

# MINUTE RECORD

A-2

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

## LA VISTA CITY COUNCIL MEETING May 17, 2016

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 May 17, 2016. 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, Police Chief Lausten, Community Development Director Birch, Director of Public Works Soucie, Director of Administrative Services Pokorny, Finance Director Miserez, Library Director Barcal, Human Resources Manager Garrod, Recreation Director Stopak and Assistant Public Works Director/City Engineer Kottmann.

A notice of the meeting was given in advance thereof by publication in the Times on May 4, 2016. 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 group in the Pledge of Allegiance and made the announcements.

### A. CONSENT AGENDA

- B. Approval of the Agenda as Presented
- C. Approval of the Minutes of the May 3, 2016 City Council Meeting
- D. Approval of the Minutes of the May 10, 2016 City Council Meeting
- E. Approval of the Minutes of the April 21, 2016 Planning Commissions Meeting
- F. Request for Payment – Nebraska Department of Roads – Construction Services – 96<sup>th</sup> Street from Portal Rd to Harrison St – \$5,946.34
- G. Request for Payment – Midwest Right of Way Services, Inc. – Professional Services – Southport Parkway Turn Lane Project - \$856.38
- H. Request for Payment – Upstream Weeds - Professional Services – Papillion-La Vista Partnership – \$1,608.13
- I. Request for Payment – Logan Simpson – Professional Services – Comprehensive Plan Update - \$5,859.55
- J. Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Big Papio Creek Siphon Repair - \$2,655.00
- K. Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – City Parking District Access Improvements - Drainage - \$1,467.50
- L. Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Thompson Creek - \$10,560.47
- M. Request for Payment – BerryDunn – Professional Services – Financial Information Software System Selection - \$1,750.00
- N. Request for Payment – Olsson Associates – Professional Services – La Vista Parking District Access Improvements - \$32,586.77
- O. Request for Payment – MBC Construction – Construction Services – La Vista Parking District Access Improvements - \$16,086.87
- P. Resolution – Approve Agreement - Financial Information Software System.
- Q. Approval of Claims.

3E-ELECTRICAL ENGINEERING, services	\$201.88
4 SEASONS AWARDS, services	\$30.00
529 CSP, payroll	\$50.00
AA WHEEL & TRUCK SUPPLY, maint.	\$39.35
ABOUT FENCE LLC, maint.	\$890.50
ACTION BATTERIES, supplies	\$71.36
ALAMAR UNIFORMS, apparel	\$144.46
APWA-AMER PUBLIC WORKS ASSN, services	\$775.00
ASPHALT & CONCRETE MATERIALS, maint.	\$253.76

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BAKER & TAYLOR, books	\$3.03
BAXTER CHRYSLER DODGE, supplies	\$234.90
BIG RIG TRUCK ACCESSORIES INC, maint.	\$1,109.00
BISHOP BUSINESS EQUIPMENT, services	\$1,297.88
BLACK HILLS ENERGY, utilities	\$408.14
BLU SIMON LLC, services	\$1,400.00
BOBCAT OF OMAHA, maint.	\$2,277.94
BRYAN HILL ENTERTAINMENT, services	\$375.00
BUETHE, P., travel	\$344.00
BUILDERS SUPPLY CO, bld&grnds	\$19.83
CARDMEMBER SERVICE-ELAN, services	\$222.32
CARLOS BRITOS, refund	\$30.00
CENTER POINT PUBLISHING, books	\$427.20
CENTURY LINK BUSN SVCS, phones	\$111.84
CENTURY LINK, phones	\$763.87
CITY OF COUNCIL BLUFFS, services	\$120.00
CITY OF PAPILLION, services	\$150,654.00
COMP CHOICE INC, services	\$365.00
CONSOLIDATED MANAGEMENT, travel	\$599.52
COX COMMUNICATIONS, services	\$143.00
CREDIT MANAGEMENT SVCS, payroll	\$164.10
CYNTHIA MISEREZ, services	\$15.00
DILLON BROS HARLEY DAVIDSON, maint.	\$359.65
DOUGLAS COUNTY SHERIFF'S OFC, services	\$75.00
EDGEWEAR SCREEN PRINTING, services	\$515.00
EFTPS, payroll	\$69,800.15
FASTENAL CO, supplies	\$55.65
FUN SERVICES, services	\$1,489.00
GALE, books	\$318.62
GARROD, M, travel	\$248.50
GCR TIRES & SERVICE, maint.	\$854.98
GENUINE PARTS CO, maint.	\$1,280.78
GILMORE & BELL PC, services	\$2,500.00
GRAYBAR ELECTRIC CO, services	\$545.40
GREENKEEPER CO, supplies	\$302.75
H & H CHEVROLET LLC, maint.	\$73.95
HEIMES CORP, maint.	\$87.99
HELWIG, J., travel	\$237.00
HOME DEPOT, bld&grnds	\$59.72
HOPE HEALTH/IHAC, services	\$178.56
HUNDEN STRATEGIC PARTNERS, services	\$9,805.00
IA NE SD PRIMA CHAPTER, services	\$40.00
ICMA MEMBERSHIP RENEWALS, services	\$1,133.35
ICMA, payroll	\$36,130.55
INGRAM LIBRARY SERVICES, books	\$2,241.91
INSIGHT PUBLIC SECTOR, services	\$3,193.76
INTERNATIONAL CODE COUNCIL, books	\$714.48
INTOXIMETERS INC, services	\$45.35
J Q OFFICE EQUIPMENT INC, services	\$135.41
LANDPORT SYSTEMS INC, services	\$125.00
LEAGUE OF NE MUNICIPALITIES, services	\$466.00
LFOP DUES, payroll	\$1,220.00
LIBRARY IDEAS LLC, media	\$10.50
LOU'S SPORTING GOODS, supplies	\$1,211.00
LOVELAND GRASS PAD, maint.	\$228.77
MAX I WALKER UNIFORM RENTAL, services	\$589.59
MENARDS-RALSTON, bld&grnds	\$288.27
METRO AREA TRANSIT, services	\$451.00
MID CON SYSTEMS INC, services	\$151.02
MID-AMERICAN BENEFITS INC, services	\$656.50

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MIDWEST TAPE, media	\$876.40
MNJ TECHNOLOGIES, services	\$916.00
MUD, utilities	\$1,175.64
NATIONAL EVERYTHING WHOLESALE, supplies	\$641.45
NE CHILD SUPPORT PAYMENT CTR, payroll	\$715.08
NE STATE INCOME TAX, payroll	\$10,337.42
NEBRASKA WELDING LTD, supplies	\$29.50
NEWMAN TRAFFIC SIGNS INC, maint.	\$511.76
NLA-NEBRASKA LIBRARY ASSN, services	\$615.00
NOBBIES INC, supplies	\$177.94
NUTS AND BOLTS INC, bld&grnds	\$32.81
OCLC INC, media	\$123.61
OFFICE DEPOT INC, supplies	\$154.30
O'KEEFE ELEVATOR CO, bld&grnds	\$182.00
OMAHA COMPOUND CO, supplies	\$308.88
OMAHA PUBLIC POWER DISTRICT, utilities	\$51,182.34
OMNIGRAPHICS INC, books	\$163.70
PAPILLION SANITATION, services	\$2,702.34
PAPILLION TIRE INC, maint.	\$282.01
PARK YOUR PAWZ INC, services	\$75.00
PATRICK STIBBS, services	\$4,600.00
PAYFLEX SYSTEMS, services	\$261.45
PENWORTHY CO, books	\$980.99
PETTY CASH, supplies	\$713.15
PINNACLE BANK, services	\$10,600.00
PLAINS EQUIPMENT GROUP, maint.	\$1,689.21
POLICE INSURANCE, payroll	\$261.89
PREMIER-MIDWEST BEVERAGE CO, supplies	\$691.80
QP ACE HARDWARE, maint.	\$872.54
QUALITY BRANDS OF OMAHA, supplies	\$429.15
RDG PLANNING & DESIGN, services	\$537.50
READY MIXED CONCRETE CO, maint.	\$598.20
REPUBLIC NATIONAL DISTR CO LLC, supplies	\$101.25
SAPP BROS PETROLEUM INC, supplies	\$71.25
SARPY COUNTY CHAMBER, supplies	\$40.00
SARPY COUNTY REGISTER OF DEEDS, services	\$38.00
SIGN IT, services	\$222.00
SMALL, B., travel	\$237.00
SOLBERG, C., travel	\$113.57
SPRINT, phones	\$689.35
STOLTENBERG NURSERIES, bld&grnds	\$295.00
TED'S MOWER SALES, services	\$300.38
THERMO KING CHRISTENSEN, maint.	\$306.15
TIELKE'S SANDWICHES, supplies	\$39.24
TRACTOR SUPPLY CREDIT PLAN, bld&grnds	\$123.08
TRANS UNION RISK, services	\$25.00
TROUT, DONNA L, services	\$300.00
TURFWERKS, maint.,	\$29.85
UNITE PRIVATE NETWORKS LLC, services	\$3,850.00
VAL VERDE ANIMAL HOSPITAL INC, services	\$301.38
VAN RU CREDIT CORPORATION, payroll	\$41.97
VIERREGGER ELECTRIC CO, maint.	\$123.00
WHITE CAP SUPPLY, maint.	\$264.91
WOODHOUSE LINCOLN, maint.	\$434.56
ZIMCO SUPPLY CO, supplies	\$4,489.20

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

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## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Community Relations Coordinator Beaumont gave an update on the Salute to Summer Activities.

Police Chief Lausten reported that Fire Chief Bowes would be in attendance at the next meeting to discuss mutual aid responses with the Omaha Fire Department.

## B. AMENDMENT TO THE COMPREHENSIVE PLAN – CHAPTER 4; LAND USE AND DEVELOPMENT

### 1. PUBLIC HEARING

At 7:05 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the amendment to the Comprehensive Plan – Chapter 4; Land Use and Development.

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.

### 2. ORDINANCE – CHAPTER 4, LAND USE AND DEVELOPMENT

Councilmember Quick introduced Ordinance No. 1281 entitled; AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN, CHAPTER 4: LAND USE AND DEVELOPMENT; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Thomas seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter Councilmember Sheehan moved for final passage of the ordinance which motion was seconded by Councilmember Quick. The Mayor then stated the question, "Shall Ordinance No. 1281 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## C. ZONING TEXT AMENDMENTS – VARIOUS AMENDMENTS TO PROVIDE FOR A NEW MIXED USE CITY CENTRE DISTRICT

### 1. PUBLIC HEARING

At 7:08 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Zoning Text amendments to provide for a new mixed use – City Centre District.

At 7:09 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

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## **2. ORDINANCE – AMEND SECTIONS 2.02, 2.14, 2.16, 5.01, 5.15, 7.01.05, AND 7.17; AND ADD NEW SECTION 5.19**

Councilmember Crawford introduced Ordinance No. 1282 entitled; AN ORDINANCE TO AMEND SECTIONS 2.02, 2.14, 2.16, 5.01, 5.15, 7.01.05 AND 7.17 OF ORDINANCE NO. 848, AS PREVIOUSLY AMENDED; ADD NEW SECTION 5.19 OF ORDINANCE NO. 848 AS PREVIOUSLY AMENDED; TO REPEAL SECTIONS 2.02, 2.14, 2.16, 5.01, 5.15, 7.01.05, AND 7.17 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED OR AMENDED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Quick moved that the statutory rule requiring reading on three different days be suspended. Councilmember Hale seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter Councilmember Sell moved for final passage of the ordinance which motion was seconded by Councilmember Quick. The Mayor then stated the question, "Shall Ordinance No. 1282 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## **D. RESOLUTION – CONDITIONAL USE PERMIT – CAUBLE SPORTS LLC – LOT 24A, BROOKVALLEY BUSINESS PARK (NE OF 109<sup>TH</sup> & SKINNER DRIVE)**

Councilmember Quick introduced and moved for the adoption of Resolution No. 16-048; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR CAUBLE SPORTS, LLC, TO ALLOW FOR AN INDOOR RECREATIONAL FACILITY ON LOT 24A, BROOK VALLEY BUSINESS PARK.

WHEREAS, Cauble Sports, LLC, on behalf of the property owner, LSREF4 Bison, LLC, has applied for a Conditional Use Permit for to allow for an indoor recreation facility on Lot 24A, Brook Valley Business Park located northeast of 109<sup>th</sup> Street and Skinner Drive; 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,

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, for Cauble Sports, LLC, to allow for an indoor recreation facility on Lot 24A, Brook Valley Business Park.

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

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## E. CONDITIONAL USE PERMIT AMENDMENT – CONVENIENCE STORE WITH LIMITED FUEL SALES – LOT 179 SOUTHWIND (CASEY'S)

Councilmember Sell introduced and moved for the adoption of Resolution No.16-049; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AN AMENDMENT TO THE CONDITIONAL USE PERMIT FOR A CONVENIENCE STORE WITH LIMITED FUEL SALES ON TAX LOT 179, SOUTHWIND, SARPY COUNTY, NEBRASKA.

WHEREAS, Casey's General Store, LLC, has applied for an amendment to the conditional use permit for the convenience store with limited fuel sales in order to construct two building additions and modify the site plan on Tax Lot 179, Southwind, Sarpy County, Nebraska; 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 condition:

1. Correction of the existing landscaping issues through the building permit process for the building additions.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the amendment of the Conditional Use Permit, subject to the satisfaction of the conditions listed in the last recital above.

Seconded by Councilmember Hale. Leo Pile representing Casey's detailed for the Council that the additions would be 528 square feet to the North for the kitchen and 180 square feet to the south for the cooler. The changes would also straighten out parking. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## F. RESOLUTION – APPLICATION FOR PUD SITE PLAN APPROVAL – LOT 10, SOUTHPORT EAST REPLAT SIX, (NW OF McDERMOTT PLAZA & EASTPORT PARKWAY)

Councilmember Hale introduced and moved for the adoption of Resolution No.16-050; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF THE PLANNED UNIT DEVELOPMENT (PUD) PLAN FOR LOT 10, SOUTHPORT EAST REPLAT SIX, A SUBDIVISION LOCATED IN THE SE 1/4 OF SECTION 18, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, Cutchall Property Management, LLC, on behalf of the owners of the above described piece of property, Michael J. McDermott & John L. Hoich, have made application for approval of a planned unit development plan for Lot 10, Southport East Replat Six; and

WHEREAS, the City Planner and the City Engineer have reviewed the planned unit development plan; and

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

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the Planned Unit Development (PUD) plan for Lot 10, Southport East Replat Six, located in the SE 1/4 of Section 18, T14N, R12E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located southwest of McDermott Plaza and Eastport Parkway be, and hereby is, approved.

Seconded by Councilmember Sell. Councilmember Crawford asked if this location would be similar to the 72<sup>nd</sup> street location and Brad Blakeman representing the owner stated that it would be similar to the location at 156<sup>th</sup> and Q Street.

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Councilmember Sell asked asked if there were any plans to close the 72<sup>nd</sup> Street location and Blakeman stated no. Councilmember Sheehan questioned where traffic exited and Blakeman stated on the opposite side of the drive thru as it is safer for the car hops. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## G. ORDINANCE – AMEND COX CABLE FRANCHISE AGREEMENT

Councilmember Hale introduced Ordinance No. 1283 entitled; AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AMEND THE NONEXCLUSIVE CABLE FRANCHISE AGREEMENT, CERTIFICATE OF FRANCHISE AND COMMUNITY SERVICES AGREEMENT AND PERMIT COX COMMUNICATIONS OMAHA, L.L.C. TO CONTINUE TO OPERATE A CABLE SYSTEM; TO REPEAL CONFLICTING ORDINANCES, PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE.

Councilmember Frederick moved that the statutory rule requiring reading on three different days be suspended. Councilmember Thomas seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter Councilmember Quick moved for final passage of the ordinance which motion was seconded by Councilmember Hale. The Mayor then stated the question, "Shall Ordinance No. 1283 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## H. RESOLUTION – AUTHORIZE ADVERTISEMENT OF BIDS – CITY PARKING DISTRICT ACCESS IMPROVEMENTS INSTERSECTION MODIFICATIONS

Councilmember Thomas introduced and moved for the adoption of Resolution No. 16-051; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR CONSTRUCTION OF THE CITY PARKING DISTRICT ACCESS IMPROVEMENTS – INTERSECTION MODIFICATIONS FOR THE CITY OF LA VISTA.

