

# MINUTE RECORD

A-2

No. 729 -- REEDFIELD & COMPANY, INC. OMAHA E1310566LD

## LA VISTA CITY COUNCIL MEETING October 6, 2015

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on October 6, 2015. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Bueche, Police Chief Lausten, Director of Administrative Services Pokorny, Community Development Director Birch, Assistant Recreation Director Karlson Finance Director Miserez, Human Resources Manager Garrod, City Engineer Kottmann and Library Director Barcal.

A notice of the meeting was given in advance thereof by publication in the Times on September 23, 2015. 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.

### APPOINTMENT – SERGIO GARCIA – BOARD OF ADJUSTMENTS – FILL VACANCY

Mayor Kindig stated with approval of the Council he would like to appoint Sergio Garcia to the Board of Adjustments to fill a vacancy. Councilmember Crawford made a motion to approve the appointment of Sergio Garcia to the Board of Adjustments to fill a vacancy. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

#### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE SEPTEMBER 15, 2015 CITY COUNCIL MEETING
3. PAY REQUEST – TIJ CONSTRUCTION LLC – CONSTRUCTION SERVICES – PUBLIC WORKS SEWER SHOP REHABILITATION - \$8,201.43
4. PAY REQUEST – UPSTREAM WEEDS – PROFESSIONAL SERVICES – THOMPSON GREEK RESTORATION PROJECT - \$2,026.66
5. PAY REQUEST – FELSBURG HOLT & ULLEVIG – PROFESSIONAL SERVICES – HELL CREEK CHANNEL IMPROVEMENTS - \$574.19
6. PAY REQUEST – FELSBURG HOLT & ULLEVIG – PROFESSIONAL SERVICES – HELL CREEK CHANNEL IMPROVEMENTS - \$3,656.97
7. PAY REQUEST – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – HARRISON STREET TRAFFIC SIGNAL = \$1,548.20
8. RESOLUTION NO. 15-124- APPROVE INTERLOCAL COOPERATION AGREEMENT – METRO AREA DRUG TASK FORCE

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE "PARTICIPATING AGENCIES" OF THE METRO AREA DRUG TASK FORCE (UNITED STATES DEPARTMENT OF JUSTICE-DEA, UNITED STATES DEPARTMENT OF TREASURY-IRS, CITY OF OMAHA, CITY OF BELLEVUE, CITY OF PAPILLION, SARPY COUNTY SHERIFF, DOUGLAS COUNTY SHERIFF, AND THE NEBRASKA STATE PATROL).

WHEREAS, it is the belief of informed law enforcement administrators that the most effective enforcement effort against drug trafficking and related crime in the Omaha/East Central Nebraska Metropolitan area can best be achieved through the cooperative efforts of multi-agency enforcement; and

WHEREAS, the provisions of Nebraska State Statutes Sections 13-801, et. seq., provide authority for the City of La Vista to join with other governmental agencies on a basis of mutual advantage and in a manner that will accord best with geographic, economic, population and other factors by signing an Interlocal Cooperation Agreement; and,

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

WHEREAS, Douglas County, Sarpy County, City of Bellevue, City of Papillion, City of Omaha, Nebraska State Patrol, United States Department of Treasury-Internal Revenue Service, and the United States Department of Justice- DEA are desirous of and agreeable to Interlocal Cooperation Agreement forming a Metropolitan area drug task force;

WHEREAS, the Agreement is in the best interests of the citizens of the City of La Vista.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby authorize the Mayor to execute the Interlocal Cooperation Agreement with Douglas County, Sarpy County, City of Bellevue, City of Papillion, City of Omaha, Nebraska State Patrol, United States Department of Treasury-Internal Revenue Service, and the United States Department of Justice-FBI & DEA.

## 9. APPROVAL OF CLAIMS.

ACTION BATTERIES, supplies	\$10.75
ADAMSON INDUSTRIES CORP, maint.	\$609.75
AIR POWER OF NEBRASKA, supplies	\$166.60
ALAMAR UNIFORMS, apparel	\$458.73
AMERICA'S FENCE STORE INC, bld&grnds	\$54.28
ARTHUR J GALLAGHER RISK, services	\$221,343.00
ASPHALT & CONCRETE MATERIALS, maint.	\$718.83
ASSET INSIGHT TECH INC, maint.	\$4,990.00
ASSURANT EMPLOYEE BENEFITS, payroll	\$544.79
BAKER & TAYLOR, books	\$2,493.35
BARONE SECURITY SYSTEMS, services	\$3,470.07
BAXTER CHRYSLER DODGE JEEP RAM, maint.	\$207.00
BAXTER FORD, maint.	\$96.86
BEACON BUILDING SERVICES, services	\$5,812.00
BERRY DUNN, services	\$4,718.00
BIG RIG TRUCK ACCESSORIES, maint.	\$147.80
BISHOP BUSINESS EQUIPMENT, supplies	\$522.29
BLACK HILLS ENERGY, utilities	\$1,983.20
BOBCAT OF OMAHA, maint.	\$629.52
BOB'S RADIATOR REPAIR CO., maint.	\$137.00
BOLTE, J., travel	\$82.28
BRITE IDEAS DECORATING, services	\$27,243.75
BROWN TRAFFIC PRODUCTS, maint.	\$1,349.50
BSN SPORTS INC, maint.	\$5,974.94
BUETHE, P., travel	\$370.30
CALENTINE, J., travel	\$62.10
CAR QUEST AUTO PARTS, maint.	\$123.98
CAVENDISH SQUARE PUBLISHING, books	\$234.88
CENTER POINT PUBLISHING, books	\$427.20
CENTURY LINK BUSN SVCS, phones	\$70.76
CENTURY LINK, phones	\$745.66
CERTIFIED TRANSMISSION INC, maint.	\$476.24
CHASE TRANSMISSION REPAIR, maint.	\$497.00
CHIEF SCHOOL BUS SERVICE, INC, services	\$165.00
CHRISTINE HOIT, services	\$376.00
CITY OF OMAHA, services	\$785.19
CLAIR LA COSSE, services	\$25.00
COCA-COLA BOTTLING CO, supplies	\$321.91
COFFMAN, M., travel	\$27.31
COMP CHOICE INC, services	\$2,573.00
CONTROL MASTERS INC, supplies	\$1,244.00
CORNHUSKER INTL TRUCKS INC, maint.	\$79.32
CSP 529, payroll	\$50.00
CULLIGAN OF OMAHA, bld&grnds	\$43.00
D & D COMMUNICATIONS, services	\$398.00

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DARE CATALOG, supplies	\$1,184.97
DEERE & COMPANY, maint.	\$6,794.02
DELL MARKETING, servcies	\$171.59
DEMCO INC, supplies	\$302.03
DIAMOND VOGEL PAINTS, maint.	\$213.90
DIGITAL ALLY INC, maint.	\$415.00
DILLON BROS HARLEY DAVIDSON, maint.	\$925.44
EDGEWEAR SCREEN PRINTING, apparel	\$2,052.00
EFTPS, payroll	\$74,349.31
EN POINTE TECHNOLOGIES, services	\$656.40
EYMAN PLUMBING, bld&grnds	\$2,125.00
FEDEX, maint.	\$67.73
FILTER CARE, maint.	\$110.40
FOCUS PRINTING, services	\$940.82
GALE, books	\$125.20
GCR TIRES & SERVICE, maint.	\$1,141.54
GIBSON, JOHN, services	\$150.00
GOVERNMENT JOBS.COM INC, services	\$739.48
GREENKEEPER CO. INC, bld&grnds	\$483.30
GUNN, B., travel	\$57.50
H & H CHEVROLET LLC, maint.	\$52.46
HANEY SHOE STORE, apparel	\$855.98
HEARTLAND PAPER, supplies	\$60.00
HOME DEPOT, bld&grnds	\$617.80
HUNDEN STRATEGIC PARTNERS, services	\$9,813.00
HY-VEE INC, supplies	\$758.00
ICMA, payroll	\$36,495.55
INGRAM LIBRARY SERVICES, books	\$2,818.17
INTNL CODE COUNCIL INC, services	\$135.00
J Q OFFICE EQUIPMENT INC, services	\$102.44
JIM BOSTON, servcies	\$40.00
KENNY'S SERVICES INC, bld&grnds	\$1,095.00
KERFORD LIMESTONE CO, maint.	\$11,981.58
LAMOREUX, N., travel	\$37.16
LAUGHLIN, KATHLEEN A, TRUSTEE, payroll	\$116.00
LEAF CAPITAL FUNDING LLC, payroll	\$700.00
LFOP DUES, payroll	\$1,300.00
LIBRARY IDEAS LLC, media	\$20.50
LIGHT AND SIREN, maint.	\$1,208.91
LOGAN CONTRACTORS SUPPLY, maint.	\$7,329.41
LOGAN SIMPSON DESIGN INC, services	\$11,712.78
LOWE'S, maint.	\$943.92
LV COMM FOUNDATION, payroll	\$50.00
MARTIN MARIETTA AGGREGATES, maint.	\$781.49
MASTER MECHANICAL SERVICE, bld&grdns	\$1,605.46
MATHESON TRI-GAS INC, supplies	\$2,070.65
MENARDS-RALSTON, bld&grnds	\$1,246.20
MID AMERICA PAY PHONES, phones	\$50.00
MID CON SYSTEMS INC, maint.	\$635.06
MIDLANDS LIGHTING & ELECTRIC, bld&grnds	\$71.85
MIDWEST SERVICE AND SALES CO, maint.	\$1,493.25
MIDWEST TAPE, media	\$2,362.69
MINITEX - CPP, supplies	\$140.00
MONARCH OIL INC, maint.	\$192.50
MUD, utilities	\$4,768.96
NAT'L EVERYTHING WHOLESALE, supplies	\$257.06
NE CHILD SUPPORT CENTER, payroll	\$966.08
NE DEPT OF REVENUE, sales tax	\$4,519.25
NE ENVIRONMENTAL PRODS, maint.	\$1,519.00
NE STATE INCOME TAX, payroll	\$11,138.29

