

**LA VISTA CITY COUNCIL MEETING AGENDA**  
**June 18, 2019**  
**6:00 P.M.**  
**Harold “Andy” Anderson Council Chamber**  
**La Vista City Hall**  
**8116 Park View Blvd**

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **Swear In Police Officer – Nick Boswell**
- **Service Awards: James Ruffner – 25 years; Brady Small – 20 years**
- **Presentation: Henry Belik – Eagle Scout**
- **Re-Appointments:**
  - **Planning Commission – John Gahan, Harold Sargus, Michael Circo – 3 year term**

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

**A. CONSENT AGENDA**

1. **Approval of the Agenda as Presented**
  2. **Approval of the Minutes of the June 4, 2019 City Council Meeting**
  3. **Monthly Financial Report – April 2019**
  4. **Request for Payment – Felsburg, Holt & Ullevig – Professional Services – Giles Signal Retiming – \$7,755.45**
  5. **Request for Payment – Graham Construction, Inc. – Construction Services – City Centre Infrastructure – \$340,564.05**
  6. **Request for Payment – Hawkins Construction Company – Construction Services – Off-Street Parking District No. 2, Structure No. 1 – \$519,426.90**
  7. **Request for Payment – HDR Engineering Inc. – Professional Services – Project Management Services for Public Improvements and Other Works – \$16,176.06**
  8. **Request for Payment – RDG Planning & Design – Professional Services – Placemaking & LA Services – \$17,064.70**
  9. **Request for Payment – RDG Planning & Design – Professional Services – Placemaking & LA Services – \$2,327.81**
  10. **Request for Payment – RDG Planning & Design – Professional Services – Placemaking & LA Services – \$17,956.65**
  11. **Request for Payment – RDG Planning & Design – Professional Services – Civic Center Park Phase 2 – \$2,705.36**
  12. **Approval of Claims**
- **Reports from City Administrator and Department Heads**
  - **Presentation – 84<sup>th</sup> Street Redevelopment Update**
- B. Resolution – Amendment – Sarpy County and Cities Wastewater Agency Budget**
- C. Resolution – Interlocal Cooperation Agreement – 2019-2025 GIS Coalition**
- D. Resolution – Professional Services Agreement – Geotech Investigation for La Vista Civic Areas – 84<sup>th</sup> Redevelopment**
- E. Resolution – Authorize Purchase – Sewer Camera Truck Upgrades**
- F. Resolution – Authorize Purchase – Pick-up Truck**
- G. Resolution – Authorize Purchase – Barricade Trailer**
- H. Discussion: Fireworks**
- **Comments from the Floor**
  - **Comments from Mayor and Council**

- **Adjournment**

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



CITY OF LA VISTA

**CERTIFICATE OF APPRECIATION**

A CERTIFICATE OF APPRECIATION PRESENTED TO **JAMES RUFFNER OF LA VISTA PUBLIC WORKS**, FOR 25 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **James Ruffner** has served the City of La Vista since June 12, 1994; and

WHEREAS, **James Ruffner's** input and contributions to the City of La Vista have contributed to the success of the City;

NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **James Ruffner** on behalf of the City of La Vista for 25 years of service to the City.

DATED THIS 18TH DAY OF JUNE 2019.

Douglas Kindig, Mayor

Kim J. Thomas  
Councilmember, Ward I

Mike Crawford  
Councilmember, Ward I

Ronald Sheehan  
Councilmember, Ward II

Terrilyn Quick  
Councilmember, Ward II

Deb Hale  
Councilmember, Ward III

Alan W. Ronan  
Councilmember, Ward III

Kelly R. Sell  
Councilmember, Ward IV

Jim Frederick  
Councilmember, Ward IV

ATTEST:

Pamela A. Buethe, CMC  
City Clerk





CITY OF LA VISTA

**CERTIFICATE OF APPRECIATION**

A CERTIFICATE OF APPRECIATION PRESENTED TO **BRADY SMALL OF LA VISTA PUBLIC WORKS**, FOR 20 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Brady Small** has served the City of La Vista since June 1, 1999; and

WHEREAS, **Brady Small's** input and contributions to the City of La Vista have contributed to the success of the City;

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

DATED THIS 18TH DAY OF JUNE 2019.

Douglas Kindig, Mayor

Mike Crawford  
Councilmember, Ward I

Kim J. Thomas  
Councilmember, Ward I

Ronald Sheehan  
Councilmember, Ward II

Terrilyn Quick  
Councilmember, Ward II

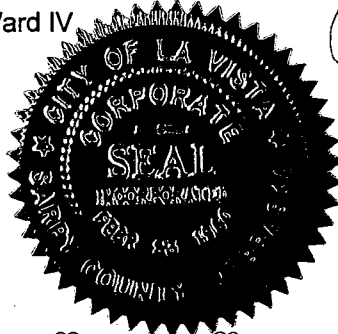
Deb Hale  
Councilmember, Ward III

Alan W. Ronan  
Councilmember, Ward III

Kelly R. Sell  
Councilmember, Ward IV

Jim Frederick  
Councilmember, Ward IV

ATTEST:

  
Pamela A. Buethe, CMC  
City Clerk



## LETTER OF COMMENDATION

### EAGLE SCOUT

**Henry Belik**

**May 2019**

The City of La Vista would like to commend you on achieving the rank of Eagle Scout. We know this ranking comes with a great deal of hard work and commitment. We are proud of your efforts and the dedication you have shown to serving others and your community.

Scouting is a program that builds character, teaches responsibility, provides positive role models for young people, and encourages civic involvement. It is refreshing to have an opportunity to honor a teenager who is making positive choices and differences in the community.

Congratulations on this very special honor in your life. We are proud of you and wish you only the best in your future endeavors. You are off to an outstanding start and we expect great things from you! Keep up the good work.

Sincerely,

Douglas Kindig  
Mayor  
City of La Vista



# MINUTE RECORD

A-2

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

## LA VISTA CITY COUNCIL MEETING JUNE 4, 2019

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on June 4, 2019. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, City Engineer Kottmann, Director of Public Works Soucie, Library Director Barcal, Recreation Director Stopak, Finance Director Miserez, Senior Planner Solberg, and Human Resources Director Trail.

A notice of the meeting was given in advance thereof by publication in the Omaha World-Herald on May 23, 2019. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

### SERVICE AWARDS: KEVIN POKORNY – 30 YEARS; SCOTT STOPAK – 25 YEARS

Mayor Kindig presented service awards to Kevin Pokorny for 30 years of service to the City and to Scott Stopak for 25 years of service to the City.

### CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE MAY 21, 2019 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE MAY 9, 2019 LIBRARY ADVISORY BOARD MEETING
4. REQUEST FOR PAYMENT – BLADE MASTERS GROUNDS MAINT., INC. – CONSTRUCTION SERVICES – LA VISTA CITY CENTER PHASE 2 – \$218,769.00
5. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – CITY CENTRE PARKING FACILITY – \$1,762.09
6. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – CITY CENTRE PARKING FACILITY – \$4,831.56
7. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – CITY CENTRE GARAGE SECURITY PLANNING – \$747.50
8. REQUEST FOR PAYMENT – HDR ENGINEERING, INC. – PROFESSIONAL SERVICES – PROJECT MANAGEMENT SERVICES FOR PUBLIC IMPROVEMENTS AND OTHER WORKS – \$13,968.68
9. REQUEST FOR PAYMENT – OLSSON – PROFESSIONAL SERVICES – CITY CENTRE PHASE 1 PUBLIC INFRASTRUCTURE – \$58,403.04
10. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL SERVICES – CIVIC CENTER PARK PHASE 2 – \$883.39
11. REQUEST FOR PAYMENT – THOMPSON, DREESSEN, & DORNER, INC. – PROFESSIONAL SERVICES – PHASE 1 GOLF COURSE TRANSFORMATION – PROPOSED LAKE IMPROVEMENTS – \$3,785.83
12. REQUEST FOR PAYMENT – THOMPSON, DREESSEN, & DORNER, INC. – PROFESSIONAL SERVICES – PHASE 2 GOLF COURSE TRANSFORMATION – PROPOSED LAKE IMPROVEMENTS – \$620.00
13. REQUEST FOR PAYMENT – THOMPSON, DREESSEN, & DORNER, INC. – PROFESSIONAL SERVICES – MISC. SERVICES, 2019 SURVEY – \$4,500.00
14. REQUEST FOR PAYMENT – WELLINGTON – PROFESSIONAL SERVICES – 60<sup>TH</sup> ANNIVERSARY CELEBRATION – \$10,000.00
15. APPROVAL OF CLAIMS

ACCO UNLIMITED CORP, supplies	359.00
AMAZON.COM SERVICES, INC, supplies	583.00

# MINUTE RECORD

June 4, 2019

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

AMERICAN DREAM HOME IMPROVEMENT, refund	30.00
A-RELIEF, services	2,205.00
ARROW STAGE LINES, services	671.00
AXON ENTERPRISE INC, services	6,400.00
BKD LLP, services	1,880.00
BLACK HILLS ENERGY, utilities	986.04
BOB'S RADIATOR REPAIR, maint.	48.00
BODY BASICS INC, services	10,396.00
BOLD OFFICE SOLUTIONS, services	510.60
BUETHE, P., travel	127.00
CENTER POINT, INC, books	55.42
CENTURY LINK, phones	460.55
CENTURY LINK BUSN SVCS, phones	62.98
CITY OF OMAHA, services	189,100.80
CITY OF PAPIILLION, services	170,752.00
CIVICPLUS, services	17,324.12
CMS-CTR FOR MUNICIPAL SOLUTNS, services	2,725.00
COMP CHOICE INC, services	425.00
COX COMMUNICATIONS, INC, services	324.06
CULLIGAN OF OMAHA, services	14.00
D & K PRODUCTS, supplies	183.00
DATASHIELD CORP, services	220.00
DESIGN WORKSHOP INC, services	35,592.50
DIGITAL EXPRESS, services	89.91
DULTMEIER SALES LLC, services	357.00
DXP ENTERPRISES INC, services	110.00
EDGEWEAR SCREEN PRINTING, apparel	1,581.20
EN POINTE TECHNOLOGIES SALES, services	714.00
EVENT STAGING SYSTEMS LLC, services	2,500.00
EXPRESS DISTRIBUTION LLC, supplies	506.83
FASTENAL CO, supplies	35.53
FELSBURG HOLT & ULLEVIG INC, services	1,250.00
FILTER CARE OF NE, bld&grnds	231.70
FINDAWAY WORLD, LLC, services	488.90
FIRST NATIONAL BANK FREMONT, bonds	148,997.50
FLEET US LLC, maint.	156.55
FOCUS PRINTING, services	921.28
FUN SERVICES, services	1,539.00
GALE, books	75.72
GCR TIRES & SERVICE, maint	2,252.21
GENERAL FIRE & SAFETY EQUIP CO, bld&grnds	396.00
GENUINE PARTS CO, maint.	1,022.70
GRAHAM CONSTRUCTION, INC, services	148,710.69
GRETNA WELDING INC, services	400.00
GRUNWALD MECHANICAL, services	112.00
H & H CHEVROLET LLC, maint.	324.91
HAWKINS CONSTRUCTION CO, services	406,357.20
HUNTEL COMMUNICATIONS, INC, phones	182.90
HY-VEE INC, services	231.50
INFOGROUP, services	1,250.00
INGRAM LIBRARY SERVICES, books	2,328.32
BROWN, j., travel	230.50
KRIHA FLUID POWER CO, maint.	78.63
KUBOTA OF OMAHA, maint.	117.30
LV COMM FOUNDATION, payroll	60.00
LERNER PUBLISHING, books	13.49
LIBRARY ADVANTAGE, media	335.00
LIBRARY IDEAS LLC, services	995.00
LOGO LOGIX, apparel	200.00
LOU'S SPORTING GOODS, supplies	129.80

# MINUTE RECORD

June 4, 2019

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

MARCO INC, services	123.84
MARTIN ASPHALT - MONARCH OIL, services	1,061.90
MATHESON TRI-GAS INC, supplies	78.09
MCNEIL, J., travel	221.00
MENARDS-RALSTON, supplies	247.38
MUD, utilities	2,672.03
MIDWEST TAPE, books	64.88
MOBOTREX, INC., services	4,500.00
MUZZY ICE, services	257.50
NE LAW ENFORCEMENT, services	156.00
NE SALT & GRAIN CO, services	6,160.84
NEWMAN TRAFFIC SIGNS INC, services	31.31
NMC EXCHANGE LLC, services	1,073.87
OFFICE DEPOT INC, supplies	275.51
OMAHA WINNELSON SUPPLY, services	187.12
OMNI ENGINEERING, maint.	10,016.57
PAPILLION SANITATION, services	1,182.98
PARK YOUR PAWZ INC, services	423.72
PER MAR SECURITY, services	126.00
PLAINS EQUIPMENT GROUP, maint.	475.02
PROJECT LIFESAVER INC, services	131.99
RDG PLANNING & DESIGN, services	453.70
ROTELLA'S ITALIAN BAKERY, supplies	449.91
SARPY COUNTY COURTHOUSE, services	4,207.68
SCHEMMER ASSOCIATES INC, services	520.00
SIGN IT, services	577.00
SIRCHIE ACQUISITION CO, services	216.52
SOUTHERN UNIFORM & EQUIPMENT, apparel	1,063.34
STOREY KENWORTHY, supplies	202.81
SWAIN CONSTRUCTION INC, services	865,175.01
TED'S MOWER SALES, supplies	116.91
THE VERNON CO, supplies	434.75
THEATRICAL MEDIA, services	120.00
THOMPSON DREESSEN & DORNER, INC, services	12,965.80
TRAFFIC SENSOR CORP, services	268.46
UNITED RENT-ALL, services	1,878.75
UNIVERSITY OF NE LINCOLN, services	125.00
USI EDUCATION & GOVERNMENT SALES, services	74.23
UTILITY EQUIPMENT CO, bld&grnds	22.10
VERIZON CONNECT NWF, INC., phones	731.25
VIERREGGER ELECTRIC CO, services	202.50
WAL-MART, supplies	1,091.93
ZEE MEDICAL, services	603.30

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

## **REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS**

City Administrator Gunn reported that the Budget Workshop is scheduled for July 16th after the City Council Meeting.

Recreation Director Stopak reported that the first Movie & Concert of the year will take place on Friday, June 7th. Blue House will perform, and the movie is Aquaman.

Library Director Barcal thanked the Mayor for speaking at the GED graduation ceremony. She also thanked Recreation Director Stopak and the Recreation Department staff for helping with the ceremony.



# MINUTE RECORD

June 4, 2019

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

Director of Public Works Soucie reported that the Public Works Open House will be held on June 8th. He also announced that repair work has started at the south end of Park View Blvd and that repair work on the Library/MCC parking lot will begin June 10th.

## **B. RESOLUTION – INSURANCE BROKER AGREEMENT**

Councilmember Sell introduced and moved for the adoption of Resolution No.19-084 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE EXECUTION OF AN AGREEMENT WITH THE HARRY A. KOCH CO. FOR INSURANCE BROKER SERVICES THAT INCLUDE MARKETING AND MANAGING INSURANCE COVERAGES FOR THE CITY IN AN AMOUNT NOT TO EXCEED \$26,903.

WHEREAS, Council approved an Interlocal Cooperation Agreement creating an Insurance Service Group with the cities of Hastings, Holdrege, and Papillion on March 4, 2014; and

WHEREAS, said Interlocal Cooperation Agreement called for the cities to work with an insurance consultant to select an insurance broker who would market and manage insurance coverages for said cities; and

WHEREAS, the cities collectively issued an RFP for insurance broker services on March 14, 2019; and

WHEREAS, six proposals were received in response to the RFP and three brokers were interviewed; and

WHEREAS, it was the consensus of the interview panel, which consisted of representatives from the four cities, in conjunction with the insurance consultant, that The Harry A. Koch Co. be awarded a contract for broker services.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of La Vista, Nebraska, hereby approves the broker agreement with The Harry A. Koch Co. in an amount not to exceed \$26,903 and authorizes the Mayor to execute said agreement.

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

## **C. RESOLUTION – CHANGE ORDER NO. 11 – 84<sup>TH</sup> STREET REDEVELOPMENT AREA – PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT – OFFSTREET PARKING DISTRICT NO. 2, STRUCTURE NO. 1**

Councilmember Thomas introduced and moved for the adoption of Resolution No.19-085 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NUMBER 11 TO THE CONTRACT WITH HAWKINS CONSTRUCTION CO., OMAHA, NEBRASKA, TO INCLUDE VIDEO AND SURVEILLANCE EQUIPMENT WHICH WILL RESULT IN AN INCREASE IN THE CONTRACT PRICE OF \$59,712.00.

WHEREAS, the City has determined it is necessary to make changes and additions to the contract; and

WHEREAS, the FY19/20 Biennial Budget provides funding for the project; and

WHEREAS, change order number 11 will increase the contract amount by \$59,712.00 to a total of \$4,131,293.91;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for change order number 11 to the contract with Hawkins Construction Co., Omaha, Nebraska, to include video and surveillance equipment which will result in an increase in the contract price of \$59,712.00.

# MINUTE RECORD

June 4, 2019

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

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

## **D. RESOLUTION – RENEWAL OF INTERLOCAL AGREEMENT – CONTINUATION OF THE PAPILLION CREEK WATERSHED PARTNERSHIP**

Councilmember Sheehan introduced and moved for the adoption of Resolution No.19-086 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE RENEWAL OF THE PAPILLION CREEK WATERSHED PARTNERSHIP INTERLOCAL AGREEMENT FOR A FIVE-YEAR PERIOD.

WHEREAS, the City Council of the City of La Vista has determined that said Watershed Partnership is necessary; and

WHEREAS, the proposed interlocal cooperation act agreement will continue this partnership for a five-year period from 2020-2024; and

WHEREAS, the FY 19/20 Biennial Budget contains funding for the City's contribution; and

WHEREAS, this agreement provides updates to the Stormwater Management Policies;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, authorize the renewal of the Papillion Creek Partnership Interlocal Agreement for a five-year period.

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

## **E. RESOLUTION – PROFESSIONAL SERVICES AGREEMENT – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION – PHASE 1**

Councilmember Quick introduced and moved for the adoption of Resolution No.19-087 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HGM ASSOCIATES, INC., OMAHA, NEBRASKA, FOR ENGINEERING SERVICES RELATED TO PHASE I OF THE EAST LA VISTA SEWER AND PAVEMENT REHABILITATION PROJECT NOT TO EXCEED \$172,210.

WHEREAS, the City desires to enter into a professional services agreement with HGM Associates, Inc. for engineering services related to Phase I of the East La Vista Sewer and Pavement Rehabilitation Project; and

WHEREAS, the FY 2019/2020 Biennial Budget includes funding for the proposed professional services; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby authorize the Mayor to execute a professional services agreement with HGM Associates, Inc., Omaha, Nebraska, for engineering services related to Phase I of the East La Vista Sewer and Pavement Rehabilitation Project in an amount not to exceed \$172,210.

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

# MINUTE RECORD

June 4, 2019

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

## **F. RESOLUTION – CONTRACT – PLACEMAKING AND DESIGN**

Councilmember Frederick introduced and moved for the adoption of Resolution No.19-088 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AN AGREEMENT WITH RDG PLANNING AND DESIGN, OMAHA, NEBRASKA, TO PROVIDE PLACEMAKING AND LANDSCAPE DESIGN SERVICES FOR CIVIC AREAS ASSOCIATED WITH THE 84<sup>TH</sup> STREET REDEVELOPMENT PROJECT.

WHEREAS, the Mayor and City Council of the City of La Vista have determined that professional placemaking and landscape design services for the 84<sup>th</sup> Street corridor are necessary; and

WHEREAS, an RFP process was completed and on January 2, 2019, the City Council selected RDG Planning and Design as the firm to provide said placemaking and landscape design services; and

WHEREAS, in conjunction with RDG Planning and Design staff has determined a detailed scope of work and terms of an agreement that identify two phases for this project; and

WHEREAS, the FY18/19 Biennial Budget contains funding for multiple potential public infrastructure improvements and associated services; and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska do hereby approve an agreement with RDG Planning and Design, Omaha, Nebraska to provide placemaking and landscape design services for civic areas associated with the 84<sup>th</sup> Street redevelopment project at a phase one cost of \$249,650.00 and a phase two cost to be negotiated at a later date for Council approval.

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

## **G. APPROVAL OF CLASS C LIQUOR LICENSE APPLICATION – HEIGHTS DRAFT ROOM LLC DBA HEIGHTS DRAFT ROOM**

### **1. PUBLIC HEARING**

At 6:17 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the application for a Class C Liquor License. Joey Jones was present to answer any questions.

