any acts or omissions of Contractor or of any employees, directors, officers, owners, agents, or subcontractors of Contractor, and (ii) neither Contractor, nor any employee, director, officer, owner, agent or subcontractor of Contractor, shall obtain any right to any compensation or retirement benefits or to any other rights or benefits, which accrue, to employees of City. Contractor hereby expressly waives any claims it may have to such rights, on behalf of itself and any employee, director, officer, owner, agent or subcontractor.

B. Contractor will not subcontract any portion of the Services without prior written approval of City Administrator or her/his designee. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

C. Notwithstanding anything in this Agreement to the contrary: Except as City may separately agree in writing apart from this Agreement, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent to bind City to any obligation whatsoever.

SECTION 13. TERMINATION

A. City's Right to Terminate

1. City shall have the right to terminate this Agreement for any reason at any time by giving Contractor not less than thirty (30) days written notice of termination.
2. In addition, if City's property interest in the Parking Facilities is being terminated, or if and when City should decide to construct any building, structure or other improvement on or within any part of any of the sites, City shall have the right to terminate this Agreement insofar as it applies to the site or sites affected by giving Contractor not less than 30 days prior written notice of termination. The notice shall specify the site or sites with respect to which this Agreement is terminated.
3. Upon termination, Contractor shall be paid all amounts due under the Agreement to the date of termination, all rights, powers, privileges and authority granted to Contractor under this Agreement shall cease, and Contractor agrees to immediately provide all required documents and information and return all City property to City, and vacate any Parking Facilities for which the Agreement has been terminated.
4. City's right to terminate this Agreement under this Section is not its exclusive remedy but is in addition to all other remedies provided to it by law, in equity, or under the provisions of this Agreement.

B. Contractor' s Right to Terminate

1. Contractor shall have the right to terminate this Agreement for any reason at any time by giving City not less than thirty (30) days written notice of termination.
2. If and when the City should decide to construct any building, structure or other improvement on any of the sites and the construction work is such that it will or does materially interfere with the continued operation or maintenance of the sites as they were operated or maintained prior to the commencement of such work, Contractor shall have the right to terminate this Agreement insofar as it applies to the site or sites affected by giving City not less than 30 days prior written notice of termination. The notice shall state the reason for the termination. The date of termination in such event shall not be more than 30 days prior to the date on which the contract awarded by the City for such work or improvement requires such work or improvement to begin. The City shall, upon request of Contractor, specify the date on or about which any such work or improvement will commence.

C. Reports and Documents; Payment In the event of termination, Contractor shall deliver to City copies of all reports, documents and other work performed by Contractor under this agreement and upon receipt thereof, Contractor shall be paid for duties performed and reimbursable expenses incurred to the date of termination.

SECTION 14. DAMAGE OR DESTRUCTION

A. Partial Destruction

In the event of partial destruction of the Parking Facility, City may elect to repair such damage. If City elects not to repair such damage, City may terminate this agreement as it applies to the site by giving written notice to Contractor within 30 days of the partial destruction, in which event this Agreement shall be deemed terminated as of the date of the partial destruction . If City elects to repair such damage, this Agreement shall continue in full force and effect. Should portions of the affected Parking Facility continue to operate, Contractor shall be paid and reimbursed for expenses proportionally to services provided.

B. Total Destruction

If a Parking Facility is totally destroyed from any cause, whether or not covered by the insurance required hereunder, City may terminate this Agreement as it applies to the site immediately upon notice to Contractor.

C. Damage Near End of Term

If a Parking Facility is partially destroyed during the last 12 months of the term of this Agreement from any cause , whether or not covered by the insurance required hereunder, City may, at its option, terminate this Agreement by giving written notice to Contractor within 30 days after the date of the partial destruction , of City's intention to terminate, in which event this Agreement shall terminate as of the date of the partial destruction.

SECTION 15. SUCCESSORS AND ASSIGNS

Each and all of the conditions and covenants of this Agreement shall extend to and bind to the benefit of City and Contractor, and their respective legal representatives, successors and assigns.

SECTION 16. ASSIGNABILITY

Contractor shall not assign or transfer any interest in this Agreement and City shall not honor the performance of any of Contractor's obligations hereunder by any purported assignee without the prior written consent of City. Any attempt by Contractor to assign this Agreement or any rights, duties or obligations arising hereunder shall be void.

SECTION 17. WAIVER

Both parties agree that waiver by a party of any breach or violation of any term or condition of this Agreement shall not constitute or be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by a party of the performance of any work or duties by the other party shall not be deemed to be a waiver of any term or condition of this Agreement.

SECTION 18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable Federal, State, and local laws, ordinances, codes and regulations.

SECTION 19. GOVERNING LAW

The law of the State of Nebraska shall govern and control this Agreement. Any action at law or in equity brought by either City or Contractor for the purpose of enforcing a right or rights provided for by this Agreement will be filed and tried in the District Court of Sarpy County, State of Nebraska, and the parties agree that jurisdiction and venue of such court is proper and waive all (i) right to challenge jurisdiction or venue and (ii) provisions of law providing for a change of jurisdiction or venue in these proceedings to any other court or jurisdiction.

SECTION 20. EQUAL EMPLOYMENT OPPORTUNITIES

During the performance of this Agreement, Contractor, for itself, its assignees and successors in interest, agrees as follows:

A. Nondiscrimination

Contractor, with regard to the work performed by it pursuant to this Agreement, shall not discriminate directly or indirectly on the ground of race, color, religion, sex, national origin, age, marital status, or

physical handicap in employment procedures and policies, or the selection and retention of Sub Contractors, including procurement of materials and leases of equipment.

B. Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Agreement and the laws and regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, or physical handicap.

C. Information and Reports:

Contractor shall provide all information and reports required by any State, Federal or Local laws, regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be required to comply with such laws, regulations, or orders and instructions. Where any information required is in the exclusive possession of another that fails or refuses to furnish this information, Contractor shall so certify to the City and shall set forth what efforts it has made to obtain the information.

D. Incorporation of Provisions

Contractor shall include the provisions of Paragraphs A through C of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by law, order, or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance.

SECTION 21. INDEMNIFICATION

Contractor will defend, indemnify, release and hold harmless City and its officers, officials, contractors, agents, employees and volunteers from and against all liabilities, claims, damages, losses, costs and expenses including without limitation reasonable attorney fees and court costs arising out of or resulting from this Agreement, the performance of the Services or to the extent caused by the willful misconduct or any negligent act or omission of the Contractor, any officer, director, owner, subcontractor, agent, or affiliate of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In addition to, and not in limitation of the immediately preceding sentence, Contractor shall provide and pay for such insurance coverages as set forth in Section 22, including without limitation, commercial general liability insurance and Garage Keeper's Legal Liability Insurance and statutory coverage for workers' compensation insurance. The indemnities provided herein shall not be limited by insurance coverages that are required and shall survive the expiration or termination of this Agreement.

Contractor shall provide to City a Certificate of Insurance, which shall name City as an additional insured. Not in limitation of any other provision of this Section 21 or Agreement, the parties expressly agree that any reasonable payment, attorney's fee, cost or expense City incurs or makes to or on behalf of an

injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section.

SECTION 22. INSURANCE

A. Policies

Contractor shall obtain and maintain for the full term of this Agreement insurance coverages of insurers and in form and content satisfactory to the City Administrator or her designee and including at least all of the following minimum insurance requirements prior to commencing any work or receiving payments therefore under this Agreement:

1. Commercial Crime Policy

- a. A crime policy, with a minimum limit of not less than \$250,000, providing at least the following minimum coverage:
 - b. Employee Dishonesty Coverage -- Form A
 - c. Depositor's Forgery Coverage
 - d. Theft, disappearance or destruction of money and securities both on the premises and away from the premises.
 - e. Robbery and burglary. Such policy shall also include coverage for theft or loss to City's funds and name the City a loss payee.

2. Comprehensive Commercial General Liability

Policy with a minimum limit of not less than \$5,000,000 per occurrence for bodily injury and property damage, providing at least all of the following minimum coverage:

- a. Premises Operations
- c. Blanket Contractual
- d. Broad Form Property Damage
- e. Completed Operations
- f. Products (on an "if any" basis)
- g. Bodily Injury, Personal Injury, or death
Property rented from the City.
- h. Robbery

3. Auto Insurance

Should Contractor operate any passenger vehicle in performance of this contract, Contractor shall obtain and continue in effect a Comprehensive Business Automobile Liability policy with a minimum limit of not less than \$3,000,000 combined single limit for personal injury, death or property damage. Coverage shall be applicable to all owned, hired or non-owned vehicles used in any of the activities associated with the operation.