WHEREAS, the Mayor and Council have determined that construction of the City Parking District Access Improvements – Intersection Modifications is necessary, and

WHEREAS, the FY16 Capital Improvement Program provides funding for the proposed project; and

WHEREAS, Proposals will be due June 10, 2016 with the award of contract date of June 21, 2016;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the advertisement for bids for construction of the City Parking District Access Improvements – Intersection Modifications for the City of La Vista.

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

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## I. RESOLUTION – AWARD CONTRACT – EASTERN NEBRASKA OFFICE ON AGING

Councilmember Sell introduced and moved for the adoption of Resolution No.16-052; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE EASTERN NEBRASKA OFFICE ON AGING FOR PROVISION OF A NUTRITION PROGRAM.

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista do hereby authorize the execution of an agreement with the Eastern Nebraska Office on Aging for provision of a nutrition program.

Seconded by Councilmember Quick. Mayor Kindig asked if we were able to begin offering lunches 5 days a week. Recreation Director stated that we currently have 20-25 attendees and that on Tuesdays and Thursdays the attendees can attend at Papillion. Stopak also stated the ENOA will determine when numbers are large enough to go 5 days a week. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale and Sell. Nays: None. Abstain: Crawford. Absent: None. Motion carried.

## J. RESOLUTION – APPROVE AGREEMENT - REDEVELOPMENT PLAN – 84<sup>TH</sup> STREET REDEVELOPMENT AREA

Councilmember Hale introduced and moved for the adoption of Resolution No.16-053; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN AGREEMENT WITH THE LA VISTA COMMUNITY DEVELOPMENT AGENCY PURSUANT TO THE REDEVELOPMENT PLAN FOR THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA

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

WHEREAS, The City Council, upon recommendation of the Agency and Planning Commission, on July 16, 2013 approved a Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, which included an Initial Redevelopment Project and demolition, clearance, preparation, improvement, or disposal of the Initial Redevelopment Project Area or improvements thereon to eliminate or prevent recurrence of the substandard and blighted area or otherwise carry out the Redevelopment Plan ("Demolition and Site Preparation"); and

WHEREAS, the City Council on behalf of the City of La Vista desires to approve and enter with the Agency an Agreement for Demolition and Site Preparation.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of La Vista hereby approves the Agreement presented with this Resolution.

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

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

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## **K. RESOLUTION – APPROVE AGREEMENT – REDEVELOPMENT PLAN – 84<sup>TH</sup> STREET REDEVELOPMENT AREA**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 16-054; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, APPROVING AN AGREEMENT WITH THE CITY OF LA VISTA PURSUANT TO THE REDEVELOPMENT PLAN FOR THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA

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

WHEREAS, The City Council, upon recommendation of the Agency and Planning Commission, on July 16, 2013 approved a Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, which included an Initial Redevelopment Project and demolition, clearance, preparation, improvement, or disposal of the Initial Redevelopment Project Area or improvements thereon to eliminate or prevent recurrence of the substandard and blighted area or otherwise carry out the Redevelopment Plan ("Demolition and Site Preparation"); and

WHEREAS, the City Council acting as the La Vista Community Development Agency desires to approve and enter with the City an Agreement for Demolition and Site Preparation.

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

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

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

## **L. RESOLUTION – AUTHORIZE PREPARATION AND SUBMISSION OF REDEVELOPMENT PLAN AMENDMENTS**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 16-055; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, AUTHORIZING AMENDMENTS TO THE REDEVELOPMENT PLAN FOR THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA FROM TIME TO TIME TO BE PREPARED AND SUBMITTED FOR REVIEWS, HEARINGS, RECOMMENDATIONS AND APPROVALS IN ACCORDANCE WITH APPLICABLE LAW.

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

WHEREAS, The City Council, upon recommendation of the Agency and Planning Commission, on July 16, 2013 approved a Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area; and

WHEREAS, the City Council acting as the La Vista Community Development Agency determines that amendments to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area from time to time may be necessary or appropriate.

NOW THEREFORE, BE IT RESOLVED that the City Council acting as the La Vista Community Development Agency hereby authorizes the Mayor, City Administrator, or his or her designee, on behalf of the Agency, to

# MINUTE RECORD

May 17, 2016

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

contract for or otherwise cause amendments to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area from time to time to be prepared, and submitted for reviews, hearings, recommendations and approvals in accordance with applicable Nebraska law, including but not limited to NRS Sections 18-2101 through 18-2154, as the Mayor, City Administrator, or his or her designee determines necessary or appropriate.

BE IT FURTHER RESOLVED, that the Mayor, City Administrator, or his or her designee is authorized to take such further actions as he or she determines necessary or appropriate to carry out the actions approved herein.

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

## M. POSITION DESCRIPTION UPDATE

Councilmember Sell made a motion to receive and file the position description update. Seconded by Councilmember Thomas. Councilmember Hale stated that she believed that the comparison study used too large of organizations and she wanted to know what the major changes were to the position description. City Administrator Gunn explained that the position would report directly to her and that there were new expectations. Councilmembers voting aye: Frederick, Ronan, Thomas, Crawford, Quick, and Sell. Nays: Sheehan and Hale. Abstain: None. Absent: None. Motion carried.

Councilmember Crawford made a motion to move Comments from the Floor ahead of Item N Executive Session. Seconded by Councilmember Frederick. 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.

## N. EXECUTIVE SESSION – STRATEGY SESSION - POTENTIAL REAL ESTATE ACQUISITION; PERSONNEL

At 7:50 p.m. Councilmember Crawford made a motion to go into executive for protection of the public interest for a strategy session on potential real estate acquisition and for the protection of an individual to discuss personnel matters Seconded by 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 8:46 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.

Dave Barnes approached the Council about the Policy on empty houses. The Mayor asked staff to follow up with Mr. Barnes about the homes in his neighborhood he was concerned with.

## COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig reminded everyone that he would be out of town and Councilmember Thomas would be acting Mayor.

At 8:53 p.m. Councilmember Hale 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.

# MINUTE RECORD

May 17, 2016

No. 729 — REEDFIELD & COMPANY, INC., OMAHA, E1310B56LD

PASSED AND APPROVED THIS 7TH DAY OF JUNE, 2016

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rita M. Ramirez  
Assistant City Administrator

MEETING OF THE LIBRARY ADVISORY BOARD  
CITY OF LA VISTA

MINUTES OF MEETING  
May 12, 2016

Members Present: Rose Barcal Huyen-Yen Hoang Valerie Russell  
Carol Westlund

Members Absent: Jill Frederick Kim Schmit-Pokorny

Agenda Item #1: Call to Order

The meeting was called to order at 5:30 p.m.

Agenda Item #2: Announcement of Location of Posted Open Meetings Act

An announcement was made of the location of the posted copy of the Open Meetings Act for public reference.

Agenda Item #3: Introductions

There were no introductions made.

Agenda Item #4: Approval of Minutes of March 10, 2016 Meeting

It was moved by Westlund and seconded by Hoang that the March 10, 2016 minutes be accepted as presented. Board members voting aye: Hoang, Russell, and Westlund. Nays: none. Abstain: none. Absent: Frederick and Schmit-Pokorny. Motion carried.

Agenda Item #5: Library Director's Report

- a. Programs: an overview of programs was given.
- b. The library will be hosting a practicum student for 67.5 hours.
- c. Library Meetings were reviewed including the Project Search Job Fair which was held April 11<sup>th</sup> at the La Vista Embassy Suites and the graduation of 8 GED students.
- d. General Library Information included receiving the accreditation letter for state aid due to the completion of the library's annual statistics.

Agenda Item #6: Circulation Report

Barcal distributed the circulation report. The report was discussed and accepted.

Agenda Item #7: Old Business

- a. Current and future grants were reviewed:
  - i. Teen Summer Intern Program from the Young Adult Library Services Association (YALSA) and Dollar General. Tomsu submitted a grant for \$1,000 for teen summer interns. The library was awarded \$1,000.
  - ii. 2016 Internship Grant Program from the Nebraska Library Commission. Tomsu submitted a grant for \$1,000 for a teen summer intern. The grant was announced in February. The library was awarded \$1,000.
  - iii. Tween and Teen BUILD Collective through the Loleta D. Fyan Grant from the America Library Association. Tomsu submitted a grant for \$3,500 for the tween and teen BUILD (Building to Uphold Imagination and Learning Daily) programs. The library was awarded \$5,000 with half distributed now and half in six months.
- b. City Comprehensive Plan Update. The committee has been meeting.

c. Committee on Programming. At the last meeting, Frederick had inquired about the tween program attendance at the Recreation Center. Barcal contacted David Karlson who was responsible for the tween program. He stated that there were 11 attendees. The library's tween soft opening had 34 tweens and 10 participating adults. Barcal stated that 900 fliers were distributed to the local schools by Lindsey Tomsu. Along with fliers, presentations were given to the 4<sup>th</sup>, 5<sup>th</sup>, and 6<sup>th</sup> graders at La Vista West.

Agenda Item #8: New Business

a. The library's budget was due to City Hall on April 22<sup>nd</sup>. This is a two-year budget with a five-year projection.

Agenda Item #9: Comments from the Floor

There were no comments from the floor.

Agenda Item #10: Comments from the Board

There were no comments from the Board.

There was a motion by Hoang and second by Russell to adjourn the meeting at 5:50 p.m.

The next meeting is scheduled for July 14th, 2016 at 5:30 p.m. at the La Vista Public Library, Conference Room #142.

A-4

CITY OF LAVISTA, NEBRASKA  
COMBINED STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES  
For the six months ending March 31, 2016  
50% of the Fiscal Year 2016

	General Fund					% of budget Used
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget		
<b>REVENUES</b>						
Property Taxes	\$ 5,977,668	\$ 262,337	\$ 858,995	\$ (5,118,673)		14%
Sales and use taxes	3,108,225	299,894	1,891,206	(1,217,019)		61%
Payments in Lieu of taxes	275,000			(275,000)		0%
State revenue	1,461,035	133,726	812,648	(648,387)		56%
Occupation and franchise taxes	1,030,000	12,853	514,478	(515,522)		50%
Hotel Occupation Tax	900,000	73,279	409,967	(490,033)		46%
Licenses and permits	347,800	83,257	258,662	(89,138)		74%
Interest income	11,522	1,205	10,397	(1,125)		90%
Recreation fees	156,100	19,444	66,936	(89,164)		43%
Special Services	22,500	3,017	12,689	(9,811)		56%
Grant Income	215,917		24,089	(191,828)		11%
Other	234,365	36,639	179,119	(55,246)		76%
<b>Total Revenues</b>	<b>13,740,132</b>	<b>925,651</b>	<b>5,039,186</b>	<b>(8,700,946)</b>		<b>37%</b>
<b>EXPENDITURES</b>						
Current:						
Administrative Services	590,974	32,817	246,158	(344,816)		42%
Mayor and Council	191,343	10,236	60,234	(131,109)		31%
Boards & Commissions	9,160	1,065	2,401	(6,759)		26%
Public Buildings & Grounds	510,328	28,553	200,527	(309,801)		39%
Administration	500,043	27,477	224,820	(275,223)		45%
Police and Animal Control	4,346,735	258,482	1,930,113	(2,416,622)		44%
Fire	1,705,949	134,967	877,904	(828,045)		51%
Community Development	598,148	30,466	221,303	(376,845)		37%
Public Works	3,372,972	234,734	1,468,431	(1,904,541)		44%
Recreation	670,345	44,348	246,679	(423,666)		37%
Library	766,945	52,685	335,401	(431,544)		44%
Information Technology	208,485	10,203	102,849	(105,636)		49%
Human Resources	693,497	53,226	288,808	(404,689)		42%
Public Transportation	94,677	5,682	37,956	(56,721)		40%
Capital outlay	493,499		43,065	(450,434)		9%
<b>Total Expenditures</b>	<b>14,753,100</b>	<b>924,941</b>	<b>6,286,649</b>	<b>(8,466,451)</b>		<b>43%</b>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(1,012,968)</b>	<b>710</b>	<b>(1,247,463)</b>	<b>(234,495)</b>		<b>123%</b>
<b>OTHER FINANCING SOURCES (USES)</b>						
Operating transfers in (Lottery)	70,663	-	-	(70,663)		0%
Operating transfers out (EDF, OSP, CIP)	(1,265,000)	-	-	1,265,000		0%
Bond/registered warrant proceeds	-	-	-	-		0%
<b>Total other Financing Sources (Uses)</b>	<b>(1,194,337)</b>	<b>-</b>	<b>-</b>	<b>1,194,337</b>		<b>0%</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>	<b>\$ (2,207,305)</b>	<b>\$ 710</b>	<b>\$ (1,247,463)</b>	<b>\$ 959,842</b>		<b>57%</b>

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
For the six months ending March 31, 2016  
50% of the Fiscal Year 2016

	<b>Debt Service Fund</b>					<b>% of budget Used</b>
	<b>Budget</b>	<b>MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>		
<b>REVENUES</b>						
Property Taxes	\$ 1,864,694	\$ 77,031	\$ 205,624	\$ (1,659,070)		11%
Sales and use taxes	1,554,113	149,947	945,603	(608,510)		61%
Payments in Lieu of taxes	30,000	-	-	(30,000)		0%
Interest income	7,002	83	995	(6,007)		14%
Other (Special Assessments; Fire Reimbursmt)	852,796	-	172,885	(679,911)		20%
<b>Total Revenues</b>	<b>4,308,605</b>	<b>227,061</b>	<b>1,325,107</b>	<b>(2,983,498)</b>		<b>31%</b>
<b>EXPENDITURES</b>						
Current:						
Administration	90,000	417	1,630	(88,370)		2%
Fire Contract Bond	298,677	24,700	148,200	(150,477)		50%
Debt service						
Principal	2,947,400	-	1,565,000	(1,382,400)		53%
Interest	871,458	63,631	345,804	(525,654)		40%
<b>Total Expenditures</b>	<b>4,207,535</b>	<b>88,748</b>	<b>2,060,634</b>	<b>(2,146,901)</b>		<b>49%</b>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>101,070</b>	<b>138,313</b>	<b>(735,527)</b>	<b>(836,597)</b>		<b>-728%</b>
<b>OTHER FINANCING SOURCES (USES)</b>						
Operating transfers in (Lottery Bond)	339,145	-	-	(339,145)		0%
Operating transfers out (CIP)	(12,333,489)	-	-	12,333,489		0%
Bond/registered warrant proceeds	11,500,000	-	-	(11,500,000)		0%
<b>Total other Financing Sources (Uses)</b>	<b>(494,344)</b>	<b>-</b>	<b>-</b>	<b>494,344</b>		<b>0%</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>	<b>\$ (393,274)</b>	<b>\$ 138,313</b>	<b>\$ (735,527)</b>	<b>\$ (342,253)</b>		<b>187%</b>

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
For the six months ending March 31, 2016  
50% of the Fiscal Year 2016

	<b>Capital Fund</b>					<b>% of budget Used</b>
	<b>Budget</b>	<b>MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>		
<b>REVENUES</b>						
Interest income	\$ -	\$ -	\$ 4	\$ 4		0%
Grant Income	1,061,000	-	426,503	(634,497)		40%
Interagency	926,100	-	9,840	(916,260)		1%
<b>Total Revenues</b>	<b>1,987,100</b>	<b>-</b>	<b>436,347</b>	<b>(1,550,753)</b>		<b>22%</b>
<b>EXPENDITURES</b>						
Current:						
Capital outlay	30,847,780	162,620	539,432	(30,308,348)		2%
<b>Total Expenditures</b>	<b>30,847,780</b>	<b>162,620</b>	<b>539,432</b>	<b>(30,308,348)</b>		<b>2%</b>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(28,860,680)</b>	<b>(162,620)</b>	<b>(103,085)</b>	<b>(28,757,595)</b>		<b>0%</b>
<b>OTHER FINANCING SOURCES (USES)</b>						
Operating transfers in	28,860,680	-	-	(28,860,680)		0%
Operating transfers out	-	-	-	-		0%
Bond/registered warrant proceeds	-	-	-	-		0%
<b>Total other Financing Sources (Uses)</b>	<b>28,860,680</b>	<b>-</b>	<b>-</b>	<b>(28,860,680)</b>		<b>0%</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>	<b>\$ -</b>	<b>\$ (162,620)</b>	<b>\$ (103,085)</b>	<b>\$ 103,085</b>		<b>0%</b>

