

LA VISTA CITY COUNCIL MEETING AGENDA

July 6, 2021

6:00 p.m.

Harold "Andy" Anderson Council Chamber
La Vista City Hall
8116 Park View Blvd

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **Proclamation: Omaha Beer Week**
- **Appointments – Board of Health – Appoint Mary Brennan – Fill Vacancy; Library Advisory Board – Appoint Cindi Hearn – Fill Vacancy**

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 15, 2021 City Council Meeting**
3. **Request for Payment – RDG Planning & Design – Professional Services – Placemaking & LA Services – \$1,248.24**
4. **Request for Payment – Schemmer – Professional Services – Applewood Creek H&H Review - \$995.00**
5. **Request for Payment – Schemmer – Professional Services – Applewood Creek H&H Review - \$2,620.00**
6. **Request for Payment – Alfred Benesch & Company – Professional Services – 96th & 108th Street Pavement Reconstruction & Rehabilitation - \$28,243.32**
7. **Request for Payment – DLR Group – Professional Services – La Vista City Center Parking Structure 2 - \$2,194.96**
8. **Request for Payment – Papio-Missouri River Natural Resources District – Annual Contribution – Papillion Creek Watershed Partnership – \$10,750.00**
9. **Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Miscellaneous Services – \$6,900.00**
10. **Request for Payment – Olsson, Inc – Professional Services – City Centre – \$1,895.75**
11. **Request for Payment – Swain Construction – Construction Services – 96th & 108th Street Pavement Reconstruction & Rehabilitation – \$962,988.99**
12. **Approval of Claims**

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

B. Resolution – Approve Amendment No. 2 – Professional Services Agreement – East La Vista Sewer and Pavement Rehabilitation Project

C. Resolution – Approve Change Order No. 1 – 96th Street & 108th Street Pavement Reconstruction and Rehabilitation

D. Resolution – Authorize Consultant Selection – Business Continuity & Disaster Recovery Plan

E. Resolution – Approve Lease and Interlocal Cooperation Agreement – Metropolitan Community College – Dog Park

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

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



**PROCLAMATION
OMAHA BEER WEEK**

WHEREAS, Nebraska has a long history of beer brewing and breweries within the state who partner with other locally owned businesses; and

WHEREAS, Omaha Beer Week was founded in 2012 to support locally owned breweries and has encouraged thousands of people to explore dozens of new breweries, bars, restaurants and retail locations in the greater Omaha metropolitan area, including in La Vista; and

WHEREAS, the Omaha metropolitan area has recently been highlighted by the brewing industry, news organizations, and entertainment influencers as one of the nation's fastest-growing destinations to enjoy high-quality craft beer; and

WHEREAS, La Vista is proud to be home to several craft brewers, distillers, distributors, as well as many outstanding bars and restaurants; and

WHEREAS, the COVID-19 pandemic has greatly impacted local businesses, especially in the industries supported by Omaha Beer Week and support is greatly needed to help these businesses and their employees thrive and recover from these challenging times; and

WHEREAS, Omaha Beer Week and its member businesses are providing safe, entertaining experiences for citizens to enjoy this summer.

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, do hereby proclaim July 17 - July 24, 2021 as ***Omaha Beer Week*** in the City of La Vista and I urge citizens to responsibly enjoy and support the craft breweries, bars and restaurants that La Vista has to offer.

DATED THIS 6TH DAY OF JULY, 2021.

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

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MINUTE RECORD

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

**LA VISTA CITY COUNCIL
MEETING
June 15, 2021**

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on June 15, 2021. 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, Chief of Police Lausten, City Clerk Buethe, Director of Public Works Soucie, Director of Administrative Services Pokorny, Library Director Barcal, Recreation Director Stopak, City Engineer Dowse, Community Development Director Fountain, and Finance Director Miserez.

A notice of the meeting was given in advance thereof by publication in the Times on June 2, 2021. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

Council President Thomas called the meeting to order, led the audience in the Pledge of Allegiance, and made the announcements.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE JUNE 15, 2021 CITY COUNCIL
MEETING
3. APPROVAL OF THE MINUTES OF THE MAY 20, 2021 PLANNING
COMMISSION MEETING
4. APPROVAL OF THE MINUTES OF THE MAY 10, 2021 LA
VISTA/METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM OWNERS
ASSOCIATION, INC. MEETING
5. MONTHLY FINANCIAL REPORT – APRIL 2021
6. REQUEST FOR PAYMENT – HDR – PROFESSIONAL SERVICES – PROJECT
MANAGEMENT – PUBLIC IMPROVEMENTS AND OTHER WORKS - \$550.23
7. REQUEST FOR PAYMENT – DESIGN WORKSHOP, INC. – PROFESSIONAL
SERVICES – LA VISTA WAYFINDING - \$5425.00
8. APPROVAL OF CLAIMS

3C PAYMENT USA CORP, services	200.00
3CMA MEMBERSHIP, services	380.00
4 SEASONS AWARDS, services	47.90
AA WHEEL & TRUCK SUPPLY, maint.	16.50
ABM INDUSTRIES INC, services	9,592.29
ACCO UNLIMITED CORP, supplies	84.95
AKRS EQUIPMENT SOLUTIONS, INC.	91.88
ALFRED BENESCH & CO, services	27,388.40
ALKAR BILLIARDS, services	1,270.00
AMAZON, supplies	159.97
AMERICAN HERITAGE LIFE INS, services	1,173.35
A-RELIEF, services	746.00
BAUER BUILT INC, maint.	1,386.30
BIBLIOTHECA LLC, media	1.98
BISHOP BUSINESS EQUIPMENT, services	1,244.17
BKD LLP, services	2,170.00
BLACK HILLS ENERGY, utilities	3,241.74
BOK FINANCIAL, services	100,050.63
BUILDERS SUPPLY, maint.	790.40
CAVLOVIC, PAT, apparel	144.99
CCAP AUTO LEASE LTD, services	840.12
CENTURY LINK/LUMEN, phones	1,028.34
CINTAS CORP, services	288.92
CITIBANK COSTCO VISA, supplies	356.95

MINUTE RECORD

June 15, 2021

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

COMP CHOICE INC, services	1,591.61
COX COMMUNICATIONS, services	280.55
CULLIGAN OF OMAHA, supplies	32.00
CUMMINS CENTRAL POWER LLC, bld&grnds	663.48
DATASHIELD CORP, services	120.00
DEARBORN NATIONAL LIFE INS CO, services	7,995.21
DEMCO INC, supplies	215.76
DONAL FISCHER, refund	207.78
DOOLING, SHAWN A, refund	900.00
DXP ENTERPRISES INC, maint.	29.60
EDGEWEAR SCREEN PRINTING, apparel	2,924.65
ESSENTIAL SCREENS, services	682.00
EYMAN PLUMBING INC, bld&grnds	161.50
FASTENAL CO, apparel	42.12
FBG SERVICE CORP, bld&grns	5,965.00
FEDEX, services	138.97
FERGUSON ENTERPRISES, bld&grnds	63.77
FILTER CARE OF NE, bld&grnds	10.25
FIRST BANKCARD, services	12,784.74
FIRST STATE BANK, services	12,205.78
GENERAL FIRE & SAFETY, bld&grnds	349.00
GENUINE PARTS CO, maint.	761.13
GRAYBAR ELECTRIC CO, bld&grnds	47.88
GREATAMERICA FINANCIAL, services	2,355.31
HANNAH CARDEN, refund	349.25
HARM'S CONCRETE INC, bld&grnds	495.00
HOBBY LOBBY, supplies	142.56
HOIT, CHRISTINE M, services	348.00
HOME DEPOT, supplies	35.94
HURST, JEAN, refund	49.98
INGRAM LIBRARY SERVICES, books	1,781.34
J & J SMALL ENGINE, maint.	724.93
JOHNSON, ALLEN L, services	195.00
K ELECTRIC, services	1,925.08
KANOPIY INC, services	134.00
KEYMASTERS LOCKSMITH, bld&grnds	84.00
KRIHA FLUID POWER CO, maint.	233.42
LABRIE, DONALD P, services	375.00
LEXIS NEXIS MATTHEW BENDER, services	83.08
LIBRARY IDEAS LLC, books	194.75
LINCOLN NATIONAL LIFE INS CO, services	6,486.30
LOGAN CONTRACTORS SUPPLY, apparel	100.75
LOGO LOGIX EMBROIDERY, apparel	792.00
LOWE'S, supplies	498.17
MACQUEEN EQUIPMENT LLC, services	1,762.64
MALLOY ELECTRIC, supplies	58.62
MARCO INC, services	168.00
MARK A KLINKER, services	400.00
MARTIN ASPHALT, maint.	514.30
MARTIN MARIETTA MATERIALS, bld&grnds	91.74
MEDICA INSURANCE CO, services	114,122.89
MENARDS-RALSTON, maint.	1,767.70
MID-AMERICAN BENEFITS, services	650.00
MID-IOWA SOLID WASTE EQUIP, services	163.20
MIDWEST TAPE, media	78.97
MIDWEST TURF & IRRIGATION, maint.	247.52
MSC INDUSTRIAL, supplies	607.65
MUD, utilities	2,870.63
MUNICIPAL PIPE TOOL CO, maint.	1,262.47
NE DEPT OF REVENUE, sales tax	89.59

MINUTE RECORD

June 15, 2021

No. 728 — REEDFIELD & COMPANY, INC. OMAHA E1310556LD

NE NOTARY ASSOC, services	100.00
NE STATE TREASURER, services	211.00
OCLC INC, services	161.21
OFFICE DEPOT INC, supplies	346.76
OMNI ENGINEERING, maint.	695.54
OPPD, utilities	49,011.51
O'REILLY AUTO PARTS, maint.	768.22
ORIENTAL TRADING CO, supplies	655.51
PAPILLION SANITATION, services	275.70
PAYROLL, salaries & taxes	385,822.75
PEPSI COLA CO, supplies	365.85
POMP'S TIRE SERVICE INC, maint.	323.00
PSI PLASTIC GRAPHICS, supplies	484.89
QUALITY AUTO REPAIR, maint.	83.00
RDG PLANNING & DESIGN, services	1,338.52
RED WING, apparel	300.00
REGAL AWARDS INC, services	77.76
RICHARD CROWDER, refund	20.00
RIVER CITY RECYCLING, services	709.50
SAPP BROS INC, maint.	1,684.40
SIGN IT, services	100.00
SILAS CREEK, services	2,000.00
STONE PLANNING LLC, services	1,000.00
SUBURBAN NEWSPAPERS INC, services	384.60
SWAIN CONSTRUCTION INC, services	212,900.35
THE LIFEGUARD STORE, supplies	555.35
THE SCHEMMER ASSOCIATES INC, services	185.00
TOSHIBA FINANCIAL, services	265.40
TRACTOR SUPPLY, services	73.93
TRANS UNION RISK, services	75.00
TRUCK CENTER CO, maint.	926.58
TY'S OUTDOOR POWER, maint.	60.95
U.S. CELLULAR, phones	1,822.08
UNITE PRIVATE NETWORKS LLC, services	8,800.00
UNITED HEALTHCARE INS, services	1,043.23
UTILITY EQUIPMENT CO, supplies	31.84
VERIZON WIRELESS, phones	18.02
VIERREGGER ELECTRIC CO, services	1,452.00
WALMART, services	424.81
WESTLAKE HARDWARE, bld&grnds	1,692.58

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

Library Director Barcal reported on the Summer Reading Program and that the Pre-Conference for State Conference was held at the Library.