4. Workers' Compensation and Employers' Liability Policy

written in accordance with the laws of the State of Nebraska and providing coverage for any and all employees of Contractor. This

policy shall include Employer's Liability coverage with limits not less than \$1,000,000 per occurrence.

5. Garage Keepers' Legal Liability

Policy with a minimum limit of not less than \$250,000 per occurrence, providing at least the following minimum coverages:

- a. Collision or overturn
- b. Comprehensive

B. Additional Requirements

The following are required to be made a part of each of the above-required policies, except for the Comprehensive Crime Policy.

1. The City of La Vista, its employees, officers, officials, agents, volunteers, and contractors are hereby added as additional insureds as applies to any and all Services or operations performed by or on behalf of Contractor and for the City to the extent of Contractor's indemnification obligations herein.
2. For any claims related to the Services and this Agreement, the Contractor's insurance coverage will be primary insurance with respect to City, its officers, officials, agents, volunteers, contractors, and employees. Any insurance or self-insurance maintained by City for itself, its officers, officials, agents, volunteers, contractors, or employees will be in excess of Contractor's insurance and will not be brought into contribution or proration.
3. Thirty (30) days prior written notice of cancellation shall be given to the City in the event of any cancellation and/ or non-renewal in coverage.
4. There shall be no subrogation with respect to the City or its officials, officers, employees, agents, volunteers, or contractors.

C. Severability of Interest

The terms of the general liability and automobile liability policies shall apply separately to each insured, as though a separate policy had been issued to each.

D. Proof of Coverage

Copies of all the required endorsements shall be attached to a Certificate of Insurance that shall be provided by Contractor's insurance company to City before Contractor begins performance of this Agreement as evidence of the required Coverages.

SECTION 23. MISCELLANEOUS

A. Integrated: Modification

This Agreement embodies the entire agreement of the parties and cannot be amended or modified except by a written agreement signed by both parties.

B. Section Headings

The section headings contained herein are for convenience in reference and are not to be used to construe the intent of this Agreement or any part thereof, nor to modify, amplify, or aid in the interpretation or construction of any of the provisions thereof.

C. Severability

In the event any covenant, term or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other valid covenant, term or conditions herein contained.

D. Time of Essence

Time is of the essence to each provision of this Agreement,

E. Authority

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

F. Covenants against Contingent Fees

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

G. Business License.

Contractor will obtain and maintain a City of La Vista Occupation License for the term of the Agreement, as may be amended from time- to-time.

H. Conflict of Interest.

Contractor for itself and on behalf of Contractor's agents, employees, subcontractors and consultants warrants that by execution of this Agreement, that they have no interest, present or contemplated, in

the projects affected by this Agreement. Contractor further warrants that neither Contractor, nor Contractor's agents, employees, subcontractors and consultants have any ancillary real property, business interests or income that shall be affected by this Agreement or, alternatively, that Contractor shall file with City an affidavit disclosing this interest.

SECTION 26. NOTICES

A. All notices and other communications required or permitted to be given under this shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows or as either party shall designate by written notice to the other:

To City:

Cody Meyer
Building Superintendent
City of La Vista
9900 Portal Road
La Vista, NE 68128

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

To Contractor:

ABM Industry Groups, LLC
5300 South 73rd Street, Suite #1
Ralston, NE 68127
Attn: Branch Manager

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

All recitals at the beginning of this Agreement and all exhibits referenced in this Agreement shall be incorporated into this Agreement by reference.

IN WITNESS HEREOF, duly authorized representatives of City and Contractor have executed this Agreement below.

CITY: City of La Vista

Contractor: ABM Industry Groups

By: _____

By: _____

Name: _____

Name: _____

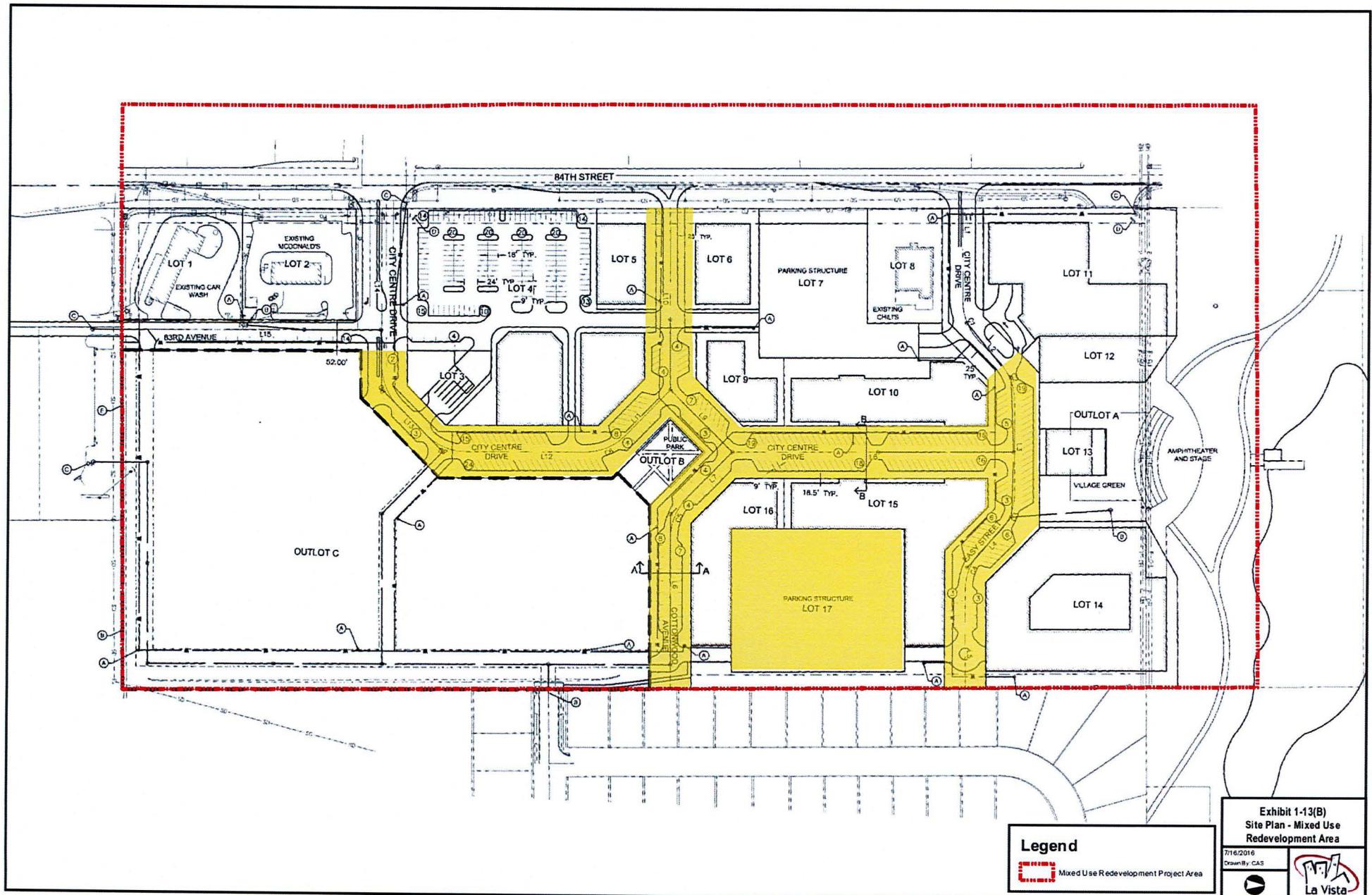
Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A



**Exhibit 1-13(B)
Site Plan - Mixed Use
Redevelopment Area**

Drawn By CA

Legend



Mixed Use Redevelopment Project Area



Exhibit B

ORDINANCE RECORD

No. 728-REDFIELD & COMPANY INC., OMAHA

Charging Station Fees	
Standard Charge Station	\$2/hr. – First 6 hours \$0.33/min. after 6 hours
Rapid Charge Station	\$5/hr. – First 2 hours \$.033/min. after 2 hours
Community Garden Plot Rental	\$20 annually
Conflict Monitor Testing	\$200
Cat License Fee (per cat – limit 3)	\$ 5 each if spayed/neutered \$ 15 each if not spayed/neutered \$ 10 each (delinquent) if spayed/neutered \$ 30 each (delinquent) if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog License Fee (per dog – limit 3)	\$ 5 each if spayed/neutered \$ 15 each if not spayed/neutered \$ 10 each (delinquent) if spayed/neutered \$ 30 each (delinquent) if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog/Cat License Handling Fee (in addition to above fees)	\$5
Dog or Cat License Replacement if Lost	\$1
Dog or Cat Capture and Confinement Fee	\$10 + Boarding Costs
MAXIMUM OF 4 DOGS AND/OR CATS WITH NO MORE THAN 3 OF EITHER SPECIES	
Election Filing Fee	1% of Annual Position Salary
Fireworks Sales Permit (Non-Profits)	\$2,000
Handicap Parking Permit Application Fee	\$ Currently Not Charging Per State
Natural Gas Franchisee Rate Filing Fee (For rate changes not associated w/the cost of purchased gas.)	Per Agreement
Open Burning Permit	\$ 10
Parking Permit Fees:	
Monthly Parking – Covered Stall	\$50/Month per permit
Monthly Parking – Uncovered Stall	\$25/Month per permit
Off-Street Parking – 3 hours free (\$0), after which	\$1.00/hr. up to \$10/day
(Parking Day runs 6a.m. – 6a.m.)	
On-Street Parking – free (\$0) with three (3) hour limit	
Parking Ticket Fees	
If paid within 7 days of violation date	\$ 20 (\$5 + \$15 admin fee)
If paid after 7 days of violation date but within 30 days	\$ 25 (\$10 + \$15 admin fee)
If paid after 30 days of violation date	\$ 35 (\$20 + \$15 admin fee)
Pawnbroker Permit Fees:	
Initial	\$ 150
Annual Renewal	\$ 100