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NEBRASKA IOWA SUPPLY, maint.	\$13,449.82
NEBRASKA WELDING LTD, maint.	\$24.35
NEENAH FOUNDRY INC, bld&grnds	\$432.00
NEWMAN TRAFFIC SIGNS INC, bld&grnds	\$1,570.16
NOBBIES INC, supplies	\$35.85
OCLC INC, media	\$123.61
OFFICE DEPOT INC, supplies	\$485.64
OMAHA COMPOUND CO., supplies	\$239.76
OMAHA WINNELSON, bld&grnds	\$56.13
OMAHA WORLD-HERALD, services	\$811.06
OMNIGRAPHICS INC, books	\$278.20
ONE CALL CONCEPTS INC, services	\$252.95
ORIENTAL TRADING CO, supplies	\$229.52
PAPILLION LA VISTA SCHOOLS, tob/license	\$8,240.00
PAPILLION TIRE INC, maint.	\$164.12
PAPIO-MO NRD STORM WATER, services	\$35,281.01
PARAMOUNT LINEN & UNIFORM, services	\$484.44
PAYFLEX SYSTEMS USA INC, payroll	\$250.00
PETTY CASH, supplies	\$530.69
PITNEY BOWES, postage	\$919.00
PITTSBURGH PAINTS, maint.	\$68.00
PLAINS EQUIPMENT GROUP, maint.	\$1,611.79
POLICE INSURANCE, payroll	\$261.89
PREMIER-MIDWEST BEVERAGE CO, supplies	\$253.55
QUALITY BRANDS OF OMAHA, supplies	\$554.10
RAINBOW GLASS & SUPPLY, maint.	\$159.00
RALSTON BASEBALL ASSN, services	\$1,330.00
READY MIXED CONCRETE CO, maint.	\$5,257.10
REPUBLIC NATIONAL DISTR CO, supplies	\$38.10
RETRIEVEX, services	\$117.10
ROTELLA'S ITALIAN BAKERY, supplies	\$12.95
ROWLAND, DYEA, refund	\$20.00
SAFETY GUARD INC, maint.	\$3,250.00
SAM'S CLUB, supplies	\$555.64
SARPY CTY REGISTER OF DEEDS, services	\$22.00
SCHOLASTIC LIBRARY PUBLISHING, books	\$661.70
SIGN IT, services	\$1,011.20
SIRCHIE FINGER PRINT LABS, supplies	\$211.33
SOUCIE, J., travel	\$325.58
SPRINT, services	\$119.97
STANDARD INSURANCE CO., payroll	\$5,669.54
STATE STEEL OF OMAHA, supplies	\$359.61
STERLING DISTRIBUTING CO, supplies	\$42.26
SUTPHEN CORP, maint.	\$135.58
SYMBOL ARTS LLC, apparel	\$450.00
TED'S MOWER SALES & SERVICE, maint.	\$943.92
TERRY'S SMALL ENGINE, maint.	\$214.57
THOMPSON DREESSEN & DORNER, services	\$9,442.55
TIELKE'S SANDWICHES, supplies	\$25.45
TIJ CONSTRUCTION LLC, services	\$85,002.57
TIM JAVORSKY, services	\$125.00
TRACTOR SUPPLY, bld&grnds	\$400.75
TRAFFIC & TRANSPORTATION PRODS, maint.	\$3,410.00
TRANS UNION RISK, services	\$30.00
TURF CARS LTD, services	\$349.61
UNITED HEALTHCARE INSURANCE CO., payroll	\$85,845.28
UTILITY EQUIPMENT CO, services	\$2.35
VAN RU CREDIT CORP., payroll	\$37.88
VAN-WALL EQUIPMENT INC, services	\$368.57
VERIZON WIRELESS, phones	\$271.82

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VIERREGGER ELECTRIC CO, maint.	\$1,893.38
WAL-MART, supplies	\$523.58
WHITE CAP CONSTR SUPPLY, apparel	\$886.41
WICK'S STERLING TRUCKS INC, maint.	\$6,420.27
ZIMCO SUPPLY CO, bld&grnds	\$360.00

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

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Assistant Recreation Director Karlson reported on a new program — a Punt, Pass, and Kick contest which was held on September 26, 2015. There were over 100 participants.

## B. CITIZEN ADVISORY REVIEW COMMITTEE – EDP REPORT

### 1. PUBLIC HEARING

At 7:04 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the Citizen Advisory Review Committee EDP Report. Doug Kellner was in attendance to answer any questions.

At 7:05 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## C. RESOLUTION – APPROVE A TRANSPORTATION STUDY INTERLOCAL AGREEMENT

Councilmember Sell introduced and moved for the adoption of Resolution No. 15-125: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A TRANSPORTATION STUDY INTERLOCAL AGREEMENT WITH SARPY COUNTY, NEBRASKA.

WHEREAS, the cities of Bellevue, Papillion, La Vista, Gretna, and Springfield are proposing to enter into a Transportation Study Interlocal Agreement with Sarpy County, Nebraska; and

WHEREAS, if the grant funds from the Nebraska Department of Roads are received by Sarpy County for the study, La Vista's share of the local matching funds is \$2,500.

NOW THEREFORE, BE IT RESOLVED, that the Transportation Study Interlocal Agreement with Sarpy County, Nebraska, is hereby approved, and the Mayor and City Clerk be and hereby are, authorized to execute same on behalf of the City with such revisions or amendments thereto that the City Administrator and City Attorney may determine necessary to carry out the intent of the City Council.

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

## D. RESOLUTION – APPROVE SUPPLEMENTAL WORK EXPENDITURE – SURFACE PREP – TENNIS COURT RESURFACING

Councilmember Sell introduced and moved for the adoption of Resolution No. 15-126: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN ADDITIONAL EXPENDITURE FOR EXTRA WORK REQUIRED TO PREPARE THE CENTRAL PARK TENNIS COURTS PRIOR

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

TO RESURFACING TO PRO TRACK AND TENNIS INCORPORATED, BENNINGTON NEBRASKA, IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$15,000.00

WHEREAS, the City Council of the City of La Vista has determined that extra work to prepare for resurfacing of the Central Park Tennis Courts is necessary; and

WHEREAS, the FY16 Parks Maintenance Budget provides funding for this project; and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator 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 approve an additional expenditure for extra work required to prepare the Central Park Tennis Courts prior to resurfacing to Pro Track Tennis Inc., Bennington, NE, in an additional amount not to exceed \$15,000.00.

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

## **E. RESOLUTION – AUTHORIZE PURCHASE – PORTABLE SOUND SYSTEM**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 15-127; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF A PORTABLE SOUND SYSTEM FROM THEATRICAL MEDIA SERVICES IN AN AMOUNT NOT TO EXCEED \$13,776.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of portable sound system for use at multiple events throughout the City is desirable; and

WHEREAS, the FY16 Lottery Fund Budget provides funding for the proposed purchase; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of a portable sound system from Theatrical Media Services in an amount not to exceed \$13,776.00.

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

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

## **COMMENTS FROM THE FLOOR**

There were no comments from the floor.

## **I. EXECUTIVE SESSION – PERSONNEL; STRATEGY SESSION – POTENTIAL REAL ESTATE ACQUISITION**

At 7:10 p.m. Councilmember Crawford made a motion to go into executive for protection of an individual to discuss personnel matters and for the protection of the public for a strategy session on potential real estate acquisition. Seconded by

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No. 728 — REEDFIELD & COMPANY, INC., OMAHA E1310558.LD

Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 7:36 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## COMMENTS FROM MAYOR AND COUNCIL

Councilmember Frederick thanked the golf course staff for a job well done on the fundraiser foot golf tournament. Frederick stated it was very well organized and staff was great to work with in getting everything set up.

Mayor Kindig reminded City Council of their workshop on Tuesday October 13 which will begin promptly at 6:00 p.m.

At 7:40 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 20TH DAY OF OCTOBER, 2015

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

A-3



PO Box 1100, 100 Middle Street, Portland, ME 04104-1100

I N V O I C E

10/12/2015

Client #: 110382.41

Invoice #: 353606

City of La Vista  
Pam Buethe  
8116 Park View Boulevard  
La Vista, NE 68128

\$ \_\_\_\_\_  
AMOUNT REMITTED

**City of La Vista**

**BerryDunn**  
Invoice #: 353606

**10/12/2015**

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Professional services rendered by our Government Consulting Group related to the project to assist the City of La Vista with consulting services for Financial Information Software System Selection.

**Task 3: Vendor Evaluation and Selection ( 20% Complete)** \$3,954.00

Current Amount Due \$ 3,954.00

*OK today  
Buethe  
05.11.0859*

A late charge of 1.5% per month (18% per annum) is added to the balance after 30 days.

For your convenience, we accept VISA and MASTERCARD or for information on ACH Payments, please send an email to [AR@berrydunn.com](mailto:AR@berrydunn.com).

(207)775-2387  
[www.berrydunn.com](http://www.berrydunn.com)

*Consent Agenda 10/20/15 (D)*

A-4  
TD2 File No. 171-408.95  
October 9, 2015

**PAYMENT RECOMMENDATION NO. 5 ON CONTRACT FOR THOMPSON CREEK CHANNEL REHABILITATION GROUP B – CHANNEL RECONSTRUCTION**

Owner: The City of La Vista, Nebraska  
8116 Park View Blvd.  
La Vista, Nebraska 68128

Contractor: Anderson Excavating Co.  
1920 Dorcas Street  
Omaha, NE 68108

**ORIGINAL CONTRACT AMOUNT: \$1,332,728.50**

**AMOUNT OF PREVIOUS PAYMENT RECOMMENDATIONS: \$329,526.00**

Item	Description	Aprox. Quantities		Unit Price		Amount
<b>Demolition and Grading:</b>						
1	Clearing and Grubbing	0.8	L.S.	\$ 42,000.00	/ L.S.	\$ 33,600.00
2	Stockpile and Redistribute Topsoil (6,500 C.Y. Moved Twice), Established Quantity	10,000	C.Y.	\$ 10.00	/ C.Y.	\$100,000.00
3	Common Earthwork, In Place, Established Quantity	13,333	C.Y.	\$ 6.00	/ C.Y.	\$ 79,998.00
4	Haul Excess Soil to NRD Levee Site	13,750	C.Y.	\$ 8.00	/ C.Y.	\$110,000.00
5	Haul Excess Soil Off Site and Dispose	0	C.Y.	\$ 9.00	/ C.Y.	\$ 0.00
6	Remove and Dispose Existing Headwall Structure and Railing	0	EA.	\$ 3,000.00	/ EA.	\$ 0.00
7	Remove Existing Gabion Baskets and Salvage Stone On Site	155	C.Y.	\$ 15.00	/ C.Y.	\$ 2,325.00
8	Remove and Dispose 24" - 30" Storm Sewer	0	L.F.	\$ 30.00	/ L.F.	\$ 0.00
9	Remove and Dispose 48" Storm Sewer	0	L.F.	\$ 45.00	/ L.F.	\$ 0.00
10	Remove and Dispose P.C.C. Pavement	0	S.Y.	\$ 4.50	/ S.Y.	\$ 0.00
11	Remove and Dispose 4' Tall Chain Link Fence	0	L.F.	\$ 5.00	/ L.F.	\$ 0.00
12	Remove, Salvage and Relocate 4' Tall Chain Link Fence	0	L.F.	\$ 12.00	/ L.F.	\$ 0.00
13	Remove and Salvage Playground Equipment	1	EA.	\$ 8,000.00	/ EA.	\$ 8,000.00
14	Remove and Dispose Sand Volleyball Court and Equipment	1	EA.	\$ 2,000.00	/ EA.	\$ 2,000.00
<b>Infrastructure Installation:</b>						
15	30" Storm Sewer Plug, In Place	0	EA.	\$ 800.00	/ EA.	\$ 0.00
16	Flowable Fill In Abandoned Storm Sewer, In Place	0	C.Y.	\$ 240.00	/ C.Y.	\$ 0.00
17	Construct 5' x 5' Junction Box w/ Weir, In Place	0	EA.	\$11,000.00	/ EA.	\$ 0.00
18	Construct 54" I.D. Storm Sewer Manhole, In Place	0	V.F.	\$ 750.00	/ V.F.	\$ 0.00
19	Construct 54" I.D. Flat Top Storm Sewer Manhole, In Place	0	V.F.	\$ 800.00	/ V.F.	\$ 0.00