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the six months ending March 31, 2016**  
**50% of the Fiscal Year 2016**

	<b>Lottery Fund</b>					
	<b>Budget (12 month)</b>	<b>MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of budget Used</b>	
<b>REVENUES</b>						
Lottery Rev/Community Betterment	\$ 925,000	\$ 107,584	\$ 547,496	\$ (377,504)	59%	
Lottery Tax Form 51	350,000	27,710	169,311	(180,689)	48%	
Event Revenue	30,500	685	3,298	(27,202)	11%	
Interest income	2,972	685	1,462	(1,510)	49%	
<b>Total Revenues</b>	<b>1,308,472</b>	<b>136,664</b>	<b>721,567</b>	<b>(586,905)</b>	<b>55%</b>	
<b>EXPENDITURES</b>						
Current:						
Professional Services	233,261	13,876	97,769	(135,492)	42%	
Salute to Summer	22,535	2,586	2,586	(19,949)	11%	
50th Year Celebration	-	14	487	487	0%	
Community Events	9,290	481	7,305	(1,985)	79%	
Events - Marketing	22,600	(385)	1,304	(21,296)	6%	
Recreation Events	10,000	-	-	(10,000)	0%	
Concert & Movie Nights	9,800	-	-	(9,800)	0%	
Travel & Training	13,420	-	-	(13,420)	0%	
State Taxes	350,000	27,710	169,311	(180,689)	48%	
Other	-	-	-	-	0%	
Capital outlay	14,000	-	13,776	(224)	98%	
<b>Total Expenditures</b>	<b>684,906</b>	<b>44,282</b>	<b>292,538</b>	<b>(392,368)</b>	<b>43%</b>	
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>623,566</b>	<b>92,382</b>	<b>429,029</b>	<b>194,537</b>	<b>69%</b>	
<b>OTHER FINANCING SOURCES (USES)</b>						
Operating transfers out	(1,461,999)	-	-	1,461,999	0%	
Bond/registered warrant proceeds	-	-	-	-	0%	
<b>Total other Financing Sources (Uses)</b>	<b>(1,461,999)</b>	<b>-</b>	<b>-</b>	<b>1,461,999</b>	<b>0%</b>	
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>	<b>\$ (838,433)</b>	<b>\$ 92,382</b>	<b>\$ 429,029</b>	<b>\$ 1,656,536</b>	<b>-51%</b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
For the six months ending March 31, 2016  
50% of the Fiscal Year 2016

	<b>Economic Development</b>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b>REVENUES</b>					
JQH Payment	1,186,573	-	593,287	(593,286)	50%
Interest income	266	-	-	(266)	0%
<b>Total Revenues</b>	<b>1,186,839</b>	<b>-</b>	<b>593,287</b>	<b>(593,552)</b>	<b>50%</b>
<b>EXPENDITURES</b>					
Current:					
Professional Services	10,000	-	-	-	0%
Debt service: (Warrants)					0%
Principal	685,000	-	685,000	-	100%
Interest	1,311,427	-	666,639	(644,788)	51%
<b>Total Expenditures</b>	<b>2,006,427</b>	<b>-</b>	<b>1,351,639</b>	<b>(654,788)</b>	<b>67%</b>
<b>EXCESS OF REVENUES OVER (UNDER)</b> <b>EXPENDITURES</b>	<b>(819,588)</b>	<b>-</b>	<b>(758,352)</b>	<b>61,236</b>	<b>93%</b>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	600,000	-	-	(600,000)	0%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds		-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<b>600,000</b>	<b>-</b>	<b>-</b>	<b>(600,000)</b>	<b>0%</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING</b> <b>SOURCES OVER (UNDER) EXPENDITURES</b> <b>AND OTHER FINANCING USES</b>	<b>\$ (219,588)</b>	<b>\$ -</b>	<b>\$ (758,352)</b>	<b>\$ (538,764)</b>	<b>345%</b>

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the six months ending March 31, 2016**  
**50% of the Fiscal Year 2016**

	<b>Off Street Parking</b>				
	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b>REVENUES</b>					
Interest income	45	-	4	(41)	9%
<b>Total Revenues</b>	<b>45</b>	<b>-</b>	<b>4</b>	<b>(41)</b>	<b>9%</b>
<b>EXPENDITURES</b>					
Current:					
General & Administrative	19,467	690	7,339	(12,128)	38%
Professional Services		-			0%
Maintenance	19,500	6,212	6,958	(12,542)	36%
Debt service: (Warrants)					
Principal	430,000	-	430,000	-	100%
Interest	144,580	-	4,730	(139,850)	3%
<b>Total Expenditures</b>	<b>613,547</b>	<b>6,902</b>	<b>449,027</b>	<b>(164,520)</b>	<b>73%</b>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(613,502)</b>	<b>(6,902)</b>	<b>(449,023)</b>	<b>164,479</b>	<b>73%</b>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	615,000			(615,000)	0%
Operating transfers out					0%
Bond/registered warrant proceeds		-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<b>615,000</b>	<b>-</b>	<b>-</b>	<b>(615,000)</b>	<b>0%</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>	<b>\$ 1,498</b>	<b>\$ (6,902)</b>	<b>\$ (449,023)</b>	<b>\$ (450,521)</b>	<b>-29975%</b>

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the six months ending March 31, 2016**  
**50% of the Fiscal Year 2016**

	<b>Redevelopment Fund</b>				
	<b>Budget</b> <b>(12 month)</b>	<b>MTD</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>Over(under)</b> <b>Budget</b>	<b>% of budget</b> <b>Used</b>
<b>REVENUES</b>					
Sales and use taxes	1,554,113	149,947	945,603	(608,510)	61%
Interest income	3,583	282	1,907	(1,676)	53%
<b>Total Revenues</b>	<b>1,557,696</b>	<b>150,229</b>	<b>947,510</b>	<b>(610,186)</b>	<b>61%</b>
<b>EXPENDITURES</b>					
Current:					
Community Development	30,000	-	-	(30,000)	0%
Professional Services	150,000	6,422	10,423	(139,577)	7%
Financial / Legal Fees	50,000	-	-	(50,000)	0%
Debt service: (Warrants)					
Principal	-	-	-	-	0%
Interest	307,500	-	-	(307,500)	0%
<b>Total Expenditures</b>	<b>537,500</b>	<b>6,422</b>	<b>10,423</b>	<b>(527,077)</b>	<b>2%</b>
<b>EXCESS OF REVENUES OVER (UNDER)</b> <b>EXPENDITURES</b>	<b>1,020,196</b>	<b>143,807</b>	<b>937,087</b>	<b>(83,109)</b>	<b>92%</b>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in				-	0%
Operating transfers out	(15,550,000)	-	-	15,550,000	0%
Bond/registered warrant proceeds	15,000,000	-	-	(15,000,000)	0%
<b>Total other Financing Sources (Uses)</b>	<b>(550,000)</b>	<b>-</b>	<b>-</b>	<b>550,000</b>	<b>0%</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING</b> <b>SOURCES OVER (UNDER) EXPENDITURES</b> <b>AND OTHER FINANCING USES</b>	<b>\$ 470,196</b>	<b>\$ 143,807</b>	<b>\$ 937,087</b>	<b>\$ 466,891</b>	<b>199%</b>

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS**  
**For the six months ending March 31, 2016**  
**50% of the Fiscal Year 2016**

	<b>Sewer Fund</b>				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>(Under) Budget</u>	<u>% of Budget Used</u>
<b>REVENUES</b>					
User fees	\$ 3,629,271	\$ 241,596	\$ 1,405,812	\$ (2,223,459)	39%
Service charge and hook-up fees	200,000	114,577	221,357	21,357	111%
Grant Income	22,918	-	22,918	-	100%
Miscellaneous	450	27	170	(280)	38%
<b>Total Revenues</b>	<b>3,852,639</b>	<b>356,200</b>	<b>1,650,257</b>	<b>(2,202,382)</b>	<b>43%</b>
<b>EXPENDITURES</b>					
General & Administrative	533,968	34,831	233,413	(300,555)	44%
Maintenance	2,854,687	361,874	1,028,271	(1,826,416)	36%
Storm Water Grant	27,502	-	4,786	(22,716)	17%
Capital Outlay	405,300	5,471	5,471	(399,829)	1%
<b>Total Expenditures</b>	<b>3,821,457</b>	<b>402,176</b>	<b>1,271,941</b>	<b>(2,549,516)</b>	<b>33%</b>
<b>OPERATING INCOME (LOSS)</b>	<b>31,182</b>	<b>(45,976)</b>	<b>378,316</b>	<b>347,134</b>	<b>1213%</b>
<b>NON-OPERATING REVENUE (EXPENSE)</b>					
Interest income	3,311	219	591	(2,720)	18%
	<b>3,311</b>	<b>219</b>	<b>591</b>	<b>(2,720)</b>	<b>18%</b>
<b>INCOME (LOSS) BEFORE OPERATING TRANSFERS</b>					
	<b>34,493</b>	<b>(45,757)</b>	<b>378,907</b>	<b>344,414</b>	<b>1099%</b>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers out (CIP)	(50,000)	-	-	50,000	0%
<b>NET INCOME (LOSS)</b>	<b>\$ (15,507)</b>	<b>\$ (45,757)</b>	<b>\$ 378,907</b>	<b>\$ 394,414</b>	<b>-2443%</b>

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS**  
For the six months ending March 31, 2016  
50% of the Fiscal Year 2016

	<b>Golf Course Fund</b>					<b>% of Budget Used</b>
	<b>Budget</b>	<b>MTD Actual</b>	<b>YTD Actual</b>	<b>(Under) Budget</b>		
<b>REVENUES</b>						
Greens Fees	\$ 138,000	\$ 10,269	\$ 26,530	\$ (111,470)		19%
Carts	50,000	2,017	7,019	(42,981)		14%
Concessions	33,500	1,231	5,414	(28,086)		16%
<b>Total Golf Proceeds</b>	<b>221,500</b>	<b>13,517</b>	<b>38,963</b>	<b>(182,537)</b>		<b>18%</b>
Pro-Shop Merchandise	4,750	382	1,036	(3,714)		22%
Fee Income	200	1	93	(107)		47%
Miscellaneous	100	4	6	(94)		6%
<b>Total Other Revenue</b>	<b>5,050</b>	<b>387</b>	<b>1,135</b>	<b>(3,915)</b>		<b>22%</b>
<b>Total Revenue</b>	<b>226,550</b>	<b>13,904</b>	<b>40,098</b>	<b>(186,452)</b>		<b>18%</b>
<b>EXPENDITURES</b>						
General & Administrative	156,591	9,832	50,973	(105,618)		33%
Cost of merchandise sold	18,664	3,663	6,148	(12,516)		33%
Maintenance	160,288	7,306	47,025	(113,263)		29%
Capital Outlay	22,000	-	21,500	(500)		98%
<b>Total Expenditures</b>	<b>357,543</b>	<b>20,801</b>	<b>125,646</b>	<b>(231,897)</b>		<b>35%</b>
<b>OPERATING INCOME (LOSS)</b>	<b>(130,993)</b>	<b>(6,897)</b>	<b>(85,548)</b>	<b>45,445</b>		<b>65%</b>
<b>NON-OPERATING REVENUE (EXPENSE)</b>						
Interest income	503	23	136	(367)		27%
	<b>503</b>	<b>23</b>	<b>136</b>	<b>(367)</b>		<b>27%</b>
<b>INCOME (LOSS) BEFORE OPERATING TRANSFERS</b>	<b>(130,490)</b>	<b>(6,874)</b>	<b>(85,412)</b>	<b>45,078</b>		<b>65%</b>
<b>OTHER FINANCING SOURCES (USES)</b>						
Operating transfers in (Lottery	125,000	-	-	(125,000)		0%
<b>NET INCOME (LOSS)</b>	<b>\$ (5,490)</b>	<b>\$ (6,874)</b>	<b>\$ (85,412)</b>	<b>\$ 79,922</b>		<b>1556%</b>

A-5

TD2 File No. 171-408.107  
 May 27, 2016

**PAYMENT RECOMMENDATION NO. 9 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:** \$ 913,499.52

Item	Description	Approx. Quantities		Unit Price		Amount	
<b>Demolition and Grading:</b>							
1	Clearing and Grubbing	0.9	L.S.	\$ 42,000.00	/	L.S.	\$ 37,800.00
2	Stockpile and Redistribute Topsoil (6,500 C.Y. Moved Twice), Established Quantity	12,000	C.Y.	\$ 10.00	/	C.Y.	\$ 120,000.00
3	Common Earthwork, In Place, Established Quantity	21,500	C.Y.	\$ 6.00	/	C.Y.	\$ 129,000.00
4	Haul Excess Soil to NRD Levee Site	16,000	C.Y.	\$ 8.00	/	C.Y.	\$ 128,000.00
5	Haul Excess Soil Off Site and Dispose	8,889	C.Y.	\$ 9.00	/	C.Y.	\$ 80,001.00
6	Remove and Dispose Existing Headwall Structure and Railing	1	EA.	\$ 3,000.00	/	EA.	\$ 3,000.00
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	150	L.F.	\$ 30.00	/	L.F.	\$ 4,500.00
9	Remove and Dispose 48" Storm Sewer	8	L.F.	\$ 45.00	/	L.F.	\$ 360.00
10	Remove and Dispose P.C.C. Pavement	235	S.Y.	\$ 4.50	/	S.Y.	\$ 1,057.50
11	Remove and Dispose 4' Tall Chain Link Fence	310	L.F.	\$ 5.00	/	L.F.	\$ 1,550.00
12	Remove, Salvage and Relocate 4' Tall Chain Link Fence	147	L.F.	\$ 12.00	/	L.F.	\$ 1,764.00
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	2	EA.	\$ 800.00	/	EA.	\$ 1,600.00
16	Flowable Fill In Abandoned Storm Sewer, In Place	25	C.Y.	\$ 240.00	/	C.Y.	\$ 6,000.00
17	Construct 5' x 5' Junction Box w/ Weir, In Place	1	EA.	\$ 11,000.00	/	EA.	\$ 11,000.00
18	Construct 54" I.D. Storm Sewer Manhole, In Place	30	V.F.	\$ 750.00	/	V.F.	\$ 22,500.00
19	Construct 54" I.D. Flat Top Storm Sewer Manhole, In Place	10	V.F.	\$ 800.00	/	V.F.	\$ 8,000.00
20	Construct 60" I.D. Flat Top Storm Sewer Manhole, In Place	6	V.F.	\$ 850.00	/	V.F.	\$ 5,100.00
21	Standard Manhole Ring and Cover, In Place	5	EA.	\$ 500.00	/	EA.	\$ 2,500.00