At 6:20 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

### **2. RESOLUTION**

Councilmember Thomas introduced and moved for the adoption of Resolution No.19-089 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS C LIQUOR LICENSE FOR HEIGHTS DRAFT ROOM LLC DBA HEIGHTS DRAFT ROOM IN LA VISTA, NEBRASKA.

WHEREAS, Heights Draft Room LLC dba Heights Draft Room, 7861 Main Street, Suite H, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C Liquor License; and

WHEREAS, the Nebraska Liquor Control Commission has notified the City of said application; and

# MINUTE RECORD

June 4, 2019

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

WHEREAS, the City has adopted local licensing standards to be considered in making recommendations to the Nebraska Liquor Control Commission; and

WHEREAS, said licensing standards have been considered by the City Council in making its decision;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of a Class C Liquor License submitted by Heights Draft Room LLC dba Heights Draft Room, 7861 Main Street, Suite H, La Vista, Sarpy County, Nebraska.

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

## **H. RESOLUTION – AUTHORIZATION TO PURCHASE COMPUTER EQUIPMENT**

Councilmember Frederick introduced and moved for the adoption of Resolution No. 19-090 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF BARRACUDA WEB FILTER FROM MNJ TECHNOLOGIES DIRECT, INC., BUFFALO GROVE, ILLINOIS, IN AN AMOUNT NOT TO EXCEED \$9,440.00.

WHEREAS, the City Council of the City of La Vista has determined that the updates, renewal, and replacement purchase of the Barracuda Web Filter are necessary; and

WHEREAS, the FY19/20 Biennial Budget provides funding for the proposed purchase; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of Barracuda Web Filter from MNJ Technologies Direct, Inc., Buffalo Grove, Illinois in an amount not to exceed \$9,440.00.

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

## **I. RESOLUTION – DECLARE EQUIPMENT SURPLUS AND AUTHORIZE DISPOSAL**

Councilmember Quick introduced and moved for the adoption of Resolution No. 19-091 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA DECLARING PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE.

WHEREAS, City Staff has recognized 19 pieces of equipment located at the Public Works Facility to be surplus; and

WHEREAS, the City Administrator and Director of Public Works recommend that the above-mentioned items be declared surplus and sold;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council that 19 pieces of equipment located at the Public Works Facility be declared surplus property and sold.

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

# MINUTE RECORD

June 4, 2019

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

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

## COMMENTS FROM THE FLOOR

There were no comments from the floor.

## COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig commented on the close of the Legislative Session.

At 6:26 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 18TH DAY OF JUNE 2019.

CITY OF LA VISTA

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

ATTEST:

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

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
 For the seven months ending April 30, 2019  
 58% of the Fiscal Year 2019

	<b>Total All Funds</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>OPERATING REVENUES</b>					
General Fund	\$ 18,435,291	\$ 3,469,690	\$ 9,419,903	\$ (9,015,388)	51%
Sewer Fund	4,528,909	335,310	2,282,925	(2,245,984)	50%
Debt Service Fund	4,232,911	992,264	2,572,160	(1,660,751)	61%
Capital Improvement Program Fund	811,366	-	-	(811,366)	0%
Lottery Fund	1,206,691	114,425	682,941	(523,750)	57%
Economic Development Fund	718	-	4	(714)	1%
Off Street Parking Fund	464	1,727	7,040	6,576	
Redevelopment Fund	3,164,298	187,282	1,336,500	(1,827,798)	42%
Police Academy	80,055	-	80,896	841	101%
TIF 1A	-	-	-	-	0%
TIF 1B	-	-	-	-	0%
Sewer Reserve Fund	3,003	1,118	4,008	1,005	133%
Qualified Sinking Fund	250	93	334	84	133%
<b>Total Operating Revenues</b>	<u>32,463,956</u>	<u>5,101,909</u>	<u>16,386,711</u>	<u>(16,077,245)</u>	<u>50%</u>

<b>OPERATING EXPENDITURES</b>					
General Fund	18,155,822	1,349,617	9,260,953	(8,894,869)	51%
Sewer Fund	3,978,263	267,207	1,197,752	(2,780,511)	30%
Debt Service Fund	4,130,462	22,282	2,126,617	(2,003,845)	51%
Capital Improvement Program Fund	-	-	-	-	0%
Lottery Fund	760,175	39,443	280,941	(479,234)	37%
Economic Development Fund	134,559	-	-	(134,559)	0%
Off Street Parking Fund	1,137,642	641	604,711	(532,931)	53%
Redevelopment Fund	2,508,057	24,441	404,393	(2,103,664)	16%
Police Academy	95,104	4,747	54,426	(40,678)	57%
TIF 1A	-	-	12,364	12,364	0%
TIF 1B	-	-	19,136	19,136	0%
Sewer Reserve Fund	-	-	-	-	0%
Qualified Sinking Fund	-	-	-	-	0%
<b>Total Operating Expenditures</b>	<u>30,900,084</u>	<u>1,708,377</u>	<u>13,961,293</u>	<u>(16,938,791)</u>	<u>45%</u>

<b>OPERATING REVENUES NET OF EXPENDITURES</b>					
General Fund	279,469	2,120,072	158,950	(120,519)	
Sewer Fund	550,646	68,104	1,085,174	534,528	
Debt Service Fund	102,449	969,982	445,543	343,094	
Capital Improvement Program Fund	811,366	-	-	(811,366)	
Lottery Fund	446,516	74,982	402,000	(44,516)	
Economic Development Fund	(133,841)	-	4	133,845	
Off Street Parking Fund	(1,137,178)	1,086	(597,672)	539,506	
Redevelopment Fund	656,241	162,841	932,107	275,866	
Police Academy	(15,049)	(4,747)	26,470	41,519	
TIF 1A	-	-	(12,364)	(12,364)	
TIF 1B	-	-	(19,136)	(19,136)	
Sewer Reserve Fund	3,003	1,118	4,008	1,005	
Qualified Sinking Fund	250	93	334	84	
<b>Operating Revenues Net of Expenditures</b>	<u>1,563,872</u>	<u>3,393,532</u>	<u>2,425,418</u>	<u>861,546</u>	<u>(0)</u>

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the seven months ending April 30, 2019**  
**58% of the Fiscal Year 2019**

	<b>Total All Funds</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><u>OTHER FINANCING SOURCES &amp; USES</u></b>					
<b><u>TRANSFERS IN</u></b>					
General Fund	96,902	-	72,652	(24,250)	75%
Sewer Fund	3,000	-	-	(3,000)	0%
Debt Service Fund	724,604	-	-	(724,604)	0%
Capital Improvement Program Fund	2,570,012	-	993,029	(1,576,983)	39%
Lottery Fund	-	-	2,460	2,460	
Economic Development Fund	200,000	-	-	(200,000)	0%
Off Street Parking Fund	1,138,651	76,781	607,239	(531,412)	53%
Redevelopment Fund	-	-	-	-	
Police Academy	20,000	-	20,000	-	100%
TIF 1A	-	-	-	-	
TIF 1B	-	-	-	-	
Sewer Reserve Fund	1,201,125	-	1,201,125	-	100%
Qualified Sinking Fund	100,000	-	100,000	-	100%
<b>Total Transfers In</b>	<u>6,054,294</u>	<u>76,781</u>	<u>2,996,505</u>	<u>(3,057,789)</u>	<u>49%</u>
<b><u>TRANSFERS OUT</u></b>					
General Fund	(772,604)	-	(30,250)	742,354	4%
Sewer Fund	(1,201,125)	-	(1,201,125)	-	100%
Debt Service Fund	(3,179,106)	-	(1,040,395)	2,138,711	33%
Capital Improvement Program Fund	(90,000)	-	-	90,000	0%
Lottery Fund	(395,902)	-	(172,652)	223,250	44%
Economic Development Fund	-	-	-	-	
Off Street Parking Fund	-	-	-	-	
Redevelopment Fund	(415,557)	(76,781)	(552,083)	(136,526)	133%
Police Academy	-	-	-	-	
TIF 1A	-	-	-	-	
TIF 1B	-	-	-	-	
Sewer Reserve Fund	-	-	-	-	
Qualified Sinking Fund	-	-	-	-	
<b>Total Transfers Out</b>	<u>(6,054,294)</u>	<u>(76,781)</u>	<u>(2,996,505)</u>	<u>3,057,789</u>	<u>49%</u>
<b><u>NET TRANSFERS</u></b>					
General Fund	(675,702)	-	42,402	718,104	
Sewer Fund	(1,198,125)	-	(1,201,125)	(3,000)	100%
Debt Service Fund	(2,454,502)	-	(1,040,395)	1,414,107	42%
Capital Improvement Program Fund	2,480,012	-	993,029	(1,486,983)	40%
Lottery Fund	(395,902)	-	(170,192)	225,710	43%
Economic Development Fund	200,000	-	-	(200,000)	0%
Off Street Parking Fund	1,138,651	76,781	607,239	(531,412)	53%
Redevelopment Fund	(415,557)	(76,781)	(552,083)	(136,526)	133%
Police Academy	20,000	-	20,000	-	100%
TIF 1A	-	-	-	-	
TIF 1B	-	-	-	-	
Sewer Reserve Fund	1,201,125	-	1,201,125	-	100%
Qualified Sinking Fund	100,000	-	100,000	-	100%
<b>Total Net Transfers</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0</u>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the seven months ending April 30, 2019**  
**58% of the Fiscal Year 2019**

	<b>Total All Funds</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><u>OTHER REVENUE: BOND PROCEEDS</u></b>					
Sewer Fund	-	-	-	-	0%
Capital Improvement Program Fund	10,270,000	-	-	(10,270,000)	0%
Economic Development Fund	3,000,000	-	-	(3,000,000)	0%
Off Street Parking Fund	2,503,611	-	-	(2,503,611)	0%
Redevelopment Fund	17,130,000	-	-	(17,130,000)	0%
<b>Total Bond Proceeds</b>	<u>32,903,611</u>	<u>-</u>	<u>-</u>	<u>(32,903,611)</u>	<u>0%</u>
<b><u>OTHER EXPENDITURES: CAPITAL IMPROVEMENT PROGRAM</u></b>					
Sewer Fund	125,000	-	-	(125,000)	0%
Capital Improvement Program Fund	8,982,012	-	501,634	(8,480,378)	6%
Off Street Parking Fund	6,852,315	412,281	1,165,396	(5,686,919)	17%
Redevelopment Fund	10,780,187	238,126	2,352,087	(8,428,100)	22%
<b>Total Capital Improvement Program</b>	<u>26,739,514</u>	<u>650,407</u>	<u>4,019,117</u>	<u>(22,720,397)</u>	<u>15%</u>
<b><u>OTHER EXPENDITURES: EDP GRANT</u></b>					
Economic Development Fund	<u>3,000,000</u>	<u>-</u>	<u>-</u>	<u>(3,000,000)</u>	<u>0%</u>
<b><u>NET FUND ACTIVITY</u></b>					
General Fund	(396,233)	2,120,072	201,352	597,585	
Sewer Fund	(772,479)	68,104	(115,951)	656,528	
Debt Service Fund	(2,352,053)	969,982	(594,852)	1,757,201	
Capital Improvement Program Fund	4,579,366	-	491,395	(4,087,971)	
Lottery Fund	50,614	74,982	231,808	181,194	
Economic Development Fund	66,159	-	4	(66,155)	
Off Street Parking Fund	(4,347,231)	(334,414)	(1,155,829)	3,191,402	
Redevelopment Fund	6,590,497	(152,066)	(1,972,063)	(8,562,560)	
Police Academy	4,951	(4,747)	46,470	41,519	
TIF 1A	-	-	(12,364)	(12,364)	
TIF 1B	-	-	(19,136)	(19,136)	
Sewer Reserve Fund	1,204,128	1,118	1,205,133	1,005	
Qualified Sinking Fund	100,250	93	100,334	84	
<b>Net Activity</b>	<u>\$ 4,727,969</u>	<u>2,743,124</u>	<u>(1,593,699)</u>	<u>(6,321,668)</u>	



**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the seven months ending April 30, 2019**  
**58% of the Fiscal Year 2019**

	<b>Total All Funds</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>FUND BALANCE</u>	<u>As of FYE 9/30/18</u>		<u>As of 4/30/2019</u>	<u>Variance</u>	<u>Notes</u>
General Fund	6,050,646		6,055,182	4,536	
Sewer Fund	825,173		1,648,849	823,676	
Debt Service Fund	2,577,299		5,008,315	2,431,016	
Capital Improvement Program Fund	4,568,738		(62,559)	(4,631,297)	Bond Proceeds
Lottery Fund	3,387,235		3,414,414	27,179	
Economic Development Fund	178,182		6,938	(171,244)	
Off Street Parking Fund	619,369		3,788,410	3,169,041	
Redevelopment Fund	16,539,092		8,376,358	(8,162,734)	Bond Proceeds
Police Academy	13,554		65,513	51,959	
TIF 1A	0		(12,364)	(12,364)	
TIF 1B	0		(19,136)	(19,136)	
Sewer Reserve Fund	1,204,128		1,205,133	1,005	
Qualified Sinking Fund	100,250		100,334	84	
<b>Net Fund Balance</b>	<b>36,063,666</b>	-	<b>29,575,387</b>	<b>(6,488,279)</b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the seven months ending April 30, 2019**  
**58% of the Fiscal Year 2019**

	<b>General Fund</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>					
Property Taxes	\$ 8,102,903	\$ 2,566,877	\$ 3,986,288	\$ (4,116,615)	49%
Sales and use taxes	5,196,961	365,838	2,595,846	(2,601,115)	50%
Payments in Lieu of taxes	281,875	-	-	(281,875)	0%
State revenue	1,868,498	168,209	1,075,806	(792,692)	58%
Occupation and franchise taxes	882,000	164,200	621,662	(260,338)	70%
Hotel Occupation Tax	1,007,475	78,692	507,273	(500,202)	50%
Licenses and permits	460,250	76,800	207,041	(253,209)	45%
Interest income	30,992	3,552	43,390	12,398	140%
Recreation fees	170,710	6,654	74,591	(96,119)	44%
Special Services	19,500	3,074	13,250	(6,250)	68%
Grant Income	163,185	5,294	78,204	(84,981)	48%
Other	250,942	30,500	216,553	(34,389)	86%
<b>Total Revenues</b>	<u>18,435,291</u>	<u>3,469,690</u>	<u>9,419,903</u>	<u>(9,015,388)</u>	<u>51%</u>
<b>EXPENDITURES</b>					
Administrative Services	529,503	39,676	295,110	(234,393)	56%
Mayor and Council	242,643	17,658	116,842	(125,801)	48%
Boards & Commissions	10,338	41	1,904	(8,434)	18%
Public Buildings & Grounds	670,385	29,081	270,170	(400,215)	40%
Administration	768,999	70,251	430,123	(338,876)	56%
Police and Animal Control	5,103,734	362,533	2,812,002	(2,291,732)	55%
Fire	1,975,871	163,610	1,136,423	(839,448)	58%
Community Development	691,268	57,811	344,534	(346,734)	50%
Public Works	3,826,276	308,110	1,808,805	(2,017,471)	47%
Recreation	866,314	53,153	374,408	(491,906)	43%
Library	880,477	62,513	415,631	(464,846)	47%
Information Technology	268,300	23,384	165,877	(102,423)	62%
Human Resources	1,010,268	56,297	451,804	(558,464)	45%
Public Transportation	106,272	6,282	41,589	(64,683)	39%
Finance	463,027	63,946	257,711	(205,316)	56%
Capital outlay	742,147	35,272	338,019	(404,128)	46%
<b>Total Expenditures</b>	<u>18,155,822</u>	<u>1,349,617</u>	<u>9,260,953</u>	<u>(8,894,869)</u>	<u>51%</u>
<b>REVENUES NET OF EXPENDITURES</b>	<u>279,469</u>	<u>2,120,072</u>	<u>158,950</u>	<u>(120,519)</u>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (Lottery)	96,902	-	72,652	(24,250)	75%
Operating transfers out (DSF, OSP, CIP)	(772,604)	-	(30,250)	742,354	4%
<b>Total other Financing Sources (Uses)</b>	<u>(675,702)</u>	<u>-</u>	<u>42,402</u>	<u>718,104</u>	
<b>NET FUND ACTIVITY</b>	<u>\$ (396,233)</u>	<u>\$ 2,120,072</u>	<u>\$ 201,352</u>	<u>\$ 597,585</u>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS**  
For the seven months ending April 30, 2019  
58% of the Fiscal Year 2019

<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	\$ 4,352,612	\$ 285,416	2,167,100	\$ (2,185,512)	50%
Service charge and hook-up fees	170,173	48,568	110,889	(59,284)	65%
Grant Income	-	-	-	-	0%
Miscellaneous	115	13	111	(4)	97%
<b>Total Revenues</b>	<u>4,522,900</u>	<u>333,997</u>	<u>2,278,101</u>	<u>(2,244,799)</u>	<u>50%</u>
<b>EXPENDITURES</b>					
Personnel Services	618,649	41,669	287,349	(331,300)	46%
Commodities	39,046	1,020	8,272	(30,774)	21%
Contract Services	2,856,232	212,232	860,153	(1,996,079)	30%
Maintenance	38,201	7,711	10,336	(27,865)	27%
Other	227	-	2,048	1,821	
Storm Water Grant	54,000	1,500	8,064	(45,936)	15%
Capital Outlay	371,908	3,076	21,529	(350,379)	6%
<b>Total Expenditures</b>	<u>3,978,263</u>	<u>267,207</u>	<u>1,197,752</u>	<u>(2,780,511)</u>	<u>30%</u>
<b>OPERATING INCOME (LOSS)</b>	<u>544,637</u>	<u>66,790</u>	<u>1,080,349</u>	<u>535,712</u>	Note 1
<b>NON-OPERATING REVENUE (EXPENSE)</b>					
Interest income	6,009	1,314	4,824	(1,185)	80%
	<u>6,009</u>	<u>1,314</u>	<u>4,824</u>	<u>(1,185)</u>	<u>80%</u>
<b>INCOME (LOSS) BEFORE OPERATING TRANSFERS</b>	<u>550,646</u>	<u>68,104</u>	<u>1,085,174</u>	<u>534,528</u>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (Lottery Events)	3,000	-	-	(3,000)	0%
Operating transfers out (CIP)	(1,201,125)	-	(1,201,125)	-	100%
Bond/registered warrant proceeds	-	-	-	-	0%
Capital Improvement	(125,000)	-	-	125,000	0%
<b>Total other Financing Sources (Uses)</b>	<u>(1,323,125)</u>	<u>-</u>	<u>(1,201,125)</u>	<u>122,000</u>	<u>91%</u>
<b>NET INCOME (LOSS)</b>	<u>\$ (772,479)</u>	<u>\$ 68,104</u>	<u>\$ (115,951)</u>	<u>\$ 656,528</u>	

**Note 1: Restatement of Operating Income Variance**

Operating Income Variance	535,712
City of Omaha billing in arrears 2 months	(600,000)
Adjusted Operating Income Variance	<u>(64,288)</u>

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the seven months ending April 30, 2019**  
**58% of the Fiscal Year 2019**

	<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><u>REVENUES</u></b>					
Property Taxes	\$ 940,376	\$ 313,133	500,487	\$ (439,889)	53%
Sales and use taxes	2,598,480	182,919	1,297,923	(1,300,557)	50%
Payments in Lieu of taxes	91,225	-	-	(91,225)	0%
Interest income	18,586	3,968	26,883	8,297	145%
Other (Special Assessments; Fire Reimbursmt)	584,244	492,245	746,867	162,623	128%
<b>Total Revenues</b>	<b>4,232,911</b>	<b>992,264</b>	<b>2,572,160</b>	<b>(1,660,751)</b>	<b>61%</b>
<b><u>EXPENDITURES</u></b>					
Administration	162,869	12,073	18,022	(144,847)	11%
Fire Contract Bond	122,513	10,209	71,463	(51,050)	58%
Debt service					
Principal	3,180,000	-	1,835,000	(1,345,000)	58%
Interest	665,080	-	202,132	(462,948)	30%
<b>Total Expenditures</b>	<b>4,130,462</b>	<b>22,282</b>	<b>2,126,617</b>	<b>(2,003,845)</b>	<b>51%</b>
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<b>102,449</b>	<b>969,982</b>	<b>445,543</b>	<b>343,094</b>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in (GF Hwy Alloc)	724,604	-	-	(724,604)	0%
Operating transfers out (CIP, OSP)	(3,179,106)	-	(1,040,395)	2,138,711	33%
<b>Total other Financing Sources (Uses)</b>	<b>(2,454,502)</b>	<b>-</b>	<b>(1,040,395)</b>	<b>1,414,107</b>	
<b><u>NET FUND ACTIVITY</u></b>	<b>\$ (2,352,053)</b>	<b>\$ 969,982</b>	<b>\$ (594,852)</b>	<b>\$ 1,757,201</b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the seven months ending April 30, 2019**  
**58% of the Fiscal Year 2019**