20	Construct 60" I.D. Flat Top Storm Sewer Manhole, In Place	0	V.F.	\$ 850.00	/	V.F.	\$ 0.00
21	Standard Manhole Ring and Cover, In Place	0	EA.	\$ 500.00	/	EA.	\$ 0.00
22	Construct 24" - 30" Concrete Collar, In Place	0	EA.	\$ 1,600.00	/	EA.	\$ 0.00
23	Construct 24" HDPE Storm Sewer w/ Bedding, In Place	10	L.F.	\$ 175.00	/	L.F.	\$ 1,750.00*
24	Construct 30" HDPE Storm Sewer w/ Bedding, In Place	16	L.F.	\$ 125.00	/	L.F.	\$ 2,000.00*
25	Construct 30" RCP Storm Sewer, Class III, W/ Bedding, In Place	60	L.F.	\$ 200.00	/	L.F.	\$12,000.00*
26	Construct 42" HDPE Storm Sewer w/ Bedding, In Place	4	L.F.	\$ 225.00	/	L.F.	\$ 900.00*
27	Construct Type II Curb Inlet, In Place	0	EA.	\$ 7,500.00	/	EA.	\$ 0.00
28	Construct Type III Curb Inlet, In Place	0	EA.	\$ 7,500.00	/	EA.	\$ 0.00
29	Construct Edgewood Boulevard Culvert Dissipation Structure	1	EA.	\$20,000.00	/	EA.	\$ 20,000.00
30	Storm Sewer Anchor System, In Place	0	EA.	\$ 1,000.00	/	EA.	\$ 0.00
31	Construct SAFL Baffle System, In Place	0	EA.	\$ 1,800.00	/	EA.	\$ 0.00
32	Type "B" Riprap w/ Geotextile Fabric, In Place	56	TON S	\$ 36.00	/	TON S	\$ 2,016.00
33	Construct 4" P.C.C. Sidewalk Pavement, In Place	0	S.Y.	\$ 5.00	/	S.Y.	\$ 0.00
34	Construct 6" P.C.C. Driveway Pavement, In Place	0	S.Y.	\$ 6.00	/	S.Y.	\$ 0.00
35	Construct 7" P.C.C. Pavement, In Place	0	S.Y.	\$ 12.00	/	S.Y.	\$ 0.00
<b>Special Treatments:</b>							
36	Geo-Wrapped Soil Lifts, In Place	0	S.F.	\$ 25.00	/	S.F.	\$ 0.00
37	Creek Toe Stone Revetment and Bedding, In Place	0	L.F.	\$ 35.00	/	L.F.	\$ 0.00
38	Wetland Soil Amendment, In Place	0	C.Y.	\$ 10.00	/	C.Y.	\$ 0.00
39	Cross-Vane Grade Control Structure, In Place	0	EA.	\$ 5,000.00	/	EA.	\$ 0.00
40	Gabion Baskets W/ Recycled Stone, In Place	0	C.Y.	\$ 105.00	/	C.Y.	\$ 0.00
41	Tensar Bionet C125BN (Or Approved Equal, In Place	0	S.Y.	\$ 2.75	/	S.Y.	\$ 0.00
42	Tensar Bionet SC150BN (Or Approved Equal), In Place	0	S.Y.	\$ 2.00	/	S.Y.	\$ 0.00
<b>Erosion Control:</b>							
43	Maintain and Remove Stabilized Construction Entrance	0	EA.	\$ 1,500.00	/	EA.	\$ 0.00
44	Maintain and Remove Inlet Filters	0	EA.	\$ 125.00	/	EA.	\$ 0.00
45	Maintain Fabric Silt Fence, In Place	0	L.F.	\$ 2.50	/	L.F.	\$ 0.00
46	Remove and Dispose Fabric Silt Fence	0	L.F.	\$ 1.00	/	L.F.	\$ 0.00
47	Water Management, Complete	0.46	L.S.	\$98,400.00	/	L.S.	\$ 45,264.00
48	United Seed Super Turf 2 Permanent Seed w/ Straw Mulch	0	AC.	\$ 3,000.00	/	AC.	\$ 0.00
49	Maintain and Remove Orange Safety Fence	0	L.F.	\$ 1.00	/	L.F.	\$ 0.00
<b>Planting:</b>							
50	Stream Bank Seeding, In Place	0	AC.	\$ 3,500.00	/	AC.	\$ 0.00
51	Low Prairie Seeding, In Place	0	AC.	\$ 2,800.00	/	AC.	\$ 0.00

52	Upland Prairie Seeding, In Place	0	AC.	\$ 2,000.00	/	AC.	\$ 0.00
53	Wet Meadow Seeding, In Place	0	AC.	\$ 3,000.00	/	AC.	\$ 0.00
54	Access Path Seeding, In Place	0	AC.	\$20,000.00	/	AC.	\$ 0.00
55	Willow Live Stakes, In Place	0	EA.	\$ 20.00	/	EA.	\$ 0.00
56	Install 1-1/2" Caliper trees, In Place	0	EA.	\$ 450.00	/	EA.	\$ 0.00
57	Install Six Feet Tall Conifer Trees, In Place	0	EA.	\$ 450.00	/	EA.	\$ 0.00
58	Deep Cell Plugs, In Place	0	EA.	\$ 10.00	/	EA.	\$ 0.00
59	Year One Maintenance For Project Area	0	L.S.	\$15,000.00	/	L.S.	\$ 0.00
60	Year Two Maintenance For Project Area	0	L.S.	\$10,000.00	/	L.S.	\$ 0.00
61	Year Three Maintenance For Project Area	0	L.S.	\$ 8,000.00	/	L.S.	\$ 0.00
<b>Parkland Amenities:</b>							
62	Reinstall Salvaged Playground Equipment at Triangle Park	1	EA.	\$72,500.00	/	EA.	\$ 72,500.00
63	Construct Volleyball Court, In Place	0	EA.	\$14,000.00	/	EA.	\$ 0.00
64	Install New 42" Tall Galvanized Chain Link Fence, In Place	0	L.F.	\$ 12.00	/	L.F.	\$ 0.00
65	Install Six Feet Tall, White PVC Privacy Fence, In Place	0	L.F.	\$ 20.00	/	L.F.	\$ 0.00
<b>Hourly Rates:</b>							
66	Labor	0	HRS	\$ 40.00	/	HRS	\$ 0.00
67	CAT 257B (Or Equivalent) W/ Operator	0	HRS	\$ 95.00	/	HRS	\$ 0.00
68	CAT 225 (Or Equivalent) W/ Operator	16	HRS	\$ 150.00	/	HRS	\$ 2,400.00
69	CAT D7 (Or Equivalent) W/ Operator	16	HRS	\$ 140.00	/	HRS	\$ 2,240.00
70	CAT 977 (Or Equivalent) W/ Operator	16	HRS	\$ 140.00	/	HRS	\$ 2,240.00
71	Side Dump Truck (Or Equivalent) W/ Operator	0	HRS	\$ 110.00	/	HRS	\$ 0.00
<b>TOTAL</b> \$499,233.00							
<b>LESS 10% RETAINED</b> \$ 49,923.30							
<b>LESS PREVIOUS PAYMENT</b>							
<b>RECOMMENDATIONS</b> \$329,526.00							
<b>AMOUNT DUE CONTRACTOR</b> \$119,783.70 ←							
<b>*COST OF MATERIALS STORED ON SITE</b>							

We recommend that payment in the amount of \$119,783.70 be made to Anderson Excavating Co.

Respectfully submitted,

  
 Charles E. Riggs, P.E.  
 Contract Engineer  
 THOMPSON, DREESSEN & DORNER, INC.

O.K. to pay

JK 10-9-2015

Splits to:

05.71.0871.03 (NET) \$55,100.50

05.71.0855.03 (CITY) 64,683.20

CER/alj

cc: Anderson Excavating Co.

Consent Agenda 10/20/15 (p6)