## Payment Recommendation No. 9

## Thompson Creek Channel Rehabilitation Group B – Channel Reconstruction

May 27, 2016

Page 2

Item	Description	Approx. Quantities	Unit Price	Amount
22	Construct 24" - 30" Concrete Collar, In Place	3 EA.	\$ 1,600.00 / EA.	\$ 4,800.00
23	Construct 24" HDPE Storm Sewer w/ Bedding, In Place	87 L.F.	\$ 175.00 / L.F.	\$ 15,225.00
24	Construct 30" HDPE Storm Sewer w/ Bedding, In Place	110 L.F.	\$ 125.00 / L.F.	\$ 13,750.00
25	Construct 30" RCP Storm Sewer, Class III, W/ Bedding, In Place	220 L.F.	\$ 200.00 / L.F.	\$ 44,000.00
26	Construct 42" HDPE Storm Sewer w/ Bedding, In Place	17 L.F.	\$ 225.00 / L.F.	\$ 3,825.00
27	Construct Type II Curb Inlet, In Place	1 EA.	\$ 7,500.00 / EA.	\$ 7,500.00
28	Construct Type III Curb Inlet, In Place	1 EA.	\$ 7,500.00 / EA.	\$ 7,500.00
29	Construct Edgewood Boulevard Culvert Dissipation Structure	1 EA.	\$20,000.00 / EA.	\$ 20,000.00
30	Storm Sewer Anchor System, In Place	10 EA.	\$ 1,000.00 / EA.	\$ 10,000.00
31	Construct SAFL Baffle System, In Place	4 EA.	\$ 1,800.00 / EA.	\$ 7,200.00
32	Type "B" Riprap w/ Geotextile Fabric, In Place	121 TON	\$ 36.00 / TON	\$ 4,365.00
33	Construct 4" P.C.C. Sidewalk Pavement, In Place	308 S.Y.	\$ 5.00 / S.Y.	\$ 1,540.00
34	Construct 6" P.C.C. Driveway Pavement, In Place	85 S.Y.	\$ 6.00 / S.Y.	\$ 510.00
35	Construct 7" P.C.C. Pavement, In Place	251 S.Y.	\$ 12.00 / S.Y.	\$ 3,012.00
<b>Special Treatments:</b>				
36	Geo-Wrapped Soil Lifts, In Place	2,750 S.F.	\$ 25.00 / S.F.	\$ 68,750.00
37	Creek Toe Stone Revetment and Bedding, In Place	571 L.F.	\$ 35.00 / L.F.	\$ 19,985.00
38	Wetland Soil Amendment, In Place	1,200 C.Y.	\$ 10.00 / C.Y.	\$ 12,000.00
39	Cross-Vane Grade Control Structure, In Place	4 EA.	\$ 5,000.00 / EA.	\$ 20,000.00
40	Gabion Baskets W/ Recycled Stone, In Place	67 C.Y.	\$ 105.00 / C.Y.	\$ 7,035.00
41	Tensar Bionet C125BN (Or Approved Equal, In Place	1,300 S.Y.	\$ 2.75 / S.Y.	\$ 3,575.00
42	Tensar Bionet SC150BN (Or Approved Equal), In Place	11,100 S.Y.	\$ 2.00 / S.Y.	\$ 22,200.00
<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	4 EA.	\$ 125.00 / EA.	\$ 500.00
45	Maintain Fabric Silt Fence, In Place	2,400 L.F.	\$ 2.50 / L.F.	\$ 6,000.00
46	Remove and Dispose Fabric Silt Fence	1,250 L.F.	\$ 1.00 / L.F.	\$ 1,250.00
47	Water Management, Complete	0.895 L.S.	\$98,400.00 / L.S.	\$ 88,068.00
48	United Seed Super Turf 2 Permanent Seed w/ Straw Mulch	2.08 AC.	\$ 3,000.00 / AC.	\$ 6,240.00
49	Maintain and Remove Orange Safety Fence	430 L.F.	\$ 1.00 / L.F.	\$ 430.00

Payment Recommendation No. 9

Thompson Creek Channel Rehabilitation Group B – Channel Reconstruction

May 27, 2016

Page 3

Item	Description	Approx. Quantities	Unit Price	Amount
<b>Planting:</b>				
50	Stream Bank Seeding, In Place	0.2 AC.	\$ 3,500.00 / AC.	\$ 700.00
51	Low Prairie Seeding, In Place	0.25 AC.	\$ 2,800.00 / AC.	\$ 700.00
52	Upland Prairie Seeding, In Place	1.14 AC.	\$ 2,000.00 / AC.	\$ 2,280.00
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	2,050 EA.	\$ 20.00 / EA.	\$ 41,000.00
56	Install 1-1/2" Caliper trees, In Place	4 EA.	\$ 450.00 / EA.	\$ 1,800.00
57	Install Six Feet Tall Conifer Trees, In Place	4 EA.	\$ 450.00 / EA.	\$ 1,800.00
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	120 L.F.	\$ 12.00 / L.F.	\$ 1,440.00
65	Install Six Feet Tall, White PVC Privacy Fence, In Place	60 L.F.	\$ 20.00 / L.F.	\$ 1,200.00
<b>Hourly Rates:</b>				
66	Labor	12.5 HRS	\$ 40.00 / HRS	\$ 500.00
67	CAT 257B (Or Equivalent) W/ Operator	6 HRS	\$ 95.00 / HRS	\$ 570.00
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	17.5 HRS	\$ 110.00 / HRS	\$ 1,925.00
<b>TOTAL</b>				
				\$ 1,108,603.50
<b>LESS 5% RETAINED</b>				
				\$ 55,430.18
<b>LESS PREVIOUS PAYMENT</b>				
				\$ 913,499.52
<b>RECOMMENDATIONS</b>				
Deductions per Change Order No. 1:				
October 9, 2015 Completion Date				
October 19 to December 23 (Complete)		66 days	\$ 100.00 / day	(\$ 6,600.00)
November 1, 2015 Completion Date				
November 9 to December 23 and March 14 to May 27		120 days	\$ 100.00 / day	(\$ 12,000.00)
May 1, 2016 Completion Date				
May 9 to May 27		19 days	\$ 100.00 / day	(\$ 1,900.00)
<b>TOTAL DEDUCTION TO DATE</b>				
				(\$ 20,500.00)
<b>AMOUNT DUE CONTRACTOR</b>				
				\$ 119,173.80

Payment Recommendation No. 9

Thompson Creek Channel Rehabilitation Group B – Channel Reconstruction

May 27, 2016

Page 4

We recommend that payment in the amount of \$119,173.80 be made to Anderson Excavating Co.

Respectfully submitted,



Charles E. Riggs, P.E.  
Contract Engineer

THOMPSON, DREESSEN & DORNER, INC.

CER/tjp

cc: Anderson Excavating Co.

O.K. to pay

JKM 5-27-2016

SPLITS To:

05.71.0871.03 (NET) \*59,586.90

05.71.0870.03 (NRD) \*59,586.90

RECEIVED A-6

MAY 19 2016

INVOICE



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  
8116 PARKVIEW BOULEVARD  
LA VISTA, NE 68128

Invoice number 115193  
Date 05/17/2016

Project 0171-415 LA VISTA CIVIC CENTER  
PARK

Professional Services through May 15, 2016

Description	Current Billed
Topographic Survey	0.00
Engineering Services - progress billing	1,480.00
Reimbursables	20,748.58
Subconsultant Services - EADS thru April 28, 2016	\$20,734.98
Mileage	13.60
	Total 22,228.58

Invoice total 22,228.58

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
115193	05/17/2016	22,228.58	22,228.58				
	Total	22,228.58	22,228.58	0.00	0.00	0.00	0.00

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

O.K. to pay

05.71.0894.02

efmk

5-31-2016

A-7

## Upstream Weeds

Bringing Science to People, &  
People to Science!

3942 N. 66<sup>th</sup> Street  
Omaha, NE 68104  
Phone 402-881-6919  
Email: Chris@upstreamweeds.com

## Upstream Weeds

Chris Madden Company  
Bringing Science to People, &  
People to Science!

INVOICE # 025  
DATE: JUNE 1, 2016

INVOICING TERM: 5/01/16- 5/31/16

TO John Kottmann, City Engineer  
City of La Vista, Nebraska  
Public Works Department  
9900 Portal Road  
La Vista, NE 68128

CONTRACTOR	PROJECT	PAYMENT TERMS
Chris Madden	Papillion-La Vista Stormwater Outreach	Due on receipt

Description	Qty	Unit Price	line total	
<b>May 1 - 7, 2016</b>				
Partner Correspondence (recruitment, retention, collaboration, and follow-ups)	14	\$ 25.00	\$ 350.00	✓
Client Account Management and Administration (reporting, documentation, & billing)	8	\$ 25.00	\$ 200.00	✓
New Contract execution-plan development	3	\$ 25.00	\$ 75.00	✓
Event Coordination	5	\$ 25.00	\$ 125.00	✓
Event Coordination (Pro-Bono)	1	\$ -	\$ -	
<b>May 8 - 14, 2016</b>				
Partner Correspondence (recruitment, retention, collaboration, and follow-ups)	4	\$ 25.00	\$ 100.00	✓
Client Account Management and Administration (reporting, documentation, & billing)	2	\$ 25.00	\$ 50.00	✓
External meeting (preparation, attendance, & follow-ups)	3	\$ 25.00	\$ 75.00	✓
Event Coordination	15	\$ 25.00	\$ 375.00	✓
<b>May 15 - 21, 2016</b>				
Partner Correspondence (recruitment, retention, collaboration, and follow-ups)	4	\$ 25.00	\$ 100.00	✓
Partner Correspondence (recruitment, retention, collaboration, and follow-ups) (Pro-Bono)	9	\$ -	\$ -	
External meeting (preparation, attendance, & follow-ups)	3	\$ 25.00	\$ 75.00	✓
New Contract execution-plan development	7	\$ 25.00	\$ 175.00	✓
Event Coordination	4	\$ 25.00	\$ 100.00	✓

Event Coordination (Pro-Bono)	5	\$	-	\$	-	
UNO- Collaborative Time	8	\$	25.00	\$	200.00	✓
<b>May 22 - 31, 2016</b>						
Partner Correspondence (recruitment, retention, collaboration, and follow-ups)	4	\$	25.00	\$	100.00	
Client Account Management and Administration (reporting, documentation, & billing)	4	\$	25.00	\$	100.00	
Citizen Science Initiatives (planning, implementation, & maintenance)		\$	25.00	\$	-	
External meeting (preparation, attendance, & follow-ups)	4	\$	25.00	\$	100.00	✓
New Contract execution-plan development	2	\$	25.00	\$	50.00	✓
Event Coordination	8	\$	25.00	\$	200.00	✓
Event Execution	18	\$	25.00	\$	450.00	✓
Event Execution (Pro-Bono)	10	\$	-	\$	-	
<b>Sub Total</b>					<b>\$ 3,000.00</b>	✓
<b>50% Cost Share paid by Papillion</b>					<b>\$ (1,500.00)</b>	
<b>Total Due</b>					<b>\$ 1,500.00</b>	✓

Please make all checks available to Chris Madden

O.K. to pay  
 fMK 6-2-2016  
 02.43.0505

APCHCKRP  
10.30.14

Fri Jun 3, 2016 11:44 AM

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

OPER: AKH

PAGE 1

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BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1 BK NE CKG MAIN (600-873)						
Thru	46426 46440	Payroll Checks				
Thru	46441 121111	Gap in Checks				
121112	5/18/2016	1194 QUALITY BRANDS OF OMAHA	257.50			**MANUAL**
121113	5/18/2016	156 CREDIT MANAGEMENT SVCS	164.10			**MANUAL**
121114	5/18/2016	4867 VAN RU CREDIT CORPORATION	36.93			**MANUAL**
121115	5/18/2016	441 MESSERLI & KRAMER	285.02			**MANUAL**
121116	5/18/2016	590 NE DEPT OF ROADS	5,946.34			**MANUAL**
121117	5/18/2016	4326 MIDWEST RIGHT OF WAY SVCS INC	856.38			**MANUAL**
121118	5/18/2016	147 CHRIS MADDEN	1,608.13			**MANUAL**
121119	5/18/2016	190 LOGAN SIMPSON DESIGN INC	5,859.55			**MANUAL**
121120	5/18/2016	143 THOMPSON DREESSEN & DORNER	14,682.97			**MANUAL**
121121	5/18/2016	4592 BERRY DUNN	1,750.00			**MANUAL**
121122	5/18/2016	2995 OLSSON ASSOCIATES	32,586.77			**MANUAL**
121123	5/18/2016	2622 MBC CONSTRUCTION	16,085.87			**MANUAL**
121124	6/01/2016	1270 PREMIER-MIDWEST BEVERAGE CO	248.50			**MANUAL**
121125	6/01/2016	1194 QUALITY BRANDS OF OMAHA	397.05			**MANUAL**
121126	6/02/2016	156 CREDIT MANAGEMENT SVCS	164.10			**MANUAL**
121127	6/02/2016	441 MESSERLI & KRAMER	285.02			**MANUAL**
121128	6/02/2016	4867 VAN RU CREDIT CORPORATION	45.76			**MANUAL**
121129	6/07/2016	4675 A TO Z DATABASES	909.00			
121130	6/07/2016	2892 AA WHEEL & TRUCK SUPPLY INC	67.12			
121131	6/07/2016	3983 ABE'S PORTABLES INC	95.00			
121132	6/07/2016	762 ACTION BATTERIES UNLTD INC	94.86			
121133	6/07/2016	435 AFL, LLC	55,392.00			
121134	6/07/2016	2723 AKSARBEN GARAGE DOOR SVCS INC	205.00			
121135	6/07/2016	571 ALAMAR UNIFORMS	157.20			
121136	6/07/2016	3140 ARCMATE MANUFACTURING CORP	161.50			
121137	6/07/2016	188 ASPHALT & CONCRETE MATERIALS	676.27			
121138	6/07/2016	2634 ATLAS AWNING CO INC	100.00			
121139	6/07/2016	849 BARONE SECURITY SYSTEMS	660.00			
121140	6/07/2016	3058 BAXTER CHRYSLER DODGE JEEP RAM	260.25			
121141	6/07/2016	929 BEACON BUILDING SERVICES	5,812.00			
121142	6/07/2016	4781 BISHOP BUSINESS EQUIPMENT	644.11			
121143	6/07/2016	249 BKD LLP	6,000.00			
121144	6/07/2016	196 BLACK HILLS ENERGY	2,399.74			
121145	6/07/2016	36 BRYAN HILL ENTERTAINMENT	375.00			
121146	6/07/2016	76 BUILDERS SUPPLY CO INC	61.45			
121147	6/07/2016	293 BRIAN BURKE	79.00			
121148	6/07/2016	4886 CADY-JONES, CHRISTINE	240.00			
121149	6/07/2016	4058 CALENTINE, JEFFREY	261.00			
121150	6/07/2016	523 CARROT-TOP INDUSTRIES INC	1,292.40			
121151	6/07/2016	2285 CENTER POINT PUBLISHING	302.58			
121152	6/07/2016	219 CENTURY LINK	209.34			
121153	6/07/2016	3124 CHIEF SCHOOL BUS SERVICE, INC	170.00			
121154	6/07/2016	152 CITY OF OMAHA	19.80			