	<b>Capital Fund</b>				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>	<u>% of Budget Used</u>
<b><u>REVENUES</u></b>					
Interest income	\$ 11,366	\$ -	\$ -	\$ (11,366)	0%
Grant Income	-	-	-	-	0%
Special Assessment	800,000	-	-	(800,000)	0%
Interagency	-	-	-	-	0%
Total Revenues	<u>811,366</u>	<u>-</u>	<u>-</u>	<u>(811,366)</u>	<u>0%</u>
<b><u>EXPENDITURES</u></b>					
Other	-	-	-	-	0%
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<u>811,366</u>	<u>-</u>	<u>-</u>	<u>(811,366)</u>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in (GF, DSF)	2,570,012	-	993,029	(1,576,983)	39%
Operating transfers out (DSF)	(90,000)	-	-	90,000	0%
Bond/registered warrant proceeds	10,270,000	-	-	(10,270,000)	0%
Capital outlay	(8,982,012)	-	(501,634)	8,480,378	6%
Total other Financing Sources (Uses)	<u>3,768,000</u>	<u>-</u>	<u>491,395</u>	<u>(3,276,605)</u>	<u>13%</u>
<b><u>NET FUND ACTIVITY</u></b>	\$ <u>4,579,366</u>	\$ <u>-</u>	\$ <u>491,395</u>	\$ <u>(4,087,971)</u>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the seven months ending April 30, 2019**  
**58% of the Fiscal Year 2019**

	<b>Lottery Fund</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>					
Lottery Rev/Community Betterment	\$ 850,000	\$ 78,721	\$ 467,890	\$ (382,110)	55%
Lottery Tax Form 51	340,000	31,488	186,751	(153,249)	55%
Event Revenue	-	-	-	-	0%
Interest income	16,691	4,215	28,300	11,609	170%
Miscellaneous / Other	-	-	-	-	0%
<b>Total Revenues</b>	<u>1,206,691</u>	<u>114,425</u>	<u>682,941</u>	<u>(523,750)</u>	<u>57%</u>
<b>EXPENDITURES</b>					
Professional Services	285,813	208	57,698	(228,115)	20%
Salute to Summer	32,634	3,876	5,633	(27,001)	17%
Community Events	11,832	1,333	14,826	2,994	125%
Events - Marketing	31,668	2,043	13,454	(18,214)	42%
Recreation Events	4,507	495	523	(3,984)	12%
Concert & Movie Nights	13,721	-	2,056	(11,665)	15%
City Anniversary Celebration	30,000	-	-	(30,000)	0%
Travel & Training	-	-	-	-	0%
State Taxes	350,000	31,488	186,751	(163,249)	53%
Other	-	-	-	-	0%
Capital outlay	-	-	-	-	0%
<b>Total Expenditures</b>	<u>760,175</u>	<u>39,443</u>	<u>280,941</u>	<u>(479,234)</u>	<u>37%</u>
<b>REVENUES NET OF EXPENDITURES</b>	<u>446,516</u>	<u>74,982</u>	<u>402,000</u>	<u>(44,516)</u>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	-	-	2,460	2,460	
Operating transfers out (GF, SF, DSF)	(395,902)	-	(172,652)	223,250	44%
<b>Total other Financing Sources (Uses)</b>	<u>(395,902)</u>	<u>-</u>	<u>(170,192)</u>	<u>225,710</u>	43%
<b>NET FUND ACTIVITY</b>	<u>\$ 50,614</u>	<u>\$ 74,982</u>	<u>\$ 231,808</u>	<u>\$ 181,194</u>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the seven months ending April 30, 2019**  
**58% of the Fiscal Year 2019**

	<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><u>REVENUES</u></b>					
Other Income	\$	-	-	-	
Interest income	718	-	4	(714)	
Total Revenues	<u>718</u>	<u>-</u>	<u>4</u>	<u>(714)</u>	
<b><u>EXPENDITURES</u></b>					
Professional Services	75,000	-	-	(75,000)	0%
Debt service: (Warrants)				-	0%
Principal	-	-	-	-	0%
Interest	59,559	-	-	(59,559)	0%
Total Expenditures	<u>134,559</u>	<u>-</u>	<u>-</u>	<u>(134,559)</u>	<u>0%</u>
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<u>(133,841)</u>	<u>-</u>	<u>4</u>	<u>133,845</u>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in (GF, DSF)	200,000	-	-	(200,000)	0%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	3,000,000			(3,000,000)	0%
Community Development - Grant	<u>(3,000,000)</u>	<u>-</u>	<u>-</u>	<u>3,000,000</u>	<u>0%</u>
Total other Financing Sources (Uses)	<u>200,000</u>	<u>-</u>	<u>-</u>	<u>(200,000)</u>	<u>0%</u>
<b><u>NET FUND ACTIVITY</u></b>	\$ <u>66,159</u>	\$ <u>-</u>	\$ <u>4</u>	\$ <u>(66,155)</u>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the seven months ending April 30, 2019**  
**58% of the Fiscal Year 2019**

	<b>Off Street Parking</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><u>REVENUES</u></b>					
Interest income	\$ 464	1,727	7,040	6,576	
Total Revenues	<u>464</u>	<u>1,727</u>	<u>7,040</u>	<u>6,576</u>	
<b><u>EXPENDITURES</u></b>					
General & Administrative	20,518	641	6,471	(14,047)	32%
Professional Services	163,150	-	951	(162,199)	1%
Maintenance	34,073	-	300	(33,773)	1%
Debt service: (Warrants)					
Principal	670,000	-	485,000	(185,000)	72%
Interest	249,901	-	111,989	(137,912)	45%
Total Expenditures	<u>1,137,642</u>	<u>641</u>	<u>604,711</u>	<u>(532,931)</u>	<u>53%</u>
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<u>(1,137,178)</u>	<u>1,086</u>	<u>(597,672)</u>	<u>539,506</u>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in (GF, DSF, RDF)	1,138,651	76,781	607,239	(531,412)	53%
Operating transfers out		-	-		0%
Bond/registered warrant proceeds	2,503,611	-	-	(2,503,611)	0%
Capital Improvement	(6,852,315)	(412,281)	(1,165,396)	5,686,919	17%
Total other Financing Sources (Uses)	<u>(3,210,053)</u>	<u>(335,500)</u>	<u>(558,157)</u>	<u>2,651,896</u>	<u>17%</u>
<b><u>NET FUND ACTIVITY</u></b>	\$ <u>(4,347,231)</u>	\$ <u>(334,414)</u>	\$ <u>(1,155,829)</u>	\$ <u>3,191,402</u>	



**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the seven months ending April 30, 2019**  
**58% of the Fiscal Year 2019**

	<b>Redevelopment Fund</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><u>REVENUES</u></b>					
Sales and use taxes	\$ 2,598,480	182,919	1,297,923	(1,300,557)	50%
Franchise Fee & Occupation Tax	500,000	-	-	(500,000)	0%
Interest income	65,818	4,363	38,578	(27,240)	59%
<b>Total Revenues</b>	<u>3,164,298</u>	<u>187,282</u>	<u>1,336,500</u>	<u>(1,827,798)</u>	<u>42%</u>
<b><u>EXPENDITURES</u></b>					
Community Development	-	-	-	-	0%
Professional Services	556,639	-	-	(556,639)	0%
Financial / Legal Fees	175,500	24,441	85,584	(89,916)	49%
Debt service: (Warrants)	-	-	-	-	0%
Principal	775,000	-	-	(775,000)	0%
Interest	1,000,918	-	318,809	(682,109)	32%
<b>Total Expenditures</b>	<u>2,508,057</u>	<u>24,441</u>	<u>404,393</u>	<u>(2,103,664)</u>	<u>16%</u>
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<u>656,241</u>	<u>162,841</u>	<u>932,107</u>	<u>275,866</u>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in	-	-	-	-	0%
Operating transfers out (OSP)	(415,557)	(76,781)	(552,083)	(136,526)	133%
Bond/registered warrant proceeds	17,130,000	-	-	(17,130,000)	0%
Capital Improvement	(10,780,187)	(238,126)	(2,352,087)	8,428,100	22%
<b>Total other Financing Sources (Uses)</b>	<u>5,934,256</u>	<u>(314,907)</u>	<u>(2,904,170)</u>	<u>(8,838,426)</u>	
<b><u>NET FUND ACTIVITY</u></b>	<u>\$ 6,590,497</u>	<u>\$ (152,066)</u>	<u>\$ (1,972,063)</u>	<u>\$ (8,562,560)</u>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the seven months ending April 30, 2019**  
**58% of the Fiscal Year 2019**

	<b>Police Academy Fund</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><u>REVENUES</u></b>					
Other Income	\$ 80,000	-	80,877	877	101%
Interest income	55	-	19	(36)	35%
<b>Total Revenues</b>	<u>80,055</u>	<u>-</u>	<u>80,896</u>	<u>841</u>	<u>101%</u>
<b><u>EXPENDITURES</u></b>					
Personnel Services	76,404	5,760	42,490	(33,914)	56%
Commodities	3,500	-	575	(2,925)	16%
Contract Services	11,700	(1,050)	7,971	(3,729)	68%
Other Charges	3,500	37	3,389	(111)	97%
<b>Total Expenditures</b>	<u>95,104</u>	<u>4,747</u>	<u>54,426</u>	<u>(40,678)</u>	<u>57%</u>
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<u>(15,049)</u>	<u>(4,747)</u>	<u>26,470</u>	<u>41,519</u>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in (GF)	20,000	-	20,000	-	100%
Operating transfers out	-	-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<u>20,000</u>	<u>-</u>	<u>20,000</u>	<u>-</u>	
<b><u>NET FUND ACTIVITY</u></b>	<u>\$ 4,951</u>	<u>\$ (4,747)</u>	<u>\$ 46,470</u>	<u>\$ 41,519</u>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the seven months ending April 30, 2019**  
**58% of the Fiscal Year 2019**

	<b>TIF 1A</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><u>REVENUES</u></b>					
Property Tax	\$			-	0%
Interest income				-	0%
<b>Total Revenues</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
<b><u>EXPENDITURES</u></b>					
Other	-	-	-	-	0%
Contract Services	-	-	12,364	12,364	0%
<b>Total Expenditures</b>	<u>-</u>	<u>-</u>	<u>12,364</u>	<u>12,364</u>	
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<u>-</u>	<u>-</u>	<u>(12,364)</u>	<u>(12,364)</u>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in				-	0%
Operating transfers out	-	-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
<b><u>NET FUND ACTIVITY</u></b>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>(12,364)</u>	\$ <u>(12,364)</u>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the seven months ending April 30, 2019**  
**58% of the Fiscal Year 2019**

	<b>TIF 1B</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><u>REVENUES</u></b>					
Property Tax	\$			-	0%
Interest income				-	0%
<b>Total Revenues</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
<b><u>EXPENDITURES</u></b>					
Other	-	-	-	-	0%
Contract Services	-	-	19,136	19,136	0%
<b>Total Expenditures</b>	<u>-</u>	<u>-</u>	<u>19,136</u>	<u>19,136</u>	
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<u>-</u>	<u>-</u>	<u>(19,136)</u>	<u>(19,136)</u>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in				-	0%
Operating transfers out	-	-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
<b><u>NET FUND ACTIVITY</u></b>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>(19,136)</u>	\$ <u>(19,136)</u>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the seven months ending April 30, 2019**  
**58% of the Fiscal Year 2019**

<b>Sewer Reserve Fund</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><u>REVENUES</u></b>					
Interest income	\$ 3,003	1,118	4,008	1,005	133%
Total Revenues	3,003	1,118	4,008	1,005	133%
<b><u>EXPENDITURES</u></b>					
Other	-	-	-	-	0%
Total Expenditures	-	-	-	-	0%
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<b>3,003</b>	<b>1,118</b>	<b>4,008</b>	<b>1,005</b>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in	1,201,125	-	1,201,125	-	100%
Operating transfers out	-	-	-	-	0%
Total other Financing Sources (Uses)	1,201,125	-	1,201,125	-	
<b><u>NET FUND ACTIVITY</u></b>	<b>\$ 1,204,128</b>	<b>\$ 1,118</b>	<b>\$ 1,205,133</b>	<b>\$ 1,005</b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the seven months ending April 30, 2019**  
**58% of the Fiscal Year 2019**

	<b>Qualified Sinking Fund</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><u>REVENUES</u></b>					
Interest income	\$ 250	93	334	84	133%
<b>Total Revenues</b>	250	93	334	84	133%
<b><u>EXPENDITURES</u></b>					
Other	-	-	-	-	0%
<b>Total Expenditures</b>	-	-	-	-	0%
<b><u>REVENUES NET OF EXPENDITURES</u></b>	250	93	334	84	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in	100,000	-	100,000	-	100%
Operating transfers out	-	-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	100,000	-	100,000	-	0%
<b><u>NET FUND ACTIVITY</u></b>	\$ 100,250	\$ 93	\$ 100,334	\$ 84	



**Mail Payments to:**  
 Dept 1539, PO Box 17180  
 Denver, CO 80217  
 phone: 303.721.1440  
 email: accounting@fhueng.com

**INVOICE**

Mr. John Kottmann, PE  
 City Engineer  
 City of La Vista  
 9900 Portal Rd  
 La Vista, NE 68128

May 22, 2019  
 Project No: 115453-13  
 Invoice No: 24588

Project 115453-13 Giles Signal Retiming  
**Professional Services for the Period: April 1, 2019 to April 30, 2019**  
**Professional Personnel**

	Hours	Rate	Amount	
Associate				
Meisinger, Mark	3.25	190.00	617.50	
Engineer IV				
Andersen, David	44.25	145.00	6,416.25	
Intern I				
Adams, Timothy	6.00	55.00	330.00	
Labor	53.50		7,363.75	
<b>Total Labor</b>				<b>7,363.75</b>

**Reimbursable Expenses**

Mileage			20.30	
<b>Total Reimbursables</b>			<b>20.30</b>	<b>20.30</b>

**In-House Units**

Vehicle per mile Federal	633.0 Miles @ 0.58		367.14	
Color Printing	18.0 Prints @ 0.19		3.42	
B&W Printing	7.0 B&W Prints @ 0.12		.84	
<b>Total In-House</b>			<b>371.40</b>	<b>371.40</b>

**Contract Limits**

	Current	Prior	To-Date
Total Billings	7,755.45	10,706.95	18,462.40
Contract Maximum			19,440.00
Remaining Contract			977.60

**TOTAL AMOUNT DUE \$7,755.45 ←**

**Billed-To-Date Summary**

	Current	Prior	Total
Labor	7,363.75	9,410.00	16,773.75
Expense	20.30	1,260.90	1,281.20
In-House	371.40	36.05	407.45
<b>Totals</b>	<b>7,755.45</b>	<b>10,706.95</b>	<b>18,462.40</b>

*o.k. to pay*  
*ANK 6-3-2019*  
*05.71.0901.002*

Project Manager David Andersen

*Consent Agenda 6/18/19*  
*(R)*



**Contractor's Application for Payment No. 10**

Application Period: 5/1/2019-5/31/2019		Application Date: 5/31/2019	
To (Owner): La Vista Community Development Agency	From (Contractor): Graham Construction, Inc.	Via (Engineer): Olsson Associates	
Project: City of La Vista 84th St. Redevelopment Area City Centre Infrastructure	Contact: Rob Wells	Tony Egelhoff	
Owner's Contract No.: CD-17-008	Contractor's Project No.: N17045	Engineer's Project No.: B16-0546	

**Application For Payment  
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
1		\$159,278.10
2	\$115,225.88	
3	\$240,850.90	
4	\$39,201.43	
<b>TOTALS</b>		
	\$395,278.21	\$159,278.10
<b>NET CHANGE BY CHANGE ORDERS</b>	\$236,000.11	

1. ORIGINAL CONTRACT PRICE.....	\$ 54,298,611.80
2. Net change by Change Orders.....	\$ 236,000.11
3. Current Contract Price (Line 1 + 2).....	\$ 54,534,611.91
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 53,743,323.22
5. RETAINAGE:	
a. 10% X \$3,743,323.22 Work Completed.....	\$ 374,332.32
b. 10% X _____ Stored Material.....	\$ _____
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 374,332.32
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 53,368,990.89
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 53,028,426.84
8. AMOUNT DUE THIS APPLICATION.....	\$ 340,564.05
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 1,165,621.02

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

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**Contractor Signature**

By: [Signature] Date: 6/10/2019

Payment of: \$ 340,564.05 ←  
(Line 8 or other - attach explanation of the other amount)

is approved by: [Signature] Engineer Date: 6/10/19  
(Date)

*o.k. to pay  
JMK  
6-16-2019  
15,711,0309.003*

*Consent Agenda 6/18/19 @*

*A-5*



**Progress Estimate - Lump Sum Work**

**Contractor's Application**

For (Contract): Rob Wells				Application Number: 10				
Application Period: 5/1/2019-5/31/2019				Application Date: 5/31/2019				
		Work Completed		E	F		G	
Specification Section No.	A Description	B Scheduled Value (\$)	C From Previous Application (C+D)	D This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
1	Mobilization	\$355,000.00	\$355,000.00			\$355,000.00	100.0%	
70	Preperation of Structure	\$10,000.00	\$10,000.00			\$10,000.00	100.0%	
111	Install Traffic Posts and Signs	\$22,000.00						\$22,000.00
112	Provide Temporary Traffic Control	\$15,000.00						\$15,000.00
128	Construct Water Quality Structure	\$18,000.00	\$18,000.00			\$18,000.00	100.0%	
WCD#1	Removal of Tree per 240850.9	\$705.85	\$705.85			\$705.85	100.0%	
WCD#2	Abandonment of 50' of 36" Storm per Work Change Directive #2	\$10,861.78	\$10,861.78			\$10,861.78	100.0%	
WCD#3	Construction of a 10-inch stubout from Sanitary Manhole GS2	\$232.50	\$232.50			\$232.50	100.0%	
WCD#4	Remove existing wood panel fence, and replace with white vinylprivac	\$51,139.20	\$51,139.20			\$51,139.20	100.0%	
WCD#6	Construction of a 2" ACC Overlay as per Work Change Directive #6	\$8,300.00	\$8,300.00			\$8,300.00	100.0%	
WCD#7	Retaining Wall Cap Salvage	\$5,118.75	\$5,118.75			\$5,118.75	100.0%	
WCD#8	42" Energy Dissipators	\$5,076.00	\$5,076.00			\$5,076.00	100.0%	
WCD#9	Addition of Receptacles to Lightpoles Throughout the Project	\$91,825.13						\$91,825.13
WCD#10	Outlet C, Lot4,5,6 Grading Work	\$109,698.60	\$90,000.00			\$90,000.00	82.0%	\$19,698.60
WCD#11	Installation of Decorative Street Signs	\$42,630.00						\$42,630.00
CO#4	Phase 1 & 2 Liquidated Damages	(\$5,710.00)	(\$5,710.00)			(\$5,710.00)	100.0%	
<b>Totals</b>		<b>\$739,877.81</b>	<b>\$548,724.08</b>			<b>\$548,724.08</b>		<b>\$191,153.73</b>