Recreation Director Stopak reported on programs through the Recreation Department.

City Engineer Dowse reported on street construction projects.

At 6:10 p.m. Mayor Kindig arrived to preside over the meeting.

SERVICE AWARDS: DAVID KARLSON – 25 YEARS

Mayor Kindig recognized David Karlson for 25 years of service to the City.

MINUTE RECORD

June 15, 2021

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

PRESENTATION – WAYFINDING – DESIGN WORKSHOP

Renee Ludlam with Design Workshop gave a presentation on the Wayfinding project.

B. 2022-2026 CAPITAL IMPROVEMENT PROGRAM

1. PUBLIC HEARING

At 6:57 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the proposed Capital Improvement Program. Jeff Calentine gave a presentation of the program.

At 7:10 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 – ADOPTION OF 2022-2026 CAPITAL IMPROVEMENT PROGRAM

Councilmember Crawford introduced and moved for the adoption of Resolution No. 21-065 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE 2022-2026 CAPITAL IMPROVEMENT PROGRAM (CIP) FOR INFRASTRUCTURE AND OTHER CAPITAL IMPROVEMENTS FOR THE CITY OF LA VISTA.

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

WHEREAS, the La Vista Planning Commission has reviewed the 2022-2026 Capital Improvement Program (CIP) for the City of La Vista and recommends to Council approval of the Plan; and

WHEREAS, the Mayor and City Council of the City of La Vista, Nebraska held a public hearing on the City of La Vista's 2022-2026 Capital Improvement Program (CIP) for infrastructure and other capital improvements for the City of La Vista; and

WHEREAS, the citizens of the City of La Vista have therefore had an opportunity to comment on the 2022-2026 Capital Improvement Program (CIP) for infrastructure and other capital improvements for the City of La Vista as submitted and reviewed by the La Vista City Council;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska that the 2022-2026 Capital Improvement Program (CIP) for infrastructure and other capital improvements for the City of La Vista as submitted and reviewed by the Mayor and City Council of the City of La Vista be, and the same hereby is, accepted and approved.

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

C. RESOLUTION – 84TH STREET REDEVELOPMENT AREA PHASE TAX INCREMENT FINANCING – PART OF MIXED USE REDEVELOPMENT PROJECT (ACTION ON THIS ITEM WILL BE TAKEN BY THE LA VISTA COMMUNITY DEVELOPMENT AGENCY)

Councilmember Hale introduced and moved for the adoption of Resolution No. 21-066 entitled: A RESOLUTION AUTHORIZING THE ISSUANCE OF A TAX INCREMENT REVENUE NOTE (LA VISTA CITY CENTRE PROJECT), SERIES 2021, OF THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, FOR THE PURPOSE OF PAYING CERTAIN PROJECT COSTS IN CONNECTION WITH A REDEVELOPMENT PROJECT; PRESCRIBING THE FORM AND DETAILS OF SUCH NOTE AND THE COVENANTS AND AGREEMENTS MADE BY THE AGENCY TO FACILITATE AND PROTECT THE PAYMENT THEREOF; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

MINUTE RECORD

June 15, 2021

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

WHEREAS, the City of La Vista (the "City") has established a community development agency (the "Agency") under Chapter 18, Article 21, Reissue Revised States of Nebraska, as amended (the "Act");

WHEREAS, the Act prescribes the requirements and procedures for the planning and implementation of redevelopment projects;

WHEREAS, pursuant to the Act and upon the recommendation of the Planning Commission, the Redevelopment Area was previously declared to be blighted and substandard and in need of redevelopment pursuant to the Act;

WHEREAS, the Council previously adopted and the City has in place a comprehensive plan, which includes a general plan for development of the City within the meaning of Section 18-2110 of the Act;

WHEREAS, pursuant to the Act and upon the recommendation of the Agency and of the Planning Commission, the City Council approved the Redevelopment Plan for the Redevelopment Area, as amended by Amendment No. 1 and Amendment No. 2 and including a multi-year mixed use redevelopment project (the "Mixed Use Redevelopment Project") and related tax increment financing pursuant to Neb. Rev. Stat. Section 18-2147 to be developed in phases in the vicinity of 84th Street and Brentwood Boulevard;

WHEREAS, pursuant to the Act the Agency approved the Redevelopment Agreement, as amended, a redevelopment contract between the Agency and La Vista City Centre, LLC, a Nebraska limited liability company, and its assignee City Centre Music Venue, LLC, a Nebraska limited liability company, (together, the "ReDeveloper"), and authorized the ReDeveloper to undertake all phases of the Mixed Use Redevelopment Project, including the Project (hereinafter defined), and related tax increment financing within the Project Area (hereinafter defined) in accordance with the Act;

WHEREAS, the Redevelopment Plan and Agreement provide, among other things, that the Agency will issue debt to be secured by moneys in the TIF Revenue Fund for the purpose of paying a portion of the Project Costs (hereinafter defined) for the Project; and

WHEREAS, in connection with commencement of an additional phase of the Mixed Use Redevelopment Project, it is necessary, desirable, advisable, and in the best interest of the Agency to issue the Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Project), Series 2021 (the "Note"), in the principal amount of \$3,000,000 to pay a portion of the Project Costs, to pay the costs of issuing the Note, and to be issued and secured in the form and manner as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, acting as the Community Development Agency is, accepted and approved.

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

**D. RESOLUTION – AUTHORIZE ADVERTISEMENT FOR BIDS – 84TH STREET
REDEVELOPMENT AREA PUBLIC IMPROVEMENT REDEVELOPMENT
PROJECT – OFFSTREET PARKING DISTRICT NO. 2 STRUCTURE NO. 2**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 21-067 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR CONSTRUCTION OF OFFSTREET PARKING DISTRICT NO. 2 – STRUCTURE NO. 2 ASSOCIATED WITH THE PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT IN THE 84TH STREET REDEVELOPMENT AREA.

MINUTE RECORD

June 15, 2021

No. 729 — REEDFIELD & COMPANY, INC. OMAHA ET1310556LD

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

WHEREAS, the FY2/22 Biennial Budget provides funding for this project; and

WHEREAS, the schedule for awarding this bid is as follows:

Publish Notice to Contractors	June 30 and July 7, 2021
Mandatory Pre-Bid Meeting	July 9, 2021 at 10:30 am City Hall
Open Bids	July 27, 2021 at 10:00 am City Hall
Council Award Contract	August 17, 2021 (Tentative)

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska hereby authorize the advertisement of bids for the Offstreet Parking District No. 2 – Structure No. 2 associated with the public improvement redevelopment project in the 84th Street Redevelopment Area.

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

E. 84TH STREET REDEVELOPMENT AREA – PUBLIC IMPROVEMENT AND MIXED USE REDEVELOPMENT PROJECT AREAS

1. RESOLUTION – APPROVE RECIPROCAL CONSTRUCTION, GRADING, AND SITE PREPARATION EASEMENT

Councilmember Hale introduced and moved for the adoption of Resolution No. 21-068 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AND AUTHORIZING EXECUTION OF A RECIPROCAL CONSTRUCTION, GRADING AND SITE PREPARATION EASEMENT WITHIN THE PUBLIC IMPROVEMENT AND THE MIXED USE REDEVELOPMENT PROJECT AREAS.

WHEREAS, the City of La Vista, pursuant to the Public Improvement Redevelopment Project, will construct certain improvements within the Public Improvement Redevelopment Project Area; and

WHEREAS, City Centre Music Venue, LLC or any affiliated entity of City Centre Music Venue, LLC, as the Redeveloper, pursuant to the Mixed Use Redevelopment Project will construct certain improvements within the Mixed Use Redevelopment Project Area, as amended; and

WHEREAS, the parties desire to grant reciprocal easements over certain Redeveloper property and City property for the purposes of construction, grading and site preparation in connection with such improvements; and

WHEREAS, a proposed Reciprocal Construction, Grading, and Site Preparation Easement is presented with this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the Reciprocal Construction, Grading, and Site Preparation Easement as presented, subject to any additions, subtractions, or modifications as the City Administrator, City Engineer, or any designee of the City Administrator or City Engineer determines necessary or appropriate ("Easement").

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the Easement and to take all other actions as he or she determines necessary or appropriate to carry out this Resolution or the Easement.

MINUTE RECORD

June 15, 2021

No. 729 — RIEDL & COMPANY, INC. OMAHA E1310558LD

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

F. 84TH STREET REDEVELOPMENT AREA – PUBLIC IMPROVEMENT AND MIXED USE REDEVELOPMENT PROJECT AREAS

1. RESOLUTION – APPROVE ENCROACHMENT EASEMENT

Councilmember Hale introduced and moved for the adoption of Resolution No. 21-069 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN ENCROACHMENT EASEMENT AGREEMENT IN CONNECTION WITH PUBLIC IMPROVEMENTS TO BE CONSTRUCTED ON LOT 2, LA VISTA CITY CENTER REPLAT FOUR.