A-5

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1 BK NE CKG MAIN (600-873)						
119210	10/07/2015	3702 LAUGHLIN, KATHLEEN A, TRUSTEE	116.00			**MANUAL**
119211	10/07/2015	4867 VAN RU CREDIT CORPORATION	41.48			**MANUAL**
119212	10/07/2015	303 TIJ CONSTRUCTION LLC	8,201.43			**MANUAL**
119213	10/07/2015	147 CHRIS MADDEN	2,026.66			**MANUAL**
119214	10/07/2015	3739 FELSBURG HOLT & ULLEVIG	4,231.16			**MANUAL**
119215	10/07/2015	143 THOMPSON DREESSEN & DORNER	1,548.20			**MANUAL**
119216	10/07/2015	345 NSIA-NE SELF INSURERS ASSN	225.00			**MANUAL**
119217	10/13/2015	2930 REPUBLIC NATIONAL DISTR CO LLC	67.50			**MANUAL**
119218	10/02/2015	4241 BANKERS TRUST	23,373.75			**MANUAL**
119219	10/02/2015	1256 FIRST NATIONAL BANK FREMONT	1,351,639.00			**MANUAL**
119220	10/20/2015	762 ACTION BATTERIES UNLTD INC	131.67			
119221	10/20/2015	188 ASPHALT & CONCRETE MATERIALS	459.00			
119222	10/20/2015	3058 BAXTER CHRYSLER DODGE JEEP RAM	246.54			
119223	10/20/2015	4781 BISHOP BUSINESS EQUIPMENT	1,217.70			
119224	10/20/2015	196 BLACK HILLS ENERGY	23.11			
119225	10/20/2015	1242 BRENTWOOD AUTO WASH	21.00			
119226	10/20/2015	2625 CARDMEMBER SERVICE-ELAN	.00	**CLEARED**	**VOIDED**	
119227	10/20/2015	2625 CARDMEMBER SERVICE-ELAN	.00	**CLEARED**	**VOIDED**	
119228	10/20/2015	2625 CARDMEMBER SERVICE-ELAN	.00	**CLEARED**	**VOIDED**	
119229	10/20/2015	2625 CARDMEMBER SERVICE-ELAN	.00	**CLEARED**	**VOIDED**	
119230	10/20/2015	2625 CARDMEMBER SERVICE-ELAN	.00	**CLEARED**	**VOIDED**	
119231	10/20/2015	2625 CARDMEMBER SERVICE-ELAN	.00	**CLEARED**	**VOIDED**	
119232	10/20/2015	2625 CARDMEMBER SERVICE-ELAN	10,332.24			
119233	10/20/2015	219 CENTURY LINK	650.34			
119234	10/20/2015	2540 CENTURY LINK BUSN SVCS	122.22			
119235	10/20/2015	152 CITY OF OMAHA	165,832.70			
119236	10/20/2015	836 CORNHUSKER INTL TRUCKS INC	363.67			
119237	10/20/2015	2158 COX COMMUNICATIONS	159.35			
119238	10/20/2015	3132 DEARBORN NATIONAL LIFE INS CO	.00	**CLEARED**	**VOIDED**	
119239	10/20/2015	3132 DEARBORN NATIONAL LIFE INS CO	4,179.89			
119240	10/20/2015	3132 DEARBORN NATIONAL LIFE INS CO	1,085.00			
119241	10/20/2015	3460 FEDEX	26.60			
119242	10/20/2015	53 GCR TIRES & SERVICE	497.72			
119243	10/20/2015	966 GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**	
119244	10/20/2015	966 GENUINE PARTS COMPANY-OMAHA	2,718.86			
119245	10/20/2015	285 GRAYBAR ELECTRIC COMPANY INC	161.88			
119246	10/20/2015	71 GREENKEEPER COMPANY INC	1,473.80			
119247	10/20/2015	1044 H & H CHEVROLET LLC	21.06			
119248	10/20/2015	797 HOBBY LOBBY STORES INC	286.66			
119249	10/20/2015	630 HOCKENBERGS	40.26			
119250	10/20/2015	526 HOST COFFEE SERVICE INC	28.70			
119251	10/20/2015	1612 HY-VEE INC	56.00			
119252	10/20/2015	1896 J Q OFFICE EQUIPMENT INC	69.09			
119253	10/20/2015	1835 KINSEY, JEREMY	190.00			
119254	10/20/2015	1054 MARK A KLINKER	200.00			
119255	10/20/2015	2394 KRIHA FLUID POWER CO INC	136.83			
119256	10/20/2015	4425 LANDPORT SYSTEMS INC	125.00			
119257	10/20/2015	1186 LAUSTEN, ROBERT S	138.00			
119258	10/20/2015	2664 LOU'S SPORTING GOODS	36.00			
119259	10/20/2015	4560 LOWE'S CREDIT SERVICES	93.97			
119260	10/20/2015	544 MAPA-METRO AREA PLANNING AGNCY	175.00			

APCHCKRP  
10.30.14

Fri Oct 16, 2015 10:43 AM

\*\*\*\* City of Lavista \*\*\*\*  
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

PAGE 2

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
119261	588 MENARDS-BELLEVUE	10/20/2015				358.90			
119262	4943 MENARDS-RALSTON	10/20/2015				681.56			
119263	153 METRO AREA TRANSIT	10/20/2015				462.00			
119264	553 METROPOLITAN UTILITIES DIST.	10/20/2015				128.64			
119265	179 NUTS AND BOLTS INCORPORATED	10/20/2015				14.26			
119266	1831 O'REILLY AUTOMOTIVE STORES INC	10/20/2015				642.49			
119267	1014 OFFICE DEPOT INC	10/20/2015				2,138.22			
119268	79 OMAHA COMPOUND COMPANY	10/20/2015				69.58			
119269	195 OMAHA PUBLIC POWER DISTRICT	10/20/2015				.00	**CLEARED**	**VOIDED**	
119270	195 OMAHA PUBLIC POWER DISTRICT	10/20/2015				.00	**CLEARED**	**VOIDED**	
119271	195 OMAHA PUBLIC POWER DISTRICT	10/20/2015				52,219.99			
119272	46 OMAHA WORLD-HERALD	10/20/2015				465.04			
119273	3039 PAPILLION SANITATION	10/20/2015				294.74			
119274	2686 PARAMOUNT LINEN & UNIFORM	10/20/2015				322.96			
119275	1821 PETTY CASH-PAM BUETHE	10/20/2015				31.00			
119276	1784 PLAINS EQUIPMENT GROUP	10/20/2015				685.84			
119277	172 Q P ACE HARDWARE	10/20/2015				.00	**CLEARED**	**VOIDED**	
119278	172 Q P ACE HARDWARE	10/20/2015				.00	**CLEARED**	**VOIDED**	
119279	172 Q P ACE HARDWARE	10/20/2015				.00	**CLEARED**	**VOIDED**	
119280	172 Q P ACE HARDWARE	10/20/2015				857.79			
119281	4653 RDG PLANNING & DESIGN	10/20/2015				1,984.45			
119282	292 SAM'S CLUB	10/20/2015				1,357.98			
119283	2240 SARPY COUNTY COURTHOUSE	10/20/2015				4,083.17			
119284	150 SARPY COUNTY TREASURER	10/20/2015				80,063.50			
119285	1034 SCHEIMER ASSOCIATES INC	10/20/2015				1,113.75			
119286	3838 SPRINT	10/20/2015				643.00			
119287	264 TED'S MOWER SALES & SERVICE	10/20/2015				350.94			
119288	4979 UNITE PRIVATE NETWORKS LLC	10/20/2015				3,850.00			

2264101  
Thru 2280601

## Payroll Checks

1260336	10/09/2015	5017 EFTPS (Federal Payroll Taxes)	68,063.81	**E-PAY**
1260337	10/09/2015	5018 NE STATE INCOME TAX	9,991.07	**E-PAY**
1260338	10/09/2015	5019 ICMA PAYROLL (Pension)	35,131.93	**E-PAY**
1260339	10/09/2015	5020 NE CHILD SUPPORT CENTER	966.08	**E-PAY**
1260340	10/09/2015	5023 LFOP DUES	1,300.00	**E-PAY**
1260341	10/09/2015	5024 POLICE INSURANCE	261.89	**E-PAY**
1260342	10/09/2015	5025 529 CSP (College Savings Plan)	50.00	**E-PAY**
1260343	10/02/2015	239 ASSURANT EMPLOYEE BENEFITS	544.79	**E-PAY**
1260344	10/15/2015	3105 MARCO INCORPORATED	195.27	**E-PAY**
1260345	10/15/2015	3105 MARCO INCORPORATED	159.00	**E-PAY**
1260346	10/05/2015	178 STANDARD INSURANCE COMPANY	5,627.80	**E-PAY**
1260347	10/13/2015	180 UNITED HEALTHCARE INSURANCE CO	86,223.75	**E-PAY**

BANK TOTAL	1,944,105.23
OUTSTANDING	1,944,105.23
CLEARED	.00
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
01 GENERAL FUND	357,231.96	357,231.96	.00	.00
02 SEWER FUND	184,720.73	184,720.73	.00	.00

APCHCKRP  
10.30.14

Fri Oct 16, 2015 10:43 AM

\*\*\*\* City of Lavista  
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

PAGE 3

BANK NO	BANK NAME						
CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
04	BOND(S) DEBT SERVICE FUND			23,373.75		.00	.00
05	CONSTRUCTION			16,781.94		.00	.00
08	LOTTERY FUND			1,233.71		.00	.00
09	GOLF COURSE FUND			8,150.68		.00	.00
14	ECONOMIC DEVELOPMENT			1,351,639.00		.00	.00
15	OFF-STREET PARKING			973.46		.00	.00

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10.30.14

Fri Oct 16, 2015 10:43 AM

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City of LaVista  
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

PAGE 4

BANK NO	BANK NAME	CHECK NO.	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
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12 BK NE CKG HRA (629-473)

Thru 72 Other Module Checks  
76

BANK TOTAL	.00
OUTSTANDING	.00
CLEARED	.00
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
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APCHCKRP  
10.30.14

Fri Oct 16, 2015 10:43 AM

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City of Lavista  
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

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BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
13	BK NE CC LIBRARY (624-624)								

3

Other Module Check

BANK TOTAL	.00
OUTSTANDING	.00
CLEARED	.00
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
REPORT TOTAL	1,944,105.23			
OUTSTANDING	1,944,105.23			
CLEARED	.00			
VOIDED	.00			
FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
01 GENERAL FUND	357,231.96	357,231.96	.00	.00
02 SEWER FUND	184,720.73	184,720.73	.00	.00
04 BOND(S) DEBT SERVICE FUND	23,373.75	23,373.75	.00	.00
05 CONSTRUCTION	16,781.94	16,781.94	.00	.00
08 LOTTERY FUND	1,233.71	1,233.71	.00	.00
09 GOLF COURSE FUND	8,150.68	8,150.68	.00	.00
14 ECONOMIC DEVELOPMENT	1,351,639.00	1,351,639.00	.00	.00
15 OFF-STREET PARKING	973.46	973.46	.00	.00
+ Gross Payroll 10/09/15	351,111.75			
- Payroll ACH Payments	<u>-115,764.78</u>			
GRAND TOTAL	\$2,179,452.20			

APPROVED BY COUNCIL MEMBERS 10/20/15

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 20, 2015 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
INTERLOCAL AGREEMENT — HELL CREEK GRADE CONTROL STRUCTURE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared approving an Interlocal Cooperation Agreement with the Papio-Missouri River Natural Resources District and the City of Omaha for the final design, construction, and construction phase engineering services for stabilization of a grade control structure on Hell Creek in an amount not to exceed \$198,400.

**FISCAL IMPACT**

The FY 16 Capital Improvement Program Budget provides funding for the City's share of the proposed project.

**RECOMMENDATION**

Approval

**BACKGROUND**

There is an existing grade control structure on Hell Creek at its confluence with the West Papillion Creek located just west of the intersection of 110<sup>th</sup> Street and Harry Andersen Avenue (southwest of Yahoo facility). Hell Creek drops over 16 feet into the West Papillion Creek. The stabilization is necessary to keep channel erosion from proceeding upstream and seriously damaging infrastructure owned by the City of Omaha, the City of La Vista and the Papio-Missouri River Natural Resources District.

At the August 19, 2014 Council meeting a previous interlocal agreement was approved for undertaking preliminary design of solutions to stabilize the structure. That work was completed and identified a preferred option with a total project cost of \$992,000.

The Papio-Missouri River NRD has agreed to fund 60% of the costs. The remaining 40% would be split equally between the City of Omaha and the City of La Vista. The Papio-Missouri River NRD will be the lead agency on this work. The City's share is anticipated to be \$198,400 which has been included in the CIP portion of the FY16 budget.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT AND THE CITY OF OMAHA FOR THE UNDERTAKING OF EFFORTS REQUIRED FOR HELL CREEK GRADE CONTROL STABILIZATION IN AN AMOUNT NOT TO EXCEED \$198,400.