Exhibit C

City Of La Vista
Estimated Year 1 Parking Budget

EXPENSES

Parking Payroll

		(One Full Time, One Part Time)One full time manager for parking operations, sales and enforcement of garage. We will add enforcement staff for on-street and more hours for cleaning once city requests and as needed. Also, one staff for 2 hours per day, Monday - Friday for trash and cleaning in and around garage.
Payroll Expense	\$60,840	
Payroll Taxes	\$7,301	Federal and State Taxes
Worker's Compensation	\$3,955	Worker's Compensation Tax.
Vacation	\$203	PTO for Part Time Employee. Manager is would be salary and figured 52 week pay.
401k	\$2,163	All employees are eligible to participate in the 401k program after 1 year of employment. The match is 100% for the first 3% and 50% for the next 2%. For budget purposes, we have assumed participation by salaried employee.
Health & Welfare	\$3,042	Health insurance for employees.
Total Payroll	\$77,503	
Other Expenses		
Administrative Expenses	\$0	Included with ABM's Management Fee
Accounting	\$0	Included with ABM's Management Fee
Personnel Selection	\$0	Included with ABM's Management Fee
Training & Education	\$0	Included with ABM's Management Fee
Base Management Fee	\$47,400	Monthly Fee of \$3950
Incentive % Mgmt Fee	\$0	
Licenses & Permits	\$0	Included with ABM's Management Fee
Data Processing	\$0	
A/R & Analysis Software	\$0	Included with ABM's Management Fee
Telephone	\$0	City to supply internet for intercom to call center and CC processing.
Credit Card Bank Fees	\$0	Fees charged by the banks and Credit Card companies for processing. City will provide CC processing.
Monthly Sweeping of Garage	\$7,044	\$587 per month/per power sweeping.
Annual Flood Wash Down of Garage	\$895	Hose down entire facility with 2" fire hose by ABM Staff
Semi-Annual Power washing of Garage	\$3,900	\$1950 per power wash.
Rubbish Removal	\$1,920	Weekly Trash Service of On-site Dumpster
Repairs & Maintenance	\$0	See notes in proposal. Will work with city on on-going budget.
Snow Removal	\$0	See notes in proposal. Will work with city on on-going budget.
Striping	\$0	Will not be needed year 1.
Office Supplies	\$0	Included with ABM's Management Fee
Uniforms	\$0	Included with ABM's Management Fee
Monthly Permits & Hangtags	\$750	Estimate based on number of stalls.
Tickets/receipts for PARCS equipment	\$2,000	Depends on transient parking usage.
Forms and Printing for enforcement	\$0	Included with ABM's Management Fee
Cleaning Supplies, Misc items for garage	\$1,200	Supplies used in the garage for cleaning, oil spills,
Utilities	\$0	Paid by the City
Call Center/Garage/Intercom Service	\$6,000	24/7/365 Call Center \$500 per month
Insurance PLPD and Garage Keepers Ins.	\$8,700	Carried through ABM's master insurance agreement. \$725 per month
TOTAL OPERATING EXPENSES	\$157,312	
NET OPERATING INCOME		

Exhibit D

City of La Vista, Nebraska
Snow Removal Guidelines for Public Parking Structures

In order to prolong useful life and provide for a safe and structurally sound public parking facility, frozen precipitation shall be removed and mitigated in adherence to the following guidelines:

- *Snow removal vehicles shall adhere to the maximum live load limits of the structure, 40 p.s.f or 3,000 lbs wheel load.*
- *Snow removal operators shall avoid dropping heavy or sharp objects onto the parking surface.*
- *Snow removal operators shall avoid dragging heavy or sharp objects across the parking surface.*
 - *Plow blades shall be affixed with rubber blades or other material designed to prevent the steel blades from contacting the parking surface.*
 - *Steel blade shall be kept at a minimum of 1/8 (but preferably 1/2) inch from the parking surface.*
- *Snow removal equipment shall not be equipped with studded tires or have tire chains affixed.*
- *Operators shall be aware of and avoid damage to expansion joints within the structure.*
 - *Operators shall remove snow in such a pattern that expansion joints are approached by the blade or bucket at an angle not greater than 75 degrees.*
- *Piled snow shall not be left on the deck surface for an extended period of time.*
- *Chemical deicers (including but not limited to Sodium Chloride, Calcium Chloride, Potassium Chloride, Magnesium Chloride, Ammonium Nitrate, and Ammonium Sulfate) shall not be used. Calcium Magnesium Acetate and Urea may be used if necessary as a matter of public safety, with express permission of the La Vista Public Works Director or their designee and as allowable by State and local laws.*
- *Drainage system shall be protected with filters of burlap or straw prior to the use of sand for deicing.*
- *Wheeled and tracked snow removal equipment is required to have backing horns, lights, or strobes.*
- *Snow removal equipment and material storage is prohibited onsite.*
- *Contractor is to document any garage damage done by sub-contractor, contractor / subcontractor to remedy at no expense to the owner. Owner shall approve any proposed work to remedy damages prior to commencement of work.*

1. Chrest, et al. (2012). *Parking Structures: Planning, Design, Construction, Maintenance and Repair*. Retrieved from URL: https://books.google.com/books?id=Wtd5BgAAQBAJ&pg=PA3&dq=parking+structures+third+edition&hl=en&sa=X&ved=0ah_UKEwiVz5Knhb_iAhVDd6wKHfkLD1wQ6wEIKzAA

2. Monroe. (2019). *The Structural Maintenance of Parking Garages*.
Retrieved from URL:
<https://www.carlwalkerconstruction.com/wp-content/uploads/2018/04/The-Structural-Maintenance-of-Parking-Garages.pdf>



MULHALL'S

Snow Removal Season 2019-2020

Plow Truck	\$90/hr
Sander	\$90/hr
Skid Loader	\$90/hr
Dump Truck	\$90/hr
Loader	\$140/hr
Hand Labor	\$50/hr
Salt	\$125/ton
Ice Slicer	\$300/ton
Sand / Salt Mix	\$95 / ton
Sand Mix	\$50 / ton
Ice Melt Sidewalks	\$0.95/lb

We appreciate the opportunity to provide you with snow removal services. The above hourly rates will be applied to each event including any travel to and from the site. Materials are tracked, monitored and billed accordingly after each snow/ice event. Please let us know if you are interested in this service.

Thanks,

Bob Brakenhoff
Mulhalls Nursery
(402)616-2009 Cell
bbrakenhoff@mulhalls.com

I have read and acknowledge the above rates and agree to these terms for the upcoming snow season:

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 7, 2022 AGENDA**

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – SPECIAL INSPECTIONS & MATERIALS TESTING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to authorize a Professional Services Agreement with Olsson, Inc to provide professional services associated with special inspections and construction materials testing for the Link project in an amount not to exceed \$40,140.

FISCAL IMPACT

The FY21/FY22 Biennial Budget includes funding for these services.

RECOMMENDATION

Approval

BACKGROUND

The Link project, currently under CMR contract with JE Dunn Construction, requires certain Owner provided Special Inspections and Construction Materials Testing for the earthwork, utility backfill, pipe pile foundations, and reinforced concrete work within the project itself. Olsson has worked within many facets of the City Centre redevelopment and are currently providing similar services on both City and City Ventures projects with similar schedules. This contract will also carry on the Stormwater Pollution Prevention Plan (SWPPP) inspections currently being done onsite through the 2023 Calendar Year.

A copy of the scope is attached.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON, INC. TO PROVIDE PROFESSIONAL SERVICES ASSOCIATED WITH SPECIAL INSPECTIONS AND CONSTRUCTION MATERIALS TESTING FOR THE LINK PROJECT IN AN AMOUNT NOT TO EXCEED \$40,140.