WHEREAS, the Mayor and City Council of the City of La Vista, pursuant to the Public Improvement Redevelopment Project, will construct certain improvements on Lot 2, La Vista City Centre Replat Four that will encroach upon Lot 3 La Vista City Center Replat Four ("Lot 3"); and

WHEREAS, City Centre Music Venue LLC or any affiliated entity of City Centre Music Venue, LLC, as owner of Lot 3, finds the encroachments upon Lot 3, La Vista City Centre Replat Four acceptable and is willing to grant the City of La Vista an easement for such encroachments; and

WHEREAS, a proposed Encroachment Easement Agreement is presented with this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the Encroachment Easement Agreement as presented, subject to any additions, subtractions, or modifications as the City Administrator, City Engineer, or any designee of the City Administrator or City Engineer determines necessary or appropriate ("Easement").

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the Easement and to take all other actions as he or she determines necessary or appropriate to carry out this Resolution or the Easement.

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. RESOLUTION – APPROVE CONSTRUCTION MANAGERS AND AUTHORIZE REQUEST FOR PROPOSALS FOR CENTRAL PARK PAVILLION AND SITE IMPROVEMENT SERVICES

Councilmember Thomas introduced and moved for the adoption of Resolution No. 21-070 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, SELECTING AND APPROVING CONSTRUCTION MANAGERS AS PREQUALIFIED, AND AUTHORIZING REQUEST FOR PROPOSALS UNDER THE CONSTRUCTION MANAGEMENT AT RISK DELIVERY SYSTEM FOR CENTRAL PARK PAVILION AND SITE IMPROVEMENTS LOCATED NORTH OF 8302 CITY CENTRE DRIVE IN CENTRAL PARK.

WHEREAS, the Mayor and City Council authorized and approved Construction Management at Risk delivery system ("Construction Management at Risk" or "CMR") under Neb. Rev. Stat. Section 13-2901 et seq ("Act"), approved CMR policies ("Policies"), and approved Construction Management at Risk for the proposed Central Park Pavilion and Site Improvements project located north of 8302 City Centre Drive in Central Park; and

WHEREAS, the City, based on information submitted in responses to request for letters of interest, desires to select construction managers as prequalified and eligible to receive request for proposals for the CMR

MINUTE RECORD

June 15, 2021

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

contract for the Central Park Pavilion and Site Improvements and to authorize requesting proposals from them.

NOW, THEREFORE, BE IT RESOLVED that the following is approved:

1. The following construction managers, as recommended by the La Vista City Engineer and City Administrator based on review of information submitted in responses to request for letters of interest, are hereby selected in accordance with the Policies as prequalified and eligible to receive request for proposals for the CMR contract for the Central Park Pavilion and Site Improvements.

- Boyd Jones
- Graham
- JE Dunn Construction
- Lund Ross
- MCL
- Weitz

("Prequalified Construction Managers"). In making such selection, the review and findings of the City Administrator or City Engineer are hereby ratified, affirmed, adopted, and approved. Construction managers shall be informed of such selection by such means as the City Administrator or City Engineer or his or her designee determines appropriate. Request for proposals shall be sent only to the Prequalified Construction Managers.

2. The City Engineer or City Administrator, or any designee of the City Engineer or City Administrator, shall prepare and provide each of the Prequalified Construction Managers a request for proposals for the CMR contract for the Central Park Pavilion and Site Improvements in form and content satisfactory to the City Engineer or City Administrator, and further shall publish notice of the request for proposals.

3. The City Administrator or City Engineer, or any designee of the City Administrator or City Engineer, shall be authorized on behalf of the City to take all actions as she or he determines necessary or appropriate in connection with the request for proposals, the actions approved in this Resolution, or the CMR process, except for any action or approval that the Policies expressly require of the Selection Committee, and all such actions shall be final, conclusive and binding on the City and all parties. The authorization provided by this paragraph "3" shall include without limitation:

- a. Determining content, preparing, publishing notice of, and distributing requests for proposals;
- b. Receiving, opening, analyzing, evaluating, reviewing, and making recommendations regarding proposals, rankings, and recommended construction managers under applicable criteria;
- c. Referring proposals to, assisting, and obtaining recommendation of the Selection Committee;
- d. Negotiating and preparing construction management at risk contracts with prospective construction managers;
- e. Determining applicable criteria and content of all proposed documents and instruments of the City; and
- f. Taking all other actions as determined necessary or appropriate under the circumstances to prepare or present a proposed Construction Management at Risk contract to the Mayor and City Council for consideration or approval.

This Resolution shall be in full force and take effect from and after adoption as provided by law.

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

H. RESOLUTION – APPROVAL OF PROFESSIONAL SERVICES AGREEMENT – AMENDMENT NO. 11 – 84TH STREET AND CITY CENTRE INFRASTRUCTURE – ADDITIONAL SERVICES

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

Councilmember Hale introduced and moved for the adoption of Resolution No. 21-071 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA AUTHORIZING THE EXECUTION OF AMENDMENT NO. 11 TO A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON, INC. TO PROVIDE PROJECT MANAGEMENT, DESIGN SERVICES, AND CONSTRUCTION PHASE SERVICES, FOR THE DESIGN MODIFICATION AND FILL PLACEMENT MONITORING FOR THE GRADING OF THE INTERFACE STRUCTURE.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined additional professional services related to the Interface Structure are necessary; and

WHEREAS, the City Council on behalf of the City of La Vista desires to approve amendment No. 11 to a professional services agreement with Olsson Associates to provide additional services; and

WHEREAS, The FY21/22 Biennial Budget provides funding for this project; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve amendment No. 11 to a professional services agreement with Olsson, Inc. to provide project management, design services, and construction phase services, for the design modification and fill placement monitoring for the grading of the interface structure.

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

I. RESOLUTION – APPROVAL OF ADDITION TO AREA OF LIQUOR LICENSE – NEBRASKA BREWING COMPANY

Councilmember Sell introduced and moved for the adoption of Resolution No. 21-072 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 THE ADDITION TO THE LIQUOR LICENSE FOR NEBRASKA BREWING COMPANY IN LA VISTA, NEBRASKA.

WHEREAS, Nebraska Brewing Company, 6946 S. 108th Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for an addition to their Liquor License; and

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

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 the addition to the Liquor License submitted by Nebraska Brewing Company, 6946 S. 108th Street, La Vista, Sarpy County, Nebraska.

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

MINUTE RECORD

June 15, 2021

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

J. RESOLUTION – AUTHORIZE PURCHASE – WORKIVA DOCUMENT PRODUCTION SOFTWARE

Councilmember Thomas introduced and moved for the adoption of Resolution No. 21-073 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA TO AUTHORIZE THE PURCHASE OF WORKIVA DOCUMENT PRODUCTION SOFTWARE IN AN AMOUNT NOT TO EXCEED \$41,600.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of Workiva Document Production Software is necessary; and

WHEREAS, the FY21/22 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 Workiva Document Production Software in an amount not to exceed \$41,600.

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

K. RESOLUTION – ADOPT FINANCIAL POLICY

Councilmember Sell introduced and moved for the adoption of Resolution No. 21-074 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING A COUNCIL POLICY STATEMENT.

WHEREAS, the City Council has determined that it is necessary and desirable to create Council Policy Statements as a means of establishing guidelines and direction to the members of the City Council and to city administration in regard to various issues which regularly occur; and

WHEREAS, a Council Policy Statement entitled "138 – City Financial Policies" has been established.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the Council Policy Statement entitled "138 – City Financial Policies" and do further hereby direct the distribution of said Council Policy Statement to the appropriate City Departments.

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

L. REORGANIZATION – BUILDING MAINTENANCE DIVISION

1. RESOLUTION – AUTHORIZE REORGANIZATION OF BUILDING MAINTENANCE DIVISION

Councilmember Frederick introduced and moved for the adoption of Resolution No. 21-075 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AUTHORIZE THE REORGANIZATION OF THE BUILDING MAINTENANCE DIVISION WITHIN THE PUBLIC WORKS DEPARTMENT.

WHEREAS, the Mayor and City Council of the City of La Vista have determined that the reorganization of the Building Maintenance Division within the Public Works Department is necessary; and

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

WHEREAS, the Building Maintenance Division is responsible for maintaining all City facilities comprised of over 166,000 square feet of space of which 124,781 square feet is occupied; and

WHEREAS, the positions within the Building Maintenance Division will include the Building Superintendent (new), Building Technician (reclassified), and Building Maintenance Workers (no change),

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of La Vista, Nebraska, hereby approves the reorganization of the Building Maintenance Division within the Public Works Department.

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

2. POSITION DESCRIPTION – PUBLIC WORKS – BUILDING MAINTENANCE DIVISION – NEW AND UPDATE

Councilmember Crawford made a motion to receive and file the position description for Public Works – Building Maintenance Division – New and Update. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick and Sell. Nays: Hale. Abstain: None. Absent: None. Motion carried.

M. RESOLUTION – APPROVE INTERLOCAL AGREEMENT – PROSECUTORIAL SERVICES – LA VISTA CITY CODE VIOLATIONS

Councilmember Quick introduced and moved for the adoption of Resolution No. 21-076 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF PAPILLION FOR PROSECUTORIAL SERVICES RELATED TO LA VISTA CITY CODE VIOLATIONS EFFECTIVE JULY 1, 2021.

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

WHEREAS, the Mayor and City Council have determined that the City is required to prosecute criminal violations of the La Vista City Code; and

WHEREAS, the City of La Vista does not have an in-house legal department, so has contracted with a private attorney to provide this service; and

WHEREAS, the City of Papillion has an in-house legal department the currently providing this service for Papillion; and

WHEREAS, the cities desire to enter into an Interlocal Agreement under which the Papillion City Attorney or designee will provide prosecutorial service to the City of La Vista for criminal violations of the La Vista City Code, and bill the City of La Vista for actual time spent by the Papillion City Attorney; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby authorize the Mayor to execute an Interlocal Cooperation Agreement with the City of Papillion for prosecutorial services related to La Vista City Code violations effective July 1, 2021

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

MINUTE RECORD

June 15, 2021

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

N. DISCUSSION – HOLIDAY LIGHTS

Community Relations Coordinator Mitch Beaumont presented information on the purchasing of holiday lights. There was Council discussion.