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
121155	6/07/2016	301 CITY OF PAPILLION	.00	**CLEARED**	**VOIDED**	
121156	6/07/2016	301 CITY OF PAPILLION	.00	**CLEARED**	**VOIDED**	
121157	6/07/2016	301 CITY OF PAPILLION	5,563.33			
121158	6/07/2016	3126 COCA-COLA BOTTLING COMPANY	835.57			
121159	6/07/2016	3176 COMP CHOICE INC	.00	**CLEARED**	**VOIDED**	
121160	6/07/2016	3176 QMP CHOICE INC	386.00			
121161	6/07/2016	4615 CONSOLIDATED MANAGEMENT	516.71			
121162	6/07/2016	4807 CONTINENTAL RESEARCH CORP	625.91			
121163	6/07/2016	468 CONTROL MASTERS INCORPORATED	797.31			
121164	6/07/2016	2158 COX COMMUNICATIONS	160.09			
121165	6/07/2016	1676 CRANE, RAY	261.00			
121166	6/07/2016	707 CULLIGAN OF OMAHA	5.00			
121167	6/07/2016	3136 FIRST WIRELESS INC	406.02			
121168	6/07/2016	4863 D & K PRODUCTS	1,440.65			
121169	6/07/2016	4981 DATASHIELD CORPORATION	26.50			
121170	6/07/2016	3132 DEARBORN NATIONAL LIFE INS CO	.00	**CLEARED**	**VOIDED**	
121171	6/07/2016	3132 DEARBORN NATIONAL LIFE INS CO	5,424.75			
121172	6/07/2016	270 DECOSTA SPORTING GOODS	180.85			
121173	6/07/2016	619 DELL MARKETING L.P.	9,192.77			
121174	6/07/2016	111 DEMCO INCORPORATED	100.70			
121175	6/07/2016	77 DIAMOND VOGEL PAINTS	136.38			
121176	6/07/2016	4076 DIGITAL ALLY INCORPORATED	160.00			
121177	6/07/2016	3892 DILLON BROS HARLEY DAVIDSON	521.39			
121178	6/07/2016	434 DILLON BROS MOTORSPORTS	10,800.00			
121179	6/07/2016	374 DISPLAY SALES	554.50			
121180	6/07/2016	2149 DOUGLAS COUNTY SHERIFF'S OFC	212.50			
121181	6/07/2016	3334 EDGEWEAR SCREEN PRINTING	.00	**CLEARED**	**VOIDED**	
121182	6/07/2016	3334 EDGEWEAR SCREEN PRINTING	1,347.50			
121183	6/07/2016	4663 EN POINTE TECHNOLOGIES SALES	240.36			
121184	6/07/2016	1219 ENTERPRISE LOCKSMITHS INC	16.50			
121185	6/07/2016	2388 EXCHANGE BANK	305.79			
121186	6/07/2016	3205 EXPRESS ENTERPRISES	2,131.48			
121187	6/07/2016	4859 SPARTAN NASH LLC	10.56			
121188	6/07/2016	3159 FASTENAL COMPANY	65.51			
121189	6/07/2016	3460 FEDEX	22.58			
121190	6/07/2016	1235 FEDEX KINKO'S	12.15			
121191	6/07/2016	2061 FERGUSON ENTERPRISES INC #226	906.18			
121192	6/07/2016	1245 FILTER CARE	114.85			
121193	6/07/2016	1256 FIRST NATIONAL BANK FREMONT	212,583.44			
121194	6/07/2016	142 FITZGERALD SCHORR BARMETTLER	33,156.00			
121195	6/07/2016	354 FLAGSHOOTER INC	195.46			
121196	6/07/2016	3415 FOCUS PRINTING	.00	**CLEARED**	**VOIDED**	
121197	6/07/2016	3415 FOCUS PRINTING	.00	**CLEARED**	**VOIDED**	
121198	6/07/2016	3415 FOCUS PRINTING	8,498.65			
121199	6/07/2016	3984 G I CLEANER & TAILORS	324.50			
121200	6/07/2016	1344 GALE	75.72			
121201	6/07/2016	53 GCR TIRES & SERVICE	287.76			
121202	6/07/2016	403 MATTHEW JOHN GOLTL	1,048.00			
121203	6/07/2016	164 GRAINGER	1,235.79			
121204	6/07/2016	285 GRAYBAR ELECTRIC COMPANY INC	215.02			
121205	6/07/2016	71 GREENKEEPER COMPANY INC	1,591.38			
121206	6/07/2016	1044 H & H CHEVROLET LLC	913.56			
121207	6/07/2016	387 HARM'S CONCRETE INC	126.00			

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
121208	6/07/2016	3775 HARTS AUTO SUPPLY	176.00			
121209	6/07/2016	3657 HEARTLAND PAPER	844.00			
121210	6/07/2016	3681 HEARTLAND TIRES AND TREADS	1,879.20			
121211	6/07/2016	2407 HEIMES CORPORATION	.00	**CLEARED**	**VOIDED**	
121212	6/07/2016	2407 HEIMES CORPORATION	2,876.00			
121213	6/07/2016	3496 HELWIG, JOHN	39.00			
121214	6/07/2016	4178 HERITAGE CRYSTAL CLEAN LLC	86.36			
121215	6/07/2016	2108 HERTZ EQUIPMENT RENTAL CORP	650.00			
121216	6/07/2016	797 HOBBY LOBBY STORES INC	39.68			
121217	6/07/2016	630 HOCKENBERGS	102.03			
121218	6/07/2016	251 CHRISTINE HOIT	560.00			
121219	6/07/2016	3549 HOLSTEIN'S HARLEY DAVIDSON	167.66			
121220	6/07/2016	526 HOST COFFEE SERVICE INC	25.75			
121221	6/07/2016	376 HURST, JEAN	109.08			
121222	6/07/2016	2323 INGRAM LIBRARY SERVICES	2,525.75			
121223	6/07/2016	3050 INSIGHT PUBLIC SECTOR	437.00			
121224	6/07/2016	835 IVERSON, DENNIS	79.00			
121225	6/07/2016	4851 J & J SMALL ENGINE SERVICE	163.40			
121226	6/07/2016	430 JEBRO INC	123.00			
121227	6/07/2016	100 JOHNSTONE SUPPLY CO	100.79			
121228	6/07/2016	2653 JONES AUTOMOTIVE INC	208.00			
121229	6/07/2016	223 KAPCO-KENT ADHESIVE PRODS CO	57.89			
121230	6/07/2016	4394 KAUFMAN TRAILERS INCORPORATED	6,190.00			
121231	6/07/2016	169 KELLY'S CARPET OMAHA	1,410.61			
121232	6/07/2016	3687 KIMBALL MIDWEST	211.09			
121233	6/07/2016	1054 MARK A KLINKER	200.00			
121234	6/07/2016	417 KRAV MAGA WORLDWIDE INC	750.00			
121235	6/07/2016	2394 KRIHA FLUID POWER CO INC	89.92			
121236	6/07/2016	2057 LA VISTA COMMUNITY FOUNDATION	60.00			
121237	6/07/2016	4425 LANDPORT SYSTEMS INC	125.00			
121238	6/07/2016	381 LANDS' END BUSINESS OUTFITTERS	1,297.98			
121239	6/07/2016	4330 LARSEN SUPPLY COMPANY	747.08			
121240	6/07/2016	4784 LIBRARY IDEAS LLC	2.50			
121241	6/07/2016	3370 LIFEGUARD STORE INC	129.44			
121242	6/07/2016	1573 LOGAN CONTRACTORS SUPPLY	84.84			
121243	6/07/2016	4516 LOGO LOGIX EMBROIDERY & SCREEN	1,676.00			
121244	6/07/2016	4560 LOWE'S CREDIT SERVICES	5.32			
121245	6/07/2016	3833 LUEDERS LOCK & KEY INC	420.00			
121246	6/07/2016	877 MATHESON TRI-GAS INC	51.92			
121247	6/07/2016	3066 MATT PARROTT/STOREY KENWORTHY	.00	**CLEARED**	**VOIDED**	
121248	6/07/2016	3066 MATT PARROTT/STOREY KENWORTHY	.00	**CLEARED**	**VOIDED**	
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121250	6/07/2016	346 MAX I WALKER UNIFORM RENTAL	.00	**CLEARED**	**VOIDED**	
121251	6/07/2016	346 MAX I WALKER UNIFORM RENTAL	901.47			
121252	6/07/2016	588 MENARDS-BELLEVUE	85.39			
121253	6/07/2016	4943 MENARDS-RALSTON	777.85			
121254	6/07/2016	872 METROPOLITAN COMMUNITY COLLEGE	18,207.55			
121255	6/07/2016	553 METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**	
121256	6/07/2016	553 METROPOLITAN UTILITIES DIST.	2,136.73			
121257	6/07/2016	98 MICHAEL TODD AND COMPANY INC	5,557.45			
121258	6/07/2016	184 MID CON SYSTEMS INCORPORATED	445.80			
121259	6/07/2016	398 MID-AMERICAN BENEFITS INC	604.50			
121260	6/07/2016	4479 MID-IOWA SOLID WASTE EQUIP CO	463.72			

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
121261	6/07/2016	1526 MIDLANDS LIGHTING & ELECTRIC	69.52			
121262	6/07/2016	2299 MIDWEST TAPE	344.09			
121263	6/07/2016	1046 MIDWEST TURF & IRRIGATION	13.48			
121264	6/07/2016	383 MIRACLE RECREATION EQUIPMENT	576.00			
121265	6/07/2016	429 CYNTHIA MISEREZ	298.12			
121266	6/07/2016	830 MOBOTREX MOBILITY & TRAFFIC	1,098.50			
121267	6/07/2016	2382 MONARCH OIL INC	175.00			
121268	6/07/2016	4855 MONTPELIER GLOVE & SAFETY PROD	228.25			
121269	6/07/2016	2550 MSC INDUSTRIAL SUPPLY CO	210.12			
121270	6/07/2016	2818 MULHALL'S	11,989.57			
121271	6/07/2016	342 MUNICIPAL PIPE TOOL CO LLC	1,813.69			
121272	6/07/2016	298 PABLO NAVARRETE	79.00			
121273	6/07/2016	1804 NEBRASKA BUSINESS ELECTRONICS	61.00			
121274	6/07/2016	407 NEBRASKA CODE OFFICIALS ASSN	300.00			
121275	6/07/2016	1907 NEBRASKA IOWA INDL FASTENERS	27.67			
121276	6/07/2016	370 NEBRASKA LAW ENFORCEMENT	200.00			
121277	6/07/2016	1290 NEBRASKA NOTARY ASSOCIATION	204.00			
121278	6/07/2016	408 NOBBIES INC	53.82			
121279	6/07/2016	179 NUTS AND BOLTS INCORPORATED	6.09			
121280	6/07/2016	1831 O'REILLY AUTOMOTIVE STORES INC	268.24			
121281	6/07/2016	1808 OCLC INC	123.61			
121282	6/07/2016	1014 OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**	
121283	6/07/2016	1014 OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**	
121284	6/07/2016	1014 OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**	
121285	6/07/2016	1014 OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**	
121286	6/07/2016	1014 OFFICE DEPOT INC	717.24			
121287	6/07/2016	79 OMAHA COMPOUND COMPANY	729.75			
121288	6/07/2016	195 OMAHA PUBLIC POWER DISTRICT	614.25			
121289	6/07/2016	3154 OMAHA WINDUSTRIAL CO	209.49			
121290	6/07/2016	319 OMAHA WINNELSON	170.10			
121291	6/07/2016	46 OMAHA WORLD-HERALD	525.62			
121292	6/07/2016	167 OMNI	250.79			
121293	6/07/2016	109 OMNIGRAPHICS INC	163.70			
121294	6/07/2016	4815 ONE CALL CONCEPTS INC	306.75			
121295	6/07/2016	3935 ORIENTAL TRADING COMPANY	235.08			
121296	6/07/2016	976 PAPILLION TIRE INCORPORATED	87.67			
121297	6/07/2016	2589 PAPIO-MO RVR NRD WATERSHED	5,000.00			
121298	6/07/2016	4654 PAYFLEX SYSTEMS USA INC	251.55			
121299	6/07/2016	1769 PAYLESS OFFICE PRODUCTS INC	.00	**CLEARED**	**VOIDED**	
121300	6/07/2016	1769 PAYLESS OFFICE PRODUCTS INC	214.89			
121301	6/07/2016	709 PEPSI COLA COMPANY	970.08			
121302	6/07/2016	1784 PLAINS EQUIPMENT GROUP	775.81			
121303	6/07/2016	2552 PLUTA, DON	79.00			
121304	6/07/2016	389 QUALITY STRUCTURES INC	3,040.00			
121305	6/07/2016	58 RAINBOW GLASS & SUPPLY	169.00			
121306	6/07/2016	1121 RALSTON ADVERTISING	636.40			
121307	6/07/2016	191 READY MIXED CONCRETE COMPANY	220.26			
121308	6/07/2016	3640 RECREATION SUPPLY CO INC	1,634.79			
121309	6/07/2016	3090 REGAL AWARDS OF DISTINCTION	58.95			
121310	6/07/2016	2930 REPUBLIC NATIONAL DISTR CO LLC	348.25			
121311	6/07/2016	3774 RETRIEVEX	125.61			
121312	6/07/2016	1335 SARPY COUNTY CHAMBER OF	40.00			
121313	6/07/2016	2240 SARPY COUNTY COURTHOUSE	4,100.37			

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Fri Jun 3, 2016 11:44 AM

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City of Lavista  
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

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BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
121314	6/07/2016	168 SARPY COUNTY LANDFILL	80.50			
121315	6/07/2016	3457 SCARPA, DAN	79.00			
121316	6/07/2016	1652 SCHOLASTIC BOOK FAIRS	851.56			
121317	6/07/2016	4836 SEFFRON, RANDY	39.00			
121318	6/07/2016	3779 SEVENER, DUTCH	79.00			
121319	6/07/2016	738 SIGN IT	1,008.00			
121320	6/07/2016	533 SOUCIE, JOSEPH H JR	881.21			
121321	6/07/2016	221 RYAN SOUTH	261.00			
121322	6/07/2016	3838 SPRINT	119.97			
121323	6/07/2016	505 STANDARD HEATING AND AIR COND	453.21			
121324	6/07/2016	4335 STOLTENBERG NURSERIES	153.50			
121325	6/07/2016	3795 SUN COUNTRY DISTRIBUTING LTD	29.82			
121326	6/07/2016	264 TED'S MOWER SALES & SERVICE	209.37			
121327	6/07/2016	822 THERMO KING CHRISTENSEN	1,108.45			
121328	6/07/2016	961 TIELKE'S SANDWICHES	16.56			
121329	6/07/2016	4150 TOMSU, LINDSEY	34.95			
121330	6/07/2016	176 TURFWERKS	816.18			
121331	6/07/2016	4632 UPS STORE	1,238.11			
121332	6/07/2016	4800 USBORNE BOOKS & MORE	314.03			
121333	6/07/2016	4480 VAL VERDE ANIMAL HOSPITAL INC	31.50			
121334	6/07/2016	809 VERIZON WIRELESS	180.56			
121335	6/07/2016	809 VERIZON WIRELESS	76.50			
121336	6/07/2016	1174 WAL-MART COMMUNITY BRC	.00	**CLEARED**	**VOIDED**	
121337	6/07/2016	1174 WAL-MART COMMUNITY BRC	.00	**CLEARED**	**VOIDED**	
121338	6/07/2016	1174 WAL-MART COMMUNITY BRC	1,915.61			
121339	6/07/2016	1919 WAUGH, BRYAN	261.00			
121340	6/07/2016	968 WICK'S STERLING TRUCKS INC	41.53			
121341	6/07/2016	295 ZEE MEDICAL SERVICE INC	243.95			

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Payroll Checks

1260896	5/20/2016	5017 EFTPS	Federal Payroll Taxes	69,134.22	**E-PAY**
1260897	5/20/2016	5018 NE STATE INCOME TAX		10,192.74	**E-PAY**
1260898	5/20/2016	5019 ICMA PAYROLL	Pension	33,992.72	**E-PAY**
1260899	5/20/2016	5020 NE CHILD SUPPORT PAYMENT CTR		715.08	**E-PAY**
1260900	5/20/2016	5023 LFOP DUES		1,340.00	**E-PAY**
1260901	5/20/2016	5024 POLICE INSURANCE		261.89	**E-PAY**
1260902	5/20/2016	5025 529 CSP	College Savings Plan	50.00	**E-PAY**
1260910	6/03/2016	5017 EFTPS	Federal Payroll Taxes	73,909.25	**E-PAY**
1260911	6/03/2016	5018 NE STATE INCOME TAX		10,883.92	**E-PAY**
1260912	6/03/2016	5019 ICMA PAYROLL	Pension	36,895.30	**E-PAY**
1260913	6/03/2016	5020 NE CHILD SUPPORT PAYMENT CTR		715.08	**E-PAY**
1260914	6/03/2016	5023 LFOP DUES		1,340.00	**E-PAY**
1260915	6/03/2016	5024 POLICE INSURANCE		261.89	**E-PAY**
1260916	6/03/2016	5025 529 CSP	College Savings Plan	50.00	**E-PAY**

BANK TOTAL	808,253.67
OUTSTANDING	808,253.67
CLEARED	.00
VOIDED	.00

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Fri Jun 3, 2016 11:44 AM

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City of Lavista  
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

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## BANK NO BANK NAME

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FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
01 GENERAL FUND	428,916.22	428,916.22	.00	.00
02 SEWER FUND	41,851.61	41,851.61	.00	.00
04 BOND(S) DEBT SERVICE FUND	212,583.44	212,583.44	.00	.00
05 CONSTRUCTION	81,667.16	81,667.16	.00	.00
08 LOTTERY FUND	14,606.02	14,606.02	.00	.00
09 GOLF COURSE FUND	16,402.90	16,402.90	.00	.00
15 OFF-STREET PARKING	270.62	270.62	.00	.00
16 REDEVELOPMENT	11,955.70	11,955.70	.00	.00
REPORT	TOTAL OUTSTANDING CLEARED VOIDED	808,253.67 808,253.67 .00 .00		
+ Gross Payroll 05/20/16	366,137.44			
+ Gross Payroll 06/03/16	390,151.04			
- Payroll EFT Payments	<u>239,330.09</u>			
GRAND TOTAL		\$1,325,212.06		

APPROVED BY COUNCIL MEMBERS 06/07/16

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COUNCIL MEMBER

ITEM B

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JUNE 7, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PUBLIC HEARING ON PROPOSED REDEVELOPMENT PROJECTS FOR THE 84 <sup>TH</sup> STREET REDEVELOPMENT AREA	RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing of the City of La Vista will be held on proposed redevelopment projects in the 84<sup>th</sup> Street Redevelopment Area.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Conduct public hearing.