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Rob Wells						Application Number: 10					
Application Period: 5/1/2019-5/31/2019						Application Date: 5/31/2019					
A				B	C	D	E	F			
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
002	Remove pavement	4,373.00	SY	\$10.30	\$45,041.90	4926	\$50,737.80		\$50,737.80	112.6%	-\$5,695.90
003	Remove sidewalk	582.00	SF	\$6.90	\$4,015.80	594	\$4,098.60		\$4,098.60	102.1%	-\$82.80
004	Remove median surfacing	1,136.00	SF	\$10.30	\$11,700.80	1078	\$11,103.40		\$11,103.40	94.9%	\$597.40
005	Remove < 12" sewer pipe	526.00	LF	\$14.70	\$7,732.20	601	\$8,834.70		\$8,834.70	114.3%	-\$1,102.50
006	Remove 15-18" sewer pipe	311.00	LF	\$14.70	\$4,571.70	29	\$426.30		\$426.30	9.3%	\$4,145.40
007	Remove 48" sewer pipe	418.00	LF	\$16.70	\$6,980.60						\$6,980.60
008	Remove 54" sewer pipe	53.00	LF	\$24.50	\$1,298.50	53	\$1,298.50		\$1,298.50	100.0%	
009	Remove manhole	3.00	EA	\$685.00	\$2,055.00	3	\$2,055.00		\$2,055.00	100.0%	
010	Remove flared end 36-48"	1.00	EA	\$294.00	\$294.00	1	\$294.00		\$294.00	100.0%	
011	Remove flared end 48-60"	1.00	EA	\$294.00	\$294.00	1	\$294.00		\$294.00	100.0%	
012	Remove light pole	2.00	EA	\$975.00	\$1,950.00	3	\$2,925.00		\$2,925.00	150.0%	-\$975.00
013	Remove area inlet	1.00	EA	\$735.00	\$735.00	1	\$735.00		\$735.00	100.0%	
014	Remove curb inlet	3.00	EA	\$490.00	\$1,470.00	3	\$1,470.00		\$1,470.00	100.0%	
015	Remove sign	2.00	EA	\$98.00	\$196.00	2	\$196.00		\$196.00	100.0%	
016	Remove fence	856.00	LF	\$3.90	\$3,338.40	856	\$3,338.40		\$3,338.40	100.0%	
017	Remove retaining wall	2,883.00	SF	\$3.90	\$11,243.70	2883	\$11,243.70		\$11,243.70	100.0%	
018	Saw cut full depth	317.00	LF	\$4.50	\$1,426.50	248	\$1,116.00		\$1,116.00	78.2%	\$310.50
019	Excavation on site	19,263.00	CY	\$6.75	\$130,025.25	19263	\$130,025.25		\$130,025.25	100.0%	
020	Unsuitable material	500.00	CY	\$30.00	\$15,000.00						\$15,000.00
021	Security fence	1,300.00	LF	\$13.00	\$16,900.00	1498	\$19,474.00		\$19,474.00	115.2%	-\$2,574.00
022	Temp contractor access road	2,914.00	SY	\$9.00	\$26,226.00	5880	\$52,920.00		\$52,920.00	201.8%	-\$26,694.00
023	Temp 8" surfacing	912.00	SY	\$50.00	\$45,600.00	496	\$24,800.00		\$24,800.00	54.4%	\$20,800.00
024	Reconstruct manhole to grade	15.90	VF	\$590.00	\$9,381.00	15.9	\$9,381.00		\$9,381.00	100.0%	
025	Adjust Manhole to grade	0	EA	\$490.00	0						
026	Adjust Inlet to grade	0	EA	\$735.00	0						
027	6" concrete pavement L65	4,782.00	SY	\$64.00	\$306,048.00	3571	\$228,544.00		\$228,544.00	74.7%	\$77,504.00
028	8" concrete pavement L65	9,279.00	SY	\$57.00	\$528,903.00	7095	\$404,415.00		\$404,415.00	76.5%	\$124,488.00
028A**	8" concrete pavement L65	204.00	SY	\$48.45	\$9,883.80	204	\$9,883.80		\$9,883.80	100.0%	
029	8" combo curb & gutter	286.00	LF	\$14.75	\$4,218.50	171	\$2,522.25		\$2,522.25	59.8%	\$1,696.25
030	8" imprinted concrete surfacing	3,249.00	SF	\$17.75	\$57,669.75	1609	\$28,559.75		\$28,559.75	49.5%	\$29,110.00
031	4" PCC sidewalk	4,225.00	SF	\$4.00	\$16,900.00	1768	\$7,072.00		\$7,072.00	41.8%	\$9,828.00
032	6" concrete median surfacing	317.00	SF	\$5.00	\$1,585.00						\$1,585.00
033	Concrete curb ramp	255.00	SF	\$10.75	\$2,741.25	70	\$752.50		\$752.50	27.5%	\$1,988.75
034	Armor-tile warning panels	53.00	SF	\$31.50	\$1,669.50	16	\$504.00		\$504.00	30.2%	\$1,165.50
035	Gravity block retaining wall	996.00	SF	\$70.00	\$69,720.00	996	\$69,720.00		\$69,720.00	100.0%	
036	Alternate #1 Gravity block retaining wall	3,530.00	SF	\$75.00	\$264,750.00	3530	\$264,750.00		\$264,750.00	100.0%	
037	Small block retaining wall	382.00	SF	\$24.00	\$9,168.00						\$9,168.00
038	Pipe railing	539.00	LF	\$50.00	\$26,950.00	539	\$26,950.00		\$26,950.00	100.0%	
038A	Construct 48" Black Vinyl Chain Link Fence	418.00	LF	\$20.00	\$8,360.00						\$8,360.00
039	Construct Curb Wall	503.00	SF	\$40.00	\$20,120.00	377	\$15,080.00		\$15,080.00	75.0%	\$5,040.00
040	Agg bedding 10" storm sewer pipe	49.00	LF	\$6.00	\$294.00	49	\$294.00		\$294.00	100.0%	
041	Agg bedding 12" storm sewer pipe	38.00	LF	\$6.25	\$237.50	38	\$237.50		\$237.50	100.0%	
042	Agg bedding 15" storm sewer pipe	382.00	LF	\$7.00	\$2,674.00	382	\$2,674.00		\$2,674.00	100.0%	
043	Agg bedding 18" storm sewer pipe	473.00	LF	\$8.00	\$3,784.00	473	\$3,784.00		\$3,784.00	100.0%	

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Rob Wells							Application Number: 10				
Application Period: 5/1/2019-5/31/2019							Application Date: 5/31/2019				
A				B	C	D	E	F			
Bid Item No.	Item Description	Contract Information			Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Item Quantity	Units	Unit Price							
044	Agg bedding 24" storm sewer pipe	848.00	LF	\$9.50	\$8,056.00	848	\$8,056.00		\$8,056.00	100.0%	
045	Agg bedding 30" storm sewer pipe	1,518.00	LF	\$14.75	\$22,390.50	1518	\$22,390.50		\$22,390.50	100.0%	
046	Agg bedding 36" storm sewer pipe	956.00	LF	\$17.50	\$16,730.00	871	\$15,242.50		\$15,242.50	91.1%	\$1,487.50
047	Agg bedding 42" storm sewer pipe	913.00	LF	\$20.00	\$18,260.00	913	\$18,260.00		\$18,260.00	100.0%	
048	Agg bedding 54" storm sewer pipe	484.00	LF	\$25.20	\$12,196.80	484	\$12,196.80		\$12,196.80	100.0%	
049	8" HDPE storm sewer pipe	24.00	LF	\$49.00	\$1,176.00	24	\$1,176.00		\$1,176.00	100.0%	
050	10" HDPE storm sewer pipe	46.00	LF	\$42.00	\$1,932.00	46	\$1,932.00		\$1,932.00	100.0%	
051	12" HDPE storm sewer pipe	38.00	LF	\$49.00	\$1,862.00	38	\$1,862.00		\$1,862.00	100.0%	
052	15" HDPE storm sewer pipe	60.00	LF	\$54.50	\$3,270.00	60	\$3,270.00		\$3,270.00	100.0%	
053	18" HDPE storm sewer pipe	25.00	LF	\$64.00	\$1,600.00	60	\$3,840.00		\$3,840.00	240.0%	-\$2,240.00
054	24" HDPE storm sewer pipe	38.00	LF	\$67.00	\$2,546.00	38	\$2,546.00		\$2,546.00	100.0%	
055	15" RCP class III	322.00	LF	\$50.00	\$16,100.00	322	\$16,100.00		\$16,100.00	100.0%	
056	18" RCP class III	448.00	LF	\$60.00	\$26,880.00	448	\$26,880.00		\$26,880.00	100.0%	
057	24" RCP class III	810.00	LF	\$62.00	\$50,220.00	810	\$50,220.00		\$50,220.00	100.0%	
058	30" RCP class III	1,518.00	LF	\$74.00	\$112,332.00	1518	\$112,332.00		\$112,332.00	100.0%	
059	36" RCP D(0.01)=1350	956.00	LF	\$105.00	\$100,380.00	871	\$91,455.00		\$91,455.00	91.1%	\$8,925.00
060	36" RCP D(0.01)=1350 or HDPE	157.00	LF	\$105.00	\$16,485.00						\$16,485.00
061	42" RCP D(0.01)=1350	913.00	LF	\$130.00	\$118,690.00	913	\$118,690.00		\$118,690.00	100.0%	
062	54" RCP D(0.01)=1350 or HDPE	484.00	LF	\$165.00	\$79,860.00	484	\$79,860.00		\$79,860.00	100.0%	
063	36" concrete collar	1.00	EA	\$2,050.00	\$2,050.00	1	\$2,050.00		\$2,050.00	100.0%	
064	54" ID storm manhole	24.30	VF	\$750.00	\$18,225.00	24.4	\$18,300.00		\$18,300.00	100.4%	-\$75.00
065	60" ID storm manhole	44.50	VF	\$770.00	\$34,265.00	44.5	\$34,265.00		\$34,265.00	100.0%	
066	72" ID storm manhole	32.20	VF	\$800.00	\$25,760.00	32.2	\$25,760.00		\$25,760.00	100.0%	
067	84" ID storm manhole	87.00	VF	\$1,105.00	\$96,135.00	78.8	\$87,074.00		\$87,074.00	90.6%	\$9,061.00
068	96" ID storm manhole	145.90	VF	\$1,185.00	\$172,891.50	137.9	\$163,411.50		\$163,411.50	94.5%	\$9,480.00
069	Type C manhole NDOR 435-R1	1.00	EA	\$20,450.00	\$20,450.00	1	\$20,450.00		\$20,450.00	100.0%	
071	30" RC flared end		EA	\$2,400.00							
072	36" RC flared end	1.00	EA	\$2,700.00	\$2,700.00	1	\$2,700.00		\$2,700.00	100.0%	
073	42" RC flared end	1.00	EA	\$3,000.00	\$3,000.00	1	\$3,000.00		\$3,000.00	100.0%	
074	Reinforced curb inlet type III	2.00	EA	\$5,650.00	\$11,300.00	2	\$11,300.00		\$11,300.00	100.0%	
075	Curb inlet type I	3.00	EA	\$2,900.00	\$8,700.00	2	\$5,800.00		\$5,800.00	66.7%	\$2,900.00
076	Curb inlet type III	2.00	EA	\$3,750.00	\$7,500.00	1	\$3,750.00		\$3,750.00	50.0%	\$3,750.00
077	Curb inlet type IV	4.00	EA	\$2,825.00	\$11,300.00	2	\$5,650.00		\$5,650.00	50.0%	\$5,650.00
078	Grated inlet type saddle creek	11.00	EA	\$6,500.00	\$71,500.00	10	\$65,000.00		\$65,000.00	90.9%	\$6,500.00
079	Install Filterra Inlet	0	EA	\$20,100.00	0						
080	Agg bedding 6" sani sewer pipe	644.00	LF	\$7.00	\$4,508.00	718	\$5,026.00		\$5,026.00	111.5%	-\$518.00
081	Agg bedding 8" sani sewer pipe	1,531.00	LF	\$7.00	\$10,717.00	1970	\$13,790.00		\$13,790.00	128.7%	-\$3,073.00
082	Agg bedding 10" sani sewer pipe	533.00	LF	\$8.50	\$4,530.50	229	\$1,946.50		\$1,946.50	43.0%	\$2,584.00
083	6" PVC sani sewer pipe	644.00	LF	\$33.00	\$21,252.00	718	\$23,694.00		\$23,694.00	111.5%	-\$2,442.00
084	8" PVC sani sewer pipe	1,859.00	LF	\$33.00	\$61,347.00	1531	\$50,523.00		\$50,523.00	82.4%	\$10,824.00
085	10" PVC sani sewer pipe	234.00	LF	\$35.00	\$8,190.00	229	\$8,015.00		\$8,015.00	97.9%	\$175.00
086	10" DIP sani sewer pipe	495.00	LF	\$150.00	\$74,250.00	495	\$74,250.00		\$74,250.00	100.0%	
087	Construct 6" x 8" Wye	1.00	EA	\$350.00	\$350.00	1	\$350.00		\$350.00	100.0%	
087A	Construct 6" x 10" Wye	1.00	EA	\$350.00	\$350.00	1	\$350.00		\$350.00	100.0%	

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Rob Wells						Application Number: 10					
Application Period: 5/1/2019-5/31/2019						Application Date: 5/31/2019					
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
088	6" cleanout	1.00	EA	\$625.00	\$625.00	1	\$625.00		\$625.00	100.0%	
089	Install external frame seal	50.00	EA	\$350.00	\$17,500.00						\$17,500.00
090	Connect sani sewer manhole tap	1.00	EA	\$12,000.00	\$12,000.00	1	\$12,000.00		\$12,000.00	100.0%	
091	Connect sani manhole tap extra deep	1.00	EA	\$40,000.00	\$40,000.00	1	\$40,000.00		\$40,000.00	100.0%	
091A	Construct 30" Storm Sewer Tap	1.00	EA								
092	54" ID sani manhole	178.60	VF	\$510.00	\$91,086.00	178.6	\$91,086.00		\$91,086.00	100.0%	
093	Riprap type B	165.00	IT	\$62.00	\$10,230.00	104	\$6,448.00		\$6,448.00	63.0%	\$3,782.00
094	1" SCH 40 PVC in trench	12,380.00	LF	\$3.00	\$37,140.00	6077	\$18,231.00		\$18,231.00	49.1%	\$18,909.00
095	#8 copper wire w/ thwn insul	18,590.00	LF	\$0.65	\$12,083.50	12428	\$8,078.20		\$8,078.20	66.9%	\$4,005.30
096	LED luminare w/ pole & base	66.00	EA	\$5,310.00	\$350,460.00	43	\$228,330.00		\$228,330.00	65.2%	\$122,130.00
097	Electrical handhole/pullbox	14.00	EA	\$480.00	\$6,720.00	5	\$2,400.00		\$2,400.00	35.7%	\$4,320.00
098	Lighting service cabinet	1.00	EA	\$18,782.00	\$18,782.00						\$18,782.00
099	Permanent paint 4" white	4,677.00	LF	\$2.25	\$10,523.25						\$10,523.25
100	Permanent paint 5" yellow	325.00	LF	\$3.50	\$1,137.50						\$1,137.50
101	Perm tape type 4, 5" white grooved	972.00	LF	\$5.50	\$5,346.00						\$5,346.00
102	Perm tape type 3, 12" white grooved	80.00	LF	\$22.00	\$1,760.00						\$1,760.00
103	Perm tape type 3, 24" white grooved	310.00	LF	\$22.00	\$6,820.00						\$6,820.00
104	Perm tape white left arrow grooved	4.00	EA	\$475.00	\$1,900.00						\$1,900.00
105	Perm tape white right arrow grooved	3.00	EA	\$550.00	\$1,650.00						\$1,650.00
106	ADA stall symbol	7.00	EA	\$175.00	\$1,225.00						\$1,225.00
107	Remove lines 5" white	62.00	LF	\$17.00	\$1,054.00						\$1,054.00
108	Remove lines 12" white	40.00	LF	\$29.00	\$1,160.00						\$1,160.00
109	Remove lines 24" white	120.00	LF	\$33.00	\$3,960.00						\$3,960.00
110	Remove arrow	2.00	EA	\$425.00	\$850.00						\$850.00
113	Install seeding cover crop	1.37	AC	\$835.00	\$1,143.95						\$1,143.95
114	Install seeding native mix	0.52	AC	\$3,050.00	\$1,586.00						\$1,586.00
115	Install turf erosion control type 2	6.06	AC	\$8,500.00	\$51,510.00	4.01	\$34,085.00		\$34,085.00	66.2%	\$17,425.00
116	Install inlet protection	20.00	EA	\$215.00	\$4,300.00	15	\$3,225.00		\$3,225.00	75.0%	\$1,075.00
117	Install erosion check wattle	3,023.00	LF	\$3.00	\$9,069.00	2130	\$6,390.00		\$6,390.00	70.5%	\$2,679.00
118	Install sodding	185.00	SY	\$55.00	\$10,175.00						\$10,175.00
119	Install silt fence	460.00	LF	\$3.00	\$1,380.00	343	\$1,029.00		\$1,029.00	74.6%	\$351.00
120	Install flexamat	174.00	SY	\$97.00	\$16,878.00	174	\$16,878.00		\$16,878.00	100.0%	
121	Install turf mat type A	491.00	SY	\$6.25	\$3,068.75	1779	\$11,118.75		\$11,118.75	362.3%	-\$8,050.00
122	Install SAFL baffle	3.00	EA	\$6,900.00	\$20,700.00	3	\$20,700.00		\$20,700.00	100.0%	
123	Install snout	1.00	EA	\$7,100.00	\$7,100.00	1	\$7,100.00		\$7,100.00	100.0%	
124	Install 18" ID preserver	1.00	EA	\$4,200.00	\$4,200.00	1	\$4,200.00		\$4,200.00	100.0%	
125	Install 24" ID preserver	1.00	EA	\$5,300.00	\$5,300.00	1	\$5,300.00		\$5,300.00	100.0%	
126	Install 30" ID preserver	1.00	EA	\$6,900.00	\$6,900.00	1	\$6,900.00		\$6,900.00	100.0%	
127	Install 36" ID skimmer	1.00	EA	\$5,300.00	\$5,300.00	1	\$5,300.00		\$5,300.00	100.0%	
129	Construction entrance	1.00	EA	\$1,500.00	\$1,500.00						\$1,500.00
130	Loader rental operated	20.00	HR	\$120.00	\$2,400.00						\$2,400.00
131	Backhoe rental operated	20.00	HR	\$105.00	\$2,100.00						\$2,100.00
132	Dump truck rental operated	20.00	HR	\$95.00	\$1,900.00						\$1,900.00
133	Skid loader rental operated	20.00	HR	\$100.00	\$2,000.00						\$2,000.00



# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 11

To Owner: City of LaVista  
John Kottmann  
9900 Portal Road  
LaVista, NE 68128

Project: 3146- LaVista Garage District 2 Structure  
1

Application No.: 11

Period To: 5/31/2019

Distribution to:

Owner

Architect

Contractor

From Contractor: Hawkins Construction Company Via Architect: DLR Group Matthew Gulsvig  
P.O. Box 9008  
Omaha, NE 68109

Project Nos: DLR-10-17105-00 Hawkins  
3146

Contract Date: 1/2/2018

Contract For:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum .....	\$3,863,000.00
2. Net Change By Change Order .....	\$208,581.91
3. Contract Sum To Date .....	\$4,071,581.91
4. Total Completed and Stored To Date .....	\$2,366,988.40
5. Retainage :	
a. 10.00% of Completed Work	\$210,296.04
b. 10.00% of Stored Material	\$26,402.80
Total Retainage .....	\$236,698.84
6. Total Earned Less Retainage .....	\$2,130,289.56
7. Less Previous Certificates For Payments .....	\$1,610,862.66
8. Current Payment Due .....	\$519,426.90
9. Balance To Finish, Plus Retainage .....	\$1,941,292.35

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

CONTRACTOR: Hawkins Construction Company

By: Jack R. Adams Date: 5-28-19

State of: Nebraska County of: Douglas  
Subscribed and sworn to before me this 28th day of May 2019  
Notary Public: Stephanie A. Jeannette  
My Commission expires: 9-28-22



## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$519,426.90

O.K. to pay  
\$MK 6-11-2019  
15.71.0911.003 KPW

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

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$209,381.91	\$800.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$209,381.91	\$800.00
Net Changes By Change Order	\$208,581.91	

ARCHITECT: DLR Group Matthew Gulsvig  
By: Matthew Gulsvig Date: 6/3/2019

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

Consent Agenda 6/18/19 @

A-6

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 11  
 Application Date : 5/28/2019  
 To: 5/31/2019  
 Architect's Project No.: DLR-10-17105-00  
 Hawkins 3146