City Council requested samples of the holiday lights.

O. RESOLUTION – APPROVE PURCHASE – DOG PARK FENCING

Councilmember Frederick introduced and moved for the adoption of Resolution No. 21-077 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF DOG PARK FENCING FROM AMERICAN FENCE COMPANY, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$24,515.01.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of dog park fencing is necessary; and

WHEREAS, the FY21/FY22 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 the City of La Vista, Nebraska, do hereby authorize the purchase of temporary dog park fencing from American Fence Company, Omaha, Nebraska in an amount not to exceed \$24,515.01.

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

Councilmember Crawford motioned to move Comments from the Floor up on the agenda ahead of item P. Executive Session. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

COMMENTS FROM THE FLOOR

Tammy Bray of 7138 Plum Dale Road commented on the additional traffic on Plum Dale Road created by the road closures on 96th Street during reconstruction.

EXECUTIVE SESSION – CONTRACT NEGOTIATIONS

At 7:57 p.m. Councilmember Crawford made a motion to go into executive session for protection of the public interest for negotiating guidance regarding contract negotiations. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 8:17 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Sheehan commented on the good work of the police department with the missing person search. Councilmember Frederick stated his agreement with Councilmember Sheehan.

MINUTE RECORD

June 15, 2021

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

At 8:17 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 6TH DAY OF JULY 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



May 31, 2021

Project No: R3003.066.00

Invoice No: 48683

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, 2021

Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Planning	237,167.50	100.00	237,167.50	237,167.50	0.00
Schematic Design	12,482.50	20.00	2,496.50	1,248.26	1,248.24
Total Fee	249,650.00		239,664.00	238,415.76	1,248.24
Total Fee					1,248.24
Total this Invoice					\$1,248.24

PO Number: 20-008351

R. Ramirez
 6-21-21





Design with Purpose. Build with Confidence.

April 26, 2021

Invoice No: 08213.001 - 1

Patrick Dowse
City of La Vista Nebraska
8116 Park View Boulevard
La Vista, NE 68128-5509

Project 08213.001 Applewood Creek H&H Review

Professional Services through March 31, 2021

Professional Personnel

	Hours	Rate	Amount
Senior Project Manager	1.00	185.00	185.00
Registered Engineer	6.00	135.00	810.00
Totals	7.00		995.00
Total Labor			995.00

Billing Limits	Current	Prior	To-Date
Labor	995.00	0.00	995.00
Limit			4,537.00
Total Billings	995.00	0.00	995.00
Limit			4,537.00
Remaining			3,542.00
Total this Invoice			\$995.00

OKTOPA
PMD 6/29/21
02430303.000



Design with Purpose. Build with Confidence.

May 28, 2021

Invoice No: 08213.001 - 2

City of La Vista Nebraska
8116 Park View Boulevard
La Vista, NE 68128-5509

Project 08213.001 Applewood Creek H&H Review

Professional Services through April 30, 2021

Professional Personnel

	Hours	Rate	Amount
Senior Project Manager	6.50	185.00	1,202.50
Registered Engineer	10.50	135.00	1,417.50
Totals	17.00		2,620.00
Total Labor			2,620.00
Billing Limits	Current	Prior	To-Date
Labor Limit	2,620.00	995.00	3,615.00
Total Billings Limit	2,620.00	995.00	3,615.00
Remaining			4,537.00
			922.00
Total this Invoice			\$2,620.00

OKPA
PMD 6/29/21

(\$2,43,030.00)



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

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

June 11, 2021

Project No: 00120661.00
Invoice No: 184722

Professional Services from May 10, 2021 to June 6, 2021

Task 00001 Project Management

Professional Personnel

	Hours	Rate	Amount
E1 Professional Engineer (Cons or Princ) Sockel, Jeffery	2.00	202.00	404.00
E1a Professional Engineer/Project Mgr O'Bryan, Timothy	13.00	181.00	2,353.00
Totals	15.00		2,757.00
Total Labor			2,757.00
		Total this Task	\$2,757.00

Task 00005 Construction Observation

Professional Personnel

	Hours	Rate	Amount
E1a Professional Engineer/Project Mgr O'Bryan, Timothy	8.00	181.00	1,448.00
E3a Construction Representative III Barahona, Alejandro	139.00	103.00	14,317.00
E9 Field/Lab Technician I, Intern Kaster, Max	143.50	62.00	8,897.00
Totals	290.50		24,662.00
Total Labor			24,662.00

Unit Billing

6/6/2021	2019 Chevy Silverado-WBR362 22WD55	861.0 Miles @ 0.56	482.16
6/6/2021	2018 Ford Escape-USA773 22RVFG	551.0 Miles @ 0.56	308.56
6/6/2021	Omaha Rental Vehicle	60.0 Miles @ 0.56	33.60
	Total Units		824.32
		Total this Task	\$25,486.32

Project	00120661.00	La Vista 96th & 108th St Pavement Rehab	Invoice	184722
Billing Limits		Current	Prior	To-Date
Total Billings		28,243.32	156,911.72	185,155.04
Limit				490,811.50
Remaining				305,656.46
		Total this Invoice		<u>\$28,243.32</u>

OK TO PA-1
PMD 6/29/21

Invoice

listen.DESIGN.deliver
 6457 Frances Street, Suite 200
 Omaha, NE 68106
 402-393-4100 Fax 402-393-8747

Pat Dowse
 Director Public Works
 City of La Vista
 Email Inv: pdowse@cityoflavista.org
 City of La Vista
 8116 Park View Boulevard
 La Vista, NE 68128-2198

June 10, 2021
 Project No: 10-17105-40
 Invoice No: 0189746

Project 10-17105-40 La Vista City Cntr Parking Structure 2
 PO 20-008373

Billing Period: May 1, 2021 to May 31, 2021

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Schematic Design	109,400.00	100.00	109,400.00	109,400.00	0.00
Design Development	164,100.00	100.00	164,100.00	164,100.00	0.00
Construction Documents	218,800.00	99.00	216,612.00	214,424.00	2,188.00
Bid Negotiation	54,700.00	0.00	0.00	0.00	0.00
Total Fee	547,000.00		490,112.00	487,924.00	2,188.00
		Total Fee			2,188.00

Reimbursable Expenses

Travel Expenses-Mileage	6.96
Total Reimbursables	6.96

Billing Limits

	Current	Prior	To-Date
Expenses	6.96	1,575.15	1,582.11
Limit			10,000.00
Remaining			8,417.89

Total this Invoice

\$2,194.96

Billings to Date

	Current	Prior	Total
Fee	2,188.00	487,924.00	490,112.00
Expense	6.96	1,575.15	1,582.11
Totals	2,194.96	489,499.15	491,694.11

*OK TO PAY
 PMD 6/29/21*

We appreciate your confidence in us and thank you in advance for your payment.
 Being environmentally friendly, we encourage payments via Wire Transfer.
 Routing number: 121000248 Account Number: 4945435436

Matthew Gulsvig, AIA, LEED AP

Payment due and interest charged per contract terms. Remit to address at the top of this invoice.

Project	10-17105-40	La Vista City Cntr Parking Structure 2	Invoice	0189746
Billing Backup			Thursday, June 10, 2021	
DLR Group		Invoice 0189746 Dated 6/10/2021		10:07:23 AM

Project 10-17105-40 La Vista City Cntr Parking Structure 2

Reimbursable Expenses

Travel Expenses-Mileage

EX 0129398	11/13/2020	<input type="checkbox"/> Gulsvig, Matthew / Parking Garage 1 Warranty Work Verificat	6.96
Total Reimbursables			6.96
Total this Project			\$6.96
Total this Report			\$6.96

June 8, 2021

Mr. Pat Dowse
City of LaVista Public Works
9900 Portal Rd.
La Vista, Nebraska 68128



Re: Papillion Creek Watershed Partnership Invoice

Dear Mr. Dowse:

The District is invoicing all Partnership members for their yearly contributions per the 5-year Inter-Local Agreement for the Papillion Creek Watershed Partnership. According to the agreement, payment is due prior to July 1, 2021. The annual contributions are listed below for each of the Partnership members:

Entity	FY 2020 Contribution	Percent (%)
Bellevue	\$36,400	9.9%
Boys Town	\$750	0.2%
Gretna	\$5,700	1.6%
La Vista	\$10,750	2.9%
Omaha	\$184,400	50.0%
Papillion	\$23,250	6.3%
Ralston	\$2,250	0.6%
Sarpy County	\$15,500	4.2%
Papio NRD	\$90,000	24.3%
Total	\$369,000	100.0%

Please make a check payable to the Papio-Missouri River Natural Resources District for the amount of \$10,750 and send to my attention. Also a summary listing past contributions as well as previous expenses and projected expenses is enclosed for your information.

Additionally, please forward any Watershed Fees collected in the Papio Watershed as stipulated in the 5-year Interlocal Agreement no later than July 1, 2021.

If you have any questions or concerns, please contact me at (402) 444-6222 or llaster@papionrd.org.