**BACKGROUND**

On February 7, 2012, the City Council adopted Resolution No. 12-011 declaring the 84<sup>th</sup> Street Redevelopment Area a substandard and blighted area, and in need of redevelopment.

Also on February 7, 2012, the City Council created the La Vista Community Development Agency, governed by the Mayor and City Council and providing for actions of the Agency to be taken at City Council meetings.

The City Council on July 16, 2013 approved a Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area (“Redevelopment Plan”).

Amendments to the Redevelopment Plan and City comprehensive development plan will be presented at a later time for proposed redevelopment projects in the 84<sup>th</sup> Street Redevelopment Area described in the following sentences (“Redevelopment Plan and Comprehensive Plan Amendments”). The proposed redevelopment projects involve the City of La Vista (“City”) and La Vista Community Development Agency (“Agency”) and areas on or in the vicinity of the La Vista Falls Golf Course, City swimming pool, and Brentwood Crossing (which is in the vicinity of 84<sup>th</sup> and Brentwood Drive), with City or Agency involvement in the projects proposed to include without limitation, acquisition or construction of public streets, offstreet parking facilities, or recreational areas; demolition, removal, or disposal of existing buildings or improvements; relocation of existing utilities or businesses; grading or other preparation of the site; acquisition of all rights, and taking all actions, necessary or appropriate to perform the projects or work; and required funding (“Projects”). The engineer’s preliminary estimate of costs of such multi-year Projects is \$54.1 million, with first phase costs in the initial years estimated at \$28.1 million for City or Agency work on the Brentwood Crossing site, and \$8.0 million for City or Agency work on or in the vicinity of the La Vista Falls Golf Course, City swimming pool, or

otherwise not on the Brentwood Crossing site. Allocation of performance or costs as between City and Agency shall be determined; initial estimates provide for allocation of performance as 90% City and 10% Agency.

A public hearing pursuant to Neb. Rev. Stat. Section 18-2528(4) will be held on the proposed Projects. Resolutions to approve the Projects will be presented for consideration at a later meeting, which approval would be subject to adoption of the Redevelopment Plan and Comprehensive Plan Amendments, definitive documents, agreements, and instruments, and satisfaction of any other applicable requirements of the Community Development Law or other applicable laws.

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**CITY OF LA VISTA**  
**LA VISTA COMMUNITY DEVELOPMENT AGENCY REPORT**  
**JUNE 7, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PUBLIC HEARING ON PROPOSED REDEVELOPMENT PROJECTS FOR THE 84 <sup>TH</sup> STREET REDEVELOPMENT AREA	RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing of the La Vista Community Development Agency will be held on proposed redevelopment projects in the 84<sup>th</sup> Street Redevelopment Area.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Conduct public hearing.

**BACKGROUND**

On February 7, 2012, the City Council adopted Resolution No. 12-011 declaring the 84<sup>th</sup> Street Redevelopment Area a substandard and blighted area, and in need of redevelopment.

Also on February 7, 2012, the City Council created the La Vista Community Development Agency, governed by the Mayor and City Council and providing for actions of the Agency to be taken at City Council meetings.

The City Council on July 16, 2013 approved a Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area (“Redevelopment Plan”).

Amendments to the Redevelopment Plan and City comprehensive development plan will be presented at a later time for proposed redevelopment projects in the 84<sup>th</sup> Street Redevelopment Area described in the following sentences (“Redevelopment Plan and Comprehensive Plan Amendments”). The proposed redevelopment projects involve the City of La Vista (“City”) and La Vista Community Development Agency (“Agency”) and areas on or in the vicinity of the La Vista Falls Golf Course, City swimming pool, and Brentwood Crossing (which is in the vicinity of 84<sup>th</sup> and Brentwood Drive), with City or Agency involvement in the projects proposed to include without limitation, acquisition or construction of public streets, offstreet parking facilities, or recreational areas; demolition, removal, or disposal of existing buildings or improvements; relocation of existing utilities or businesses; grading or other preparation of the site; acquisition of all rights, and taking all actions, necessary or appropriate to perform the projects or work; and required funding (“Projects”). The engineer’s preliminary estimate of costs of such multi-year Projects is \$54.1 million, with first phase costs in the initial years estimated at \$28.1 million for City or Agency work on the Brentwood Crossing site, and \$8.0 million for City or Agency work on or in the vicinity of the La Vista Falls Golf Course, City swimming pool, or

otherwise not on the Brentwood Crossing site. Allocation of performance or costs as between City and Agency shall be determined; initial estimates provide for allocation of performance as 90% City and 10% Agency.

A public hearing pursuant to Neb. Rev. Stat. Section 18-2528(4) will be held on the proposed Projects. Resolutions to approve the Projects will be presented for consideration at a later meeting, which approval would be subject to adoption of the Redevelopment Plan and Comprehensive Plan Amendments, definitive documents, agreements, and instruments, and satisfaction of any other applicable requirements of the Community Development Law or other applicable laws.

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**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 7, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
MEMORANDUM OF UNDERSTANDING - CITY OF OMAHA - 84 <sup>TH</sup> STREET ADAPTIVE TRAFFIC SIGNALS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the Public Works Director to execute a Memorandum of Understanding with the City of Omaha for the design and operation of an adaptive signal control technology system on 84<sup>th</sup> Street from West Center Road in Omaha to Lincoln Road in Papillion.

**FISCAL IMPACT**

The FY 16 Capital Improvement Program Budget provides funding for La Vista's share of the project cost.

**RECOMMENDATION**

Approval

**BACKGROUND**

The Memorandum of Understanding (MOU) provides for the City of Omaha to lead the design and to assume full operational responsibilities for the traffic signals along the entire corridor from West Center Road to Lincoln Road. The Memorandum of Understanding (MOU) also includes the NDOR, City of Ralston, and City of Papillion. The MOU identifies allocation of costs for initial installation and allocation of ongoing operational costs.

The participating agencies (NDOR, Ralston, Papillion and La Vista) will retain ownership and maintenance responsibilities. The MOU provides for annual operating costs to be reimbursed to the City of Omaha. The annual cost to La Vista for these services is \$4,000. The term of this MOU is through December 31, 2018. The parties will review and extend or modify the MOU at that point as required.

The total project cost is estimated to be \$4,672,590 with 90 percent to be federal funds. The estimated La Vista share of the local costs is \$67,645. This is Project Number PWST-13-011.

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

A RESOLUTION OF THE CITY OF LA VISTA, APPROVING AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF OMAHA FOR THE DESIGN AND OPERATION OF AN ADAPTIVE SIGNAL CONTROL TECHNOLOGY SYSTEM ON 84<sup>TH</sup> STREET FROM WEST CENTER ROAD IN OMAHA TO LINCOLN ROAD IN PAPILLION FOR AN ESTIMATED LOCAL COST OF \$67,645.

WHEREAS, the Mayor and City Council, have determined that the installation of an adaptive signal control technology system is necessary; and

WHEREAS, the City of Omaha will lead the design and assume full operational responsibilities for the traffic signals along the entire corridor from West Center Road to Lincoln Road; and

WHEREAS, the participating agencies include the Cities of Omaha, Papillion, Ralston and La Vista, and the Nebraska Department of Roads; and

WHEREAS, the participating agencies will retain ownership and maintenance responsibilities; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council do hereby approve and authorize the execution of a Memorandum of Understanding with the City of Omaha for the design and operation of an adaptive signal control technology system on 84<sup>th</sup> Street from West Center Road in Omaha to Lincoln Road in Papillion for an estimated local cost of \$67,645.

PASSED AND APPROVED THIS 7TH DAY OF JUNE, 2016.

**CITY OF LA VISTA**

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**Douglas Kindig, Mayor**

ATTEST:

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**Rita M. Ramirez**  
Assistant City Administrator

## Memorandum of Understanding (MOU)

### Design, Operations, and Maintenance of the Adaptive Signal Control Technology System (ASCT)

#### Along 84<sup>th</sup> Street (N-85) from West Center Road (Omaha) to Lincoln Road (Papillion)

April 28, 2016

#### I. PROJECT OVERVIEW

In 2011, the Metropolitan Area Planning Agency (MAPA) commissioned a project to coordinate traffic signals along 84<sup>th</sup> Street from West Center Road in Omaha to Lincoln Road in Papillion. One of the recommendations as a result of that project was to install an adaptive signal control technology (ASCT) system along the corridor. Since that time, the City of Omaha has completed a traffic signal system master plan, and MAPA has completed preliminary systems engineering for ASCT along the corridor. As part of stakeholder meetings held in 2015, the City of Omaha is leading the project and is seeking Highway Safety Improvement Program (HSIP) funds for the capital improvements. Other participating agencies include the Nebraska Department of Roads, City of Ralston, City of La Vista, and City of Papillion. Table 1 summarizes the signals along the corridor, the jurisdiction in which it is located, the existing owning agency, and the existing operating/maintaining agency.

Table 1 – Signals in the 84<sup>th</sup> St ASCT Corridor

Traffic Signal	Jurisdiction	Existing Owner	Existing Operations and Maintenance
84th St & West Center Rd	Omaha	Omaha	Omaha
84th St & Spring St	Omaha	Omaha	Omaha
84th St & Hascall St	Omaha	Omaha	Omaha
84th St & Grover St	Omaha	Omaha	Omaha
84th St & Papillion Pkwy	Omaha	Omaha	Omaha
84th St & I-80 WB Ramp	Omaha	Omaha	Omaha
84th St & I-80 EB Ramp	Omaha	Omaha	Omaha
84th St & F St	Omaha	Omaha	Omaha
84th St (N-85) & I St (US-275/N-92)	Omaha	Omaha	Omaha
84th St (N-85) & Lakeview St	Omaha/Ralston	Omaha	Omaha
84th St (N-85) & Q St	Omaha/Ralston	Omaha	Omaha
84th St (N-85) & Park Dr	Ralston	NDOR/Ralston	NDOR
84th St (N-85) & Madison St	Ralston	NDOR/Ralston	NDOR
84th St (N-85) & Harrison St	Ralston/La Vista	NDOR/Ralston/La Vista	Omaha
83rd St & Harrison St	Ralston/La Vista	Ralston/La Vista	Omaha
84th St (N-85) & Park View Boulevard	La Vista	NDOR/La Vista	NDOR
84th St (N-85) & Summer Dr	La Vista	NDOR/La Vista	NDOR
84th St (N-85) & Brentwood Dr	La Vista	NDOR/La Vista	NDOR
Granville Pkwy & Brentwood Dr	La Vista	La Vista	La Vista
84th St (N-85) & Giles Rd	La Vista/Papillion	NDOR/La Vista/Papillion	NDOR
85th St & Giles Rd	La Vista/Papillion	La Vista/Papillion	La Vista/Papillion
Washington St (N-85) & Cary St	Papillion	NDOR/Papillion	NDOR
Washington St (N-85) & Centennial Rd	Papillion	NDOR/Papillion	NDOR
Washington St (N-85) & Hogan Dr	Papillion	NDOR/Papillion	NDOR
Washington St (N-85) & 6th St	Papillion	NDOR/Papillion	NDOR
Washington St (N-85) & 1st St	Papillion	NDOR/Papillion	NDOR
Washington St (N-85) & Lincoln St	Papillion	NDOR/Papillion	NDOR

Based on past stakeholder discussions, the City of Omaha will lead the design and assume full operations responsibilities for the traffic signals along this entire project corridor. However, existing agencies will retain ownership and maintenance responsibilities. The purpose of this MOU is to describe activities for which each participating agency is responsible, as well as cost sharing for capital, operations, and maintenance activities.

## II. COST-SHARING

Costs of ASCT capital improvements and operations and maintenance will be shared among participating agencies as summarized in Table 2.

*Table 2 – Summary of ASCT Cost-Sharing among Participating Agencies<sup>\*</sup>*

Intersection/Location	Cost-Sharing Responsibility (Capital, Operations, Maintenance)			
	City of Omaha	Omaha Public Power District	Nebraska Department of Transportation	Other Agencies
84th St & West Center Rd	100%			
84th St & Spring St	100%			
84th St & Haskell St	100%			
84th St & Grover St	100%			
84th St & Papillion Pkwy	100%			
84th St & I-80 WB Ramp	100%			
84th St & I-80 EB Ramp	100%			
84th St & F St	100%			
84th St (N-85) & L St (US-275/N-92)	100%			
84th St (N-85) & Lakeview St	75%	25%		
84th St (N-85) & Q St	75%	25%		
84th St (N-85) & Park Dr		50%	50%	
84th St (N-85) & Madison St		50%	50%	
84th St (N-85) & Harrison St		50%	25%	25%
83rd St & Harrison St			50%	50%
84th St (N-85) & Park View Boulevard		50%		50%
84th St (N-85) & Summer Dr		50%		50%
84th St (N-85) & Brentwood Dr		50%		50%
Granville Pkwy & Brentwood Dr				100%
84th St (N-85) & Giles Rd		50%	25%	25%
85th St & Giles Rd				50%
Washington St (N-85) & Cary St		50%		50%
Washington St (N-85) & Centennial Rd		50%		50%
Washington St (N-85) & Hogan Dr		50%		50%
Washington St (N-85) & 6th St		50%		50%
Washington St (N-85) & 1st St		50%		50%
Washington St (N-85) & Lincoln St		50%		50%

*\* The allocation shown in this table is for ASCT cost sharing only and does not indicate any change in existing signal cost sharing arrangements for non-ASCT equipment and maintenance.*

## III. ASCT CAPITAL IMPROVEMENTS

The following components will be upgraded as part of the ASCT project:

- Controllers – Existing controllers will be replaced with a rack-mount ATC controller with a local controller software to be determined by City of Omaha staff.
- ASCT Software – A single ASCT system will be selected for the entire corridor. The system will be selected using a best value procurement consistent with Systems Engineering (SE) processes through the refinement of needs and requirements that were first identified as part of the MAPA SE project by all participating agencies.
- ASCT Hardware – Any ASCT hardware or “black box” required by the selected ASCT system will be installed and configured at each signal.

- D. Detection – Depending on the ASCT system selected, existing detection will be replaced, modified, or supplemented with additional detection.
- E. Cabinets – Existing Type 332 cabinets will be retained if in good condition and have available space for any additional ASCT components. All other cabinets will be upgraded to a Type 332, 332S, or 332D.
- F. PTZ Cameras – Cameras will be deployed along the corridor at approximately half-mile spacing to provide traffic monitoring capabilities and ASCT system management.
- G. Communications – Single mode fiber optic cable will be deployed to all signals along the corridor to provide reliable, high-speed, high-capacity communications. This may include but is not limited to the following methods: 1) Existing conduit and cable owned by participating agencies, 2) Installation of new conduit and cable by participating agencies, 3) Expansion of existing lease agreements with private communications providers, or 4) Execution of new lease agreements with private communications providers. Regardless of the method used, at least 18 fibers shall be solely reserved for the management and monitoring of the Traffic Signal System and the ASCT system and physically separated from other fibers within the same cable. In addition to fiber, a wireless radio network will also be deployed to provide a redundant communications path.
- H. Miscellaneous Items – At certain intersections, other improvements such as LED indications, pedestrian push buttons, and other modifications to signal heads and signs are also included.