WHEREAS, the City Council of the City of La Vista has determined that special inspections and materials testing are necessary for the Link project; and

WHEREAS, the FY21/FY22 Biennial Budget includes funding for these services; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of a professional services agreement with Olsson, Inc. to provide professional services associated with special inspections and construction materials testing for the Link project in an amount not to exceed \$40,140.

PASSED AND APPROVED THIS 7TH DAY OF JUNE 2022.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Patricia Anderson
Deputy City Clerk



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

June 1, 2022

City of La Vista
9900 Portal Road
La Vista, NE 68128
pdowse@cityoflavista.org

Re: LETTER AGREEMENT FOR PROFESSIONAL SERVICES
City of La Vista Central Park Pavilion & Site Improvements

It is our understanding that City of La Vista ("Client") requests 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 if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

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

SCHEDULE FOR OLSSON'S SERVICES

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

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, a fee as outlined in the Scope of Services attached hereto. 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

By _____

Doug Carey

By _____

John Henning, P.E.

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

City of La Vista "Client"

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments
Scope of Services
General Provisions

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated June 1, 2022 between City of La Vista ("Client") and Olsson ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project Description: City of La Vista Central Park Pavilion & Site Improvements

Project Location: 9302 City Center Drive, La Vista, NE

PROJECT UNDERSTANDING

Olsson understands the project will consist of public improvements within Central Park, including a two-story pavilion structure with approximate area of 10,000 square feet. The pavilion structure will consist mainly of steel framing supported by cast-in-place spread footings. The project will also include construction of a boardwalk structure supported by a composite driven pipe pile deep foundation system. Additional improvements will include covered and open-air plaza spaces, pedestrian connections, water features, gravity retaining wall, associated utilities and will provide pedestrian connectivity between Central Park and the adjacent Mixed-Use Redevelopment Project area in the form of stairs and an accessible path.

Olsson understands special inspections and testing services for bid package 01 includes preliminary site grading, shallow foundations for the proposed pavilion structure, composite pipe pile foundations and utilities with exception to ACO drains. **Olsson has excluded the following: interior and exterior subgrades; pavilion structure cast-in-place foundation walls, steel framing, masonry construction and flatwork; cast-in-place site walls and retaining walls; structural backfill of site walls; Redi-Rock gravity wall construction; stairways; sidewalks; recreation trail connection; plaza areas; water feature foundations; and pavement construction.**

SCHEDULE OF FEES

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

Scope of Work		Estimated Budget	Fee Type	Authorization
Task I	Special Inspections and Materials Testing – Bid Package 01	\$24,840.00	Time & Expense	Accept: _____
Task II	SWPPP Inspections	\$15,300.00	Time & Expense	Accept: _____

Field Services*

Technician	per hour	60.00
Technician Overtime	per hour	90.00
SWPPP Inspector	per month	900.00

Administrative and Engineering Services

Administrative	per hour	55.00
Project Manager	per hour	115.00
Geotechnical Engineer	per hour	125.00

Travel and Reimbursable Expenses

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

Laboratory Testing and Equipment

Standard Proctor- soils	per test	170.00
Standard Proctor- aggregate	per test	220.00
Modified Proctor- soils	per test	220.00
Atterberg Limits	per test	90.00
P-200 Sieve Analysis	per test	40.00
Compressive Strength – Concrete	per test	17.00
Dynamic Pile Testing Equipment (PDA)	per day	500.00
Low Strain Pile Integrity Test Equipment (PIT)	per day	300.00

*Field services provided on Saturday, Sunday, Holidays, and in excess of 8-hours/day will be charged at 1.5 times the unit fee.

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

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

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

TASK I – SPECIAL INSPECTIONS AND MATERIAL TESTING SERVICES

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

- Site development / grading
 - 25 site visits anticipated to perform testing and observation services during grading activities
 - Olsson anticipates foundation over-excavation will be completed during mass grading activities
- Utility Backfill
 - 16 site visits anticipated for observations and testing during backfill of exterior storm and sanitary sewer
- 1 bulk sample of material to be used as structural fill for laboratory Proctor, Atterberg Limits, relative density, and P-200 testing

Composite Pipe Piles – Olsson will observe the installation of the driven pipe piles on a full-time basis. The pile location, date installed, length of the pile, and final cutoff and tip elevations will be noted in the pile log report. Field tests will be performed and compressive strength test specimens will be cast from concrete used in the construction of the piles. Olsson will also perform dynamic pile testing during initial driving and restriking on a total of five pile. Low strain integrity testing using sonic echo technology will also be performed following completion of pile installation. Olsson has estimated the following:

- Total of (20) 14" diameter pipe pile
 - 7 production piles installed per day (10 hours anticipated per day)
 - 4 – Sets of 5-(4"x8") lab cured compressive strength specimens (1 set per truckload for pile infill)
- Dynamic pile testing (PDA)
 - 3 days anticipated to complete dynamic testing for a total of (5) piles during installation
 - 2 days of testing anticipated during pile installation (16 hours geotechnical engineer with reporting)
 - 1 day of testing anticipated during restrike activities (8 hours with reporting)
- Low Strain integrity testing (sonic echo)
 - Olsson anticipates 1 day to complete low strain pile integrity testing following pile installation (10 hours geotechnical engineer with reporting)

Reinforced Concrete – Olsson will observe placement of reinforcing steel for the pavillion and boardwalk footings. Field tests including slump, air entrainment, and temperature will be performed on samples of concrete obtained from these structures. Cylinders will be cast from the concrete used in the construction of the structure for compressive strength testing at the rate of one test per 50 CY placed. Olsson has estimated the following:

- 20 – Sets of 5 (4"x8") compressive strength specimens for the reinforced structures
 - Pavilion structure
 - Lower-level footings – 11 placement events (11 sets)
 - Main level footings – 7 placement events (7 sets)
 - Boardwalk retaining wall footings – 2 placement events (2 sets)

TASK II – SWPPP Inspections/Reports

Olsson will provide qualified personnel to inspect the Project for compliance with the General NPDES Permit Number NER210000. The inspections will encompass Project areas that have been cleared, graded, or excavated and those areas that have not yet reached complete stabilization; stormwater controls (including pollution prevention measures) installed at the Project site to comply with the permit; material, waste, borrow, and equipment storage and maintenance areas that are covered by the permit; areas where stormwater typically flows within the Project site, including drainage ways designed to divert, convey, and/or treat stormwater; points of discharge from the site, unless considered unsafe or inaccessible; and locations where stabilization measures have been implemented. The inspector will base recommendations in the inspection reports on the approved erosion and sediment control plans and site specific SWPPP. At no time will the Olsson designated inspector supervise, direct or have control over any contractor's work during the installation, maintenance or removal of any BMP on the project site nor will Olsson coordinate BMP installation, maintenance or removal work with contractors or any other work on the project. Should significant modifications or amendments to these plans be needed City of La Vista will coordinate with the design engineer.

After the inspections are performed, the Olsson inspector will attempt to review any significant or urgent deficiencies to the City of La Vista -designated Project representative prior to leaving the site. When a City of La Vista -designated Project representative is not available, Olsson will attempt to contact them by phone to communicate any critical deficient findings. The inspector will also provide a digital copy of the inspection report via e-mail in a timely manner (typically within 24-hours of the inspection) to those designated by City of La Vista to receive the report. The inspection report will denote the condition and effectiveness of BMP controls and pollution prevention practices. The report will note structural BMPs or pollution prevention practices that are not operating in an effective manner, and/or that need to be installed, implemented or modified based on the erosion and sediment control plan. The report will also document the presence of any discharges at the time of inspection. Olsson's inspector will also track Project progress on a digital or hardcopy site map denoting BMP installation and removal, on-site modifications to the erosion and sediment control plan that may be required, and locations of potential pollutants.

As required by the PCWP the inspections will occur weekly with no more than 9 calendar days between site inspections and within 24 hours of a storm event equal to or greater than 0.5 inches.

Assumptions

- Client will notify Olsson of any safety concerns on the project site before the Olsson inspector enters the property.
- Based on the information relayed by client, Olsson assumes a Project duration of 17 months with construction being initiated in August 2022. Should the project exceed the anticipated duration Olsson will submit a new scope and fee for client approval / Olsson will seek client's approval to proceed at the agreed upon fee.
- There will not be significant changes to the Project size or boundaries that would require a heightened level of effort than what is documented herein.
- Changes in the location or boundaries of the Project that are made after the scope of services is commenced will be reviewed by Olsson; if additional work/analyses are required, Olsson will discuss budget and schedule implications, and path forward, with client; Olsson will not conduct additional work scope without written authorization from client.