Sincerely,

OK to Pay
PMD 6/24/21
Q2.43.0505.CCD

Lori Ann Laster, PE, CFM
Stormwater Management Engineer

Enclosure



PAPILLION CREEK
WATERSHED PARTNERSHIP



Partnership Fund - FY 20
Per 5th Interlocal Agreement (July 2019 - July 2024)
June 8, 2021

CONTRIBUTIONS

Entity	Annual Contribution*	Percent (%)	Contributions-To-Date	Amount Due June 30, 2020	Total 5-yr Contributions*
Bellevue	\$36,400	9.9%	\$36,400.00	\$36,400	\$182,000
Boys Town	\$750	0.2%	\$750.00	\$750	\$3,750
Gretna	\$5,700	1.6%	\$5,700.00	\$5,700	\$28,500
La Vista	\$10,750	2.9%	\$10,750.00	\$10,750	\$53,750
Omaha	\$184,400	50.0%	\$184,400.00	\$184,400	\$922,000
Papillion	\$23,250	6.3%	\$23,250.00	\$23,250	\$116,250
Ralston	\$2,250	0.6%	\$2,250.00	\$2,250	\$11,250
Sarpy County	\$15,500	4.2%	\$15,500.00	\$15,500	\$77,500
Papio NRD	\$90,000	24.3%	\$90,000.00	\$90,000	\$450,000
TOTAL	\$369,000.00	100.0%	\$369,000.00	\$369,000.00	\$1,845,000.00

REVENUE

Item	Actual Revenue 7/1/20	Projected Revenue 7/1/21	Projected Revenue 7/1/22	Projected Revenue 7/1/23	Projected Revenue 7/1/24
Contributions	\$369,000.00	\$369,000.00	\$369,000.00	\$369,000.00	\$369,000.00
Interest	\$307.00	\$400.00	\$250.00	\$250.00	\$250.00
TOTAL	\$369,307.00	\$369,400.00	\$369,250.00	\$369,250.00	\$369,250.00

EXPENSES

Item	Actual Expenses 7/1/20	Projected Expenses 7/1/21	Projected Expenses 7/1/22	Projected Expenses 7/1/23	Projected Expenses 7/1/24
Omaha Reimbursement	\$275,997.00	\$275,997.00	\$275,997.00	\$275,997.00	\$275,997.00
NRD Reimbursement	\$34,400.00	\$34,400.00	\$34,400.00	\$34,400.00	\$34,400.00
Miscellaneous Meeting Expenses	\$7,504.00	\$0.00	\$150.00	\$150.00	\$150.00
SEC Seminar Support	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Professional Services	\$0.00	\$48,500.00	\$68,000.00	\$150,000.00	\$50,000.00
TOTAL	\$319,901.00	\$360,897.00	\$380,547.00	\$462,547.00	\$362,547.00

BALANCE

	Actual Balance 07/1/20	Projected Balance 07/1/21	Projected Balance 07/1/22	Projected Balance 07/1/23	Projected Balance 07/1/24
Balance Forward	\$66,103.00	\$115,509.00	\$124,012.00	\$112,715.00	\$19,418.00
Revenue	\$369,307.00	\$369,400.00	\$369,250.00	\$369,250.00	\$369,250.00
Expenses	\$319,901.00	\$360,897.00	\$380,547.00	\$462,547.00	\$362,547.00
TOTAL	\$115,509.00	\$124,012.00	\$112,715.00	\$19,418.00	\$26,121.00

Notes:

*The Interlocal Agreement adopted in 2019 calls for recalculation of Partner Contributions on an annual basis. Total 5-year contributions may vary.
 SEC Seminar Support - Annual Sediment & Erosion Control Seminar used to meet education & outreach goals
 Professional Services in FY20 - Remaining contract amount with HDR for recent Implementation Plan Update and FHU's Stream Degradation Study
 Professional Services in FY21 - Remaining contract amount with FHU for Stream Degradation Study
 Professional Services in FY22 - FHU Contract Amendment for Setback Policy Updates
 Professional Services in FY 23/24 \$200,000 to update Implementation Plan



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

INVOICE

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

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

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

Invoice number 144245
Date 06/15/2021
Project 0171-400 CITY OF LA VISTA -
MISCELLANEOUS SERVICES 2012-
CURRENT, CIVIL

Professional Services from April 12, 2021 through May 30, 2021

Description	Current Billed
Civil Engineering Services	6,900.00
On Call-CD, CMR Team communications, meetings and documents 4,462.50	
On Call-PW, Applewood Drainageway-review and discuss Schemmer H&H review, and meetings with E&A 750.00	
On Call-CD, City Centre Project & Plan coordination meetings and communications 450.00	
On Call-CD, respond to Sod Farm questions 37.50	
On Call-CD, Central Park Pavilion Ltr of Understanding and Grading Revisions 900.00	
On Call-CD, Monthly Community Development Meeting 300.00	
Construction Materials Testing and Special Inspections	0.00
	Total 6,900.00

Invoice total 6,900.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
144245	06/15/2021	6,900.00	6,900.00				
	Total	6,900.00	6,900.00	0.00	0.00	0.00	0.00

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

OK to Pay
PMD 6/29/21
1.19.0303.000

Invoice

olsson

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

May 21, 2021
 Invoice No: 387861

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

Invoice Total **\$1,895.75**

Olsson Project # B16-05460 La Vista NE City Centre Phase 1 Public Infrastructure

Professional services rendered March 14, 2021 through May 8, 2021 for work completed in accordance with agreement dated October 7, 2016 and Amendment #1 dated July 7, 2017, Amendment #2 dated July 21, 2017, Amendment #3 dated November 21, 2017, Amendment #4 dated May 17, 2018, and Amendment #5 dated October 24, 2018.

NTP: 12.06.16
 PO: 20-008346

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

Labor

	Hours	Rate	Amount
Team/Technical Leader			
Egelhoff, Anthony	1.50	185.00	277.50
Administrative			
Chambers, Veronica	.25	73.00	18.25
Totals	1.75		295.75
Total Labor			295.75
			Total this Phase \$295.75

 Phase 402 SWPPP Inspections (Including Amendment 5 & 7)

Fee

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

Project	B16-05460	La Vista NE City Centre Phase 1 Public	Invoice	387861
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Billing Limits	Current	Prior	To-Date
Total Billings	1,895.75	1,165,325.42	1,167,221.17
Limit			1,174,991.75
Balance Remaining			7,770.58

AMOUNT DUE THIS INVOICE

\$1,895.75

Email Invoices to: pdowse@cityoflavista.org

Authorized By: Anthony Egelhoff

OK/R
PMD 6/29/21

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS



City of La Vista

Detailed Payment

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

Description	2021 - Pavement Reconstruction & Pavement Rehabilitation
Payment Number	3
Pay Period	05/16/2021 to 06/19/2021
Prime Contractor	Swain Construction 6002 N 89th Cir Omaha, NE 68134
Payment Status	Pending
Awarded Project Amount	\$3,740,796.57
Authorized Amount	\$3,740,796.57
Remarks	Note: 10" Concrete Pavement placed 6/19/21 is under further evaluation and therefore not included as part of Progress Payment #3.

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

0010	10.0	LS	\$296,096.000	1.000	0.500	0.500	1.000	1.000	\$148,048.00	\$296,096.00
Mobilization										
0020	20.0	EA	\$353,000	76.000	3.000	70.000	73.000	73.000	\$1,059.00	\$25,769.00
Install Curb Inlet Protection										

Detailed Payment:

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

06/24/2022

Page 1 of 1

Line Item	Line Item Description	Unit	Unit Price	Quantity	Extended Price	Quantity	Extended Price	Quantity	Extended Price	Quantity	Extended Price
1030	30.0	LF	\$8.620	350.000	1,134.000	0.000	1,134.000	1,134.000	\$9,775.08	\$9,775.08	
Install Silt Fence											
1040	40.0	SY	\$13.000	6,889.000	3,879.310	0.000	3,879.310	3,879.310	\$50,431.03	\$50,431.03	
Remove Pavement											
1050	50.0	SY	\$5.920	29,500.000	27,663.795	0.000	27,663.795	27,663.795	\$163,769.67	\$163,769.67	
Perform 3" Cold Planning – Concrete											
1060	60.0	TON	\$104.000	3,400.000	3,161.930	0.000	3,161.930	3,161.930	\$328,840.72	\$328,840.72	
Construct 2" Asphalt Surface Course, Type SPH (PG64-34)											
1070	70.0	TON	\$99.400	1,700.000	1,662.490	0.000	1,662.490	1,662.490	\$165,251.51	\$165,251.51	
Construct 1" Asphalt Wedge Course, Type SPR-Fine (PG64-34)											
1080	80.0	SY	\$13.000	6,889.000	3,001.450	0.000	3,001.450	3,001.450	\$39,018.85	\$39,018.85	
Construct 4" Aggregate Base Course											
1090	90.0	SY	\$36.250	75.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
Insubitable Subgrade Material											
1100	100.0	SY	\$9.520	6,889.000	3,001.450	0.000	3,001.450	3,001.450	\$28,573.80	\$28,573.80	
Subgrade Preparation											
1110	110.0	TON	\$150.000	250.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
Construct Fly Ash Stabilization											
1120	120.0	SY	\$75.600	6,889.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
Construct 10" Concrete Pavement (Type L65)											
1130	130.0	SY	\$95.200	6,740.000	0.000	1,728.650	1,728.650	1,728.650	\$0.00	\$164,567.48	
Construct 10" Concrete Pavement Repair (Type L655)											

Staled Payment:

10th St - Portal to Harrison & 108th St - Giles to Harrison

06/24/202

Page 2 of 1

Detailed Payment:

8th St - Portal to Harrison & 108th St - Giles to Harrison

06/24/2021

Page 3 of 1

Line Item	Quantity	Unit	Unit Price	Actual Quantity	Change in Quantity	Per Unit Cost	Unit Cost	Actual Cost	Change in Cost	Per Unit Cost	Per Unit Cost
0250	250.0	EA	\$250.000	51.000	0.000	22.000	22.000	22.000	\$0.00	\$5,500.00	
Clearing and Grubbing per Intersection Corner											
0260	260.0	LF	\$38.250	871.000	0.000	369.000	369.000	369.000	\$0.00	\$14,114.25	
Repair Curb and Gutter											
0270	270.0	SF	\$14.200	2,657.000	0.000	593.000	593.000	593.000	\$0.00	\$8,420.60	
Construct PCC Curb Ramp											
0280	280.0	SF	\$25.700	560.000	0.000	208.000	208.000	208.000	\$0.00	\$5,345.60	
Construct Detectable Warning Panel											
0290	290.0	SF	\$58.000	240.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
Construct Segmental Retaining Wall											
0300	300.0	EA	\$3,194.000	57.000	0.000	27.000	27.000	27.000	\$0.00	\$86,238.00	
Remove and Replace Curb Inlet Top											
0310	310.0	LF	\$3.630	3,025.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
Crack or Joint Repair – Type “A”											
0320	320.0	SY	\$216.000	225.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
Crack or Joint Repair – Type “B” (96 St.)											
0330	330.0	LF	\$7.190	3,500.000	138.000	0.000	138.000	138.000	\$992.22	\$992.22	
Crack or Joint Repair – Type “B” (108 St.)											
0340	340.0	EA	\$203.000	60.000	0.000	12.000	12.000	12.000	\$0.00	\$2,436.00	
Remove and Install New Sprinkler System Head											
0350	350.0	SY	\$2.030	1,714.000	0.000	965.780	965.780	965.780	\$0.00	\$1,960.53	
Install Rolled Erosion Control, Type II With Seeding – Type B											