WHEREAS, the provisions of Nebraska State Statutes Sections 13-801, et. seq., provide authority for the City of La Vista to join with other governmental agencies on a basis of mutual advantage and in a manner that will accord best with geographic, economic, population and other factors by signing an Interlocal Cooperation Agreement; and,

WHEREAS, the City of La Vista desires to stabilize a grade control structure on Hell Creek, and this area is located in the City of La Vista, and;

WHEREAS, the Papio-Missouri River NRD is agreeing to provide 60% of the costs for the final design, construction and construction phase engineering services for stabilization of the grade control structure, and;

WHEREAS, the FY 16 Capital Improvement Program Budget contains funding for the proposed project, and;

WHEREAS, the participants agree that this Interlocal Cooperation Agreement in no manner expands or restricts the authority otherwise granted to them by law; and

WHEREAS, such an agreement is in the best interests of the citizens of the City of La Vista.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby approves and authorizes the execution of an Interlocal Cooperation with the Papio-Missouri River Natural Resources District and the City of Omaha for the undertaking of efforts required for Hell Creek grade control stabilization in an amount not to exceed \$198,400.

PASSED AND APPROVED THIS 20TH DAY OF OCTOBER, 2015.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

INTERLOCAL COOPERATION AGREEMENT  
HELL CREEK GRADE CONTROL STABILIZATION  
FINAL DESIGN AND CONSTRUCTION PHASE  
(at confluence with West Papillion Creek)  
AMONG  
THE CITY OF LA VISTA,  
THE CITY OF OMAHA,  
AND  
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

This Interlocal Cooperation Agreement ("Agreement") is hereby made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and among the CITY OF LA VISTA, a municipal corporation organized and existing under the laws of the State of Nebraska ("La Vista"), the CITY OF OMAHA, a municipal corporation organized and existing under the laws of the State of Nebraska ("Omaha"), and the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, a natural resources district organized and existing under the laws of the State of Nebraska ("District") (all collectively referred to hereinafter as the "Parties" and each sometimes referred to individually as a "Party").

WHEREAS, there is a grade control structure that is in need of repair on Hell Creek at its confluence with West Papillion Creek located just west of the intersection of 110<sup>th</sup> Street and Harry Andersen Avenue generally depicted on Exhibit "A" attached hereto (referred to herein as the "Hell Creek Grade Control Structure"); and,

WHEREAS, District currently owns and maintains the former UPRR railroad right of way across Hell Creek including a bridge that the District desires to protect for future use; and,

WHEREAS, La Vista owns and maintains infrastructure along Hell Creek upstream of the Hell Creek Grade Control Structure; and,

WHEREAS, Omaha owns, operates, maintains and repairs the West Papillion Creek Interceptor Sewer immediately upstream of the Hell Creek Grade Control Structure; and,

WHEREAS, the Parties have previously entered into an interlocal agreement for preliminary design services and have agreed upon the implementation of a solution identified in said preliminary design services. The agreed upon repairs are depicted on Exhibit "B" attached hereto ("Stabilization Work"); and,

WHEREAS, in order to protect their mutual interests and pursuant to the authority granted the Parties by the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801, et.seq.), the Parties desire to enter into this Agreement to delineate and provide for their specific rights and obligations with respect to the Stabilization Work, final design, construction and construction phase engineering services for repairs to the Hell Creek Grade Control Structure (the "Project"); and,

WHEREAS, La Vista has previously hired Felsburg, Holt, & Ullevig ("Consultants") to provide professional services for preliminary design work to stabilize the existing grade control structure and abandoned railroad bridge near the confluence of Hell Creek with the West Papillion Creek (the "Completed Consultant Work"); and,

WHEREAS, the Parties desire for La Vista to allow for District to use any and all reports, documents and/or other work product relating to otherwise created with respect to the Completed Consultant Work (the "Completed Consultant Work Product"), at no additional cost or expense to District, to cause the Project to be completed, and for District to hire Consultants to provide the additional professional engineering and construction engineering services required to complete the Project (the "Additional Consultant Work").

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the Parties do hereby mutually undertake, promise, agree, and contract each for itself and its successors and assigns as follows:

## I. PURPOSE

The purpose of this Agreement is to specify the terms and conditions upon which the Parties will pay for and cause (a) the Additional Consultant Work, including, but not limited to, final design, cost estimates, and construction phase services, to be prepared and/or provided by the Consultants for the Project and (b) the Project to be completed.

## II. RIGHTS, DUTIES, AND OBLIGATIONS OF DISTRICT

### A. District shall:

1. Use, at no additional cost or expense to District, the Completed Consultant Work Product and enter into a new agreement with the Consultants to provide the Additional Consultant Work as set forth in Exhibit "C" on terms deemed acceptable to District in District's sole discretion and, subject to Section IV.A of this Agreement, advance funds to compensate the Consultants in accordance with such new agreement with Consultants in order to cause the Additional Consultant Work to be prepared and the Project to be completed. The Parties recognize that retaining the Consultants is beneficial to the public due to Consultants knowledge of the Project and prior work on the Project, and District will not subject the Additional Consultant Work to competitive bidding.
2. Maintain records of all Expenses (as defined below in Section IV.A.1 of this Agreement).

B. In the Final Design Phase, District shall:

1. Act as the lead administrator for final design and cost estimates for plans and specifications for the Project in accordance with the solution set forth in Exhibit "B";
2. Provide to the other Parties for review and approval copies of all reports and documents prepared by Consultants as part of the Additional Consultant Work;
3. Compile review comments received from La Vista and Omaha and submit any review comments and requests received from La Vista or Omaha to the Consultants;

C. In the Construction Phase, District shall:

1. Act as the lead administrator for construction engineering services related to implementation of the construction work for the Project in accordance with the solution set forth in Exhibit "B";
2. Enter into a contract for the construction relating to the Project, such construction to be done in accordance with the plans and specifications approved by the Parties. All construction for the Project shall be performed by contractors furnishing the lowest and best bid as determined by District pursuant to applicable law and District's policies and procedures. District shall inform La Vista and Omaha of the selected contractor. In the event District selects

bidder(s) who did not submit the lowest bid, District will provide a written explanation of its decision to select a higher bid to La Vista and Omaha.

3. Acquire any additional rights-of-way, easements and/or other property rights necessary to complete the Project and Stabilization Work, and District shall hold title to any such property right(s).

4. The General Manager of District, or his designee, shall be the Project Manager for the Project and shall coordinate with the Consultants.

### III. RIGHTS, DUTIES, AND OBLIGATIONS OF LA VISTA AND OMAHA

A. La Vista agrees to transfer, assign and/or otherwise convey to District, at no additional cost or expense to District, any and all right, title and/or interest it has in and/or to the Completed Consultant Work so that District has the right to use the Completed Consultant Work to fulfill its obligations under this Agreement and cause the Project to be completed.

B. La Vista and Omaha each agree to:

1. Promptly review and comment on plans, reports, and documents for the Project submitted by District, such reviews and comments not to be unreasonably withheld or delayed. Any submissions provided by District shall be deemed approved by La Vista and Omaha if District has not received La Vista's and Omaha's reviews and comments within 7 days of the date of the District's submission.

2. Reimburse District in accordance with Section IV.A.2 of this Agreement.

### IV. GENERAL CONDITIONS

#### A. COSTS, FEES AND EXPENSES; SHARING AND LIMITATIONS.

1. District shall advance funds sufficient to pay all costs, fees and expenses for the Project, including, but not limited to, fees, costs and expenses to be paid to the Consultants, any contractor(s) and/or subcontractor(s) and/or incurred to acquire rights-of-way, easements and/or other property rights necessary to complete the Project and Stabilization Work (collectively, "Expenses"), provided, however, and subject to Section IV.B of this Agreement, the District shall not be obligated to contribute more than Sixty percent (60%) of the Expenses or a total amount equal to \$675,000 (the "District Maximum") pursuant to this Agreement. District will permit La Vista and

Omaha to review the records of the Expenses maintained by District pursuant to Section II.A.2 of this Agreement upon reasonably advance written notice and during normal business hours so that each may assure that such records are accurate, provided that La Vista and Omaha shall endeavor to minimize the disruption to District's operations.

2. Subject to Section IV.B and Section IV.J of this Agreement, La Vista and Omaha shall reimburse District for advancing payment for Expenses, as follows:

i. La Vista shall pay District an amount equal to twenty percent (20%) of the Expenses, provided, however, La Vista shall not be obligated to pay more than \$225,000 (the "La Vista Maximum") pursuant to this Agreement;

ii. Omaha shall pay District an amount equal to twenty percent (20%) of the Expenses, provided, however, Omaha shall not be obligated to pay more than \$225,000 (the "Omaha Maximum") pursuant to this Agreement;

iii. Payments under this Section IV.A.2 shall become due and payable upon District issuing an invoice for payment to La Vista or Omaha, as the case may be. District may submit an invoice with respect to a given phase of the Project at any time after such phase is substantially complete.

3. Notwithstanding Section IV.A.1 of this Agreement, unless otherwise provided in this Agreement, each Party shall be responsible for its own costs and expenses for bonding or financing, and for paying all costs and expenses relating to its own employees, including, but not limited to, salaries.

#### B. COST OVERRUNS.

In the event at any time District has reason to believe that the Expenses will exceed the total sum of the District Maximum, the La Vista Maximum, and the Omaha Maximum (such sum, the "Expense Limit"), District may cause any and all work relating to the Project to cease and do all other things it deems reasonably necessary and desirable to avoid increasing the actual Expenses incurred with respect to the Project until such time as the Parties agree in writing as to how to allocate between the Parties Expenses that exceed the Expense Limit.

C. PROJECT SCHEDULE. It is the mutual desire and intention of the Parties that the Stabilization Work shall be constructed by June 30, 2016. Accordingly, the Parties hereby agree to cooperate with each other and make reasonable, good faith efforts to perform their obligations hereunder in a timely manner so as to achieve such construction by this date.

D. MERGER. This Agreement shall not be merged into any other oral or written contract, lease, or deed of any type.

E. INTEGRATION; AMENDMENT. This Agreement contains the complete and entire Agreement of the Parties. No representations were made or relied upon by any of the Parties other than those expressly set forth herein. No party may alter, amend or modify any term of this Agreement unless such alteration, amendment or modification is in writing and signed by an authorized officer or other Agent of each Party.

F. ASSIGNMENTS. No Party may assign any or all of its rights and/or obligations under this Agreement without the written consent of all other Parties to this Agreement.

G. EFFECTIVE DATE. This Agreement shall become effective on the date it is executed by the last Party to execute this Agreement.

H. DURATION OF AGREEMENT. Unless earlier terminated in accordance with the terms of this Agreement, this Agreement shall continue until such time as the Project has been completed and reimbursement is made to the District as provided herein.

I. INDEMNIFICATION. Notwithstanding Section IV.A.2 of this Agreement, La Vista and Omaha shall each indemnify and hold District harmless from and against any and all third party claims, demands, causes of action, costs and expenses, including court costs and attorneys fees (collectively, "Losses"), for any cause of action whatsoever arising out of or related to this Agreement, the Project and/or the Stabilization Work except to the extent such Losses are caused by the negligence or intentional misconduct of District; provided, however, that a Party's indemnity obligations hereunder shall not exceed twenty percent (20%) of the total Losses unless such Losses are caused in whole or in part by such Party's negligence or intentional misconduct.