Exclusions

- This scope of services excludes coordination with regulatory agencies and the presence of Olsson's inspector during a regulatory site inspection. Olsson's presence at such meetings outside of the regularly scheduled routine inspection will be scoped and costed separately, if requested.

- Under this agreement, the Olsson inspector will verify that BMPs are installed per the erosion and sediment control plan and BMP specifications but will not guarantee or certify any BMP installation, maintenance or removal work done by others nor will Olsson have responsibility for means, methods, sequences, procedures or techniques of construction employed by the client and/or their designated contractor.
- Olsson is not responsible for lack of action by the client or their designated contractor to correct items identified on inspection reports or those corrective actions communicated via email or text. Any fines levied due to said lack of action or negligence by the contractor are the sole responsibility of the permittee.

During rainy and thaw months, 6-8 site visits per month for SWPPP Inspections are entirely normal. While our rate of \$900/month may be higher than our local competitors if broken down to a per visit rate, Olsson feels that it reflects a cost savings to the Client over the life of the project due to a flat rate charged instead of a per visit charge.

PROPOSED SCOPE OF WORK:

CITY OF LA VISTA CENTRAL PARK PAVILLION & SITE IMPROVEMENTS

TASK I - SPECIAL INSPECTIONS AND MATERIAL TESTING SERVICES - BID PACKAGE 01

Fill and Backfill Placement

50	hrs Technician @	\$60.00	/hr	\$	3,000.00
1	Standard Proctor @	\$170.00	/each	\$	170.00
1	Atterberg Limits @	\$90.00	/each	\$	90.00
1	P-200 Sieve Analysis @	\$40.00	/each	\$	40.00
25	trips @	\$5.00	/trip	\$	125.00

Utility Backfill Placement

32	hrs Technician @	\$60.00	/hr	\$	1,920.00
16	trips @	\$5.00	/trip	\$	80.00

Composite Pipe Piles

30	hrs Technician- piles @	\$60.00	/hr	\$	1,800.00
20	Compression Test - Concrete @	\$17.00	/each	\$	340.00
3	Dynamic Pile Testing Equipment @	\$500.00	/day	\$	1,500.00
1	Sonic Echo Testing (PIT) Equipment @	\$300.00	/day	\$	300.00
50	hrs Geotechnical Engineer @	\$125.00	/hr	\$	6,250.00
7	trips @	\$5.00	/trip	\$	35.00

Reinforced Concrete

60	hrs Technician @	\$60.00	/hr	\$	3,600.00
100	Compression Test - Concrete @	\$17.00	/each	\$	1,700.00
20	trips @	\$5.00	/trip	\$	100.00

Reporting/Project Management

32	hrs Project Manager @	\$115.00	/hr	\$	3,680.00
2	hrs Administrative @	\$55.00	/hr	\$	110.00

Task I Subtotal \$ **24,840.00**

TASK II - SWPPP Inspections (August 2022 to December 2023)

Erosion Control Inspections

17	months SWPPP Inspector	\$900.00	/mo	\$	15,300.00
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Task II Subtotal \$ **15,300.00**

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

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

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GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated June 1, 2022 between City of La Vista ("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 Except as expressly provided in the Scope of Services, providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

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(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

Omitted

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

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

7.14.2 Notwithstanding anything in this Agreement to the contrary:

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

7.15 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, with respect to any liabilities, injuries, claims, losses, expenses, damages, or claims expenses covered by insurance policies maintained by Olsson, Olsson's total liability to the Client for any and all such injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's insurance limits 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 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.

7.17 Insurance

Olsson agrees to provide the following:

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

Professional Liability \$3,000,000 Each Claim & Aggregate

7.18 Entire Agreement/Severability

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. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

General Provisions updated 06/01/2022.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 7, 2022 AGENDA

Subject:	Type:	Submitted By:
PURCHASE & INSTALLATION OF NETWORKING EQUIPMENT AND APPROVAL OF BUSINESS SERVICE AGREEMENTS	◆ RESOLUTIONS (2) ORDINANCE RECEIVE/FILE	RYAN SOUTH INFORMATION TECHNOLOGY MANAGER

SYNOPSIS

Resolutions have been prepared to authorize the purchase of networking equipment from MNJ Technologies Direct, Inc and installation of cable from Tred-Mark Communications in an amount not to exceed \$14,084 and authorize the execution of service agreements with Cox Business for internet service.

FISCAL IMPACT

A Facebook Community Action grant will provide funding for this project. The monthly service agreement will be funded by the City.

RECOMMENDATION

Approval.

BACKGROUND

In October 2021, the Information Technology Department was awarded a Facebook Community Action grant for \$15,000 to fund IT Strategic Plan initiative – Upgrade, expand, and segregate the City public Wi-Fi network.

The City's current public Wi-Fi network uses the same access points, switches, and internet connection as the City's internal network. The network is protected by running the same devices, but on a separate virtual network. While this is a functional solution, it is not ideal, and it is necessary to complete a full separation of the two networks to enhance security. Separation of the public Wi-Fi entirely so that it runs on dedicated public Wi-Fi access points, switches, and internet will increase the protection of both the public and internal Wi-Fi, expand the current range of the wireless networks, and increase the bandwidth (speed) of the public Wi-Fi to provide a better experience for our residents and customers.

The grant will pay for the cost of the networking equipment and cable installation necessary to complete the segregation and expansion of the City's public Wi-Fi network.

Internet service agreements for City Hall, Public Works, and Police Station are necessary for the separation. The Information Technology budget will provide funding for the recurring monthly cost of Internet service to these locations.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF NETWORKING EQUIPMENT FROM MNJ TECHNOLOGIES DIRECT, INC. AND CABLE INSTALLATION BY TRED-MARK COMMUNICATIONS IN AN AMOUNT NOT TO EXCEED \$14,084.

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

WHEREAS, a Facebook Community Action grant provides funding for the proposed purchase and installation, 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 a networking equipment from MNJ Technologies Direct, Inc. and cable installation by Tred-Mark Communications in an amount not to exceed \$14,084.

PASSED AND APPROVED THIS 7TH DAY OF JUNE 2022.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Patricia G. Anderson
Deputy City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF BUSINESS SERVICE AGREEMENTS FOR CITY HALL, THE POLICE STATION AND PUBLIC WORKS WITH COX BUSINESS, OMAHA, NEBRASKA, TO PROVIDE INTERNET SERVICE.

WHEREAS, the Mayor and City Council have determined that business service agreements to allow the separation of city and public wi-fi is necessary; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that business service agreements for City Hall, the Police Station and Public Works with Cox Business, Omaha Nebraska in a form satisfactory to the City Administrator to provide internet service, are hereby approved.

PASSED AND APPROVED THIS 7TH DAY OF JUNE 2022.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Patricia G. Anderson
Deputy City Clerk



MNJ Technologies Direct, Inc.
1025 Busch Pkwy
Buffalo Grove, IL 60089-4504
(847) 634-0700

QUOTE

Dear Ryan South,

Thank you for contacting MNJ Technologies and allowing us the opportunity to provide a best-in-class solution based on your technology needs. Please feel free to reach out with any questions you may have.

QUOTE DATE	QUOTE NO	PO	ORDERED BY	PRINTED ON	ORDER BALANCE
05/20/2022	0001420063		Ryan South	May 20, 2022 7:58 am	\$11,564.00

BILL TO: (5008361)	SHIP TO: (SARP)	ATTENTION TO:
CITY OF LA VISTA 8116 PARK VIEW BLVD Ryan South La Vista, NE 68128	SARPY COUNTY 1210 GOLDEN GATE DR, SUITE 1130 Papillion, NE 68046	NAME: Ryan South
CONFIRM TO:		PHONE: 4023314343
ATTN:		EMAIL: rsouth@cityoflavista.org
ACCOUNT MANAGER: Jimmy Lochner EMAIL: jlochner@mnjtech.com PHONE: (847) 876-8841	EXT: 8341	
DESCRIPTION:		

LN	PRODUCT	DESCRIPTION	QUANTITY	PRICE (\$)	AMOUNT (\$)
1	MNJ11157535	Meraki MX64W Cloud Managed Security Appliance with 802.11ac - 5 Port - 10/100/1000Base-T - Gigabit Ethernet - Wireless LAN IEEE 802.11ac - 25 VPN - 5 x RJ-45 - Desktop, Wall Mountable MFG PART NO: MX64W-HW	2	576.00	1,152.00
2	MNJ11157525	Meraki MX64W Enterprise License and Support, 5 Years - Meraki MX64W Cloud Managed Security Firewall Appliance - License 1 License - 5 Year License Validation Period MFG PART NO: LIC-MX64W-ENT-5YR	2	556.00	1,112.00
3	MNJ9714203	D-Link 28 Port PoE Gigabit Smart Switch Including 4 Combo SFP Ports MFG PART NO: DGS-1210-28P	1	402.00	402.00