Detailed Payment:

8th St - Portal to Harrison & 108th St - Giles to Harrison

06/24/202

Page 4 of 1

Line Item	Quantity	Unit	Unit Price	Extended Price						
0360	360.0	LF	\$0.520	4,100.000	3,936.000	0.000	3,936.000	3,936.000	\$2,046.72	\$2,046.72
Temporary Paint Marking – 5" White										
0370	370.0	LF	\$0.520	3,460.000	3,594.000	0.000	3,594.000	3,594.000	\$1,868.88	\$1,868.88
Temporary Paint Marking – 5" Yellow										
0380	380.0	LF	\$2.900	648.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Permanent Paint Marking – 5" White Grooved (96 St. Reconstruction)										
0390	390.0	LF	\$1.740	683.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Permanent Paint Marking – 5" White (Pavement Repair)										
0400	400.0	LF	\$3.480	104.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Permanent Paint Marking – 5" Yellow (Pavement Repair)										
0410	410.0	LF	\$11.600	6.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Permanent Paint Marking – 12" White (Pavement Repair)										
0420	420.0	LF	\$7.540	64.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Permanent Paint Marking – 24" White (Pavement Repair)										
0430	430.0	LF	\$5.920	4,100.000	3,877.000	0.000	3,877.000	3,877.000	\$22,951.84	\$22,951.84
Install Permanent Preformed Tape Type 3, 5" White										
0440	440.0	LF	\$5.920	3,460.000	3,850.000	0.000	3,850.000	3,850.000	\$22,792.00	\$22,792.00
Install Permanent Preformed Tape Type 3, 5" Yellow										
0450	450.0	EA	\$406.000	2.000	2.000	0.000	2.000	2.000	\$812.00	\$812.00
Install Permanent Preformed Tape Symbol Type Directional Arrow, White (Right)										
0460	460.0	EA	\$377.000	25.000	21.000	0.000	21.000	21.000	\$7,917.00	\$7,917.00
Install Permanent Preformed Tape Symbol Type Directional Arrow, White (Left)										

Detailed Payment:

9th St - Portal to Harrison & 108th St - Giles to Harrison

06/24/202

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Line Item	Exhibit ID	Phase	Cost	Quantity	Unit Price	Extended Price	Cost	Quantity	Unit Price	Extended Price	Cost
0470	470.0	EA	\$348.000	2.000	2.000	0.000	2.000	2.000	2.000	\$696.00	\$696.00
Install Permanent Preformed Tape Symbol Type Directional Arrow, White (Thru)											
0480	480.0	Day	\$87.000	112.000	32.000	14.000	46.000	46.000	46.000	\$2,784.00	\$4,002.00
Furnish Changeable Message Sign											
0490	490.0	Day	\$58.000	305.000	53.000	71.000	124.000	124.000	124.000	\$3,074.00	\$7,192.00
Furnish Flashing Arrow Panel											
0500	500.0	Day	\$190.000	175.000	27.000	44.000	71.000	71.000	71.000	\$5,130.00	\$13,490.00
Provide Temporary Traffic Control											
0510	510.0	Day	\$341.000	290.000	10.000	6.000	16.000	16.000	16.000	\$3,410.00	\$5,456.00
Provide Flagger											
0520	520.0	per HR	\$64.250	60.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Rental of Skid Loader, Fully Operated											
0530	530.0	per HR	\$88.000	60.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Rental of Dump Truck, Fully Operated											
0540	540.0	LS	\$114,688.000	1.000	0.500	0.500	1.000	1.000	1.000	\$57,344.00	\$114,688.00
Contractor Provided Construction Surveying and Staking											
0550	550.0	EA	\$1,119.000	6.000	3.000	0.000	3.000	3.000	3.000	\$3,357.00	\$3,357.00
Protection of Curb Inlet											
										Section Totals:	\$1,069,943.32
										Total Payments:	\$1,069,943.32
											\$1,740,921.89

Detailed Payment:

8th St - Portal to Harrison & 108th St - Giles to Harrison

06/24/202

Page 6 of

Time Charges

Plan/Task	Original Due Date	Actual Worked Date	Completion Date	Cost	Per Hour Rate	Completion %	Remaining Work Days	Remaining Work Cost
Complete All Work by Deadline	10/30/2021	10/30/2021	N/A	\$0.00	N/A	N/A	133.0 Days	\$0.00
Total Damages:								\$0.00

Summary

Current Approved Work:	\$1,069,943.32	Approved Work To Date:	\$1,740,921.89
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$106,994.33	Retainage To Date:	\$174,092.19
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$962,948.99	Payments To Date:	\$1,566,829.70
Previous Payment:	\$212,900.35	Previous Payments To Date:	\$603,880.71

Detailed Payment:

8th St - Portal to Harrison & 108th St - Giles to Harrison

06/24/202

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unding Details

Default Fund Package:	\$0.00	Default Fund Package To Date:	\$0.00
M-376(390) 96th St.:	\$196,320.76	M-376(390) 96th St. To Date:	\$253,664.76
M-376(391) 108th St.:	\$873,622.56	M-376(391) 108th St. To Date:	\$1,487,257.13
Current Payment:	\$1,069,943.32	Payments To Date:	\$1,740,921.89

Not Done

Contractor Representative

7/1/21

Date

We disagree with this progress payment do to reasons stated in numerous emails but are signing it so our subcontractors a vendors may be paid.

R. B. Schow

mesch Project Manager

7/1/21

Date

Al Mord

ty of La Vista Representative

7/1/21

Date

Ch to Pay
pm 7/1/21
05.71.0917-STAT20002 - \$ 653,017.11
05.71.0917-STAT20004 - \$ 309,971.88

Detailed Payment:

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

06/24/2021

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COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
1455(E)	06/22/2021	FIRST BANKCARD	12,594.44	N
134941	06/24/2021	DESIGN WORKSHOP INC	5,425.00	N
134942	06/24/2021	HDR ENGINEERING INC	550.23	N
134943	06/24/2021	PASTOR C PANTALEON JR	800.00	N
1460(E)	06/30/2021	3C PAYMENT USA CORPORATION	100.00	N
1461(E)	06/30/2021	ABM INDUSTRIES, INC	11,165.15	N
1462(E)	06/30/2021	ACTIVE NETWORK LLC	536.59	N
1463(E)	06/30/2021	AMERICAN HERITAGE LIFE INSURANCE CO	1,191.83	N
1464(E)	06/30/2021	BLACK HILLS ENERGY	1,792.95	N
1466(E)	06/30/2021	BOK FINANCIAL	119,637.08	N
1467(E)	06/30/2021	CCAP AUTO LEASE LTD	449.00	N
1468(E)	06/30/2021	CCAP AUTO LEASE LTD	391.12	N
1469(E)	06/30/2021	CENTURY LINK/LUMEN	1,112.74	N
1470(E)	06/30/2021	CENTURY LINK/LUMEN	51.91	N
1471(E)	06/30/2021	CORE BANK	189,344.95	N
1472(E)	06/30/2021	DEARBORN NATIONAL LIFE INSURANCE CO	1,147.00	N
1473(E)	06/30/2021	DEARBORN NATIONAL LIFE INSURANCE CO	6,565.88	N
1474(E)	06/30/2021	ESSENTIAL SCREENS	418.00	N
1475(E)	06/30/2021	FIRST STATE BANK	2,137.23	N
1476(E)	06/30/2021	FIRST STATE BANK	4,399.70	N
1477(E)	06/30/2021	FIRST STATE BANK	5,668.85	N
1478(E)	06/30/2021	FNIC	6,728.75	N
1479(E)	06/30/2021	GREATAMERICA FINANCIAL SERVICES	1,127.00	N
1480(E)	06/30/2021	LINCOLN NATIONAL LIFE INS CO	6,393.03	N
1481(E)	06/30/2021	MEDICA INSURANCE COMPANY	112,516.52	N
1482(E)	06/30/2021	METROPOLITAN UTILITIES DISTRICT	5,284.48	N
1483(E)	06/30/2021	MID-AMERICAN BENEFITS INC	643.50	N
1484(E)	06/30/2021	MID-AMERICAN BENEFITS INC	8,034.33	N
1485(E)	06/30/2021	MID-AMERICAN BENEFITS INC	9,038.73	N
1486(E)	06/30/2021	NE DEPT OF REVENUE-SALES TAX	220.55	N
1487(E)	06/30/2021	OMAHA PUBLIC POWER DISTRICT	52,653.31	N
1488(E)	06/30/2021	PAYROLL MAXX	385,822.75	N
1489(E)	06/30/2021	PITNEY BOWES-EFT POSTAGE	1,455.00	N
1490(E)	06/30/2021	TOSHIBA FINANCIAL SERVICES	265.40	N
1491(E)	06/30/2021	UNITED HEALTHCARE INSURANCE CO	1,056.29	N
13(S)	07/06/2021	SOUTHERN UNIFORM & EQUIPMENT	0.00	N
1492(A)	07/06/2021	CITY OF PAPILLION	208,707.00	N
134944	07/06/2021	A-RELIEF SERVICES INC	1,580.00	N
134945	07/06/2021	ACCENT DRYWALL SUPPLY CO.	121.92	N
134946	07/06/2021	ACCO UNLIMITED CORPORATION	756.25	N
134947	07/06/2021	AE SUPPLY	75.00	N
134948	07/06/2021	AKRS EQUIPMENT SOLUTIONS, INC.	1,933.82	N
134949	07/06/2021	AMAZON CAPITAL SERVICES, INC.	445.76	N
134950	07/06/2021	ASPEN EQUIPMENT COMPANY	653.60	N
134951	07/06/2021	AT&T MOBILITY LLC	97.40	N
134952	07/06/2021	AXON ENTERPRISE INC	5,820.00	N
134953	07/06/2021	BACON LETTUCE CREATIVE	2,516.00	N