Invoice #: 11 Contract : 3146- LaVista Garage District 2 Structure 1

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date  (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
1	Bond	26,347.00	26,347.00	0.00	0.00	26,347.00	100.00%	0.00	2,634.70
2	Allowances	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00%	0.00	6,000.00
3	Concrete Paving and Sidewalks	47,100.00	0.00	0.00	0.00	0.00	0.00%	47,100.00	0.00
4	Concrete Formwork	797,800.00	287,208.00	76,066.00	0.00	363,274.00	45.53%	434,526.00	36,327.40
5	Concrete Reinforcing	279,500.00	161,520.00	30,000.00	52,696.00	244,216.00	87.38%	35,284.00	24,421.60
6	C.I.P. Foundations	107,900.00	104,663.00	3,237.00	0.00	107,900.00	100.00%	0.00	10,790.00
7	C.I.P Slab on Grade	439,900.00	281,536.00	149,536.00	0.00	431,072.00	97.99%	8,828.00	43,107.20
8	C.I.P. Walls & Columns	150,200.00	91,622.00	17,000.00	0.00	108,622.00	72.32%	41,578.00	10,862.20
9	C.I.P. Elevated Decks	440,453.00	0.00	184,990.00	0.00	184,990.00	42.00%	255,463.00	18,499.00
10	Post-tensioned Concrete	159,200.00	2,500.00	60,164.00	29,000.00	91,664.00	57.58%	67,536.00	9,166.40
11	Concrete Curing	20,900.00	0.00	8,778.00	0.00	8,778.00	42.00%	12,122.00	877.80
12	Precast Architectural Concrete	84,300.00	1,500.00	0.00	42,736.00	44,236.00	52.47%	40,064.00	4,423.60
13	Unit Masonry	158,500.00	7,500.00	0.00	19,000.00	26,500.00	16.72%	132,000.00	2,650.00
14	Metals	135,600.00	11,932.80	0.00	41,900.00	53,832.80	39.70%	81,767.20	5,383.28
15	Wood, Plastics and Composites	4,500.00	0.00	0.00	0.00	0.00	0.00%	4,500.00	0.00
16	Garage Waterproofing System	24,600.00	0.00	24,600.00	0.00	24,600.00	100.00%	0.00	2,460.00
17	Self-Adhering Sheet Waterproofing	8,400.00	7,140.00	1,260.00	0.00	8,400.00	100.00%	0.00	840.00
18	Water Repellents	900.00	0.00	0.00	0.00	0.00	0.00%	900.00	0.00
19	Thermal Insulation	3,200.00	0.00	0.00	0.00	0.00	0.00%	3,200.00	0.00
20	Metal Framing, Sheathing, DEFS	15,500.00	0.00	0.00	0.00	0.00	0.00%	15,500.00	0.00
21	Fluid-Applied Membrane Air Barriers	6,400.00	0.00	0.00	0.00	0.00	0.00%	6,400.00	0.00
22	TPO Roofing, Sheet Metal, Roof Expa	11,800.00	0.00	0.00	0.00	0.00	0.00%	11,800.00	0.00
23	Joint Sealants, Joint Firestopping, Pref	41,100.00	0.00	0.00	0.00	0.00	0.00%	41,100.00	0.00
24	HM Doors, Frames and Hardware	15,700.00	0.00	0.00	13,696.00	13,696.00	87.24%	2,004.00	1,369.60
25	Alum, Sotrefronts, Glazing, Fire-Resist	12,000.00	0.00	0.00	0.00	0.00	0.00%	12,000.00	0.00
26	High-Performance Coatings	64,900.00	0.00	0.00	0.00	0.00	0.00%	64,900.00	0.00
27	Fire Protection Cabinets & Extinguisher	2,500.00	0.00	0.00	0.00	0.00	0.00%	2,500.00	0.00
28	Signage	19,800.00	0.00	0.00	0.00	0.00	0.00%	19,800.00	0.00
29	Parking Access and Revenue Control	103,400.00	0.00	0.00	0.00	0.00	0.00%	103,400.00	0.00
30	Fire Supression Systems	16,400.00	0.00	0.00	0.00	0.00	0.00%	16,400.00	0.00
31	Plumbing & Site Utilities	170,600.00	153,540.00	0.00	0.00	153,540.00	90.00%	17,060.00	15,354.00
32	HVAC	11,800.00	0.00	0.00	0.00	0.00	0.00%	11,800.00	0.00

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 11  
 Application Date : 5/28/2019  
 To: 5/31/2019  
 Architect's Project No.: DLR-10-17105-00  
 Hawkins 3146

Invoice #: 11 Contract: 3146- LaVista Garage District 2 Structure 1

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date  (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
33	Electrical	200,800.00	63,500.00	15,000.00	65,000.00	143,500.00	71.46%	57,300.00	14,350.00
34	Ground Soil Improvement	92,400.00	92,400.00	0.00	0.00	92,400.00	100.00%	0.00	9,240.00
35	Garage Pavement Markings	5,400.00	0.00	0.00	0.00	0.00	0.00%	5,400.00	0.00
36	Chain Link Fences and Gates	13,100.00	0.00	0.00	0.00	0.00	0.00%	13,100.00	0.00
37	Excavation, Backfill, Hauling Soils	110,100.00	103,590.00	6,510.00	0.00	110,100.00	100.00%	0.00	11,010.00
38	Change Order 1	74,068.60	13,000.00	0.00	0.00	13,000.00	17.55%	61,068.60	1,300.00
39	Change Order 2	2,981.31	0.00	0.00	0.00	0.00	0.00%	2,981.31	0.00
40	Change Order 3	4,791.00	0.00	0.00	0.00	0.00	0.00%	4,791.00	0.00
41	Change Order 4	10,503.00	10,503.00	0.00	0.00	10,503.00	100.00%	0.00	1,050.30
42	Change Order 5	-800.00	-800.00	0.00	0.00	-800.00	100.00%	0.00	-80.00
43	Change Order 6	40,904.00	26,587.60	0.00	0.00	26,587.60	65.00%	14,316.40	2,658.76
44	Change Order 7	20,030.00	20,030.00	0.00	0.00	20,030.00	100.00%	0.00	2,003.00
45	Change Order 8	5,569.00	0.00	0.00	0.00	0.00	0.00%	5,569.00	0.00
46	Change Order 9	50,535.00	0.00	0.00	0.00	0.00	0.00%	50,535.00	0.00
47	Change Order 10	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
<b>Grand Totals</b>		<b>4,071,581.91</b>	<b>1,525,819.40</b>	<b>577,141.00</b>	<b>264,028.00</b>	<b>2,366,988.40</b>	<b>58.13%</b>	<b>1,704,593.51</b>	<b>236,698.84</b>





# Invoice

Reference Invoice Number with Payment

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

HDR Invoice No. 1200194437  
 Invoice Date 31-MAY-2019  
 Invoice Amount Due \$16,176.06  
 Payment Terms 30 NET

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

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

Project Management for Services for Public Improvements and Other Works.

Professional Services  
 From: 28-APR-2019 To: 25-MAY-2019

Professional Services Summarization	Hours	Billing Rate	Amount
Administrative	1.00		60.09
Civil Engineer	26.25		4,169.81
Communications Coordinator	7.50		652.50
Construction Field Representative	63.00		5,251.23
Graphic Designer	8.00		618.90
Project Controller	0.50		52.47
Project Manager	15.50		3,630.26
Sr. Civil Engineer	4.50		751.55
Structural Engineer	6.00		723.42
	<b>132.25</b>		<b>\$15,910.23</b>
	<b>Total Professional Services</b>		<b>\$15,910.23</b>

Expense Summarization	Quantity	Billing Rate	Amount
Mileage Personal	48.00		27.84
Printing/Reprographics			38.49
Vehicle Mileage	266.00		199.50
		<b>Total Expenses</b>	<b>\$265.83</b>

**Amount Due This Invoice (USD) \$16,176.06**

Fee Amount	\$670,695.00
Fee Invoiced to Date	\$451,359.53
Fee Remaining	\$219,335.47

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

Consent Agenda 6/18/19.  
 (R)

05.71.0909.03  
 R. Ramirez  
 6-7-19

# Invoice

HDR Invoice No. 1200194437  
 Invoice Date 31-MAY-2019

<b>Professional Services and Expense Detail</b>				
Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs	
Task Number:	1.0	Task Description:	Project Management	
<b>Professional Services</b>		<b>Hours</b>	<b>Billing Rate</b>	<b>Amount</b>
Civil Engineer	Christiansen, Adam P.	4.00	113.46	453.84
Project Controller	Clifton, Rachel M	0.50	104.94	52.47
Project Manager	Koenig, Christopher J	15.50	234.21	3,630.26
Sr. Civil Engineer	Cain, Christopher A	4.50	167.01	751.55
			<b>24.50</b>	<b>\$4,888.12</b>
			<b>Total Professional Services</b>	<b>\$4,888.12</b>
<b>Expense</b>		<b>Qty</b>	<b>Billing Rate</b>	<b>Amount</b>
Mileage Personal	Koenig, Christopher J	48.00	0.58	27.84
Printing/Reprographics	ARC Document Solutions LLC			15.05
			<b>Total Expense</b>	<b>\$42.89</b>
			<b>Total Task</b>	<b>\$4,931.01</b>

<b>Professional Services and Expense Detail</b>				
Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs	
Task Number:	2.0	Task Description:	Construction Team Coordination	
<b>Professional Services</b>		<b>Hours</b>	<b>Billing Rate</b>	<b>Amount</b>
Administrative	Anderson, Scott D	1.00	60.09	60.09
Civil Engineer	Cain, Christopher A	22.25	167.01	3,715.97
Construction Field Representative	Baldwin, Richard L (Rich)	18.00	98.61	1,774.98
Construction Field Representative	Hannafious, Cody J	45.00	77.25	3,476.25
			<b>86.25</b>	<b>\$9,027.29</b>
			<b>Total Professional Services</b>	<b>\$9,027.29</b>
<b>Expense</b>		<b>Qty</b>	<b>Billing Rate</b>	<b>Amount</b>
Printing/Reprographics	ARC Document Solutions LLC			22.97
			<b>Total Expense</b>	<b>\$22.97</b>
			<b>Total Task</b>	<b>\$9,050.26</b>

# Invoice

HDR Invoice No. 1200194437  
 Invoice Date 31-MAY-2019

<b>Professional Services and Expense Detail</b>				
Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs	
Task Number:	3.0	Task Description:	Public Outreach	
<b>Professional Services</b>		<b>Hours</b>	<b>Billing Rate</b>	<b>Amount</b>
Communications Coordinator	Veldhouse, Kristen Lynn	7.50	87.00	652.50
Graphic Designer	George, Elizabeth L	7.00	74.70	522.90
Graphic Designer	Rolfes, Christina A	1.00	96.00	96.00
		<b>15.50</b>		<b>\$1,271.40</b>
<b>Total Professional Services</b>				<b>\$1,271.40</b>
<b>Expense</b>		<b>Qty</b>	<b>Billing Rate</b>	<b>Amount</b>
Printing/Reprographics	ARC Document Solutions LLC			0.47
<b>Total Expense</b>				<b>\$0.47</b>
<b>Total Task</b>				<b>\$1,271.87</b>

<b>Professional Services and Expense Detail</b>				
Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs	
Task Number:	6.0	Task Description:	Special Inspection Services	
<b>Professional Services</b>		<b>Hours</b>	<b>Billing Rate</b>	<b>Amount</b>
Structural Engineer	Bartels, Brian D	6.00	120.57	723.42
		<b>6.00</b>		<b>\$723.42</b>
<b>Total Professional Services</b>				<b>\$723.42</b>
<b>Expense</b>		<b>Qty</b>	<b>Billing Rate</b>	<b>Amount</b>
Vehicle Mileage		266.00	0.75	199.50
<b>Total Expense</b>				<b>\$199.50</b>
<b>Total Task</b>				<b>\$922.92</b>

A-8



April 15, 2019  
Project No: R3003.066.00  
Invoice No: 45473

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

Project R3003.066.00 LaVista, City of - Placemaking & LA Svcs  
**Professional Services through March 31, 2019**  
Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Planning	237,500.00	7.00	16,625.00	0.00	16,625.00
Schematic Design	12,500.00	0.00	0.00	0.00	0.00
Total Fee	250,000.00		16,625.00	0.00	16,625.00
<b>Total Fee</b>					<b>16,625.00</b>

**Reimbursable Expenses**

Printing					335.78
Travel					103.92
<b>Total Reimbursables</b>					<b>439.70</b>

**Total this Invoice \$17,064.70**

Consent Agenda 6/18/19  
RC

R. Ramirez  
6-10-19  
16,71,0939.003





April 30, 2019  
Project No: R3003.066.00  
Invoice No: 45560

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

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

**Professional Services through April 30, 2019**

**Fee**

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Planning	237,500.00	7.80	18,525.00	16,625.00	1,900.00
Schematic Design	12,500.00	0.00	0.00	0.00	0.00
Total Fee	250,000.00		18,525.00	16,625.00	1,900.00
<b>Total Fee</b>					<b>1,900.00</b>

**Reimbursable Expenses**

Printing	256.09
Travel	144.19
Travel Food	27.53
<b>Total Reimbursables</b>	<b>427.81</b>

**Total this Invoice \$2,327.81**

**Outstanding Invoices**

Number	Date	Balance
45473	4/15/2019	17,064.70
<b>Total</b>		<b>17,064.70</b>

Consent Agenda 6/18/19  
(R)

R. Ramirez  
6-10-19  
16.71.0939.003





May 31, 2019  
Project No: R3003.066.00  
Invoice No: 45647

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

Project R3003.066.00 LaVista, City of - Placemaking & LA Svcs  
**Professional Services through May 31, 2019**  
Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Planning	237,167.50	15.00	35,575.12	18,525.00	17,050.12
Schematic Design	12,482.50	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>249,650.00</b>		<b>35,575.12</b>	<b>18,525.00</b>	<b>17,050.12</b>
<b>Total Fee</b>					<b>17,050.12</b>

**Reimbursable Expenses**

Printing					1.10
Travel					589.21
Travel Food					316.22
<b>Total Reimbursables</b>					<b>906.53</b>

**Total this Invoice \$17,956.65**

**Outstanding Invoices**

Number	Date	Balance
45473	4/15/2019	17,064.70
45560	4/30/2019	2,327.81
<b>Total</b>		<b>19,392.51</b>

Consent Agenda 6/8/19  
(RW)

R. Ramirez  
6-10-19  
16.71.0939.003



A-11



May 31, 2019  
Project No: R3001.477.01  
Invoice No: 45646

Ann Birch  
Community Development Director  
City of La Vista  
8116 Parkview Blvd  
La Vista, NE 68128

Project R3001.477.01 LaVista, City of - Civic Center Park PH <sup>2</sup> JMK  
Professional Services through May 31, 2019  
Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Schematic Design	14,400.00	100.00	14,400.00	14,400.00	0.00
Design Development	20,900.00	100.00	20,900.00	20,900.00	0.00
Construction Documents	22,600.00	100.00	22,600.00	22,600.00	0.00
Bidding/Negotiation	5,000.00	100.00	5,000.00	5,000.00	0.00
Contract Administration	20,900.00	92.00	19,228.00	16,537.99	2,690.01
Post-Occupancy	600.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>84,400.00</b>		<b>82,128.00</b>	<b>79,437.99</b>	<b>2,690.01</b>
<b>Total Fee</b>					<b>2,690.01</b>

**Reimbursable Expenses**

Printing					15.35
<b>Total Reimbursables</b>					<b>15.35</b>

**Total this Invoice** \$2,705.36 ←

**Outstanding Invoices**

Number	Date	Balance
45559	4/30/2019	883.39
<b>Total</b>		<b>883.39</b>

O.K. to pay  
JMK 6-13-2019  
16.71.0942.003

Consent Agenda 6/18/19 @



User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
129762	06/05/2019	ASPHALT & CONCRETE MATERIALS	1,608.20	N
129763	06/05/2019	BISHOP BUSINESS EQUIPMENT COMPA	171.62	N
129764	06/05/2019	BLADE MASTERS GROUNDS MNTNC IN	218,769.00	N
129765	06/05/2019	CENTURY LINK BUSN SVCS	214.56	N
129766	06/05/2019	DLR GROUP	7,341.15	N
129767	06/05/2019	GCR TIRES & SERVICE	83.00	N
129768	06/05/2019	HDR ENGINEERING INC	13,968.68	N
129769	06/05/2019	HOME DEPOT CREDIT SERVICES	87.60	N
129770	06/05/2019	OLSSON, INC.	58,403.04	N
129771	06/05/2019	OMAHA PUBLIC POWER DISTRICT	9,235.53	N
129773	06/05/2019	RDG PLANNING & DESIGN	883.39	N
129774	06/05/2019	READY MIXED CONCRETE COMPANY	216.70	N
129775	06/05/2019	REF'S SPORTS BAR & GRILL	1,800.00	N
129776	06/05/2019	SLADEK, THOMAS N.	50.00	N
129777	06/05/2019	SUBURBAN NEWSPAPERS INC	78.00	N
129778	06/05/2019	THOMPSON DREESSEN & DORNER, IN	8,905.83	N
129779	06/05/2019	WELLINGTON EXPERIENC, INC.	10,000.00	N
129780	06/10/2019	RED DELICIOUS BAND	2,000.00	N
129781	06/13/2019	COX COMMUNICATIONS, INC.	294.06	N
129782	06/18/2019	CINTAS CORPORTATION	62.04	N
129783	06/18/2019	4 SEASONS AWARDS	34.00	N
129784	06/18/2019	88 TACTICAL BUILDING GROUP LLC	125.00	N
129785	06/18/2019	A-RELIEF SERVICES INC	473.00	N
129786	06/18/2019	ACCO UNLIMITED CORPORATION	315.50	N
129787	06/18/2019	ACTION BATTERIES UNLTD INC	217.88	N
129788	06/18/2019	ACTION SIGNS INCORPORATED	220.00	N
129789	06/18/2019	ALEGENT CREIGHTON HEALTH	1,818.00	N
129790	06/18/2019	ALLDATA LLC	1,500.00	N
129791	06/18/2019	AMAZON CAPITAL SERVICES, INC.	110.44	N
129792	06/18/2019	ARCMATE MANUFACTURING CORP	1.20	N
129793	06/18/2019	BAUER BUILT INC	733.44	N
129794	06/18/2019	BAXTER CHRYSLER DODGE JEEP-124TH	432.83	N
129795	06/18/2019	BOARD OF EXAMINERS-CTY HWY AND	50.00	N
129796	06/18/2019	BUILDERS SUPPLY CO INC	32.61	N
129797	06/18/2019	CATHERINE DEMES MAYDEW	2,500.00	N
129798	06/18/2019	CENTURY LINK	505.04	N
129799	06/18/2019	CITY OF PAPILLION	18,662.72	N
129800	06/18/2019	COMP CHOICE INC	203.00	N
129801	06/18/2019	CONNER PSYCHOLOGICAL SERVICES, P	365.00	N
129802	06/18/2019	COX COMMUNICATIONS, INC.	277.40	N
129803	06/18/2019	CPS HUMAN RESOURCE SERVICES	661.50	N
129804	06/18/2019	CULLIGAN OF OMAHA	26.00	N
129805	06/18/2019	DASH MEDICAL GLOVES	71.90	N
129806	06/18/2019	DATASHIELD CORPORATION	20.00	N
129807	06/18/2019	DILLON BROS HARLEY DAVIDSON	2,875.85	N
129808	06/18/2019	DUMMIES UNLIMITED	3,380.00	N
129809	06/18/2019	EXPRESS DISTRIBUTION LLC	420.24	N
129810	06/18/2019	EYMAN PLUMBING INC	961.88	N
129811	06/18/2019	FASTENAL COMPANY	67.84	N
129812	06/18/2019	FBG SERVICE CORPORATION	5,965.00	N
129813	06/18/2019	FITZGERALD SCHORR BARMETTLER	27,927.41	N
129814	06/18/2019	FOCUS PRINTING	3,215.20	N
129815	06/18/2019	GALE	258.64	N
129816	06/18/2019	GALLS LLC	157.99	N
129817	06/18/2019	GRAYBAR ELECTRIC COMPANY INC	162.30	N
129818	06/18/2019	GREATAMERICA FINANCIAL SERVICES	1,127.00	N
129819	06/18/2019	HANEY SHOE STORE	150.00	N
129820	06/18/2019	HARTS AUTO SUPPLY	331.00	N
129821	06/18/2019	HEARTLAND TIRES AND TREADS	240.00	N
129822	06/18/2019	HERITAGE CRYSTAL CLEAN LLC	373.69	N