LN	PRODUCT	DESCRIPTION	QUANTITY	PRICE (\$)	AMOUNT (\$)
4	MNJ8286817	D-Link DGS-1210-10P Web Smart Switch - 10 Ports - Manageable - 8 x 10/100/1000 PoE Ports + 2 x Gigabit SFP Ports MFG PART NO: DGS-1210-10P	6	164.00	984.00
5	MNJ645500	D-Link 1000Base GBIC - 1000Base-SX - 1000Base-SX MFG PART NO: DEM-311GT	6	21.00	126.00
6	MNJ14540964	Meraki MR36 802.11ax 1.70 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 1 x Network (RJ-45) - Gigabit Ethernet - Desktop, Ceiling Mountable, Wall Mountable, Rail-mountable MFG PART NO: MR36-HW	11	454.00	4,994.00
7	MNJ10843621	Meraki MR Enterprise Cloud Controller License, 5 Years - Meraki MR Series Access Point - Subscription License - 5 Year License Validation Period MFG PART NO: LIC-ENT-5YR	11	254.00	2,794.00

SHIP VIA: FEDEX GROUND

TERMS: Net 30 Days

NEW REMIT ADDRESS:

MNJ Technologies Direct,
Inc.
PO Box : 771861
Chicago, IL 60677-1861
FEIN: 01-0560518

NET ORDER: \$11,564.00

ESTIMATED SALES TAX: \$0.00

SHIPPING CHARGES: \$0.00

TOTAL: \$11,564.00

ORDER BALANCE: \$11,564.00

Thanks for the opportunity. We appreciate all your business.



Your Total Communications Solution Provider
Wired or Wireless - Indoors or Out - In Ground or Above

10609 I STREET, OMAHA, NE 68127

5-13-2022

PROPOSAL – Data Cabling

PROJECT NAME: LaVista CH PD PW AP Cabling

LOCATION:

PREPARED BY: DAVID JOHNSON

BASE BID SCOPE OF WORK:

- > Install 3 data drops at City Hall for APs
- > Install 1, 24 port patch panel in City Hall
- > Install 1 data in Fire House for an AP
- > Install 3 data drops in Police Department for APs
- > Install 3 data drops in Public Works for APs
- > Install 1, 24 port patch panel in Public Works

LABOR AND MATERIALS: \$ 2,520.00

TAX: \$.00

GRAND TOTAL: \$ 2,520.00

NOTES & EXCLUSIONS FOR ALL SYSTEMS:

- > Sales tax is not included in this proposal.
- > Cable will follow existing pathways. New sleeves or core holes through brick walls not included.
- > This proposal is based on normal working hours (7:30-4:30PM).

TERMS AND CONDITIONS:

ACCEPTANCE OF ORDER; TERMINATION - Tred-Mark Communications may obtain credit information prior to acceptance of this agreement. If Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller.

PAYMENT TERMS - All invoices are due Net 30. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Additionally, Tred-Mark Communications reserves the right to progress bill the ongoing job. Standard payment terms apply.

RETURN OF GOODS - Credit will be allowed for goods returned with prior approval. There will be a 15% restocking fee on all returned merchandise. Special order items will not be returned.

Tred-Mark Communications

10609 I Street, Ste. 106, Omaha, NE 68127

David Johnson | david.johnson@tred-mark.com

C: 402-306-7025 | O: 402-597-3333 x117 | F: 402-597-3577

TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption certificate.

DELAY IN DELIVERY - Seller is not to be accountable for delays in delivery occasioned by acts of God or other circumstances over which Seller has no direct control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Seller be liable for any consequential or special damages arising from any delay in delivery.

WARRANTIES - Seller warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties made to Seller by the manufacturer of the goods.

LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Seller, a copy of which will be furnished upon written request. Furthermore, Seller's liability shall be limited to either repair or replacement of the goods or refund of the purchase price; all at Seller's option, and in no case shall Seller be liable for incidental or consequential damage. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

WAIVER - The failure of Seller to insist upon the performance of any of the terms or conditions of this contract or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this contract.

MODIFICATION OF TERMS AND CONDITIONS - No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these terms or conditions, shall be binding on Seller without the Seller's written consent.

ELECTRICAL - Seller is not responsible for any electrical requirements for installed equipment.

COVID-19 - This Tred-Mark Communications (T-M) proposal is subject to a Force Majeure clause for a pandemic (e.g. Covid-19) as declared by the World Health Organization ("WHO") and the corresponding governmental orders and/or regulations. This clause applies as it relates to T-M's inability to perform its contract obligations based on the unforeseeable events that may have a future impact on our labor force, the timely delivery of materials, and the escalation of the cost of said materials. T-M will keep you apprised if this situation develops and all parties to this proposal will be contacted. T-M does welcome the opportunity to work together to develop risk avoidance and mitigation strategies with you and all other parties involved (e.g. Owner, General Contractor, Architects, Engineers, etc.).

THE ABOVE PROPOSAL ACCEPTED AND ACKNOWLEDGED BELOW:

AUTHORIZING PRINCIPLE - _____

PRINT NAME - _____ DATE - _____

PO# - _____



Commercial Services Agreement

5/12/2022

Cox Account Rep:	Mike Fry	Cox System Address
Phone Number:		11505 W Dodge Rd Omaha, NE 68154
Fax Number:		

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	City of La Vista-Public Works	Full Name:	Ryan South
Street Address:	9900 Portal Rd	Billing Telephone:	(402) 331-4343
City/State/Zip:	La Vista, NE 68128	Fax:	
Billing Address:	8116 Park View Rd	Contact Number:	(402) 331-4343
City/State/Zip:	La Vista, NE 68128	Email:	rsouth@cityoflavista.org
Cox Account #:			

Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
CBI 100 - 100Mbps x 20Mbps includes Cox WiFi 10 Free Access Accounts and 25 Free PC Security Suites	0	1	\$89.00	36	\$89.00	\$0.00
Static IP Address	0	1	\$10.00	36	\$10.00	\$0.00
Customer Provided Modem	0	1	\$0.00	36	\$0.00	\$0.00
Install Fees						
Cox Business Internet Install	0	1	\$0.00	0	\$0.00	\$0.00

Totals:	\$99.00	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit http://www.coxbusiness.com/taxesandfees for more information		

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change from time to time. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	Cox Communications Omaha, LLC; Cox Nebraska Telcom, LLC Signature
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

EXHIBIT A

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. **AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM.** "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

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Commercial Services Agreement

5/12/2022

Cox Account Rep:	Mike Fry	Cox System Address
Phone Number:		11505 W Dodge Rd Omaha, NE 68154
Fax Number:		

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	City of La Vista City Hall	Full Name:	Ryan South
Street Address:	8116 Park View Blvd	Billing Telephone:	(402) 331-4343
City/State/Zip:	La Vista, NE 68128	Fax:	
Billing Address:	8116 Park View Blvd	Contact Number:	(402) 331-4343
City/State/Zip:	La Vista, 68128 NE	Email:	rsouth@cityoflavista.org
Cox Account #:			

Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
CBI 100 - 100Mbps x 20Mbps includes Cox WiFi 10 Free Access Accounts and 25 Free PC Security Suites	0	1	\$89.00	36	\$89.00	\$0.00
Static IP Address	0	1	\$10.00	36	\$10.00	\$0.00
Customer Provided Modem	0	1	\$0.00	36	\$0.00	\$0.00
Install Fees						
Cox Business Internet Install	0	1	\$0.00	0	\$0.00	\$0.00

Totals:	\$99.00	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit http://www.coxbusiness.com/taxesandfees for more information		

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change from time to time. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	Cox Communications Omaha, LLC; Cox Nebraska Telcom, LLC Signature
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

EXHIBIT A

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Commercial Services Agreement

5/12/2022

Cox Account Rep:	Mike Fry	Cox System Address
Phone Number:		11505 W Dodge Rd Omaha, NE 68154
Fax Number:		

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	City of La Vista-Police Dept	Full Name:	Ryan South
Street Address:	7701 S 96th St	Billing Telephone:	(402) 331-4343
City/State/Zip:	La Vista, NE 68128	Fax:	
Billing Address:	8116 Park View Rd	Contact Number:	(402) 331-4343
City/State/Zip:	La Vista, NE 68128	Email:	rsouth@cityoflavista.org
Cox Account #:			

Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
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CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 7, 2022 AGENDA

Subject:	Type:	Submitted By:
AWARD BID – 84 TH STREET INTERSECTION IMPROVEMENTS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to award a contract to Vierregger Electric, Omaha, NE, for 84th Street intersection improvements (signal and striping) for the 84th and Main Street and the 84th Street and City Centre Drive intersections in an amount not to exceed \$35,801.30.