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
134954	07/06/2021	BADGER BODY & TRUCK EQUIP CO INC	3,980.00	N
134955	07/06/2021	BAUER BUILT INC	1,711.36	N
134956	07/06/2021	BERGANKDV LLC	1,000.00	N
134957	07/06/2021	BIBLIOTHECA LLC	2.68	N
134958	07/06/2021	BISHOP BUSINESS EQUIPMENT	1,339.03	N
134959	07/06/2021	BISHOP BUSINESS EQUIPMENT COMPANY	30.00	N
134960	07/06/2021	BLUE EMBER TECHNOLOGIES	123.90	N
134961	07/06/2021	BROADCAST MUSIC INC	364.00	N
134962	07/06/2021	BROWN, JAMIE	900.00	N
134963	07/06/2021	CALENTINE, JEFFREY	1,500.00	N
134964	07/06/2021	CENTER POINT, INC.	364.32	N
134965	07/06/2021	CINTAS CORPORATION NO. 2	405.11	N
134966	07/06/2021	CITY OF OMAHA	212,866.73	N
134967	07/06/2021	CITY OF PAPILLION	9,953.44	N
134968	07/06/2021	COMP CHOICE INC	1,022.50	N
134969	07/06/2021	CONCRETE SUPPLY, INC.	1,359.34	N
134970	07/06/2021	CONNER PSYCHOLOGICAL SERVICES, PC	385.00	N
134971	07/06/2021	CONTROL MASTERS INCORPORATED	1,940.50	N
134972	07/06/2021	COX COMMUNICATIONS, INC.	147.03	N
134973	07/06/2021	CULLIGAN OF OMAHA	63.50	N
134974	07/06/2021	CUMMINS CENTRAL POWER LLC	78.87	N
134975	07/06/2021	D & K PRODUCTS	4,705.09	N
134976	07/06/2021	DELL MARKETING L.P.	73.99	N
134977	07/06/2021	DEMCO INCORPORATED	227.52	N
134978	07/06/2021	DIAMOND VOGEL PAINTS	300.20	N
134979	07/06/2021	DOUGLAS COUNTY SHERIFF'S OFC	387.50	N
134980	07/06/2021	DULTMEIER SALES LLC	183.00	N
134981	07/06/2021	EBSCO INFORMATION SERVICES	6.02	N
134982	07/06/2021	EDGEWEAR SCREEN PRINTING	293.00	N
134983	07/06/2021	FASTENAL COMPANY	112.98	N
134984	07/06/2021	FASTSIGNS	629.07	N
134985	07/06/2021	FIKES COMMERCIAL HYGIENE LLC	60.00	N
134986	07/06/2021	FINDAWAY WORLD, LLC	69.99	N
134987	07/06/2021	FITZGERALD SCHORR BARMETTLER	58,130.70	N
134988	07/06/2021	FLEETPRIDE	206.20	N
134989	07/06/2021	GALE	123.70	N
134990	07/06/2021	GENERAL FIRE & SAFETY EQUIP CO	144.00	N
134991	07/06/2021	GRAINGER	70.93	N
134992	07/06/2021	HARM'S CONCRETE INC	4,095.00	N
134993	07/06/2021	HEIMES CORPORATION	93.96	N
134994	07/06/2021	HERITAGE CRYSTAL CLEAN LLC	806.81	N
134995	07/06/2021	HOSE & HANDLING INCORPORATED	149.93	N
134996	07/06/2021	HOTSY EQUIPMENT COMPANY	99.00	N
134997	07/06/2021	HUNTEL COMMUNICATIONS, INC	425.00	N
134998	07/06/2021	HY-VEE INC	337.00	N
134999	07/06/2021	INDUSTRIAL SALES COMPANY INC	354.34	N
135000	07/06/2021	INGRAM LIBRARY SERVICES	1,937.36	N

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
135001	07/06/2021	KERFORD LIMESTONE COMPANY	119.19	N
135002	07/06/2021	KEYMASTERS LOCKSMITH	135.00	N
135003	07/06/2021	KRIHA FLUID POWER CO INC	248.01	N
135004	07/06/2021	LABRIE, DONALD P	150.00	N
135005	07/06/2021	LARSEN SUPPLY COMPANY	694.90	N
135006	07/06/2021	LIBRA INDUSTRIES INC	250.95	N
135007	07/06/2021	LIBRARY IDEAS LLC	92.90	N
135008	07/06/2021	LOGAN CONTRACTORS SUPPLY	131.50	N
135009	07/06/2021	LOGO LOGIX EMBROIDERY & SCREEN	2,302.00	N
135010	07/06/2021	MARCO INCORPORATED	135.12	N
135011	07/06/2021	MAX I WALKER UNIFORM & APPAREL	33.25	N
135012	07/06/2021	MENARDS-RALSTON-CORPORATE	198.99	N
135013	07/06/2021	METROPOLITAN COMMUNITY COLLEGE	11,035.92	N
135014	07/06/2021	MID-IOWA SOLID WASTE EQUIP CO	2,188.01	N
135015	07/06/2021	MIDLANDS LIGHTING & ELECTRIC SUPPLY	784.78	N
135016	07/06/2021	MIDWEST TAPE	209.83	N
135017	07/06/2021	MOTOROLA SOLUTIONS INC	4,662.88	N
135018	07/06/2021	MR ICE CREAM LLC	3,512.00	N
135019	07/06/2021	MSC INDUSTRIAL SUPPLY CO	1,592.86	N
135020	07/06/2021	NEBRASKA CITY MANAGERS ASSOCIATION	100.00	N
135021	07/06/2021	NEBRASKA LIFE MAGAZINE	24.00	N
135022	07/06/2021	NICHE ACADEMY LLC	36.48	N
135023	07/06/2021	ODEYS INCORPORATED	185.40	N
135024	07/06/2021	OFFICE DEPOT INC	888.18	N
135025	07/06/2021	OFFICE DEPOT INC	13.17	N
135026	07/06/2021	OMAHA DOOR & WINDOW CO INC	764.15	N
135027	07/06/2021	OMNI ENGINEERING	1,237.18	N
135028	07/06/2021	ON YOUR MARKS INC	313.51	N
135029	07/06/2021	ONE CALL CONCEPTS INC	351.47	N
135030	07/06/2021	PAPILLION SANITATION	1,226.52	N
135031	07/06/2021	PAY-LESS OFFICE PRODUCTS INC	94.77	N
135032	07/06/2021	PROPHOENIX CORPORATION	1,785.00	N
135033	07/06/2021	RDG PLANNING & DESIGN	420.00	N
135034	07/06/2021	RED WING BUSINESS ADVANTAGE ACCT	150.00	N
135035	07/06/2021	REGAL AWARDS INC.	41.92	N
135036	07/06/2021	RIVER CITY RECYCLING	91.64	N
135037	07/06/2021	RON TURLEY ASSOCIATES INC	2,200.00	N
135038	07/06/2021	ROSE EQUIPMENT INCORPORATED	2,719.66	N
135039	07/06/2021	ROWMAN & LITTLEFIELD PUBLISHING CO	48.92	N
135040	07/06/2021	SARPY COUNTY CHAMBER OF COMMERCE	300.00	N
135041	07/06/2021	SARPY COUNTY FISCAL ADMINSTRN	12,523.65	N
135042	07/06/2021	SECURITY EQUIPMENT INC.	169.00	N
135043	07/06/2021	SHI INTERNATIONAL CORP.	1,593.51	N
135044	07/06/2021	SIGN IT	144.00	N
135045	07/06/2021	SOUTHERN UNIFORM & EQUIPMENT LLC	185.77	N
135046	07/06/2021	STOREY KENWORTHY / MATT PARROTT	222.03	N
135047	07/06/2021	STREICHER'S, INC.	1,067.40	N

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
135048	07/06/2021	SUN COUNTRY DISTRIBUTING LTD	84.25	N
135049	07/06/2021	TED'S MOWER SALES & SERVICE INC	148.08	N
135050	07/06/2021	THE ARMOR SHOP	754.00	N
135051	07/06/2021	THE FILTER SHOP, INC.	123.20	N
135052	07/06/2021	THE PENWORTHY COMPANY	405.04	N
135053	07/06/2021	THE SCHEMMER ASSOCIATES INC	1,600.00	N
135054	07/06/2021	THE WALDINGER CORPORATION	909.25	N
135055	07/06/2021	THREE RIVERS LIBRARY SYSTEM	10.00	N
135056	07/06/2021	TODCO LLC	95.00	N
135057	07/06/2021	TURFWERKS	325.13	N
135058	07/06/2021	UNITED PARCEL SERVICE	9.46	N
135059	07/06/2021	UNITED STATES TREASURY	266.00	N
135060	07/06/2021	USB USA LLC	1,704.00	N
135061	07/06/2021	VERIZON CONNECT NWF, INC.	631.41	N
135062	07/06/2021	VERIZON WIRELESS	462.07	N
135063	07/06/2021	VERIZON WIRELESS - PD	100.00	N
135064	07/06/2021	WATERLINK INC	600.00	N
135065	07/06/2021	WESTLAKE HARDWARE INC NE-022	160.13	N
135066	07/06/2021	WESTLAKE HARDWARE INC NE-022	1,482.84	N
135067	07/06/2021	WHBG OF OMAHA INC	1,755.56	N
135068	07/06/2021	WOODHOUSE FORD-BLAIR	135.56	N
135069	07/06/2021	ZIMCO SUPPLY COMPANY	960.00	N

163 CHECKS PRINTED

TOTAL CLAIM AMOUNT:

\$1,563,082.04

0

Check #	Check Date	Vendor Name	Amount	Voided
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APPROVED BY COUNCIL MEMBERS ON: 07/06/2021

COUNCIL MEMBER

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 6, 2021 AGENDA

Subject:	Type:	Submitted By:
EAST LA VISTA SEWER & PAVEMENT REHABILITATION – FINAL DESIGN AMENDMENT No.2	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the execution of Amendment No. 2 to a Professional Services Agreement with HGM Associates, Inc. for additional engineering services associated with the east La Vista sewer and pavement rehabilitation project in an additional amount of \$334,087.20. Total agreement not to exceed \$511,218.88.