User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
129823	06/18/2019	HOBBY LOBBY STORES INC	20.95	N
129824	06/18/2019	HOTSY EQUIPMENT COMPANY	32.75	N
129825	06/18/2019	HY-VEE INC	275.00	N
129826	06/18/2019	INGRAM LIBRARY SERVICES	1,352.23	N
129827	06/18/2019	KANOPY, INC.	60.00	N
129828	06/18/2019	KEVIN JONES	300.00	N
129829	06/18/2019	KRIHA FLUID POWER CO INC	77.96	N
129830	06/18/2019	LA VISTA COMMUNITY FOUNDATION	90.00	N
129831	06/18/2019	LABRIE, DONALD P	900.00	N
129832	06/18/2019	LUIS LOPEZ	200.00	N
129833	06/18/2019	MARK A KLINKER	200.00	N
129834	06/18/2019	MENARDS-RALSTON	37.38	N
129835	06/18/2019	METRO AREA TRANSIT	551.00	N
129836	06/18/2019	METRO LANDSCAPE MATERIALS &	4,368.00	N
129837	06/18/2019	METROPOLITAN COMMUNITY COLLEG	16,252.35	N
129838	06/18/2019	MIDWEST TAPE	388.68	N
129839	06/18/2019	MURPHY TRACTOR & EQUIPMENT CO I	305.89	N
129840	06/18/2019	NEBRASKA LAW ENFORCEMENT	100.00	N
129841	06/18/2019	NEBRASKA SALT & GRAIN COMPANY	28,309.49	N
129842	06/18/2019	NMC EXCHANGE LLC	2,217.88	N
129843	06/18/2019	NOBBIES INC	150.76	N
129844	06/18/2019	NORTH STAR DESTINATION STRATEGIE	1,825.94	N
129845	06/18/2019	O'REILLY AUTO ENTERPRISES, LLC	134.84	N
129846	06/18/2019	OFFICE DEPOT INC	548.84	N
129847	06/18/2019	OMAHA COMPOUND COMPANY	203.62	N
129848	06/18/2019	OMAHA PUBLIC POWER DISTRICT	40,378.25	N
129849	06/18/2019	OMAHA WORLD-HERALD	6,289.94	N
129850	06/18/2019	ONE CALL CONCEPTS INC	384.74	N
129851	06/18/2019	PAPILLION SANITATION	1,563.81	N
129852	06/18/2019	PAPILLION TIRE INCORPORATED	87.67	N
129853	06/18/2019	PAY-LESS OFFICE PRODUCTS INC	200.10	N
129854	06/18/2019	PEPSI COLA COMPANY	940.42	N
129855	06/18/2019	PETTY CASH-PAM BUETHE	1,560.00	N
129856	06/18/2019	QUALITY AUTO REPAIR & TOWING	99.00	N
129857	06/18/2019	REGAL AWARDS INC.	638.85	N
129858	06/18/2019	SARPY COUNTY COURTHOUSE	4,207.68	N
129859	06/18/2019	SARPY COUNTY REGISTER OF DEEDS	44.00	N
129860	06/18/2019	SOUICIE, JOSEPH H JR	800.16	N
129861	06/18/2019	SOUTHERN UNIFORM & EQUIPMENT	413.83	N
129862	06/18/2019	STOLTENBERG NURSERIES	796.80	N
129863	06/18/2019	SUN COUNTRY DISTRIBUTING LTD	202.71	N
129864	06/18/2019	SWANK MOTION PICTURES INC	693.00	N
129865	06/18/2019	THEATRICAL MEDIA SERVICES INC	150.00	N
129866	06/18/2019	TOSHIBA FINANCIAL SERVICES	138.00	N
129867	06/18/2019	TRANS UNION RISK AND ALT. DATA S	50.00	N
129868	06/18/2019	U.S. CELLULAR	1,165.59	N
129869	06/18/2019	UNITE PRIVATE NETWORKS LLC	3,850.00	N
129870	06/18/2019	UNIVERSAL STEERING HYDRAULIC	165.37	N
129871	06/18/2019	VERIZON CONNECT NWF, INC.	731.25	N
129872	06/18/2019	VERIZON WIRELESS	209.44	N
129873	06/18/2019	VIERREGGER ELECTRIC COMPANY	567.10	N
TOTAL:			536,374.17	

APPROVED BY COUNCIL MEMBERS ON: 06/18/2019

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
		COUNCIL MEMBER		
		COUNCIL MEMBER		
		COUNCIL MEMBER		
		COUNCIL MEMBER		

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
689(E)	05/06/2019	ELAN FINANCIAL SERVICES	11,037.03	N
695(E)	05/31/2019	ALLY BANK	356.91	N
696(E)	05/31/2019	AMERICAN HERITAGE LIFE INSURANCE	1,404.00	N
697(E)	05/31/2019	BLUE CROSS BLUE SHIELD OF NEBR	105,386.00	N
698(E)	05/31/2019	CATERPILLAR FINANCIAL SVCS CORP	3,075.62	N
699(E)	05/31/2019	DEARBORN NATIONAL LIFE INSURANC	6,550.86	N
700(E)	05/31/2019	ESSENTIAL SCREENS	693.00	N
701(E)	05/31/2019	FIRST NATIONAL BANK FREMONT	90,634.38	N
702(E)	05/31/2019	LINCOLN NATIONAL LIFE INS CO	6,099.28	N
703(E)	05/31/2019	MID-AMERICAN BENEFITS INC	643.50	N
704(E)	05/31/2019	NE DEPT OF REVENUE-LOTT/51	82,474.00	N
705(E)	05/31/2019	NE DEPT OF REVENUE-SALES TAX	475.39	N
706(E)	05/31/2019	PITNEY BOWES-EFT POSTAGE	1,367.00	N
707(E)	05/31/2019	TOSHIBA FINANCIAL SERVICES	127.40	N
708(E)	05/31/2019	UNITED HEALTHCARE INSURANCE CO	871.13	N
711(E)	05/31/2019	ACCESS BANK	3,066.27	N
712(E)	05/31/2019	FIRST STATE BANK	6,536.93	N
713(E)	05/31/2019	FIRST STATE BANK	5,668.85	N
714(E)	05/31/2019	TASC	6,232.70	N
715(E)	05/31/2019	FIRST STATE BANK	6,536.93	N
716(E)	05/31/2019	FIRST STATE BANK	5,668.85	N
TOTAL:			344,906.03	

APPROVED BY COUNCIL MEMBERS ON: 06/18/2019

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JUNE 18, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMENDMENT TO SARPY COUNTY AND CITIES WASTEWATER AGENCY BUDGET	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared approving an amendment to the Sarpy County and Cities Wastewater Agency 2018/19 Budget.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Approval

**BACKGROUND**

In September 2017, the cities of Papillion, Bellevue, Springfield, La Vista, and Gretna, (collectively, the “Members”) entered into an Interlocal Agreement with Sarpy County to create the Sarpy County and Cities Wastewater Agency.

The proposed amendment to the FY2018/19 budget reflects anticipated increases in Engineering Consultant Services \$62,894, Legal Services \$50,000, Financial Advisor Services \$340,000 and Insurance \$9,926. The amendment states that Sarpy County has offered to further increase its total FY2018/19 contribution to \$1,072,120.00 to cover additional anticipated expenses with the understanding that \$1,072,120.00 will be reimbursed to Sarpy County by the Agency through the first available revenue generated by the Agency.

An amended budget is required to be submitted to the State prior to July 1, 2019. The proposed amended FY2018-2019 budget is attached as Exhibit A, which has been approved by the Agency Board attached hereto as Exhibit B.

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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY'S AMENDED FY2018-2019 BUDGET**

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

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

WHEREAS, pursuant to Resolution 2018-017, the Agency Board previously approved the Sarpy County and Cities Wastewater Agency FY2018-2019 Budget (hereinafter the "FY2018-2019 Budget"); and

WHEREAS, pursuant to Resolution 2018-024, the Agency Board amended the FY2018-2019 Budget to include, among other things, Sarpy County's initial contribution of \$365,317.00; and

WHEREAS, pursuant to Resolution 2018-032, the Agency Board further amended the FY2018-2019 Budget to, among other things, increase Sarpy County's FY2018-2019 contribution from \$365,317.00 to \$656,758.00; and

WHEREAS, each of the Members' governing bodies approved the foregoing amendments to the FY2018-2019 Budget; and

WHEREAS, pursuant to Resolution 2019-006, the Agency Board approved the revised FY2018-2019 Budget to, among other things, increase Sarpy County's FY2018-2019 contribution from \$656,758.00 to \$1,072,120.00, with the understanding that \$1,072,120.00 will be reimbursed to Sarpy County by the Agency through the first available revenue generated by the Agency; and

WHEREAS, the City of La Vista deems it appropriate and advisable to approve the proposed amended FY2018-2019 Budget, attached hereto as Exhibit A, which has been approved by the Agency Board through the Resolution attached hereto as Exhibit B;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that the Agency's amended FY2018-2019 Budget is hereby approved.

PASSED AND APPROVED THIS 18TH DAY OF JUNE, 2019.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**EXHIBIT A**

Sarpy County and Cities Wastewater Agency

07/01/2018 to 06/30/2019

BUDGET AMENDMENT #2

	Actual 2017/18 Budget	Adopted 2018/19 Budget	2018/19 Budget Amendment #1	2018/19 Budget Amendment #2
Beginning Cash Balance (FY2017/18 Carryover)	\$ -	\$ 83,493	\$ 83,493	\$ 83,493
<b>RECEIPTS:</b>				
Donation - Sarpy County	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Reimbursable Contribution - Sarpy County	\$ -	\$ 365,317	\$ 656,758	\$ 1,072,120
Nebraska Clean Water State Revolving Loan Fund - Loan Proceeds Transfer from Sarpy County	\$ -	\$ -	\$ -	\$ -
Total Receipts:	\$ 250,000	\$ 615,317	\$ 906,758	\$ 1,322,120
<b>TOTAL RESOURCES AVAILABLE:</b>	\$ 250,000	\$ 698,810	\$ 990,251	\$ 1,405,613
<b>DISBURSEMENTS &amp; TRANSFERS:</b>				
<b>Agency Operational Expenses:</b>				
Reimbursement to Sarpy County for Reimbursable Contributions	\$ -	\$ -	\$ -	\$ -
Professional Services - Consultant Services - Development Plan Creation, General Agency Services	\$ -	\$ 16,240	\$ 16,240	\$ 16,240
Professional Services - Engineering Consultant Services - Regional Wastewater System Study (HDR)	\$ 63,197	\$ 116,135	\$ 116,135	\$ 116,135
Professional Services - Engineering Consultant Services - Gen. Agency Ser. (permitting, funding app's, etc.)	\$ -	\$ 100,000	\$ 281,441	\$ 344,335
Professional Services - Legal Services - P3 Formation/Creation	\$ 50,409	\$ 250,000	\$ 250,000	\$ 200,000
Professional Services - Legal Services - General Agency Services	\$ 37,419	\$ 63,000	\$ 113,000	\$ 163,000
Professional Services - Financial Advisor - General Agency Services	\$ -	\$ 125,000	\$ 185,000	\$ 525,000
ROW Costs - Title Insurance/Easement Purchases/Professional Services	\$ -	\$ -	\$ -	\$ -
Insurance - Public Entity Management Liability	\$ 15,254	\$ 17,967	\$ 17,967	\$ 27,893
Bonds - Surety Bonds for Officer Positions	\$ -	\$ 3,000	\$ 1,000	\$ 1,000
Accounting Software - QuickBooks	\$ 75	\$ 600	\$ 600	\$ 660
Postage	\$ -	\$ 250	\$ 250	\$ 250
Office Supplies - Copies, Paper, etc.	\$ -	\$ 500	\$ 500	\$ 500
Publications - Newspaper, Notices, etc.	\$ 133	\$ 600	\$ 600	\$ 600
Audit Fees	\$ -	\$ 5,000	\$ 5,000	\$ 5,000
Miscellaneous - Fees & Supplies	\$ 20	\$ 518	\$ 2,518	\$ 5,000
<b>Agency Operational Expenses Total:</b>	\$ 166,507	\$ 698,810	\$ 990,251	\$ 1,405,613
<b>TOTAL DISBURSEMENTS &amp; TRANSFERS:</b>	\$ 166,507	\$ 698,810	\$ 990,251	\$ 1,405,613
Ending Cash Balance - 06/30/20XX:	\$ 83,493	\$ -	\$ -	\$ -
Agency Budget Authority Amount:	\$ 250,000	\$ 698,810	\$ 990,251	\$ 1,405,613

2018/19 ORIGINAL Budget Adopted by Agency Governing Body: 6/26/2018  
 2018/19 BUDGET AMENDMENT #1 Adopted by Agency Governing Body: 11/13/2018  
 2018/19 BUDGET AMENDMENT #2 Adopted by Agency Governing Body: 5/22/2019

2018/19 BUDGET AMENDMENT #2 Adopted by Sarpy County Governing Body: \_\_\_\_\_  
 2018/19 BUDGET AMENDMENT #2 Adopted by Bellevue Governing Body: \_\_\_\_\_  
 2018/19 BUDGET AMENDMENT #2 Adopted by Gretna Governing Body: \_\_\_\_\_  
 2018/19 BUDGET AMENDMENT #2 Adopted by La Vista Governing Body: \_\_\_\_\_  
 2018/19 BUDGET AMENDMENT #2 Adopted by Papillion Governing Body: \_\_\_\_\_  
 2018/19 BUDGET AMENDMENT #2 Adopted by Springfield Governing Body: \_\_\_\_\_

2018/19 BUDGET AMENDMENT #2 Agency Budget Effective Date: \_\_\_\_\_

\*Budget becomes effective upon approval by the governing bodies of all participating entities.

**BOARD OF SARPY COUNTY AND CITIES WASTEWATER AGENCY****RESOLUTION APPROVING THE SECOND AMENDMENT TO SARPY COUNTY AND CITIES WASTEWATER AGENCY FY2018-2019 BUDGET**

WHEREAS, pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq., (hereinafter the “Act”), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into an agreement, (as amended, the “Agency Formation Agreement”) and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (hereinafter the “Agency”); and,

WHEREAS, the Agency is a separate body corporate and politic under the Act; and,

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

WHEREAS, pursuant to Resolution 2018-017, the Agency Board previously approved the Sarpy County and Cities Wastewater Agency FY2018-2019 Budget (hereinafter the “FY2018-2019 Budget”); and,

WHEREAS, pursuant to Resolution 2018-024, the Agency Board amended the FY2018-2019 Budget to include, among other things, Sarpy County’s initial contribution of \$365,317.00; and,

WHEREAS, pursuant to Resolution 2018-032, the Agency Board further amended the FY2018-2019 Budget to, among other things, increase Sarpy County’s FY2018-2019 contribution from \$365,317.00 to \$656,758.00; and,

WHEREAS, Sarpy County has offered to further increase its total FY2018-2019 contribution to \$1,072,120.00 to cover additional anticipated expenses with the understanding that \$1,072,120.00 will be reimbursed to Sarpy County by the Agency through the first available revenue generated by the Agency; and

WHEREAS, the Agency Board discussed the proposed amended FY2018-2019 Budget and after discussion the Board deemed it advisable to approve the proposed amended FY2018-2019 Budget, attached hereto as Exhibit A, pursuant to Section IX of the Agency Formation Agreement to be presented to the governing body of each Agency Member.


NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD that Sarpy County’s proposed additional increased contribution to the Agency for the FY 2018-2019 is accepted with the understanding that \$1,072,120.00 will be reimbursed to Sarpy County by the Agency through the first available revenue generated by the Agency; and,

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD that the attached amended FY2018-2019 Budget is hereby approved and shall be presented to and subject to the approval of the individual governing body of each Agency Member; and,



NOW, THEREFORE, IT FURTHER BE RESOLVED BY THE AGENCY BOARD that the Agency Board Chairman is hereby authorized to execute, on behalf of the Agency Board, any and all documents associated with or in furtherance of the amended FY2018-2019 Budget.

The above Resolution was approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 22nd day of May 2019.

  
Sarpy County and Cities Wastewater  
Agency Board Chairman

**Exhibit A**

Amended FY2018-2019 Budget

[attached]

Sarpy County and Cities Wastewater Agency

07/01/2018 to 06/30/2019

BUDGET AMENDMENT #2

	Actual 2017/18 Budget	Adopted 2018/19 Budget	2018/19 Budget Amendment #1	2018/19 Budget Amendment #2
Beginning Cash Balance (FY2017/18 Carryover)	\$ -	\$ 83,493	\$ 83,493	\$ 83,493
<b>RECEIPTS:</b>				
Donation - Sarpy County	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Reimbursable Contribution - Sarpy County	\$ -	\$ 365,317	\$ 656,758	\$ 1,072,120
Nebraska Clean Water State Revolving Loan Fund - Loan Proceeds Transfer from Sarpy County	\$ -	\$ -	\$ -	\$ -
Total Receipts:	\$ 250,000	\$ 615,317	\$ 906,758	\$ 1,322,120
<b>TOTAL RESOURCES AVAILABLE:</b>	\$ 250,000	\$ 698,810	\$ 990,251	\$ 1,405,613
<b>DISBURSEMENTS &amp; TRANSFERS:</b>				
<b>Agency Operational Expenses:</b>				
Reimbursement to Sarpy County for Reimbursable Contributions	\$ -	\$ -	\$ -	\$ -
Professional Services - Consultant Services - Development Plan Creation, General Agency Services	\$ -	\$ 16,240	\$ 16,240	\$ 16,240
Professional Services - Engineering Consultant Services - Regional Wastewater System Study (HDR)	\$ 63,197	\$ 116,135	\$ 116,135	\$ 116,135
Professional Services - Engineering Consultant Services- Gen. Agency Ser. (permitting, funding app's, etc.)	\$ -	\$ 100,000	\$ 281,441	\$ 344,335
Professional Services - Legal Services - P3 Formation/Creation	\$ 50,409	\$ 250,000	\$ 250,000	\$ 200,000
Professional Services - Legal Services - General Agency Services	\$ 37,419	\$ 63,000	\$ 113,000	\$ 163,000
Professional Services - Financial Advisor - General Agency Services	\$ -	\$ 125,000	\$ 185,000	\$ 525,000
ROW Costs - Title Insurance/Easement Purchases/Professional Services	\$ -	\$ -	\$ -	\$ -
Insurance - Public Entity Management Liability	\$ 15,254	\$ 17,967	\$ 17,967	\$ 27,893
Bonds - Surety Bonds for Officer Positions	\$ -	\$ 3,000	\$ 1,000	\$ 1,000
Accounting Software - QuickBooks	\$ 75	\$ 600	\$ 600	\$ 660
Postage	\$ -	\$ 250	\$ 250	\$ 250
Office Supplies - Copies, Paper, etc.	\$ -	\$ 500	\$ 500	\$ 500
Publications - Newspaper, Notices, etc.	\$ 133	\$ 600	\$ 600	\$ 600
Audit Fees	\$ -	\$ 5,000	\$ 5,000	\$ 5,000
Miscellaneous - Fees & Supplies	\$ 20	\$ 518	\$ 2,518	\$ 5,000
<b>Agency Operational Expenses Total:</b>	\$ 166,507	\$ 698,810	\$ 990,251	\$ 1,405,613
<b>TOTAL DISBURSEMENTS &amp; TRANSFERS:</b>	\$ 166,507	\$ 698,810	\$ 990,251	\$ 1,405,613
Ending Cash Balance - 06/30/20XX:	\$ 83,493	\$ -	\$ -	\$ -
Agency Budget Authority Amount:	\$ 250,000	\$ 698,810	\$ 990,251	\$ 1,405,613

2018/19 ORIGINAL Budget Adopted by Agency Governing Body: 6/26/2018

2018/19 BUDGET AMENDMENT #1 Adopted by Agency Governing Body: 11/13/2018

2018/19 BUDGET AMENDMENT #2 Adopted by Agency Governing Body: 5/22/2019

2018/19 BUDGET AMENDMENT #2 Adopted by Sarpy County Governing Body: \_\_\_\_\_

2018/19 BUDGET AMENDMENT #2 Adopted by Bellevue Governing Body: \_\_\_\_\_

2018/19 BUDGET AMENDMENT #2 Adopted by Gretna Governing Body: \_\_\_\_\_

2018/19 BUDGET AMENDMENT #2 Adopted by La Vista Governing Body: \_\_\_\_\_

2018/19 BUDGET AMENDMENT #2 Adopted by Papillion Governing Body: \_\_\_\_\_

2018/19 BUDGET AMENDMENT #2 Adopted by Springfield Governing Body: \_\_\_\_\_

2018/19 BUDGET AMENDMENT #2 Agency Budget Effective Date: \_\_\_\_\_

\*Budget becomes effective upon approval by the governing bodies of all participating entities.

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JUNE 18, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
INTERLOCAL COOPERATION AGREEMENT – 2019-25 GIS COALITION	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to execute an Interlocal Cooperation Agreement for the 2019-25 Geographic Information System (GIS) Coalition.