FISCAL IMPACT

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

RECOMMENDATION

Approval

BACKGROUND

On May 3, 2022, the City Council authorized the advertisement of bids for said 84th Street Intersection Improvements. The plans and specifications were prepared by Felsburg, Holt and Ullevig (FHU). Bids were taken on Friday May 27, 2022 at 11:00a.m. and were as follows:

Vierregger Electric – \$35,801.30
 Omaha Electric Service – \$58,625.54
 Commonwealth Electric - \$48,712.69

The Vierregger bid is 16.7% below the Engineer's Estimate of \$43,000.00. It is recommended that the bid be awarded to Vierregger Electric for the total base bid of \$35,801.30.

Work is anticipated to begin in June of 2022 with substantial completion in September of 2022. A bid tab is attached for review.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AWARDING A CONTRACT TO VIERREGGER ELECTRIC OF OMAHA NEBRASKA FOR 84TH STREET INTERSECTION IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$35,801.30.

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

WHEREAS, bids were solicited, and three bids were received; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award the contract to Vierregger Electric of Omaha Nebraska for 84th Street Intersection Improvements in an amount not to exceed \$35,801.30.

PASSED AND APPROVED THIS 7TH DAY OF JUNE 2022.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Patricia Anderson
Deputy City Clerk

SUBMITTED PROPOSALS & COSTS Date of Bid: May 27, 2022, 11:00am Client: City of La Vista Proj.: 84th Street Signal Improvements		Omaha Electric Service Inc. Omaha, NE			Vierregger Electric Omaha, NE		Commonwealth Electric Omaha, NE		
ITEM	DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
1-1	MOBILIZATION/DEMobilization	1	LS	\$9,075.37	\$9,075.37	\$660.00	\$660.00	\$6,443.85	\$6,443.85
1-2	PROVIDE TEMPORARY TRAFFIC CONTROLS	1	LS	\$2,643.40	\$2,643.40	\$2,266.00	\$2,266.00	\$4,952.92	\$4,952.92
1-3	PERMANENT PREFORMED TAPE MARK - TYPE 4, 5" WHITE	550	LF	\$7.24	\$3,982.00	\$6.33	\$3,481.50	\$8.34	\$4,587.00
1-4	PERMANENT PREFORMED TAPE MARK - TYPE 4, 5" YELLOW	235	LF	\$7.59	\$1,783.65	\$6.33	\$1,487.55	\$8.34	\$1,959.90
1-5	PERMANENT PREFORMED TAPE MARK - TYPE 4, 5" DOTTED WHITE	75	LF	\$8.90	\$667.50	\$6.33	\$474.75	\$8.34	\$625.50
1-6	PERMANENT PREFORMED TAPE SYMBOL - TYPE DIRECTIONAL ARROW, WHITE	10	EA	\$711.92	\$7,119.20	\$632.50	\$6,325.00	\$727.59	\$7,275.90
1-7	FURNISH AND INSTALL TRAFFIC SIGNS	1	LS	\$7,973.42	\$7,973.42	\$2,549.00	\$2,549.00	\$4,883.43	\$4,883.43
1-8	REMOVE OVERHEAD SIGN	1	EA	\$121.19	\$121.19	\$140.00	\$140.00	\$161.10	\$161.10
1-9	REMOVE TRAFFIC SIGNAL	3	EA	\$271.28	\$813.84	\$140.00	\$420.00	\$214.80	\$644.40
1-10	INSTALL TRAFFIC SIGNAL, TYPE TS-IL W/T32 FACE, BKPLT, LED LAMPS & MA-5 MTG	2	EA	\$983.61	\$1,967.22	\$1,072.00	\$2,144.00	\$1,284.47	\$2,568.94
1-11	INSTALL TRAFFIC SIGNAL, TYPE TS-I W/T31 FACE, BKPLT, LED LAMPS & MA-5 MTG	1	EA	\$1,076.62	\$1,076.62	\$1,060.00	\$1,060.00	\$1,271.84	\$1,271.84
1-12	INSTALL TRAFFIC SIGNAL, TYPE TS-IA W/T31 FACE, BKPLT, LED LAMPS & B-4 ALT MTG	1	EA	\$928.63	\$928.63	\$917.00	\$917.00	\$926.52	\$926.52
1-13	INSTALL TRAFFIC SIGNAL, TYPE TS-ILFF W/T43F FACE, BKPLT, LED LAMPS & MA-5 MTG	1	EA	\$1,292.52	\$1,292.52	\$1,417.00	\$1,417.00	\$1,500.53	\$1,500.53
1-14	INSTALL TRAFFIC SIGNAL, TYPE TS-IRR W/T52 FACE, BKPLT, LED LAMPS & B-4 ALT MTG	1	EA	\$1,711.71	\$1,711.71	\$1,713.00	\$1,713.00	\$1,866.32	\$1,866.32
1-15	TYPE A SIGN	37.5	SF	\$139.43	\$5,228.63	\$93.00	\$3,487.50	\$71.07	\$2,665.13
1-16	LOAD SWITCH	1	EA	\$1,313.71	\$1,313.71	\$199.00	\$199.00	\$921.09	\$921.09
1-17	CCTV CAMERA SYSTEM	1	EA	\$10,926.93	\$10,926.93	\$7,060.00	\$7,060.00	\$5,458.32	\$5,458.32
TOTAL BID FOR ITEMS 1 THROUGH 17					\$58,625.54		\$35,801.30		\$48,712.69

Bid Bond, 5% of Bid, Yes or No

Yes

Yes

Yes

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 7, 2022 AGENDA**

Subject:	Type:	Submitted By:
AWARD BID – CENTRAL PARK ACCESS ROAD – PARK VIEW BLVD. CONNECTION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to award a contract to Mackie Construction, La Vista, Nebraska, for the Central Park Access Road – Park View Blvd. Connection project for certain grading, storm sewer, paving, access gate and electrical improvements within Central Park East in an amount not to exceed \$1,090,474.43.

FISCAL IMPACT

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

RECOMMENDATION

Approval

BACKGROUND

On April 5, 2022, the City Council approved a resolution authorizing the advertisement for bids for the Central Park Access Road – Park View Blvd. Connection project. The plans and specifications were prepared by Thompson, Dreessen and Dorner (TD2). Bids were taken on April 22, 2022 at 10:00a.m. One (1) bid was received by Mackie Construction, total base bid of \$1,090,474.43. After review of the bid item, it is recommended that a contract be awarded to Mackie Construction in an amount not to exceed \$1,090,474.43.

Work is anticipated to begin in June of 2022 with completion in December of 2022.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AWARDING A CONTRACT TO MACKIE CONSTRUCTION OF LA VISTA NEBRASKA FOR THE CENTRAL PARK ACCESS ROAD – PARK VIEW BLVD. CONNECTION PROJECT IN AN AMOUNT NOT TO EXCEED \$1,090,474.43.

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

WHEREAS, bids were solicited, and one bid was received; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award the contract to Mackie Construction of La Vista Nebraska for the Central Park Access Road – Park View Blvd. Connection Project in an amount not to exceed \$1,090,474.43.

PASSED AND APPROVED THIS 7TH DAY OF JUNE 2022.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Patricia Anderson
Deputy City Clerk

SUBMITTED PROPOSALS & COSTS Date of Bid: April 22, 2022 Client: City of La Vista Project: Central Park Access Road - Park View Eng Estimate: \$838,520.00 Bid Bond: 5% of Bid TD2 File No.: 171-422		 Thompson, Dreessen & Dorner, Inc.		Bidder Mackie Construction 14565 Portal Cir. Suite 117 La Vista, NE 68138 kmackie@mackieconcrete.com P: (402) 981-8041 F: (402) 933-3494	Bidder: F:	Bidder: Contractor Address Address e-mail P: F:			
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	L.S.	\$78,769.30	\$78,769.30				
2	Install, Maintain and Remove Orange Safety Fence	1,345	L.F.	\$4.12	\$5,541.40				
3	Remove Wooden Picnic Structure, Floor Slab and Footings	1	L.S.	\$5,729.06	\$5,729.06				
4	Clearing and Grubbing	1	L.S.	\$9,208.05	\$9,208.05				
5	Stockpile and Redistribute Topsoil (760 CY Moved Twice), Established Quantity	1,520	C.Y.	\$9.39	\$14,272.80				
6	Common Earthwork, In Place, Established Quantity	2,785	C.Y.	\$37.54	\$104,548.90				
7	Remove and Dispose Existing Bridge Headwalls	1	L.S.	\$22,380.84	\$22,380.84				
8	Remove and Dispose of Existing Wooden Bridge	1	L.S.	\$6,057.38	\$6,057.38				
9	Remove and Salvage Existing Monument, Flag Pole, Pavers and Blocks	1	L.S.	\$5,865.00	\$5,865.00				
10	Remove and Dispose ACC Pavement	395	S.Y.	\$14.08	\$5,561.60				
11	Remove and Dispose PCC Pavement	500	S.Y.	\$16.43	\$8,215.00				
12	Remove and Dispose PCC Sidewalk	325	S.Y.	\$10.56	\$3,432.00				
13	Remove and Dispose of 4 Ft Tall Chain Link Fence	225	L.F.	\$7.04	\$1,584.00				
14	Remove and Dispose Crushed Rock Surfacing	270	S.Y.	\$8.22	\$2,219.40				
15	Remove and Replace 8" PCC Pavement (Panel Repair)	145	S.Y.	\$88.81	\$12,877.45				
16	Remove and Recompact Sewer Trench Backfill	200	C.Y.	\$99.71	\$19,942.00				
17	Subgrade Recompaction, Established Quantity	1,100	C.Y.	\$7.63	\$8,393.00				
18	Construct 18" RCP Storm Sewer w/Bedding, In Place	200	L.F.	\$111.44	\$22,288.00				
19	Construct 24" RCP Storm Sewer w/Bedding, In Place	175	L.F.	\$145.46	\$25,455.50				