The total funding identified for the ASCT system is \$4,672,590, which includes design, utilities, construction, and construction engineering activities. Because HSIP funds are anticipated, 90% of the capital costs will be funded with the HSIP funds, and a 10% local match is required. The share of local match for each participating agency, based upon the proportions identified in Table 2, is summarized in Table 3.

*Table 3 – Share of ASCT Capital Costs for Participating Agencies*

84th St & West Center Rd	\$13,996	\$13,996			
84th St & Spring St	\$15,242	\$15,242			
84th St & Hascall St	\$14,362	\$14,362			
84th St & Grover St	\$14,362	\$14,362			
84th St & Papillion Pkwy	\$13,043	\$13,043			
84th St & I-80 WB Ramp	\$13,116	\$13,116			
84th St & I-80 EB Ramp	\$13,116	\$13,116			
84th St & F St	\$13,043	\$13,043			
84th St (N-85) & L St (US-275/N-92)	\$15,139	\$15,139			
84th St (N-85) & Lakeview St	\$19,947	\$14,960		\$4,987	
84th St (N-85) & Q St	\$20,284	\$15,213		\$5,071	
84th St (N-85) & Park Dr	\$15,242		\$7,621	\$7,621	
84th St (N-85) & Madison St	\$14,362		\$7,181	\$7,181	
84th St (N-85) & Harrison St	\$16,194		\$8,097	\$4,049	\$4,049
83rd St & Harrison St	\$15,242			\$7,621	\$7,621
84th St (N-85) & Park View Boulevard	\$14,582		\$7,291		\$7,291
84th St (N-85) & Summer Dr	\$20,761		\$10,381		\$10,381
84th St (N-85) & Brentwood Dr	\$20,274		\$10,137		\$10,137
Granville Pkwy & Brentwood Dr	\$13,318				\$13,318
84th St (N-85) & Giles Rd	\$22,558		\$11,279		\$5,640
85th St & Giles Rd	\$18,419			\$9,209	\$9,209
Washington St (N-85) & Cary St	\$22,791		\$11,396		\$11,396
Washington St (N-85) & Centennial Rd	\$20,579		\$10,289		\$10,289
Washington St (N-85) & Hogan Dr	\$23,377		\$11,689		\$11,689
Washington St (N-85) & 6th St	\$20,829		\$10,414		\$10,414
Washington St (N-85) & 1st St	\$25,573		\$12,787		\$12,787
Washington St (N-85) & Lincoln St	\$17,506		\$8,753		\$8,753
<b>Totals</b>	<b>\$467,259</b>	<b>\$155,593</b>	<b>\$127,315</b>	<b>\$36,529</b>	<b>\$67,645</b>
					<b>\$80,177</b>

#### IV. TRAFFIC SIGNAL OPERATIONS

The City of Omaha will operate controllers, ASCT software, and other items specifically described below.

- A. Controllers – The City of Omaha is solely responsible for developing, implementing, and maintaining traffic signal controller databases, including clearance intervals, timing plans, schedules, etc.
- B. ASCT Software – The City of Omaha is solely responsible for developing, maintaining, and operating the ASCT software and databases. The City of Omaha will provide any available information or documentation related to the operation, configuration, performance, or maintenance of the ASCT system as requested by participating agencies.
- C. PTZ Cameras – The City of Omaha will operate PTZ cameras for the purposes of monitoring traffic operations and the management of the ASCT system. Participating agencies will have access to the PTZ cameras, including pan-tilt-zoom capabilities.
- D. Communications – The City of Omaha will monitor operations and performance of the fiber optic and wireless communications systems.
- E. To the extent practical, participating agency staff can be provided viewer access to the ATMS, ASCT, and network management software systems. The City of Omaha will configure these software systems to directly notify participating agency staff of equipment failures or signal malfunctions. The City of Omaha will coordinate with participating agency staff as needed to further troubleshoot, diagnose, and repair signals.

Costs for operations shall be \$1,000.00, annually, per location, plus any additional ASCT software/licensing/maintenance costs (which will be determined at procurement). These costs shall be divided among the participating agencies per the proportions identified in Table 2. Table 4 summarizes the share of annual operations costs for each of the participating agencies.

*Table 4 – Share of Annual Operations Costs for Participating Agencies*

Location	Cost	Share	Share	Share	Share
84th St (N-85) & Lakeview St	\$1,000		\$250		
84th St (N-85) & Q St	\$1,000		\$250		
84th St (N-85) & Park Dr	\$1,000	\$500	\$500		
84th St (N-85) & Madison St	\$1,000	\$500	\$500		
84th St (N-85) & Harrison St	\$1,000	\$500	\$250	\$250	
83rd St & Harrison St	\$1,000		\$500	\$500	
84th St (N-85) & Park View Boulevard	\$1,000	\$500		\$500	
84th St (N-85) & 83rd Dr	\$1,000	\$500		\$500	
84th St (N-85) & Brentwood Dr	\$1,000	\$500		\$500	
Granville Pkwy & Brentwood Dr	\$1,000			\$1,000	
84th St (N-85) & Giles Rd	\$1,000	\$500		\$250	\$250
85th St & Giles Rd	\$1,000			\$500	\$500
Washington St (N-85) & Cary St	\$1,000	\$500			\$500
Washington St (N-85) & Centennial Rd	\$1,000	\$500			\$500
Washington St (N-85) & Hogan Dr	\$1,000	\$500			\$500
Washington St (N-85) & 6th St	\$1,000	\$500			\$500
Washington St (N-85) & 1st St	\$1,000	\$500			\$500
Washington St (N-85) & Lincoln St	\$1,000	\$500			\$500
Totals		\$6,500	\$2,250	\$4,000	\$3,750

\* Does not include ASCT software licensing/maintenance costs

Future operational improvements, such as implementation of left turn arrows, modifications to signal phasing, or requests for other physical changes shall be subject to City of Omaha policies and evaluation by City of Omaha staff. Modifications to controller databases or ASCT system parameters is included in the operations costs described above, however, equipment and installations costs associated with these improvements will be shared among the participating agencies as summarized in Table 2.

## **V. TRAFFIC SIGNAL MAINTENANCE**

The agency responsible for existing traffic signal maintenance will continue to maintain most traffic signal components, including detection, cabinets, PTZ cameras, communications, and signs, with the exception of any items noted below.

- A. If the participating agency requests the City of Omaha to provide and replace any controllers or ASCT hardware, the City of Omaha will directly bill the participating agency for labor and equipment costs on an annual basis (above and beyond the \$1,000 per signal operations cost).
- B. The City of Omaha will monitor the communications system and notify the agency owning the communications system of a failure. Each participating agency is responsible for the maintenance of the communications infrastructure (conduit/fiber optic cable, wireless devices). In addition, the owning agency is responsible for locating underground facilities.
- C. Power used for each signal will be metered and paid for by the jurisdiction in which the signal is located, as it is now.
- D. Exceptions – The City of Omaha will not assume any maintenance activities associated with the following: signing, pavement markings, maintenance of pavement surfaces, snow plowing, mowing, weed control, or any other non-signal-related activities.

## **VI. FUTURE TRAFFIC SIGNAL CAPITAL OR OPERATIONAL IMPROVEMENTS**

The costs of future ASCT capital improvements shall be shared among participating agencies per the proportions identified in Table 2, unless otherwise agreed upon at that time. Other capital improvements could include, but is not limited to, traffic signal rebuilds, modifications to traffic signals due to public improvement projects (roadway widening), and modifications to traffic signals due to development-related projects, addition of left turn arrows, etc. which would be shared as determined by the affected agencies when such improvements occur. Participating agencies are responsible for notifying the City of Omaha when improvements take place that require operational changes to the controller databases or ASCT system.

## **VII. TERMS OF MOU**

The terms of this MOU shall be effective until December 31, 2018, at which point participating agencies will agree to extend or modify the MOU for a new term.

## **VIII. INTERLOCAL COOPERATION ACT PROVISIONS.**

This MOU 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 MOU. There shall be no jointly held property as a result of this MOU. Upon termination, each party shall retain ownership of the property it owns at the time of termination. This MOU does not authorize the levying, collecting or accounting of any tax.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Copy 1 of 5

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 7, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ENGINEERING SERVICES		
CONTRACT AUTHORIZATION	◆ RESOLUTION	JOHN KOTTMANN
TRAFFIC IMPACT STUDY	ORDINANCE	CITY ENGINEER/ASSISTANT
NEBRASKA MULTI SPORTS COMPLEX	RECEIVE/FILE	PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the Public Works Director to sign a Professional Services Agreement with Olsson Associates (OA) to provide traffic engineering services regarding the proposed Nebraska Multi Sports Complex in an amount not to exceed \$21,627.42.

**FISCAL IMPACT**

The FY 16 Capital Improvement Program provides funding for the proposed study.

**RECOMMENDATION**

Approval

**BACKGROUND**

At the November 3, 2015 City Council meeting a Statement of Intent was approved that indicated the City would provide infrastructure support related to the proposed Nebraska Multi Sports Complex. Since that time development activity in the Southport area has increased. Olsson Associates has been involved in developing site plans for the Complex and has participated in meetings with the City and the Nebraska Department of Roads (NDOR) to identify the scope of issues to be addressed in a traffic impact analysis. Due to their involvement in the project, the City Engineer requested Olsson Associates to prepare a proposal to conduct the traffic impact analysis. The City Engineer will engage the services of Felsburg, Holt and Ullevig to assist in the review of the analyses that are performed by Olsson Associates. The results of the traffic impact analysis will be important in identifying and prioritizing roadway and traffic control infrastructure improvements in the Southport area to serve the Nebraska Multi Sports Complex and the ongoing development activity surrounding the Complex.

The services will also include recommendations for major event traffic management and conceptual designs for possible improvements to the Giles Road and I-80 Interchange. This is part of the project designated as CIP Project No. PWST-16-003.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES TO PROVIDE TRAFFIC ENGINEERING SERVICES REGARDING THE PROPOSED NEBRASKA MULTI SPORTS COMPLEX IN AN AMOUNT NOT TO EXCEED \$21,627.42.

WHEREAS, the City Council of the City of La Vista has determined that said traffic engineering services regarding the proposed Nebraska Multi Sports Complex are necessary; and

WHEREAS, the FY 16 Capital Improvement Program (CIP) provides funding for the proposed study; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the Public Works Director to execute a Professional Services Agreement with Olsson Associates to provide traffic engineering services regarding the proposed Nebraska Multi Sports Complex in an amount not to exceed \$21,627.42.

PASSED AND APPROVED THIS 7TH DAY OF JUNE, 2016

**CITY OF LA VISTA**

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**Douglas Kindig, Mayor**

**ATTEST:**

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**Rita M. Ramirez**  
Assistant City Administrator



## LETTER AGREEMENT FOR PROFESSIONAL SERVICES

May 13, 2016

City of LaVista  
8116 Park View Blvd  
LaVista, NE 68128-2198

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**  
Nebraska Multi Sports Complex (the "Project")  
LaVista, NE

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

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

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

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

## **SCHEDULE FOR OLSSON'S SERVICES**

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

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

## **COMPENSATION**

Client shall pay to Olsson for the performance of the Scope of Services a TMNTE fee of Twenty-One Thousand Six Hundred Twenty-Seven Dollars and 42/100 (\$21,627.42). Olsson's reimbursable expenses for this Project are included in the fixed fee. 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 30 days from the date set forth above, unless changed by us in writing.

**OLSSON ASSOCIATES, INC.**

By \_\_\_\_\_  
Justin P. Petersen, P. E., PTOE

By \_\_\_\_\_  
Christopher M. Rolling, P.E., PTOE

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

**City of La Vista**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

**Attachments**

Scope of Services

Fee Task Breakdown

Labor Rate Schedule

General Provisions

## SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated May 13, 2016 between the City of La Vista ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

### PROJECT DESCRIPTION AND LOCATION

Project will be located at: Sarpy County, NE

Project Description: Traffic Impact Study – La Vista Multisport Complex

### SCOPE OF SERVICES

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

#### TRAFFIC IMPACT STUDY

A traffic impact study will be performed in conjunction with a proposed site plan for a multisport complex in Sarpy County, NE. This work is being performed to evaluate the expected traffic volume changes associated with the proposed development and analyze the impacts of new site traffic volumes and patterns on the existing roadway network. The determination will follow Nebraska Department of Roads (NDOR), City of La Vista, and Institute of Transportation Engineers (ITE) criteria.

Tasks to complete this study will include the following:

- Data Collection: Olsson will collect PM peak hour (4:00-6:00 PM) turning movement counts on a typical weekday and midday peak hour (10:00 AM – 1:00 PM) on a typical Saturday at the following intersections:
  - 120<sup>th</sup> Street & Giles Road
  - Eastport Parkway & Southport Parkway
  - Eastport Parkway & Port Grace Boulevard
  - I-80 Eastbound Ramp Terminal
  - Giles Road & Harrison Street
  - Harrison Street & Eastport Parkway/124<sup>th</sup> Circle

Olsson will also obtain weekday PM and Saturday peak hour turning movement counts at the intersections of Southport Parkway & Giles Road, West Giles Road & Giles Road, and at the I-80 Westbound Ramp Terminal.

The data collection task will entail documentation of intersection geometry, turn-lane storage lengths, and a photographic inventory of the study area.

- Existing Conditions Analyses: Capacity analyses will be conducted for the existing traffic conditions at study area intersections. The analyses will be performed in accordance with the Highway Capacity Manual 2010 (HCM) methodologies using Synchro 9.1. Intersection Level of Service (LOS) results will be evaluated and any deficiencies in existing lane configurations noted.
- Site Characteristics: The expected vehicular traffic generated by the development will be estimated using a combination of sources. The current edition of the ITE Trip Generation

Manual, 9th Edition will provide the groundwork for estimating traffic, but given the unique nature of the site, additional resources will be used including, but not limited to, the NMSC Programming Document and traffic generation from similar facilities. It is assumed that one site plan will be provided and utilized to develop a trip distribution for this phase. These trips will be assigned to the study intersections in order to determine the traffic volume increase. Site Trips will be generated for a typical weekday PM peak and a Saturday Peak.

- **Background Traffic Projections:** The existing traffic volumes will be projected to the proposed opening day of the site (2020) and a horizon scenario (2040) using the MAPA long range travel demand model to project volumes. Background traffic projections will also include the addition of traffic from a Costco to be completed in late 2016.
- **Long Term Background Conditions Analyses:** Capacity analyses will be conducted for the 2020 and 2040 background traffic conditions at study area intersections. The analyses will be performed in accordance with the Highway Capacity Manual 2010 (HCM) methodologies using Synchro 9.1. Intersection Level of Service (LOS) results will be evaluated and recommendations for additional lane configurations and traffic control will be outlined.
- **Traffic Volume Scenarios:** The expected site trips will be combined with the background volumes based on a trip distribution. The trip distribution will be established based on area traffic volumes, trip generators, and typical traffic patterns. It is assumed that the site will be assigned over the course of two phases:
  - Phase 1 (2020) – Opening day to include the Natatorium and soccer fields
  - Phase 2 (2040) – Horizon scenario to include the remaining site development
- **Traffic Signal Warrant Evaluation:** Traffic Signal warrants provided in the Manual on Uniform Traffic Control Devices (2009 Edition) will be evaluated at 120th Street & Port Grand Boulevard and 120th Street & Southport Parkway using 2020 and 2040 volumes. Traffic signal warrants will be evaluated shall include the following:
  - Warrant 1: Eight-Hour Vehicular Volume Warrant
  - Warrant 2: Four-Hour Vehicular Volume Warrant
  - Warrant 3: Peak Hour Vehicular Volume Warrant
- **Background plus Site Analyses:** Capacity analyses will be conducted for the Opening Day (2020) Background plus Site traffic conditions and Horizon Year Background plus Site traffic conditions (2040). The analysis will include intersections listed in Data Collection. The analysis will be performed in accordance with the Highway Capacity Manual 2010 (HCM) methodologies using Synchro 9.1 Intersection Level of Service (LOS) results will be evaluated and recommendations for additional lane configurations and traffic control will be outlined. Olsson will coordinate with the City of La Vista to obtain current corridor signal timing for use in the capacity analysis.
- **Event Management:** Coordinate with NDOR and City of La Vista to develop pre-event and post-event traffic management design for large-scale sporting events expected at the site. The traffic management design will include temporary barricading, signing, and other temporary traffic control measures deemed necessary for event management. This task includes a narrative describing the plan and necessary exhibits.
- **Develop Recommendations:** Based on evaluation, recommendations will be made as to mitigate negative impacts caused by additional site traffic to provide acceptable traffic operations at the study intersections. This will include developing up to two interchange concept designs to provide potential solutions for the interchange. These improvement

alternatives will be concept level design generated over an aerial background and may not match future topographic basemap. The concepts will be developed to illustrate potential impacts but will not address all design variables/obstacles.