**FISCAL IMPACT**

Funds are budgeted in the General Fund (Administration) and Sewer Fund. Cost shares are in the attached agreement.

**RECOMMENDATION**

Approval

**BACKGROUND**

On March 5, 2002, the City Council passed Resolution No. 02-022 authorizing the Mayor to execute an Interlocal Cooperation Agreement with Sarpy County, the cities of Gretna, Papillion, Springfield, Bellevue and the Papio Missouri River Natural Resources District for the development and implementation of a Geographic Information System (GIS). On October 2, 2007, the City Council passed Resolution No. 07-106 updating the GIS Interlocal Agreement and creating a coalition GIS user group. The Interlocal Agreement is updated every six-years and was last updated on June 4, 2013 via Resolution 13-054.

The GIS coalition user group continues to consist of the City of Gretna, City of Papillion, City of Bellevue, City of Springfield, City of La Vista, Sarpy County and Papio Missouri River Natural Resources District.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SARPY COUNTY, THE PAPIO MISSOURI RIVER NATURAL RESOURCES DISTRICT, AND THE CITIES OF GRETNA, PAPIILLION, BELLEVUE, AND SPRINGFIELD FOR IMPLEMENATION OF THE 2019-2025 GEOGRAPHIC INFORMATION SYSTEM (GIS) COALITION.

WHEREAS, each Party to the GIS Interlocal Cooperation Agreement is authorized pursuant to the Interlocal Cooperation Act of the State of Nebraska to enter into such Agreement, found at 13-801 et. Seq. Neb. Rev. Stat., '43, Reissue 1991; and

WHEREAS, each Party engages in the delivery of sundry services to the public supported by information regarding real estate, sewers, water, infrastructure, etc; and

WHEREAS, the Parties have previously cooperated in the development and implementation of a Geographic Information System (GIS); and

WHEREAS, each Party desires to improve the coordination, cooperation, and efficiency in rendering such services through the ongoing development and implementation of GIS; and

WHEREAS, each Party understands that the development, operation and maintenance of the GIS will require long term commitment from the Parties; and

WHEREAS, additional enhancements to the GIS will be determined by the financial considerations of all Parties to the Agreement primarily based upon the recommendations of the GIS Advisory Board;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of La Vista, Nebraska, hereby approves the Interlocal Cooperation Agreement for the 2019-2025 Geographic Information System (GIS) Coalition and authorize the Mayor to execute said agreement.

PASSED AND APPROVED THIS 18TH DAY OF JUNE, 2019.

CITY OF LA VISTA

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

ATTEST:

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



Sarpy County GIS  
1210 Golden Gate Drive  
Papillion, Nebraska 68046



## MEMORANDUM

To: GIS Coalition Members  
From: Eric Herbert, GIS Coordinator  
Subject: 2019-25 GIS Interlocal Agreement  
Date: May 29, 2019

The GIS Coalition interlocal agreement represents a cooperative effort to maintain and further develop spatial data and solutions leveraged by the cities, county, and NRD. The current agreement will expire June 30, 2019. The structure of the proposed agreement is very similar to the prior agreements, with a few modifications.

Changes to the new agreement include:

- Inclusion of the cost of benefits for the key support personnel
- Annual cost share percentages will be recalculated based upon parcel counts and jurisdictional data each year
- 2020 and 2022 NIROC aerial photography project costs are known and included

While there is not a large percentage change in the breakdown of the funding shares for each agency, the changes in the proposal help reflect a more accurate cost to support each member throughout the lifespan of the agreement.

Additionally, the coalition and county's cooperation in the NIROC multi-flight aerial contract through MAPA has established the cost for acquisition in the spring of 2020 & 2022.

Cost shares are based upon a handful of variables that will be updated annually. The individual variables include parcels, city limits, and jurisdictional boundaries. These inputs will be used to update the cost share exhibits annually, which will be distributed with the annual invoices sent to each member.

If you have any questions or would like more information, please contact me at 593-2274.

# GIS INTERLOCAL AGREEMENT

This GIS Interlocal Agreement (this “Agreement”) is made and entered into on the 1<sup>st</sup> day of July, 2019, by and among City of Gretna, Nebraska (“Gretna”), City of Papillion, Nebraska (“Papillion”), City of Bellevue, Nebraska (“Bellevue”), City of La Vista, Nebraska (“La Vista”), City of Springfield, Nebraska (“Springfield”), (hereinafter collectively called “Cities” or a “City” when used in the singular), County of Sarpy, Nebraska, a body politic and corporate (“Sarpy”), and the Papio Missouri River Natural Resource District (“P-MRNRD”), (collectively the “Parties”; each individually a “Party”).

WHEREAS:

- (A) The Parties hereto engage in the delivery of sundry services to the public supported by information regarding real estate, sewers, water, infrastructure, etc.; and,
- (B) The Parties have previously cooperated in the development and implementation of a Geographic Information System (“GIS”); and,
- (C) Each Party desires to improve the coordination, cooperation, and efficiency in rendering such services through the ongoing development and implementation of GIS; and,
- (D) Each Party understands that the development, operation and maintenance of the GIS will require a long term commitment from the Parties; and,
- (E) Additional enhancements to the GIS will be determined by the financial considerations of all Parties to this Agreement primarily based upon the recommendations of the GIS Advisory Board.

NOW, THEREFORE, in consideration of the recitals made above and in further consideration of the promises and agreements that follow,  
IT IS AGREED among the Parties as follows:

1. DEFINITIONS. The following definitions apply to this Agreement:

1.1 BASE MAP. That part of the GIS containing the property, land records, and transportation geospatial datasets within Sarpy County.

1.2 CONTRACTOR. Has the meaning set forth in Section 3.1.

1.3 EQUIPMENT. The equipment and software which is the subject of this Agreement, to-wit: GIS related equipment and software.

1.4 FACILITIES. The GIS and Equipment housed in the Sarpy County Courthouse procured, engineered, owned, constructed, and operated and maintained pursuant to this Agreement by Sarpy, including all real and personal property.

1.5 GIS. Geographic Information System.

1.6 GIS ADVISORY BOARD. Board consisting of seven members, one appointed by each Party, whose duty is to facilitate the purchase, installation, development, operation and management of the GIS.

1.7 RFP. Request for Proposal.

1.8 SHARE. Cost amount accorded to each individual party based upon a pro rata distribution.

1.9 WITHDRAWN PARTY. Any Party to the agreement which chooses to exercise its right to withdraw from the obligations and benefits of this agreement.

2. SCOPE OF SERVICES PROVIDED. This Agreement describes the duties and obligations of the Parties in the development and maintenance of a GIS system and the allocation of the costs for said activities.

2.1 Each of the Cities, the P-MRNRD and Sarpy acknowledges that it is receiving or will be receiving a GIS Base Map and agrees to cooperate with the County in the development, implementation and maintenance of the system upon the terms and conditions established herein.

3. ACQUISITION AND PURCHASE.

3.1 Subject to the provisions of this Agreement, each City and P-MRNRD hereby designates Sarpy, and Sarpy agrees to serve, as its respective Equipment acquisition agent for the purposes of this Agreement. Upon the acquisition of any Equipment under this agreement, each Party's cost, as applicable, under this Agreement shall be upon the terms, conditions and cost as evidenced by the successful bidder's proposal.

3.2 Sarpy will take all steps reasonably necessary for the functioning and operation of the GIS.



3.3 For the purposes of this Agreement, the pro rata GIS cost sharing per Party is based upon the average of following:

3.3.1 For each Party, the number of parcels within the corporate/county limits compared to the total number of parcels counted all Parties. Expressed as a percentage.

3.3.2 For each Party, the number of parcels within the extraterritorial (zoning) jurisdiction compared to the total number of parcels counted all Parties. Expressed as a percentage.

3.3.3 The average of the number produced by the application of 3.3.1 and 3.3.2, rounded to the nearest 1/10 of a percent shall be each Party's pro rata share. The cost sharing formula and cost shares are displayed in Exhibit A.

3.3.4 The cost share of the GIS operations shall be re-evaluated annually, and each Party's proportionate share of such acquisition costs shall be determined as of July 1 of each year, beginning with July 1, 2019, following the mechanism for pro rata division as outlined in Sections 3.3.1, 3.3.2, and 3.3.3.

3.4 The number of land parcels in each Party's jurisdiction, and thus the resulting cost Share, is hereby based upon the parcel data and city limits/jurisdictional boundaries as they exist January 1<sup>st</sup> of each year in the agreement.

3.5 The operational expenses will reflect 100% of the salary of the GIS Land Records Specialist. The salary will be increased annually by 2.5% of the GIS Land Records Specialist salary.

3.6 Should the P-MRNRD contribute to the operational expenses, their contribution will be subtracted from the total operational expenses amount for the fiscal year. The shares for the cities and counties will then decrease proportionally each year the P-MRNRD participates.

3.7 The cost share of the 2020-2022 Nebraska-Iowa Regional Orthophoto Consortium (NIROC) imagery acquisition costs, with the option for the GIS Advisory Board to proceed with a third imagery acquisition in 2024, shall be re-evaluated annually, and each Party's proportionate share of such acquisition costs shall be determined as of July 1 of each year, beginning with July 1, 2019, and calculated based on the percentage of sectors within the jurisdiction of each Party as displayed in Exhibit B.

3.8 Sarpy will send an invoice to each Party for the amount of its respective Share by October 15<sup>th</sup> of each year. Each Party shall pay the amount of its respective Share within forty five (45) days after receipt of an invoice therefore.

3.9 Should a Party fail to timely pay its Share, Sarpy may terminate services upon forty five (45) days written notice by Sarpy to the non-paying Party.

#### 4. GIS ADVISORY BOARD.

4.1 A GIS Advisory Board is hereby created to facilitate the purchase, installation, development, operation and management of the GIS (the "Board's Mission"). The GIS Advisory Board may adopt such rules for its functions as the GIS Advisory Board deems necessary to carry out the applicable provisions of this Agreement.

4.2 Each Party will appoint one (1) GIS Advisory Board member and will notify the Sarpy County Clerk of same in writing upon each appointment. Each member appointment shall be effective as of the date the Sarpy County Clerk is notified, and each such member shall serve at the pleasure of their respective governing body. Replacement members shall be appointed by the respective applicable Party. Each Party may appoint an alternate member by giving notice in writing to the Sarpy County Clerk. The alternate member may attend all GIS Advisory Board meetings. The alternate member shall be allowed to vote only when the primary member from his/her respective governing body is absent from the Board meeting.

4.3 The Advisory Board shall

4.3.1 Meet as necessary to share information and to fulfill the Board's Mission; and,

4.3.2 Identify emerging enhancements for the GIS System and/or use. From time to time determine whether such technological levels should be changed.

4.3.3 Be familiar with the current level of GIS service technology and use and offer assistance and advice during reviews of technological levels as an aid in determining whether to change such technology levels at any level of service.

#### 5. DUTIES OF SARPY. To carry out the faithful performance of this Agreement, Sarpy shall:

5.1 Provide facilities and staff in the Sarpy County Courthouse or other similar space and install and operate the GIS;

5.2 Maintain, keep and determine that the facilities, Base Map and Equipment are current and functional to deliver GIS services;

5.3 Maintain, keep and determine that Sarpy Information Systems personnel and/or GIS related personnel are currently trained and provide such upgrades and retraining as necessary to competently and adequately deliver GIS services;

5.4 Collect, account for and safeguard all GIS related funds;

5.5 Provide each Party with access to and a report of the financial acts and doings as such relate to revenues and expenses relating to the GIS;

5.6 Provide each Party with access to the GIS;

5.7 Provide each Party with all records or data necessary to develop and maintain databases for the GIS;

5.8 Continue to control and furnish the operation of GIS services during the term of this Agreement in accord with sound public service standards and the standard operating procedures to be defined by the GIS Advisory Board; and

5.9 Maintain such types, kinds, and amounts of insurance to insure its risk of loss to property or persons as it in its sole discretion deems necessary or required; and, to hold each Party and their governing body harmless from loss or expense resulting from Sarpy's negligent acts or the negligent acts of its personnel.

6. DUTIES OF THE PARTIES. To carry out the faithful performance of this Agreement, each Party agrees at its cost to:

6.1 Maintain, keep and determine that its facilities, property, and Equipment are reasonably current and functional to operate GIS services as applicable.

6.2 Maintain, keep and determine that its personnel are currently trained, together with such upgrading and retraining as are necessary to operate GIS services as applicable.

6.3 Provide Sarpy County GIS personnel or contracted agency with all records or data necessary to develop and maintain data bases for the GIS.

7. GOVERNING LAW. The governing law of the State of Nebraska shall apply concerning the validity, construction, interpretation and effect of this Agreement. To the extent any provision herein is inadvertently inconsistent, conflicts with, or because of legislative amendment becomes contrary to any provision of legislation, such legislative provisions shall prevail and this Agreement shall be construed to the end that it be and become in conformity to such legislation.

7.1 To the extent any provision herein is declared to be void by final decision of a court, such event shall not constitute a cessation of this Agreement. Each Party will be responsible for carrying out the faithful performance of the remaining Agreement provisions. Each Party hereto represents and declares that it has, by acts of business, taken all steps necessary or required to authorize the execution of this Agreement and implement or carry out its several rights, duties, or obligations contained herein.

8. COMMENCEMENT DATE. This Agreement begins upon execution by all Parties by July 1<sup>st</sup>, 2019.

9. TERM. This Agreement begins upon its execution by all Parties and shall terminate June 30<sup>th</sup>, 2025. In the event a Party becomes a Withdrawn Party, this Agreement will continue with the continuing Parties.

10. AUTHORITY TO CONTRACT. Each Party acknowledges and declares that the relationship created herein is that of independent contractor.

10.1 Each Party to this Agreement is authorized pursuant to the Interlocal Cooperation Act of the State of Nebraska to enter into this Agreement, found at Neb. Rev. Stat. §13-801 et. Seq.

11. ENTIRETY AND AMENDMENTS. This agreement supersedes all prior agreements, whether oral or written, relating to the subject matter hereof. This Agreement contains the entire agreement between the Parties hereto and the terms are contractual and not a mere recital. There are no further agreements or understandings between the Parties other than those expressed herein. An amendment to this Agreement occurs when in writing and signed by all of the Parties hereto.

12. TERMINATION OR WITHDRAWAL. Each Party will faithfully attempt to provide its respective GIS service functions continuously and without termination.

12.1 In the event that Sarpy intends to so withdraw, it shall provide a one (1) year advance withdrawal notice to the Cities and P-MRNRD whereby its service area users will have the opportunity to select a new GIS service provider.

12.2 Notwithstanding anything in this Agreement to the contrary, any Party may Withdraw from the Agreement ("Withdrawn Party") without further obligation and such Withdrawn Party shall have absolute right to access and possess copies of any and all work, data and other information generated in connection with establishing and creating the Base Map, including, but not limited to, computer programs and models.

12.3 In the event a Party becomes a Withdrawn Party, any and all additions, deletions, modifications, upgrades, and/or other alterations made to the Base Map, or any portion of a Party's geospatial land database, by the Withdrawn Party shall be made available to all other Parties.

12.4 In the event a Party becomes a Withdrawn Party, the cost share of the withdrawn party will be reallocated amongst the remaining parties the following year, in the same manner as described in 3.3 above.

12.5 In the event a Party becomes a Withdrawn Party, any remaining outstanding Aerial Photography Shares for the term of agreement will be due.

13. ASSIGNMENT. Assignment or substitution by assignment or substitution by termination in 12 above by Sarpy shall not be allowed without prior written consent of each City and P-MRNRD. Written consent is only effective when the terms of paragraph 12 above are followed.

14. AUTHORITY TO ACT. Each Party hereto declares that it has by regular acts of business taken all steps and passed all resolution(s)/ordinances(s) which are legally necessary or required to authorize this Agreement and the rights, duties, and obligations herein. Each Party represents and warrants that each has the power and authority to enter into this Agreement, perform its obligations, incur expenditures or debt, and to consummate the contemplated transactions.



Telephone: (402) 253-2204  
Facsimile: (402) 253-2204  
E-Mail: [kathleencityofspringfield@yahoo.com](mailto:kathleencityofspringfield@yahoo.com)

**If to Sarpy:**

**Sarpy County**  
Attn: Deb Houghtaling  
Sarpy County Clerk  
1210 Golden Gate Drive, Suite 1118  
Papillion, Nebraska 68046-2895  
Telephone: (402) 593-5915  
Facsimile: (402) 593-4360  
E-Mail: [clerk@sarpy.com](mailto:clerk@sarpy.com)

**If to P-MRNRD:**

**Papio-Missouri River Natural Resources District**  
Attn: John Winkler  
General Manager  
8901 South 154<sup>th</sup> Street  
Omaha, Nebraska 68138  
Telephone: (402) 444-6222  
Facsimile: (402) 895-6543  
E-Mail: [jwinkler@pacionrd.org](mailto:jwinkler@pacionrd.org)

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16. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one Agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized official of each individual Party, each of whom hereby represents and warrants that he has the full power and authority to execute this Agreement in such capacity, all as of the day and year first written above.

Executed by Sarpy County this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Attest:

SARPY COUNTY, NEBRASKA,  
A Political Subdivision.

\_\_\_\_\_  
Sarpy County Clerk

\_\_\_\_\_  
Chairperson, Board of Commissioners

Approved as to form:

\_\_\_\_\_  
Deputy Sarpy County Attorney



Executed by the City of Bellevue this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Attest:

CITY OF BELLEVUE,  
Nebraska.

\_\_\_\_\_  
Bellevue City Clerk

\_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
City Attorney/Assistant

Executed by the City of Gretna this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Attest:

CITY OF GRETNA,  
Nebraska.

\_\_\_\_\_  
Gretna City Clerk

\_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
City Attorney/Assistant

Executed by the City of La Vista this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Attest:

CITY OF LA VISTA,  
Nebraska.

\_\_\_\_\_  
La Vista City Clerk

\_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
City Attorney/Assistant

Executed by the City of Papillion this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Attest:

CITY OF PAPILLION,  
Nebraska.

\_\_\_\_\_  
Papillion City Clerk

\_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
City Attorney/Assistant

Executed by the City of Springfield this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Attest:

CITY OF SPRINGFIELD,  
Nebraska.