SUBMITTED PROPOSALS & COSTS Date of Bid: April 22, 2022 Client: City of La Vista Project: Central Park Access Road - Park View Eng Estimate: \$838,520.00 Bid Bond: 5% of Bid TD2 File No.: 171-422		 Thompson, Dreessen & Dorner, Inc.		Bidder Mackie Construction 14565 Portal Cir. Suite 117 La Vista, NE 68138 kmackie@mackieconcrete.com P: (402) 981-8041 F: (402) 933-3494	Bidder: F:	Bidder: Contractor Address Address e-mail P: F:			
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
20	Construct 18" Storm Sewer Tap in Box Culvert	1	EA.	\$3,419.30	\$3,419.30				
21	Construct 24" Storm Sewer Tap in Box Culvert	1	EA.	\$4,039.82	\$4,039.82				
22	Construct Type III Curb Inlet, In Place	4	EA.	\$7,218.65	\$28,874.60				
23	Construct 30" Nyloplast Drain Basin, Heavy Duty w/30" Dome Grate and 18" RCP Connector	1	EA.	\$7,564.68	\$7,564.68				
24	Construct 54" I.D. Storm Sewer Manhole, In Place	11	V.F.	\$903.00	\$9,933.00 *				
25	Construct 8'W by 6'H Reinforced Concrete Box Culvert, In Place	80	L.F.	\$2,157.41	\$172,592.80				
26	Construct Reinforced Concrete Wing Walls, Cast In Place	153	C.Y.	\$801.51	\$122,631.03				
27	Construct 5" PCC Sidewalk, In Place	70	S.Y.	\$80.15	\$5,610.50				
28	Construct 6" PCC Trail Pavement, In Place	410	S.Y.	\$70.95	\$29,089.50				
29	Construct 8" PCC Curb Ramp, In Place	10	S.Y.	\$144.68	\$1,446.80				
30	Construct 8" PCC Imprinted Surfacing, In Place	34	S.Y.	\$110.90	\$3,770.60				
31	Construct 8" PCC Pavement, w and w/o Curb, In Place	2,040	S.Y.	\$69.49	\$141,759.60				
32	Construct 9" PCC Pavement, (Park View Blvd), In Place	65	S.Y.	\$96.43	\$6,267.95				
33	Construct 4 Ft Tall, Black Vinyl Coated, Chain Link Fence, In Place	145	L.F.	\$43.41	\$6,294.45				
34	Rout & Seal Existing Pavement Joints	2,450	L.F.	\$4.12	\$10,094.00				
35	Furnish & Install Baffle Plates in Existing Storm Manhole	1	L.S.	\$5,255.04	\$5,255.04				
36	Install 4" Wide, White Pavement Marking Paint, In Place	135	L.F.	\$4.70	\$634.50				
37	Install 12" Wide, White Pavement Marking Paint, Grooved, In Place	11	L.F.	\$15.43	\$169.73				
38	Install 24" Wide, White Pavement Marking Paint, Grooved In Place	92	L.F.	\$21.24	\$1,954.08				

SUBMITTED PROPOSALS & COSTS Date of Bid: April 22, 2022 Client: City of La Vista Project: Central Park Access Road - Park View Eng Estimate: \$838,520.00 Bid Bond: 5% of Bid TD2 File No.: 171-422		 Thompson, Dreessen & Dorner, Inc.		Bidder Mackie Construction 14565 Portal Cir. Suite 117 La Vista, NE 68138 kmackie@mackieconcrete.com P: (402) 981-8041 F: (402) 933-3494	Bidder: F:	Bidder: Contractor Address Address e-mail P: F:			
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
39	Furnish and Install ADA Detectable Warnings, Cast Iron, Natural Finish	76	S.F.	\$25.68	\$1,951.68				
40	Furnish and Install Traffic Control Signage, In Place	6	EA.	\$478.88	\$2,873.28				
41	Install, Maintain and Remove Stabilized Construction Entrance	1	EA.	\$6,862.05	\$6,862.05				
42	Install and Maintain FabricSilt Fence	840	L.F.	\$4.40	\$3,696.00				
43	Remove and Dispose Fabric Silt Fence	840	L.F.	\$0.60	\$504.00				
44	Temporary Seeding w/Straw Mulch	1	AC.	\$1,759.50	\$1,759.50				
45	K-31 Fescue Seed w/Straw Mulch	0.9	AC.	\$3,636.30	\$3,272.67				
46	Furnish and Install Straw Wattle, 12" Diameter	50	L.F.	\$5.57	\$278.50				
47	Install, Maintain and Remove Curb Inlet Filter	4	EA.	\$293.25	\$1,173.00				
48	Install, Maintain and Remove Grate Inlet Filter	1	EA.	\$469.20	\$469.20				
49	Water Management, Complete	1	L.S.	\$14,662.50	\$14,662.50				
50	Furnish and Install Flex-A-Mat, In Place	915	S,F,	\$13.79	\$12,617.85				
51	Furnish & Install Access Gates	1	L.S.	\$13,183.35	\$13,183.35				
52	Furnish & Install Access Gate Control System w/Detection Loops	1	L.S.	\$8,797.50	\$8,797.50				
53	Furnish & Install 1-1/2 Inch PVC Conduit, In Place, Access Gate Controls	160	L.F.	\$24.34	\$3,894.40				
54	Furnish & Install Fiberglass Pull Box, Type PB-6, Access Gate Controls	1	EA.	\$2,129.00	\$2,129.00				
55	Grounding Rod, Copper Clad, 8 Ft. Long, 1/2-inch Diameter	9	EA.	\$480.93	\$4,328.37				
56	Roadway Area Luminaire, LED Fixture, 252 LEDS, 120 V AC or 12 V DC, Equal to 210 Watt Inc Lamp	8	EA.	\$1,420.51	\$11,364.08				

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ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
57	Light Poles, Class V-30 ft Treated Poles, Excluding Concrete Bases, 20 Ft Mounting Height	8	EA.	\$3,453.32	\$27,626.56				
58	Circuit Breakers, Bolt-on, 10k A I.C., 2 pole, 240 volt, 15-50 Amp	2	EA.	\$304.98	\$609.96				
59	Excavating Utility Trench, Common Earth, Chain Trencher 4" Wide, 18" Deep	1,300	L.F.	\$14.67	\$19,071.00				
60	Wire, copper, solid, 600 volt, #12, type THWN-THNN, normal installation conditions in wireway, conduit, cable tray	0.6	C.L.F.	\$213.10	\$127.86				
61	PVC Conduit, Shchedule 40, 3/4" Dia., to 10 Ft High, including terminations, fittings and support	200	L.F.	\$22.44	\$4,488.00				
62	Wire, copper, solid, 600 volt, #10, type XLPE-USE (RHW), normal installation conditions in wireway, conduit, cable tray	1.1	C.L.F.	\$675.65	\$743.22				
63	PVC Conduit, Schedule 40, 1-1/2" Dia., to 10 Ft High, including terminations, fittings and support	40	L.F.	\$44.87	\$1,794.80				
64	Wire, copper, stranded, 600 volt, #6, type THW, normal installation conditions in wireway, conduit, cable tray	0.04	C.L.F.	\$8,991.05	\$359.64				
65	Load centers-meter combo, 1 phase, 3 wire, main lugs, rainproof, 120/240 V, 100 amp, 12 circuits	1	EA.	\$13,606.80	\$13,606.80				
66	HDPE Conduit, DR 13.5, 1-1/2" Dia., including terminations, fittings and support	100	L.F.	\$44.87	\$4,487.00				
TOTAL BID:					\$1,090,474.43 *				

* corrected in accordance with Information for Bidders