- Study Documentation: The study results will be documented in a Traffic Impact Study to be submitted to the NDOR, Sarpy County, and the Client for review. If review comments are received, they will be addressed and a final memo will be produced.
- Project Management: Project Management: Tasks related to PM include the following:
  - Respond to project related phone calls, emails, and/or any version of communication deemed necessary during the course of the project.
  - Prepare invoices.
  - Time required to adequately manage staff internally for the basis of project coordination (this time would be for internal progress and coordination meetings)
  - Attend external meetings. This scope assumes two meetings: one meeting with the Owner and Client to discuss trip generation and one meeting with NDOR and the Client to discuss study findings.

The fee to complete services detailed in the scope above shall be a TMNTE fee of Twenty-One Thousand Six Hundred Twenty-Seven Dollars and 42/100 (\$21,627.42) including expenses.

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.

**OLSSON ASSOCIATES, INC.**

By \_\_\_\_\_  
Justin P. Petersen, P. E., PTOE

Christopher M. Rolling, P.E., PTOE

If you accept this Scope of Services, please sign:

**Client**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_

**Attachment  
Total Project Fee**

Nebraska Multisports Complex Traffic Study

## LABOR RATE SCHEDULE 2016

### LABOR RATES

<u>Description</u>	<u>Range</u>
Principal.....	145 - 310
Project Manager.....	135 - 160
Project Professional.....	101 - 138
Assistant Professional.....	68 - 146
Designer.....	90 - 133
CAD Operator.....	46 - 100
Survey.....	52 - 115
Construction Services.....	53 - 170
Administrative/Clerical.....	44 - 100

Special Services not included in above categories will be provided on a special labor rate schedule.

Note: Rates subject to changed based upon updates to Billing Rates for upcoming year.

## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated April 6, 2016 between City of LaVista ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

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

### **SECTION 1—OLSSON'S SCOPE OF SERVICES**

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

### **SECTION 2—ADDITIONAL SERVICES**

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

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

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

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

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

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

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or

economic evaluations or feasibility studies, appraisals or valuations.

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

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

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

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

2.2.12 Preparation of operating and maintenance manuals.

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

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

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

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

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

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

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

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

### **SECTION 3—CLIENT'S RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.8 Client shall bear sole responsibility for:

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

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

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

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

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

the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

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

#### **SECTION 4—MEANING OF TERMS**

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

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

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

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

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

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

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

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

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

## **SECTION 5—TERMINATION**

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

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

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

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

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

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

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

incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

## **SECTION 6—DISPUTE RESOLUTION**

### **6.1. Mediation**

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

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

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

### **6.2 Arbitration or Litigation**

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

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

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

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

### **6.3 Certification of Merit**

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

## **SECTION 7—MISCELLANEOUS**

### **7.1 Reuse of Documents**

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse

by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

### **7.2 Electronic Files**

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

### **7.3 Construction Cost Estimate**

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s)

or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

#### **7.4 Prevailing Wages**

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

#### **7.5 Samples**

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

#### **7.6 Standard of Care**

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

#### **7.7 Force Majeure**

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

take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

#### **7.8 Confidentiality**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.9.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all

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

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

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

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

#### **7.10 Controlling Law and Venue**

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

#### **7.11 Subconsultants**

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

#### **7.12 Assignment**

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

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

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

### **7.13 Indemnity**

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 Limitation on Damages**

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

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

7.14.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted

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

### **7.15 Entire Agreement**

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

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 7, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
EMERGENCY VEHICLE PREEMPT INSTALLATION AGREEMENT WITH NDOR	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor and City Clerk to sign an Agreement with the Nebraska Department of Roads (NDOR) allowing the City to install emergency vehicle preempt traffic signal equipment on State Highway 85 (84<sup>th</sup> Street) in the City of La Vista.

**FISCAL IMPACT**

The Papillion Fire Department will provide funding for the initial installation. Maintenance expenses are expected to be minor and will be covered by the Public Works Department operating budget for traffic signal maintenance.

**RECOMMENDATION**

Approval

**BACKGROUND**

Chief Bowes of Papillion Fire has requested that emergency vehicle preempt equipment be installed at the intersection of 84<sup>th</sup> Street and Park View Boulevard to assist their vehicles in gaining access to 84<sup>th</sup> Street from Fire Station No. 4.

The agreement identifies that the installation shall be at no cost to the NDOR and that maintenance and liability shall be the responsibility of the City.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE NEBRASKA DEPARTMENT OF ROADS ALLOWING THE CITY OF LA VISTA TO INSTALL EMERGENCY VEHICLE PREEMPT TRAFFIC SIGNAL EQUIPMENT ON STATE HIGHWAY 85 (84<sup>TH</sup> STREET) IN THE CITY OF LA VISTA.

WHEREAS, the City Council of the City of La Vista has determined that the installation of emergency vehicle preempt traffic signal equipment at the intersection of 84<sup>th</sup> Street and Park View Boulevard is necessary; and

WHEREAS, the Papillion Fire Department will provide funding for this project; and

WHEREAS, maintenance expenses will be covered by the Public Works Department operating budget; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize the execution of an agreement with the Nebraska Department of Roads allowing the City of La Vista to install emergency vehicle preempt traffic signal equipment on State Highway 85 (84<sup>th</sup> Street) in the City of La Vista.

PASSED AND APPROVED THIS 7TH DAY OF JUNE, 2016.

**CITY OF LA VISTA**

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**Douglas Kindig, Mayor**

**ATTEST:**

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**Rita M. Ramirez**  
Assistant City Administrator



AGREEMENT NO. ZL1601

## AGREEMENT

CITY OF LA VISTA  
STATE OF NEBRASKA, DEPARTMENT OF ROADS  
EMERGENCY VEHICLE PREEMPT INSTALLATION

**THIS AGREEMENT** is between the City of La Vista, a municipal corporation of the State of Nebraska ("Municipality"), and State of Nebraska, Department of Roads ("State"), collectively referred to as the "Parties", hereinafter referred to as the "State";

**WITNESSETH:**

**WHEREAS**, State is provided with total jurisdiction in matters involving the installation and operation of traffic control devices on State Highway extensions through such corporate areas as provided by Neb.Rev.Stat. §60-6, 120, and

**WHEREAS**, Municipality desires to install Emergency Vehicle Preempts to existing highway traffic signals, at no cost to the State, and

**WHEREAS**, State is willing to let the Municipality install the above said Preempts on existing highway traffic signals under the following terms and conditions.

**NOW THEREFORE**, in consideration of these facts and the mutual promises of the Parties hereto, the Parties agree as follows:

**SECTION 1.** Municipality agrees to design and install an Emergency Vehicle Preempt on one or more existing highway traffic signals. Said preempt shall be installed at no cost to the State. Installation shall be by a qualified electrical contractor approved by the State.

**SECTION 2.** Upon completion of the initial installation, the Municipality may install other Emergency Vehicle Preempts at various other signals as the Municipality desires, all at no cost to the State. The Municipality shall notify the State in advance of each installation.

**SECTION 3.** State will adjust the controller timing at each installation to accommodate the Emergency Vehicle Preempt at no cost to the Municipality.

**SECTION 4.** Municipality shall maintain all Emergency Vehicle Preempt equipment at no cost to the State. The Municipality shall notify the State in advance of performing any work inside of a traffic signal controller cabinet.

**SECTION 5.** In the event of a controller problem, State reserves the right to disconnect the Emergency Vehicle Preempt system until timely repairs are completed. Preempt will not be disconnected unless absolutely necessary and the Municipality will be notified as soon as possible. Preempt will be reconnected as soon as all parts of the controller are working properly.

**SECTION 6.** Municipality agrees to accept full liability for the operation of preempt system and its subsequent effects on the traffic operation. Municipality agrees to hold the State harmless in any lawsuit pertaining to the preempt operation and its effects upon traffic flow and safety.

**IN WITNESS WHEREOF**, the Parties hereby execute this agreement pursuant to lawful authority as of the date signed by each party.

**EXECUTED** by the Municipality this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST: CITY OF LA VISTA

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City Clerk

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Mayor

**EXECUTED** by State this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

STATE OF NEBRASKA  
DEPARTMENT OF ROADS  
Daniel J. Waddle, P.E.

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Traffic Engineer

RECOMMENDED:

Timothy W. Weander, P.E.

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District 2 Engineer

City of La Vista  
Emergency Vehicle Preempt Installation

Page 2 of 2

Agreement No. ZL1601

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 7, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AWARD CONTRACT- CLASSIFICATION AND COMPENSATION STUDY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY, DIRECTOR OF ADMINISTRATIVE SERVICES

**SYNOPSIS**

A resolution has been prepared to award a contract to the Nebraska Business Development Center (NBDC) at the University of Nebraska at Omaha (UNO) for professional services related to the development of a Classification and Compensation Study in the amount not to exceed \$19,975.

**FISCAL IMPACT**

The FY16 General Fund Budget contains funding for the proposed project.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The purpose of the Classification and Compensation Study is to establish and maintain an equitable, comparable and non-discriminatory wage and salary plan structure for the city. All of the City's current positions will be included in the study.

The study will enable the City to provide a total compensation package (wages and fringe benefits) to its employees that is adequate, fair and comparable to like public and private employers. The study will involve the following key tasks: job evaluations, total compensation survey preparation and analysis, pay range determination, position and pay classification and preparation of required reports.

A total of three proposals were received and interviews were conducted with all three agencies. It is recommended that a contract be awarded to the Nebraska Business Development Center (NBDC). The NBDC has provided similar studies for both public and private entities throughout Nebraska and the Midwest. The project manager, Dr. Robert Ottemann has a PhD in Organizational Behavior – Personnel and Labor Relations, Executive Selection and Development, Labor Law, and JD in Employment Law – Labor Relations. His research interests include public sector labor relations, executive compensation, and managerial selection. NBDC has completed classification and compensation studies for several large private and public employers in the Omaha area. Proposals were received from:

NBDC	\$19,975
Austin Peters Group	\$20,660
Silverstone	\$21,000

A copy of all proposals are available for review in the Human Resource's office.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AWARDING A CONTRACT TO THE NEBRASKA BUSINESS DEVELOPMENT CENTER (NBDC) AT THE UNIVERSITY OF NEBRASKA OMAHA (UNO) FOR PROFESSIONAL SERVICES RELATED TO THE DEVELOPMENT OF A CLASSIFICATION AND COMPENSATION STUDY IN AN AMOUNT NOT TO EXCEED \$19,975.

WHEREAS, the City Council of the City of La Vista has determined that recruitment and retention of city staff through competitive compensation is part of its vision and priority; and

WHEREAS, the development of a Classification and Compensation Study will enable Council to establish and maintain an equitable, comparable and non-discriminatory wage and salary plan structure for the City; and

WHEREAS, the FY16 General Fund Budget included funding for a Classification and Compensation Study; and

WHEREAS, proposals were received and interviews were conducted; and

WHEREAS, the Director of Administrative Services has reviewed the proposals and recommends that a contract be awarded to Nebraska Business Development Center (NBDC) at the University of Nebraska Omaha (UNO), as the most qualified 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, that a contract in a form satisfactory to the City Administrator and City Attorney, be awarded to Nebraska Business Development Center (NBDC) at the University of Nebraska Omaha (UNO), for the development of a Classification and Compensation Study in an amount not to exceed \$19,975.00, and that the Mayor is hereby authorized to execute said contract and the City Clerk is further directed to attest to the same.

PASSED AND APPROVED THIS 7TH DAY OF JUNE, 2016.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Rita M. Ramirez  
Assistant City Administrator

K:\APPS\City Hall\16 FINAL RESOLUTIONS\16.  
ADM Award Contract - Classification And Compensation Study 06.07.16.Docx

ITEM H

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JUNE 7, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZATION TO PURCHASE— AUDIO/VISUAL CONNECTION SYSTEM FOR TRAINING ANNEX	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of an audio/visual connection system for the Training Room (“Annex”) on the City Hall campus from Theatrical Media Services in an amount not to exceed \$5,475.

**FISCAL IMPACT**

The FY 16 General Fund Budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval.

**BACKGROUND**

With the remodel of the Training Room at the Annex, an upgrade to audio/visual equipment was made. Technical work is needed to “wire” the system into the audio/visual equipment. The work will also include connections to allow for the purchase of a video conferencing system at a later time.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF AN AUDIO/VISUAL CONNECTION SYSTEM FROM THEATRICAL MEDIA SERVICES, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$5,475.

WHEREAS, the supply and installation of an audio/visual connection system is necessary for the Training Room at the Annex; and

WHEREAS, funds for the proposed improvement are budgeted for the purchase and installation; and

WHEREAS, Theatrical Media Services currently provides the service and ability to install; and

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby authorize the purchase of an audio/visual connection system from Theatrical Media Services, Omaha, Nebraska in an amount not to exceed \$5,475.

PASSED AND APPROVED THIS 7TH DAY OF JUNE, 2016.

**CITY OF LA VISTA**

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Douglas Kindig, Mayor

ATTEST:

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Rita M. Ramirez  
Assistant City Administrator



## QUOTE

## Theatrical Media Services

*Lighting - Sound - Video - Curtains - Theatrical Rigging*

**QUOTE # 4491-B**

**DATE:** May 6, 2016

PAGE 1 OF 1

7510 Burlington Street  
Omaha, Nebraska 68127  
Office 402-592-5522  
Fax 402-592-0094

**QUOTE VALID FOR 30 DAYS**

**TO:** \_\_\_\_\_ **NOTES:** \_\_\_\_\_

City Of La Vista  
Att: Jeff Siebels  
9900 Portal Road  
La Vista, NE 68128  
402-331-8927  
402-690-5555 Cell

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 7, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
SALE OF SURPLUS EQUIPMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SCOTT STOPAK RECREATION DIRECTOR

**SYNOPSIS**

A resolution has been prepared to declare the following equipment used by the Recreation Department as surplus with a minimum amount set for entire lot.

Shoulder Pad	85
Helmet	167
Jersey	256
Pants	380
Pants pads	634

Minimum Price                    \$3,248.00

**FISCAL IMPACT**

The general fund will receive the revenue from the sale.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The Recreation Department offered youth tackle football for ages 8 – 14 for several years. Due to declining registration numbers and the inability to field more than two (2) teams the decision was made to not offer youth tackle football after the conclusion of the 2015 season. The Recreation Department continues to offer youth flag football for ages 5 – 12 both in the spring and fall. Our registration numbers have continued to increase each year for the flag football program correspondingly for tackle football the registration numbers continued to decline each year.

The Recreation Department coordinated with Papillion Spirit Football who offers youth tackle football and they are offering free registration to any of our past registrants for at least the fall 2016 season.

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

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

**WHEREAS, City Staff has recognized the following football equipment; 85 shoulder pads, 167 helmets, 256 jerseys, 380 pair of pants, and 634 pants pads to be surplus; and**

**WHEREAS, the City Administrator and Recreation Director recommend that the above mentioned items be declared surplus and sold.**

**NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council that the following football equipment; 85 shoulder pads, 167 helmets, 256 jerseys, 380 pair of pants, and 634 pants pads be declared surplus property and sold.**

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

**PASSED AND APPROVED THIS 7TH DAY OF JUNE, 2016**

**CITY OF LA VISTA**

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**Douglas Kindig, Mayor**

**ATTEST:**

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**Rita M. Ramirez  
Assistant City Administrator**