\_\_\_\_\_  
Springfield City Clerk

\_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
City Attorney/Assistant

Executed by the Papio-Missouri River Natural Resources District this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Attest:

PAPIO-MISSOURI RIVER  
NATURAL RESOURCES DISTRICT

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman, Board of Directors

## Exhibit A - GIS Coalition Funding Breakdown FY2020

### Operations Cost Shares

<b>Member</b>	<b># Parcels in Limits</b>	<b>% Parcels in Limits</b>	<b># Parcels under Jurisdiction</b>	<b>% Parcels in Zoning Jurisdiction</b>	<b>Total %</b>
Sarpy County	67278	67.9%	13784	20.5%	<b>44.2%</b>
Bellevue	17999	18.2%	24861	37.0%	<b>27.6%</b>
Gretna	1752	1.8%	4489	6.7%	<b>4.2%</b>
La Vista	4819	4.9%	7912	11.8%	<b>8.3%</b>
Papillion	6533	6.6%	15158	22.5%	<b>14.6%</b>
Springfield	704	0.7%	1074	1.6%	<b>1.2%</b>
	<b>99085</b>		<b>67278</b>		

*\*Calculated 3/15/2019 using parcel point data from 1/1/2019*

*\*\*County's 'Parcels in Limits' count includes all parcels within county boundary*

## Exhibit B - 2020/2022 NIROC Oblique & Ortho Projects

### Aerial Photography Cost Shares

Per Project Cost:	# Sectors	Cost	Per Sector Cost
	289	\$90,604	\$314

#### 2020/2022 NIROC Funding Breakdown:

<i>Jurisdiction</i>	<i>Sectors</i>	<i>\$/Sector</i>	<i>Extended</i>	<i>Annual (for 4 yrs)</i>	<i>% Total</i>	<i>Sum</i>
Bellevue	40	\$314	\$12,540.35	\$6,270.17	13.8%	\$8,935.00
Bellevue 50/50	34	\$157	\$5,329.65	\$2,664.82	5.9%	19.7%
Gretna	14	\$314	\$4,389.12	\$2,194.56	4.8%	\$3,840.48
Gretna 50/50	21	\$157	\$3,291.84	\$1,645.92	3.6%	8.5%
La Vista	15	\$314	\$4,702.63	\$2,351.31	5.2%	\$2,743.20
La Vista 50/50	5	\$157	\$783.77	\$391.89	0.9%	6.1%
Papillion	19	\$314	\$5,956.66	\$2,978.33	6.6%	\$5,799.91
Papillion 50/50	36	\$157	\$5,643.16	\$2,821.58	6.2%	12.8%
Springfield	6	\$314	\$1,881.05	\$940.53	2.1%	\$1,959.43
Springfield 50/50	13	\$157	\$2,037.81	\$1,018.90	2.2%	4.3%
Sarpy 50/50	109	\$157	\$17,086.22	\$8,543.11	18.9%	\$22,023.98
Sarpy	86	\$314	\$26,961.74	\$13,480.87	29.8%	48.6%
			\$90,604.00	\$45,302.00	100.0%	

#### Note(s):

1. Based on Pictometry flight sector grid
2. City is responsible for sectors within corporate limits
3. City/county split costs for those sectors in municipal ETJ
4. County is responsible for sectors outside ETJ
5. Countywide 3" color obliques and orthos



## Exhibit C - GIS Coalition Cost Shares FY2020

<b>Annual Cost Shares FY2020</b>				
<b>Member</b>	<b>Operations Share*</b>		<b>Aerial Photo Share **</b>	<b>Total Cost Share FY20</b>
	<b>Percentage</b>	<b>FY20</b>		
Sarpy County	44.2%	\$41,342	\$22,024	<b>\$63,366</b>
Bellevue	27.6%	\$25,781	\$8,935	<b>\$34,716</b>
Gretna	4.2%	\$3,948	\$3,840	<b>\$7,788</b>
La Vista	8.3%	\$7,776	\$2,743	<b>\$10,519</b>
Papillion	14.6%	\$13,622	\$5,800	<b>\$19,422</b>
Springfield	1.2%	\$1,079	\$1,959	<b>\$3,038</b>
<b>TOTAL</b>		<b>\$93,548</b>	<b>\$45,302</b>	<b>\$138,850</b>

*\* Total operations contributions reflects GIS Land Records Specialist compensation; increased annually by 2.5%*

*\*\* Aerial photo share - 2020 & 2022 NIROC aerial photography projects divided pro rata over two years each; see Exhibit B*

**CITY OF LA VISTA  
MAYOR & CITY COUNCIL  
JUNE 18, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AGREEMENT – PROFESSIONAL SERVICES GEOTECH INVESTIGATION FOR LA VISTA CIVIC AREAS-84 <sup>TH</sup> REDEV.	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared authorizing the execution of a Professional Services Agreement with Olsson Inc. to provide geotechnical investigation services for the proposed La Vista Civic Areas in conjunction with the 84<sup>th</sup> Street Redevelopment project.

**FISCAL IMPACT**

The FY19/20 Biennial Budget includes funding for multiple potential infrastructure improvements and associated services.

**RECOMMENDATION**

Approval

**BACKGROUND**

On January 2, 2019, the City Council approved the selection of RDG Planning and Design (RDG) to provide placemaking and landscape design services for La Vista Civic Areas related to the 84<sup>th</sup> Street Redevelopment Project. On June 4, 2019 the agreement with RDG setting forth detailed scope of work and terms was approved by the City Council. In that agreement, the City is to provide geotechnical information to RDG to utilize in design of the Interface portion of the Civic Areas. Olsson Inc. has performed geotechnical investigations for the City Centre project and staff requested that they prepare a proposal for such professional services.

It is recommended to enter into an agreement with Olsson, Inc. in an amount not to exceed \$6,490.00.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON, INC. FOR GEOTECHNICAL INVESTIGATION SERVICES IN AN AMOUNT NOT TO EXCEED \$6,490.00.

WHEREAS, the City Council of the City of La Vista has determined that geotechnical investigation services are necessary for the proposed La Vista Civic Areas in conjunction with the 84th Street Redevelopment Project; and

WHEREAS, the FY 19/20 Biennial Budget includes funding for these services; and

WHEREAS, the agreement has a not-to-exceed cost of \$6,490.00 for the scope of services;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of a professional services agreement with Olsson, Inc. for geotechnical investigation services in an amount not to exceed \$6,490.00.

PASSED AND APPROVED THIS 18TH DAY OF JUNE, 2019.

CITY OF LA VISTA

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

ATTEST:

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



## **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**

March 7, 2019

City of La Vista  
Attn: John Kottmann  
9900 Portal Road  
La Vista, NE 68128

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**  
Lots 13 and 14 of the City Center development (the "Project")  
La Vista, NE

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

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

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

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

## SCHEDULE FOR OLSSON'S SERVICES

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

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

Fixed Fee Phases: Client shall pay to Olsson for the performance of the Scope of Services a fixed fee as outlined in the Scope of Services attached hereto, plus reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Hourly Plus Expense Phases: Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date

## TERMS AND CONDITIONS OF SERVICE

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

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

## OLSSON

By Edward Schnackenberg  
Edward Schnackenberg P.E.

By Tim Jensen  
Tim Jensen, P.E.

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

**City of La Vista "Client"**

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

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

Title \_\_\_\_\_

Dated \_\_\_\_\_

- Attachments
- Scope of Services
- General Provisions

# **SCOPE OF SERVICES**

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated March 7, 2019 between City of La Vista ("Client") and Olsson Inc., ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

## **PROJECT UNDERSTANDING**

This proposal for the City of La Vista is to provide supplemental geotechnical information for new construction near the future amphitheater planned at Lots 13 and 14 of the City Center development. The purpose of this proposal is to provide additional geotechnical design information for the additional buildings, select retaining walls, and select pavements near and around the amphitheater which are the responsibility of the City of La Vista.

From the project information provided so far, we understand the following:

- 1) Lot 13 will include a music venue with a lower pit elevation near 1099 feet. The surrounding grade will be near an elevation of 1124 feet requiring approximately 25 feet of excavation operations to achieve final design grades.
- 2) New buildings are proposed around the north side of the seating area.
- 3) Retaining walls up to 13 feet tall will be constructed around the north side of the seating area to provide access for a fire road.
- 4) The fire loop road will consist of heavy-duty pavements and will be exposed to traffic from occasional fire trucks, semi-trucks, delivery trucks, and busses.

The purpose of our exploration is to provide supplemental geotechnical information for the building foundations on Lot 13 at the north edge of the amphitheater and the retaining walls and pavements on Lot 14.

We have made the following assumptions:

- 1) The project site is clear and readily accessible by our truck mounted drill rig and support truck.
- 2) Site clearing for drill rig access is not include in this scope and fee.
- 3) All private utilities on and within 30 feet (all directions) of the project site will be located and marked in the field by the client prior to the arrival of our drilling equipment.
- 4) The design of free-standing retaining walls or global stability analyses are not included in this geotechnical exploration scope.
- 5) Structural loads will need to be provided to Olsson prior to completing our report.

## **GEOTECHNICAL INVESTIGATION**

### **1. Field Exploration**

- Olsson will use a truck-mounted drill rig to complete five (5) soil test borings for this project; three (3) to depths of 30 feet each and two (2) to depths of 10 feet each. Tentative boring locations and depths are provided below.



- The soil borings will be completed to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 110 linear feet.
- We will contact Nebraska One Call Service to locate underground public utilities. Olsson cannot be responsible for damage to unmarked or unknown public or private utilities or service connections.
- Sampling of soils will be completed in general accordance with ASTM D-1586 and ASTM D-1587.
- If encountered, groundwater measurements will be made in the test borings at the time of drilling and immediately after completing the drilling operations.
- It may be necessary for the drillers to reposition our boring locations based on restricted drill rig access, utility interference, or other field concerns at the time of drilling.
- Some damage to adjacent ground surfaces, pavements, or sidewalks may occur along access pathways required for the drilling equipment to travel to or from the boring locations. Olsson will attempt to limit surface damage but no restoration other than backfilling the soil test borings with auger cuttings and patching paved surfaces with concrete are included in this scope of services.
- Surface elevations at the boring locations will be obtained at the time of drilling by referencing a temporary benchmark established in the field from a permanent site feature or from the previously completed topographical survey. Horizontal locations will be determined by measuring distances from existing buildings, permanent reference features, or by using GPS coordinates.

## 2. Laboratory Services

- As soil conditions dictate or as determined by Olsson geotechnical engineers, laboratory testing may include visual soil classification (ASTM D-2488), unconfined compression (ASTM D-2166), thin-walled tube density (ASTM D-2937), moisture content (ASTM D-2216), Atterberg limits (ASTM D-4318), Standard Proctor (ASTM D-698), one-dimensional consolidation/swell (ASTM D-2435), or mechanical sieve analyses (ASTM D-422).

## 3. Engineering Analysis and Report Preparation

- The report will include recommendations for spread foundation design including a maximum allowable soil bearing pressure. These



recommendations would include estimates of maximum total and differential settlement within the tolerance limits (provided or estimated) of the structure. Recommendations for foundations would also include minimum footing sizes and required frost depth or minimum bearing depths.

- Recommendations will be provided regarding thickness, moisture, and compaction criteria for general fill, structural fill, or utility backfill. Soil excavation criteria in accordance with OSHA Standards will be included or referenced.
- If applicable, discussion will be provided regarding anticipated groundwater concerns, along with recommendations for addressing these concerns during construction.
- Recommendations will be provided regarding foundation and underslab drainage requirements, as applicable.
- Recommended soil parameters for design of temporary excavation support and retaining wall design.

This proposal has been prepared based on dry or frozen site conditions and Olsson personnel completing the drilling and field activities during one mobilization to the site.

Olsson will provide an electronic (pdf) copy of our Report of Geotechnical Exploration to the City of La Vista.

**The fees for the geotechnical investigation, final report, and services listed above will be invoiced monthly on an as completed basis for a lump sum fee of \$6,490.00**

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## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated March 7, 2019 between City of La Vista NE ("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**

Any dispute concerning a question of fact in connection with the work not disposed of by this agreement will be referred for determination to the City or a duly authorized representative, whose decision in the matter will be final and conclusive on the parties to this agreement.

### **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 to 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.

sex, sexual orientation, gender identity, national origin, disability or veteran status.

General Provisions Modified 03/07/2019

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.

**Equal Employment Opportunity**

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion,

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JUNE 18, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZATION TO PURCHASE SEWER CAMERA TRUCK UPGRADES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared to authorize Nebraska Environmental of Lincoln, NE to upgrade equipment and software in the existing 2011 Sewer Camera Truck in an amount not to exceed \$103,018.78.

**FISCAL IMPACT**

The FY 19/20 Sewer Fund Budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval

**BACKGROUND**

The current sewer camera truck has computer hardware, software and camera equipment that is out of date and needs to be replaced. The FY 18/19 budget allocated funding of \$300,000 to replace the entire truck. The current truck and chassis is in very good shape, and further research revealed that a retrofit of our existing truck was a viable option. This option provides the sewer department with all the capabilities they need, and saves the sewer fund approximately \$200,000 from what was budgeted.

The truck is being purchased off of the Sourcewell Contract #94124.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF EQUIPMENT AND SOFTWARE FOR THE EXISTING 2011 SEWER CAMERA TRUCK FROM NEBRASKA ENVIRONMENTAL, LINCOLN, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$103,018.78.

WHEREAS, the City Council of the City of La Vista has determined that the upgrade of equipment and software for the existing 2011 sewer camera truck is necessary; and

WHEREAS, the FY 19/20 Biennial Budget provides funding for this purchase; and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of equipment and software for the existing 2011 sewer camera truck from Nebraska Environmental, Lincoln, Nebraska in an amount not to exceed \$103,018.78.

PASSED AND APPROVED THIS 18TH DAY OF JUNE, 2019.

CITY OF LA VISTA

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

ATTEST:

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

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JUNE 18, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZATION TO PURCHASE PICKUP TRUCK	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared to authorize the purchase of one (1) 2019 Ford F-150 Pickup Truck, from Andersen Ford, Lincoln, NE in an amount not to exceed \$34,848.00.

**FISCAL IMPACT**

The FY 19/20 Sewer Fund Budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval

**BACKGROUND**

This truck will replace vehicle #3301 a 2002 Chevy Tahoe.

The truck is being purchased off the State of Nebraska Contract #14856

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) 2019 FORD F-150 PICKUP TRUCK FROM ANDERSON FORD, LINCOLN, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$34,848.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a Ford F-150 pickup truck is necessary; and

WHEREAS, the FY 19/20 Biennial Budget provides funding for this purchase; and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of one (1) 2019 Ford F-150 pickup truck from Anderson Ford, Lincoln, Nebraska in an amount not to exceed \$34,848.00.

PASSED AND APPROVED THIS 18TH DAY OF JUNE, 2019.

CITY OF LA VISTA

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

ATTEST:

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

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JUNE 18, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZATION TO PURCHASE BARRICADE TRAILER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared to authorize the purchase of one (1) 8.5x24 R&M Flat Front Cargo Trailer, from Reed Trailer, Omaha, NE in an amount not to exceed \$7,875.00.

**FISCAL IMPACT**

The FY 19/20 General Fund Budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval

**BACKGROUND**

This trailer will house some of Public Works’ emergency response barricades and traffic control devices. Currently when Public Works is called to respond an emergency situation or traffic control issue, the required items are gathered up in the cold storage building and loaded into the back of the truck. This significantly increases our response time to these situations. This trailer will be dedicated to this purpose during off-hours, so that Public Works can hook up to the trailer and respond immediately when called in.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) 8.5x24 R & M FLAT FRONT CARGO TRAILER FROM REED TRAILER, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$7,875.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a R & M Flat Front Cargo Trailer is necessary; and

WHEREAS, the FY 19/20 Biennial Budget provides funding for this purchase; and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of one (1) 8.5x24 R & M Flat Front Cargo Trailer from Reed Trailer, Omaha, Nebraska in an amount not to exceed \$7,875.00.

PASSED AND APPROVED THIS 18TH DAY OF JUNE, 2019.

CITY OF LA VISTA

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

ATTEST:

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

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JUNE 18, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
DISCUSSION - FIREWORKS	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

A discussion has been scheduled regarding rules for hours of selling and discharging fireworks in La Vista.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Discussion only.

**BACKGROUND**

The City Council, at their March 19 meeting, asked for additional information regarding the sale and discharge of fireworks. The information that Council requested is as follows:

There is no formula for the sale of fireworks or guarantee of multiple weekend day sales. State law only allows for fireworks to be sold between June 24 and July 5 on a JULY license or between December 28 and January 1 on a DECEMBER license. Local jurisdictions have the authority to be more restrictive, which La Vista does.

Information is attached showing the current rules and those of the surrounding areas.



**FIREWORKS - SARPY & DOUGLAS CITIES**

CITY / COUNTY	SUMMER SALES	SUMMER HOURS SALES	SUMMER DISCHARGE	SUMMER HOURS DISCHARGE	WINTER SALES	WINTER HOURS SALES	WINTER DISCHARGE	WINTER HOURS DISCHARGE
Bellevue	June 25 - July 3 July 4	8:00am - 11:00pm 8:00am - 11:00pm	June 25 - July 3 July 4	8:00am - 10:00pm 8:00am - 12:00am Midnight	N/A	N/A	Dec 31 - Jan 1	9:00pm (12/31) - 12:30am (1/1)
Gretna	June 25 - July 4 July 4	12:01am - 11:59pm 12:01am - 11:59pm	June 25 - July 3 July 4	10:00am - 10:00pm 10:00am - 12:00am Midnight	Dec 29 - Dec 30 Dec 31	12:01am - 11:59pm 12:01am - 11:59pm	Dec 29 - Dec 30 Dec 31	10:00am - 10:00pm 10:00am - 12:00am Midnight
La Vista	June 25 - July 3 July 4	8:00am - 11:00pm 8:00am - 11:00pm	June 25 - July 2 July 3 - July 4	7:00am - 10:00pm 7:00am - 11:00pm	N/A	N/A	N/A	N/A
Omaha	June 28 - July 3 July 4	8:00am - 11:00pm 8:00am - 11:00pm	July 2 - July 3 July 4	12:00pm Noon - 11:00pm 12:00pm Noon - 11:00pm	N/A	N/A	Dec 31 - Jan 1	5:00pm (12/31) - 1:00am (1/1)
Papillion	June 25 - July 3 July 4	8:00am - 10:00pm 8:00am -11:59pm	June 25 - July 3 July 4	8:00am - 10:00pm 8:00am -11:59pm	Dec 29 - 30 Dec 31	8:00am - 10:00m 8:00am - 11:59pm	Dec 29 - 30 Dec 31	8:00am - 10:00m 8:00am - 11:59pm
Ralston	June 25 - July 3 July 4	8:00am - 11:00pm 8:00am - Midnight	June 25 - July 3 July 4	9:00am - 10:30pm 9:00am - 11:59pm	N/A	N/A	N/A	N/A
Springfield	June 25 - July 3 July 4	12:01am - 11:59pm 12:01am - 11:59pm	June 25 - July 3 July 4	8:00am - 10:00pm 8:00am - 10:00pm	Dec 29 - Dec 30 Dec 31	12:01am - 11:59pm 12:01am - 11:59pm	Dec 29 - Dec 30 Dec 31	8:00am - 10:00pm 8:00am - 10:00pm

**FIREWORKS - SUMMER SALES & DISCHARGE  
SARPY & DOUGLAS CITIES**

CITY	SALES DATES	SALES HOURS	DISCHARGE DATES	DISCHARGE HOURS
Bellevue	June 25 - July 3	8:00am - 11:00pm	June 25 - July 3	8:00am - 10:00pm
	July 4	8:00am - 11:00pm	July 4	8:00am - 12:00am Midnight
Gretna	June 25 - July 3	12:01am - 11:59pm	June 25 - July 3	10:00am - 10:00pm
	July 4	12:01am - 11:59pm	July 4	10:00am - 12:00am Midnight
La Vista	June 25 - July 2	8:00am - 11:00pm	June 25 - July 2	7:00am - 10:00pm
	July 3 - 4	8:00am - 11:00pm	July 3 - July 4	7:00am - 11:00pm
Omaha	June 28 - July 3	8:00am - 11:00pm	July 2 - July 3	12:00pm Noon - 11:00pm
	July 4	8:00am - 11:00pm	July 4	12:00pm Noon - 11:00pm
Papillion	June 25 - July 3	8:00am - 10:00pm	June 25 - July 3	8:00am - 10:00pm
	July 4	8:00am - 11:59pm	July 4	8:00am - 11:59pm
Ralston	June 25 - July 3	8:00am - 11:00pm	June 25 - July 3	9:00am - 10:30pm
	July 4	8:00am - Midnight	July 4	9:00am - 11:59pm
Springfield	June 25 - July 3	12:01am - 11:59pm	June 25 - July 3	8:00am - 10:00pm
	July 4	12:01am - 11:59pm	July 4	8:00am - 10:00pm

**FIREWORKS - WINTER SALES & DISCHARGE  
SARPY & DOUGLAS CITIES**

CITY	SALES DATES	SALES HOURS	DISCHARGE DATES	DISCHARGE HOURS
Bellevue	N/A	N/A	Dec 31 - Jan 1	9:00pm (12/31) - 12:30am (1/1)
Gretna	Dec 29 - Dec 31	12:01am - 11:59pm	Dec 29 - Dec 30 Dec 31	10:00am - 10:00pm 10:00am - 12:00am Midnight
La Vista	N/A	N/A	N/A	N/A
Omaha	N/A	N/A	Dec 31 - Jan 1	5:00pm (12/31) - 1:00am (1/1)
Papillion	Dec 29 - 30 Dec 31	8:00am - 10:00m 8:00am - 11:59pm	Dec 29 - 30 Dec 31	8:00am - 10:00m 8:00am - 11:59pm
Ralston	N/A	N/A	N/A	N/A
Springfield	Dec 29 - Dec 30 Dec 31	12:01am - 11:59pm 12:01am - 11:59pm	Dec 29 - Dec 30 Dec 31	8:00am - 10:00pm 8:00am - 10:00pm

## FIREWORKS COMPLAINTS RECEIVED BY LA VISTA POLICE DEPARTMENT

TIMEFRAME	# OF COMPLAINTS
JUNE 25 - JULY 4, 2015	38
JUNE 25 - JULY 5, 2016	39
JUNE 25 - JULY 4, 2017	43
JUNE 25 - JULY 6, 2018	43

## MAXIMUM NUMBER OF FIREWORKS PERMITS ISSUED PER YEAR

YEAR	MAXIMUM # OF PERMITS ISSUED
2000	7
2001	6
2002	6
2003	6
2004	6
2005	5
2006	4
2007	6
2008	5
2009	6
2010	7
2011	8
2012	8
2013	8
2014	8
2015	8
2016	8
2017	8
2018	9