J. INTERLOCAL COOPERATION ACT PROVISIONS. This Agreement shall not create any separate legal or administrative entity. It shall be administered jointly by the Parties, through one representative to be designated by and on behalf of each Party. Each Party shall separately finance and budget its own duties and functions under this Agreement. There shall be no jointly held property as a result of this Agreement. Upon termination, each Party shall retain ownership of the property it owns at the time of termination. This Agreement does not authorize the levying, collecting or accounting of any tax.

K. NONDISCRIMINATION. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or

local ordinances because of race, color, sex, age, disability as defined under the Americans with Disabilities Act, political or religious opinions, affiliations, or national origin.

L. CAPTIONS. Captions used in this Agreement are for convenience only.

M. APPLICABLE LAW. The Parties shall conform with all existing and applicable ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

N. RIGHT TO INSPECT. During the course of the construction of the Project, La Vista and Omaha may, after coordinating through the District with the contractor(s) performing the work for the Project, inspect the work relating to the Project to ensure compliance with the plans and specifications, provided that each shall endeavor to minimize the disruption to the orderly progress of the Project and shall follow any and all safety requirements of such contractor(s).

O. INTEREST OF THE PARTIES. Each of the Parties to this Agreement covenants with the others that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with its performance under this Agreement.

P. DEFAULT. If any Party shall default hereunder, any non-defaulting Party shall be entitled to specific performance of this Agreement, may terminate this Agreement, or may have any other remedy allowed by law or equity.

[SIGNATURE PAGE FOLLOWS]

This Agreement is executed by PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

By \_\_\_\_\_  
General Manager

This Agreement is executed by THE CITY OF OMAHA this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CITY OF OMAHA

Attest:

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
CITY CLERK

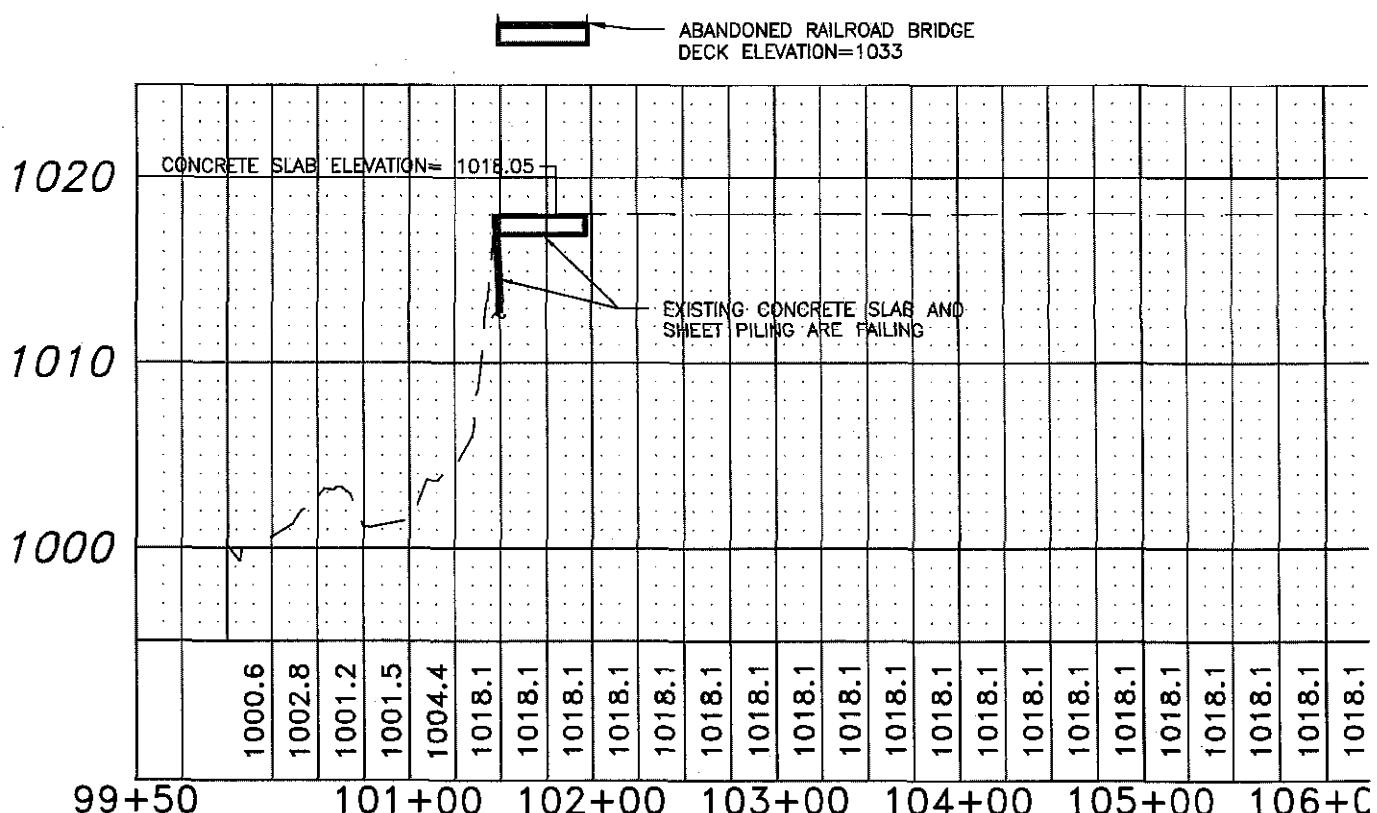
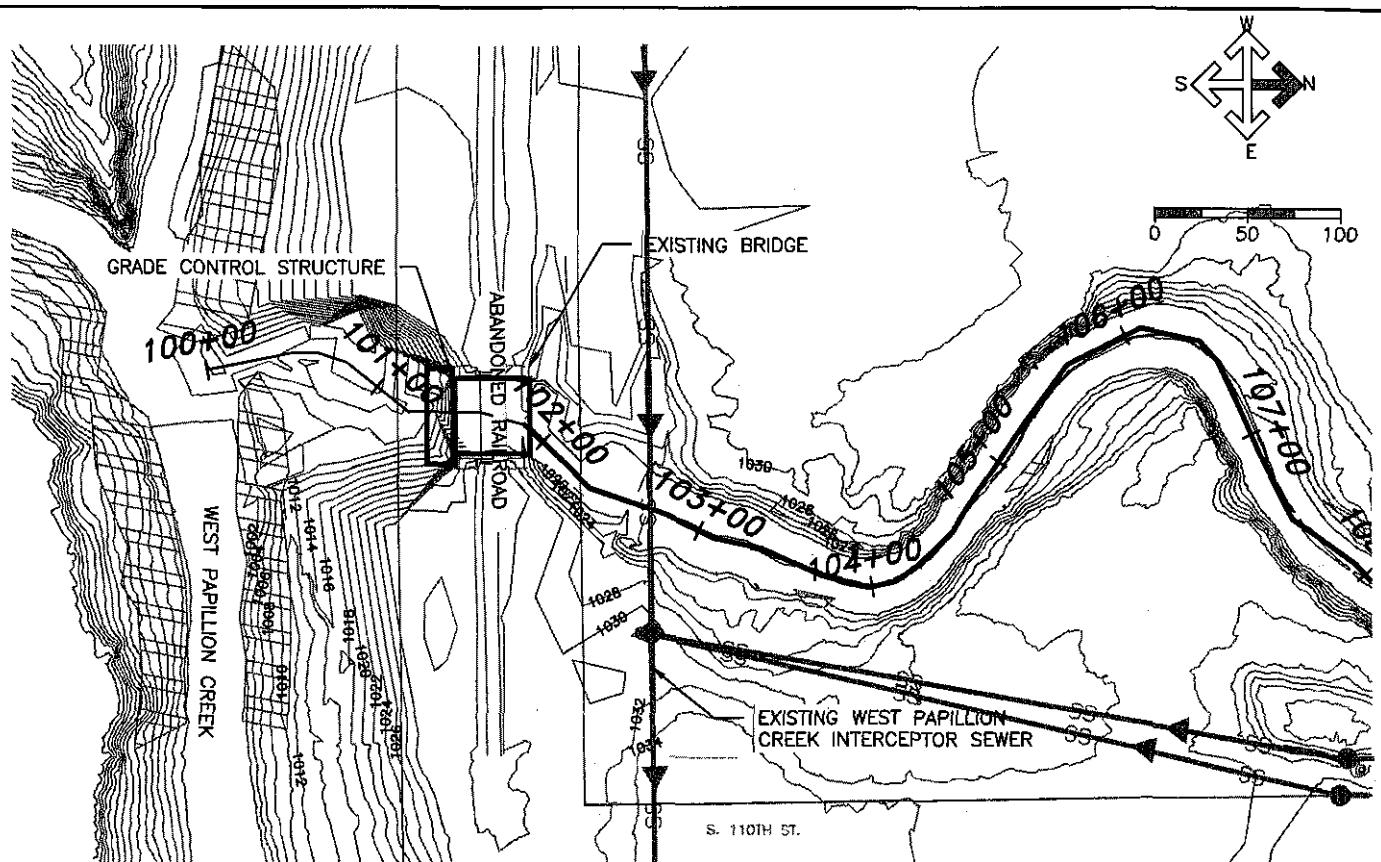
This Agreement is executed by THE CITY OF La Vista this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CITY OF LA VISTA

Attest:

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
CITY CLERK



Print Date: 8/7/2014 8:21:02 AM

File Name: 13112-PR002.dwg

**EXHIBIT A**

Project No./Code

13112-02



FELSBURG  
HOLT &  
ULLEVIG

11422 Miracle Hills Drive, Suite 115  
Omaha, NE 68154  
tel 402.445.4405  
fax 402.445.4394

Designer:

**Detailer:**

### Subset:

## Structure Numbers

Sheets:

of

Sheet Number

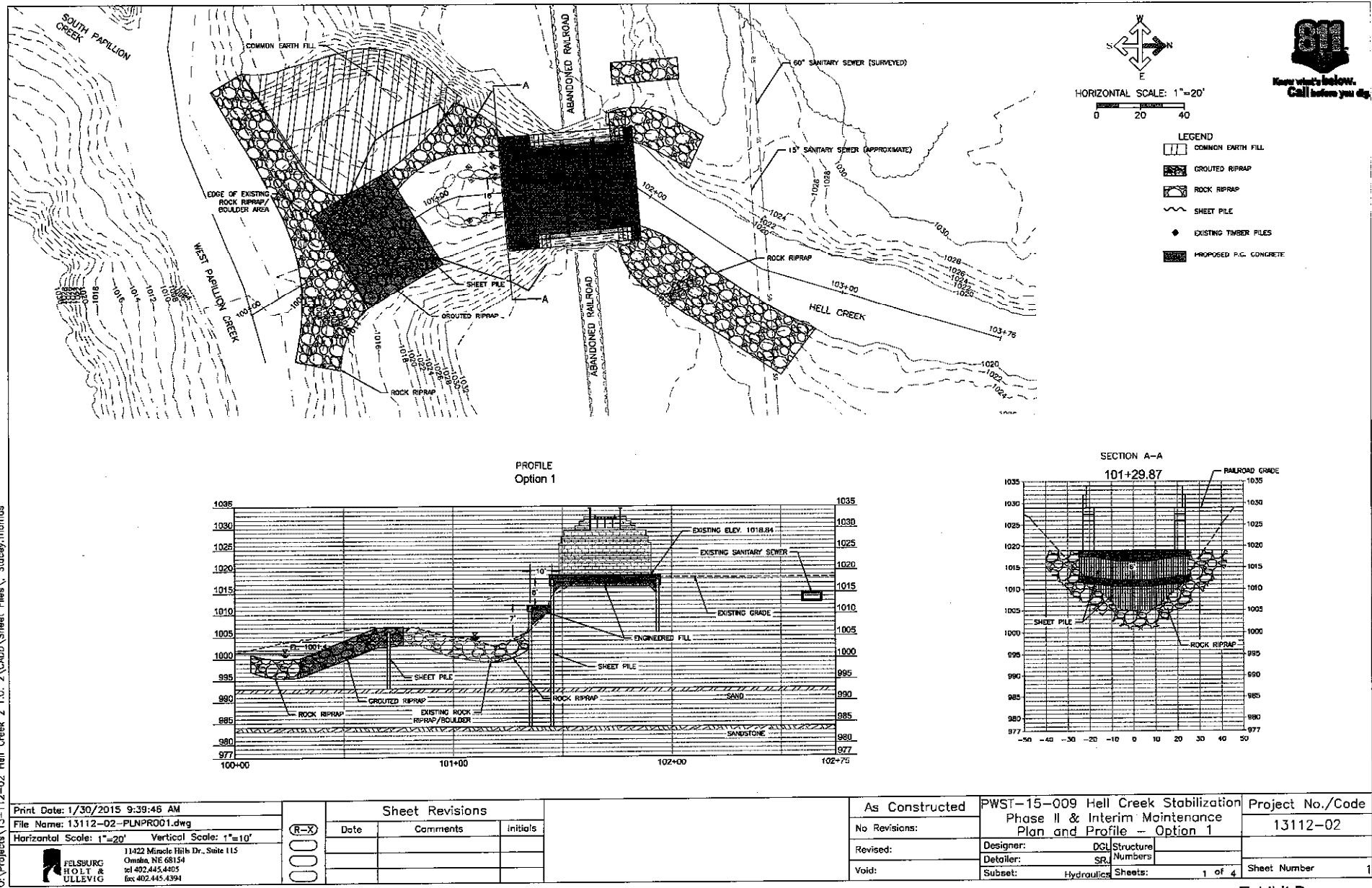


Exhibit B

## EXHIBIT C

### DESCRIPTION OF PROJECT AND SCOPE OF SERVICES HELL CREEK CHANNEL STABILIZATION – PHASE II FINAL DESIGN, PERMITTING, AND CONSTRUCTION SERVICES

#### I. DESCRIPTION OF PROJECT

The project includes final design services, permitting, and construction services associated with stream stabilization on Phase II of the Hell Creek Channel Stabilization project.

#### II. DESCRIPTION OF TASKS

The details of the tasks for this project are as follows:

##### *Task 1 – Final Design*

Objectives: To provide final design documents for the selected full build out condition denoted as "Option 1" in preliminary design exhibits.

Deliverables: Final construction documents including plan sheets and specifications, together with a final hydraulic study for the project.

Felsburg Holt and Ullevig (FHU) will prepare final design plans as follows:

- Title Sheet and General Notes
- Removals
- Site Plan and Profile
- Grading and Erosion Control Plan
- Structural Details and Notes
- Miscellaneous Details and Notes (Includes Abutment Work and Bank Stabilization)
- Seeding and Vegetation Plan, Notes and Details (Includes Bioengineering and Tree Mitigation)

FHU will collaborate with Olsson Associates (OA) to produce the final design hydraulic study. The study will compare the modeling results of existing and proposed stream conditions to determine whether there is a no-rise condition as a result of the proposed work. We have assumed that there will not be a rise or change to the floodway and that only a "No Rise" certification will be applicable on this project.

FHU will provide the structural analysis and complete final design of a steel sheet pile wall, in accordance with AASHTO LRFD Bridge Design Specifications. Final design will include the sheet pile layout and associated details.

OA has been retained to provide geotechnical coordination and review of final design plans and specifications from a geotechnical perspective. Their review will also include construction related considerations.

FHU will develop project specifications as Special Provisions for insertion into standard City of La Vista Contract Documents.

FHU will develop an engineer's estimate of probable costs.

Temporary easements will be discussed with the City of La Vista and project partners as design progresses. FHU has identified the potential need for a temporary construction easement on property south of the railroad bridge and has allotted time for the development of an easement of exhibit on one parcel. This scope also includes preparation of an easement exhibit for an environmental buffer that may be required as a condition of the Section 404 permit which is addressed in Task 2. Other permanent easements and land acquisition are not anticipated on this project.

Deliverables mentioned above will be presented to the City of La Vista and its project partners (the Papio-Missouri River Natural Resource District (P-MRNRD) and the City of Omaha) for review. Comments will be addressed and final plan sheets and specifications for bidding. FHU has allotted a minimal amount of time to answer bid questions and issue addendums.

### ***Task 2 – Permitting***

Objectives: To provide permitting submittals for approval as required by various Local, State, and Federal entities.

Deliverables: Permit applications and supporting documents.

Site work will occur within a Special Flood Hazard Area that includes floodplain and designated floodway. As a result, a City of La Vista Floodplain Development Permit application will be prepared along with supporting documentation and comments addressed accordingly. Work in the floodway may also require the submittal of Federal Emergency Mapping Agency's (FEMAs) Conditional Letter of Map Revision (CLOMR) prior to construction or a subsequent Letter of Map Revision (LOMR) after construction.

#### *CLOMR/LOMR Submittal (As Needed)*

Should it be determined that the proposed work increases the Base Flood Elevation (BFE) more than 0.00 feet it will be necessary to prepare and submit a CLOMR to FEMA prior to construction. After construction, it will then be necessary to follow up with a LOMR submittal to FEMA.

FHU will submit the required fees associated with the CLOMR and LOMR submittals if they are needed.

A determination and delineation of wetlands and waterways within the project area was prepared by FHU under a separate contract for Hell Creek Phase 2. Based on this assessment, this project will impact jurisdictional wetlands and waterways with impacts above minimum thresholds. As a result, a USACE Section 404 permit application will be needed for the project. A breakout of subtasks associated with the 404 permit task is as follows:

#### *Pre-Application Meeting*

FHU will attend one meeting with the Corps to discuss the Section 404 permit application package for the project.

#### *Agency Consultation*

FHU will prepare a Biological Evaluation review request letter for submittal to the United States Fish and Wildlife Service (USFWS) and Nebraska Game and Parks Commission (NGPC) regarding

potential impacts to threatened and endangered species and critical habitat. FHU will also prepare State Historic Preservation Office (SHPO) and Tribal Historic Preservation Office (THPO) review letters requesting an evaluation of potential impacts to historic structures, archeological sites, and tribal lands.

#### *Wetland and Stream Assessment Modifications (As Needed)*

If requested by the Corps, FHU will make minor modification to the wetland delineation and/or stream assessments previously conducted for the project (completed in 2013) *based upon the most recent project design*. It is assumed that requested modification may involve minor location adjustments of wetland and stream features, or rescore of stream reaches as needed *based upon the most recent project design*. FHU assumes that any requested modifications would involve no more than a brief site visit or minor modifications of the stream assessment scoring. Assessment results would be summarized in a short memo (1-2 pages) for submittal to the Corps. Any additional reassessment requests from the Corps are not included in this scope of work.

#### *Section 404 Nationwide Permit Application*

FHU will prepare a Section 404 permit application package for submittal to the Corps. The 404 permit application package will include a Corps ENG Form 4345, a narrative describing the project and proposed wetland impacts, impact tables, impact figures, documentation of agency coordination, and information from the wetland delineation and stream assessment report to aid the Corps in their review.

Please note that this scope of work does not include development of a wetland or stream mitigation plan, Biological Assessment, or Section 404 Individual Permit Application materials.

### ***Task 3 – Construction Administration***

**Objectives:** To provide construction project coordination, administration, staking and inspection services during the construction phase to ensure that the project is completed in a way that satisfies all stakeholders.

**Deliverables:** FHU will provide weekly construction activity summaries and record drawings of the completed project.

FHU has included time for daily site visits to the site during the construction phase for the purpose of observing the progress and evaluate general conformance with the plans. Our hours are based on attendance at a pre-construction kick off meeting; an estimated two and a half (2.5) hours of time average per day over a 70 working day timeframe for construction observation, answering Contractor questions, and providing plan interpretation during construction.

Additional time has been allotted for general contract administration that includes preparation for and attendance at a preconstruction meeting, weekly progress meetings with the contractor, coordination and review of pay requests and change orders, and project closeout.

OA will provide a limited amount of construction staking for the contractor that will generally include setting control/bench marks and providing offsets for driving sheet pile. After construction is complete, OA will provide as-built survey on the project that will include sheet pile elevations at the top and toe of the sheet pile wall and elevations at the top of the proposed abutment/ slab. Additional cross sections of the channel section may be required by the Corps as a condition of the Section 404 permit. Those are included in the

scope as well. As-built survey will be transcribed to plan sheets by FHU and those Record Drawings will be provided to the City of Omaha, it's partners, and the Corps, after construction is complete.

Materials testing and sheet pile observation will be performed by OA. Materials testing will include backfill and concrete testing services. Sheet pile observation is for the proposed sheet pile on the downstream side of the bridge as identified in preliminary Interim Design plans. OA will verify pile driving in accordance with conditions indicated in the plans and specifications.

#### Nesting Survey and Report of Findings (Optional)

If requested by the owner, in order to determine if migratory bird species are present within the project area, a nesting (bird) survey will be conducted using modified methods from NDOR's Avian Protection Plan (2011) and procedures identified by NGPC (2013).

A nesting survey will be conducted not more than 2 days before clearing and grubbing occurs. This survey will document the absence or presence of wintering and/or nesting migratory birds within the project study area. The study area includes a 0.5 mile buffer surrounding the area that will be cleared as per USFWS and NGPC guidelines. The survey will be conducted during the morning hours and consist of visually inspecting shrubs and trees suitable for nest construction. FHU staff will use binoculars, spotting scopes, and a digital SLR camera to document any nesting or roosting activity in the study area.

Information on species presence and location will be provided in a brief memo. The memo will include mapping, photographs, accounts of observed raptor activity, and recommendations of avoidance and impact minimization, if needed. FHU will immediately inform the City of LaVista the results of the survey via phone call. FHU expects to provide the memo to the City of LaVista within 24 hours of survey completion. FHU recommends immediate coordination with USFWS and NGPC should nesting birds be found within the project. At the request of the City of LaVista, FHU will call and/or email the USFWS and NGPC immediately following the survey if needed. Additional surveys, mitigation, or other tasks potentially required by the USFWS or NGPC are outside the scope of this proposal.

### **III. PROJECT SCHEDULE AND FEES**

#### **A. Project Schedule**

A more detailed Project Schedule will be developed upon completion of the executed contract. Final design is expected to be completed by the end of January, 2016 and construction is not expected to occur until April, 2016 (provided all necessary permits have been approved).

#### **B. Project Fees**

We propose to bill for our services on the basis of hourly charge rates plus reimbursable expenses incurred not to exceed the costs in the following table:

Task 1) Final Design	\$66,545
Task 2) Permitting	\$36,300
Task 3) Construction Services	\$39,900
<b>Total Fees</b>	<b>\$142,745</b>

#### **IV. ASSUMPTIONS**

The following assumptions have been made in development of this scope.

1. The project will be completed in accordance with the scope outlined above and assumes a "one time design". Any modifications to the design concept after work has been completed will be considered as additional services.
2. Bid and contract documents will be prepared by the City of La Vista and/or its partners.
3. Site disturbance is expected to be less than 1 acre and will not require City of La Vista or NPDES grading permits and monitoring. Should site disturbance exceed 1 acre, FHU can provide an amendment to this scope to reflect additional services.
4. A Nationwide Section 404 permit will be required by the USACE. If the USACE should require an Individual Section 404 permit, FHU can provide an amendment to this scope to reflect additional services required to obtain the Individual permit.
5. Long term monitoring performed in accordance with conditions of a Section 404 Permit are not included in this scope; however, long term monitoring and reporting will be required to be prepared to document findings each year during the specified monitoring period. FHU can provide a separate proposal or scope amendment at the time monitoring is required to complete this task.
6. Additional services will be billed hourly.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 20, 2015 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZATION TO PURCHASE - FURNACE AND AIR CONDITIONER - CITY PARK	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of one (1) Tempstar 66,000 BTUH Furnace and Air Conditioner from Standard Heating and Air Conditioning, Inc, in an amount not to exceed \$7,894.00.

**FISCAL IMPACT**

The FY 16 Parks Maintenance Budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval

**BACKGROUND**

The current heating unit at City Park Concession Stand and Maintenance Shop has been inoperable since April 2015 and is not able to be repaired. It is very important that this new unit be installed prior to the temperature dropping below freezing. In addition, air conditioning has been requested at this location for years. It was determined that the best time for this installation would be when the existing heating system was upgraded.

Public Works solicited bids for installing a new heating and air conditioning unit. Two bids were submitted and Standard Heating and Air Conditioning is recommended as the low compliant bidder.

Standard Heating and Air Conditioning, Inc	\$7,894.00
Aksarben Heating and Air Conditioning	\$9,684.00

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) TEMPSTAR 66,000 BTUH FURNACE AND AIR CONDITIONER FROM STANDARD HEATING AND AIR CONDITIONING, INC. FOR AN AMOUNT NOT TO EXCEED \$7,894.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a furnace and air conditioner for the City Park Concession Stand and Maintenance Shop is necessary; and

WHEREAS, the FY 16 Parks Maintenance Budget provides funding for this purchase; and

WHEREAS, Standard Heating and Air Conditioning, Inc. was the low compliant bidder; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska authorizing the purchase of one (1) Tempstar 66,000 BTUH furnace and air conditioner from Standard Heating and Air Conditioning, Inc. in an amount not to exceed \$7,894.00.

PASSED AND APPROVED THIS 20TH DAY OF OCTOBER, 2015.

**CITY OF LA VISTA**

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

# standard

HEATING AND  
AIR CONDITIONING, INC.

*"Committed to Excellence"*

8/19/15

Brian Lukasiewicz  
City of La Vista  
9900 Portal Road  
La Vista, NE 68128

Re: City of La Vista Ball Field, 7629 Josephine Street, La Vista

Standard Heating & Air Conditioning, Inc. is pleased to quote the following:

Disconnect and remove existing York 50,000 BTUH horizontal furnace, 90% efficient from attic space.

Provide and install one (1) new Tempstar horizontal 66,000 BTUH, 92.1% AFUE, natural gas furnace, with 3 ton horizontal evaporator coil, tin plated and cased, to be relocated for horizontal suspension in maintenance shop. Model numbers N9MSB0601412B (furnace) and ENH4X36L17A (coil).

Penetrate drywall for passage of return and supply duct.

Fabricate and install galvanized steel return and supply duct from new unit, up into attic space, to include insulation, and connect to existing duct.

Tap into existing duct with start collar and provide and install additional insulated flex run to concession area to include register box and supply grill for drywall ceiling.

Provide and install, on ground, one (1) new Tempstar 3 ton condensing unit, 13 SEER, 208/230 volt, 1-phase with copper refrigerant piping to include 1-1/2" insulation, per code, from condensing unit to evaporator coil.

Modify gas piping and electrical runs for connection to new unit/location and condensing unit with disconnect.

Provide and install PVC venting and condensate drain piping from new unit/location to existing vent and drain.

Provide and install one (1) new digital programmable thermostat.

Start and test system.

Clean up upon completion of work.

Includes all equipment, material, fabrication, labor, utilities and permits.

Thank you for the opportunity to serve your HVAC needs. Please let me know how I can be of any further service to you.

Gary Sucher  
402-510-8837  
[garys@standardac.com](mailto:garys@standardac.com)

11746 PORTAL RD • OMAHA, NE 68128-5524

PHONE 402.339.8700 • FAX 402.339.5809

[WWW.STANDARDAC.COM](http://WWW.STANDARDAC.COM)

## standard

**HEATING AND  
AIR CONDITIONING, INC.**

*"Committed to Excellence!"*

## **Terms and Conditions**

1. All labor is to be performed during Company's regular working hours, unless noted in this proposal.
2. Warranty work is performed during the Company's normal business hours, but can be performed after normal hours if Customer pays the difference between standard labor rate and overtime labor rate.
3. Until final payment is made, the Company will retain title to all materials and equipment if installed.
4. Unless noted in this proposal, payment is due in full upon completion of work. A finance charge of 1 1/2% per month (18% annually) will be charged on all unpaid balances after 30 days from the invoice date.
5. In the event Customer's account must be referred to attorneys for collection, Customer agrees to pay all reasonable attorney fees, court costs and other collection costs.
6. Customer shall assume risk of loss or damage to equipment after it is sent in place on the job.
7. Every attempt will be made to complete the work on the date(s) specified, but because the Company may have no control over equipment availability and delivery, all completion dates are estimates only.
8. The Company shall not be liable for damage, loss or delays resulting from fire, explosion, flooding, the elements or any other cause beyond our control.
9. The Company shall use ordinary care in performing all work, but shall not be liable for incidental or consequential damages, or for injuries to persons or damage to property except those directly caused by negligent acts of the Company's employees.
10. The Company shall not be responsible for any damages incurred due to inability of the building structure to properly support the installed equipment, or for expense incurred by removing, replacing or refurbishing part of the building structure necessary for the performance of any service or installation, unless otherwise noted in the proposal.
11. The Company shall not be liable for any present and future taxes, charges or other governmental fees, or any items of equipment, labor or special tests required or recommended by insurance companies, equipment vendors or governmental authorities.
12. The Company shall not be liable for the identification, detection, abatement, encapsulation, storage, removal or transportation of any regulated or hazardous substances. Regulated or hazardous substances may include, but are not limited to asbestos, certain refrigerants and refrigerant oils. If any such products or materials are encountered during the course of work, the Company shall discontinue work until regulated or hazardous materials have been removed or liability is eliminated. The Company shall receive extension equal to the time of the delay to complete the work and reserves the right to be compensated for any loss due to a delay.
13. Line voltage wiring is provided from the condensing unit to the electrical panel. Any required side panels, replacement and/or upgrades of the existing electrical service must be performed by a licensed electrical contractor and are not included unless noted in this proposal.
14. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by workman's compensation insurance.
15. There will be a 15% cancellation fee on all orders cancelled after a measure has been performed. There will be a \$100 cancellation fee on all orders cancelled before the measure has been performed.
16. This agreement contains the entire understanding between the Company and the Customer, any modifications, amendments or changes must be in writing and signed by both parties.
17. NO WARRANTY ON EXISTING EQUIPMENT, DUCT SYSTEM, UTILITIES OR ACCESSORIES NOT PROVIDED IN THIS PROPOSAL.

**Total Base Bid** \$ **7,894.00 (Plus applicable tax)**

✓ Authorized Signature

### **Acceptance of Proposal**

Date

11746 PORTAL RD - OMAHA - NE 68128-5524

PHONE 402.339.6700 • FAX 402.339.5809

WWW.STANDARDPAC.COM



HEATING • AIR CONDITIONING • PLUMBING

ARS

August 31, 2015

City of La Vista  
7629 Josephine  
La Vista, NE 68128

**RE: Replacement of**

We propose to supply and install the following Carrier 90% furnace and air conditioner complete.

**INCLUDES:**

- Install new Carrier furnace unit horizontal in the garage
  - 60,000 Btuh heating input capacity 90% efficient 59SC2A060S14-10 to be installed horizontal in the garage
  - 30,000 Btuh air conditioner 24ABB330A003 to be installed on the roof
  - Evaporator CNPHP3017
- Your Electrician to Supply power to furnace and air conditioner
- Your Roofer to do any repairs after install
- Honeywell 5000 thermostats
- Line Set from furnace to roof top LS-3/8X3/4X3/4X50-DI
- Reconnect gas line and ductwork modified as needed
- PVC flue pipe to be run out back of Garage into a concentric
- Crane to install air conditioner
- 1 year parts and labor warranty
- 5 year compressor warranty
- All permits taxes and fees
- Labor to perform the above

We propose hereby to furnish material and labor complete in accordance with the above specifications for the sum of:

**Nine Thousand Seventy Six dollars .....\$9,684.00**

**Notes:** 1: Proposal may be withdrawn by us if not accepted within 30 days.  
2: A photo static copy of this authorization shall be deemed as effective and valid as the original.

**Payment:** aksarben/ARS Heating bills every 30 days as the job progresses.  
Payment is expected within 30 days of receiving invoices.

Authorized Signature: \_\_\_\_\_ DATE: \_\_\_\_\_  
Clark Thompson

Date of Acceptance: \_\_\_\_\_ Signature: \_\_\_\_\_