FISCAL IMPACT

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

RECOMMENDATION

Approval

BACKGROUND

The City's current agreement with HGM Associates Inc. is to study the conditions of the existing sanitary sewer and pavement conditions on the original east side of La Vista, from east of 72nd Street to 69th Avenue, from south of Harrison Street to 69th Street. This amendment, or Phase 2 of the design work, is needed to complete remaining design work, provide public outreach, prepare final plans, specifications, and estimates, and to complete any right-of way work necessary to carry out the construction of the rehabilitation project. A detailed scope of services is identified in the amendment, and a not-to-exceed fee was agreed upon for the work in this 2nd amendment. The proposed agreement is available for review.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AMENDMENT NO. 2 TO A PROFESSIONAL SERVICES AGREEMENT WITH HGM ASSOCIATES INC. FOR ADDITIONAL SERVICES RELATED TO THE EAST LA VISTA SEWER AND PAVEMENT REHABILITATION PROJECT IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$334,090.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined the East La Vista Sewer and Pavement Rehabilitation Project is necessary; and that

WHEREAS, The FY21/FY22 Biennial Budget provides funding for this project; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of Amendment No. 2 to a professional services agreement with HGM Associates Inc. for additional services related to the East La Vista Sewer and Pavement Rehabilitation project in an additional amount not to exceed \$334,090.

PASSED AND APPROVED THIS 6TH DAY OF JULY 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



June 24, 2021

Mr. Pat Dowse, P.E
City Engineer
City of La Vista
Public Works Department
9900 Portal Road
La Vista, Nebraska 68128

Subject: East La Vista Sewer and Pavement Rehabilitation
Phase 2-Final Design
Amendment No. 2
HGM Project No. 702619

Dear Pat:

HGM Associates Inc. is pleased to provide additional services as requested on the above project. This letter shall serve as Amendment Number Two (2) to the original agreement for this project dated June 4, 2019.

The scope of additional services includes the following:

- Final Design and Construction Documents for completion of the East La Vista Sanitary Sewer & Roadway Rehabilitation Project.

These services are more specifically defined in the attached Scope of Services, Exhibits A through F.

HGM will provide these additional services on an hourly basis with our total estimated cost to be \$334,087.20.

City of La Vista

June 24, 2021

Page 2 of 2

If you have any questions or require additional information, please contact me at your earliest convenience. HGM sincerely appreciates the opportunity to provide these additional services to you.

Yours very truly,
HGM ASSOCIATES INC. - CONSULTANT



Stephen W. Moffitt, P.E.
Vice-President



William J. Glismann, P.E
Project Manager

Acceptance of Proposal:
CITY OF LA VISTA - CLIENT

Authorized Signature

Printed Name & Title

Date of Acceptance

This is an exhibit attached to and made part of Amendment No. 2 to the letter agreement dated June 4, 2019 between: CITY OF LA VISTA (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT).

Project Description: East La Vista Sewer and Pavement Rehabilitation
Phase 2- Final Design
Amendment No. 2
HGM Project No. 702619

Complete final design documents for the sanitary sewer and roadway rehabilitation as outlined in the Sewer & Pavement Rehabilitation Assessment Report. See attached Map of recommended repairs Exhibit B.

- Emiline & 69th Street will be removed and replaced with new roadway pavement.
- All other roadways will be milled, damaged areas of roadway repaired and overlayed with asphalt.
- New ADA compliant curb ramps will be constructed at all intersections.
- Damaged Sanitary Manholes and Pipe will be repaired. A liner will be installed in all sanitary sewers pipes. Sanitary Sewer Laterals will be replaced to back of curb of roadway.

The Basic Services to be provided by the CONSULTANT under this agreement are further described as follows:

1. PROJECT ADMINISTRATION

A. Project Management & Coordination.

1. Attend the following meetings: Pre-design, 2 submittal review and 2 progress meetings.

B. Prepare Funding Application.

C. Utility Coordination.

1. Coordinate with Utility companies to assess any conflicts within the project limits to include providing to the utilities the following drawings:
 - Topographic survey plan
 - Preliminary plans

D. Public Involvement.

1. Coordination of Public Involvement.
2. Prepare Construction Plans & Displays for Public Meeting & Mailers.
3. Conduct Public Meeting.

2. SURVEYING

- A. Provide topographic survey of Emiline & 69th Streets.
- B. Provide topographic survey all other intersections in East La Vista.
- C. Utility locate request and survey marked utilities.
- D. Locate and survey property pins.

3. ROADWAY AND CURB RAMP DESIGN

- A. Field Investigation of Project Site to access roadway repair locations and curb ramp layouts. Includes final plan walk-through.
- B. Complete design and Final Construction Plans & Details for the following:
 1. Removal and Reconstruction of Emilie and 69th Streets roadway.
 2. Design of ADA Compliant Curb Ramps at all intersections within the neighborhood.
 3. Pavement Repairs and Overlay for remaining roadways within the neighborhood.
 4. Construction Phasing.
 5. ROW / Easement Design.
 6. Develop Storm Water Pollution Prevention Plan (SWPPP) Drawings.
 7. Anticipated Drawings are indicated in Exhibit C.
- C. Prepare Legal Descriptions for ROW Acquisitions or Temporary Easements. ROW or easement descriptions are estimated for 15 tracts.
- D. Prepare Special Provisions. Specification will refer to the City of Omaha Standard Specifications for Public Works Construction.
- F. Develop quantities and opinion of probable cost at each submittal.
- H. Address any review comments and finalize contract documents for bid.

4. PERMITTING

The CONSULTANT will prepare submittal documentation for the following permits:

- A. Nebraska Dept. of Environment & Energy - NPDES Notice of Intent.
- B. Papillion Creek Watershed Partnership - SWPPP / Grading Permit.

5. BID PERIOD SERVICES

- A. Answer contractor questions and requests for information.
- B. Issue an Addendum as needed.

6. SANITARY SEWER REHABILITATION DESIGN

TREKK Design Group will provide the design services for the Sanitary Sewer lining and repairs and replacement of the sewer laterals. Scope of work is attached as Exhibit D.

7. PUBLIC OUTREACH

Emspace + Lovgren will provide Public Outreach services for the project. Scope of work is attached as Exhibit E.

8. ROW APPRAISAL & ACQUISITION

Midwest ROW will provide ROW Appraisal and Acquisition services for the project. Scope of work is attached as Exhibit F.

CLIENT'S RESPONSIBILITIES:

In order for the CONSULTANT to perform these services, the CLIENT agrees to furnish the following information:

- A. City of La Vista will prepare front end documents for bidding of the project and will solicit bids for the construction of the project.
- B. Provide electronic sign board for public meeting announcements, if desired.

Harrison St.

EXHIBIT B



NO SCALE

RECOMMENDATIONS

LEGEND

- 2" Overlay
- Remove and Replace Pavement (Full Depth)
- Concrete Pavement (For Information Only)
- Sewer Remove and Replace
- Sanitary Sewer - CIPP
- Curb and Gutter Repair
- Project Limits

* All Curb Ramps to be
Removed and Replaced

SEWER REMOVE AND REPLACE			
NO.	SIZE	LENGTH	MH - MH
1	8"	-	A7140 - A7100
2	8"	20'	A7090 - A7080
3	8"	20'	A6580 - A6570
4	8"	85'	A6540 - A6530
5	8"	20'	A6510 - A6500



East LaVista Study
Pavement Assessment Ratings Map
City of LaVista, Nebraska



EXHIBIT C
MAN HOURS AND TOTAL FEES

Project Name	East La Vista Sewer & Pavement Rehabilitation						Date:	6/16/2021
	Phase II - Final Design							
HGM Project No:	702619							
HGM		Project Mgr/ PE Civil	EI Civil	CADD Tech	Registered Surveyor	Survey Crew	Admin	TOTAL PER CATEGORY
1	Project Coordination and Administration	60					8	68
2	Meetings							
	Pre-Design, 2 Review & 2 Progress Meetings	12	8					20
3	Funding Application							
	Assist City with engineering requirements for the Application	20						20
4	Utility Coordination							
	Provide Plans for Utility Company Review	1	8	8				17
	Utility Coordination Meeting	3	2					5
	Address conflicts / prepare Status of Utilities Report	4	8					12
5	Public Involvement							
	Coordination- TREKK, Emspace + Lovgren	12	4					16
	Prepare information for Public Meeting & Outreach	12	6	20				38
	Conduct Public Meeting	4	4					8
6	Topographic Survey							
	Control & Property Corners				2	16		18
	Topographic Survey Emilene/69th Streets				4	52		56
	Topo Survey 12 Intersections				2	43		45
	Drafting Topo			40				40
	Utility Locate & Survey			8		16		24
	Property/ROW Research & Drafting			26	6			32
7	Field Investigation							
	Roadway Repair Assessment	8	24					32
	Curb Ramp site Investigation	8	8					16
8	Final Roadway Design							
	Develop Final Construction Drawings:							
	Cover	1	6					7
	General Notes / Estimate of Quantities	1	6	8				15
	Typical Section & Misc Details	4	16	24				44
	Roadway Improvement Phasing Plans	4	12	20				36
	Roadway Repair & Overlay Plans	8	32	40				80
	Roadway Alignment & Control	1	4	8				13
	Roadway Plan & Profile (3 shts)	2	12	20				34
	Geometric & Spot Elevation Plans (7 Shts)	8	42	40				90
	Removal Plans (7 Shts)	10	24	32				66
	Construction Plans (7 Shts)	16	36	40				92

Curb Ramp Plans & Details (18 intersections)	16	54	48				118
ROW Design & Map	8	20	24				52
SWPPP Drawings	4	16	20				40
Cross Sections (16 Shts)	12	20	40				72
Drawing Plan Prep & Coordination with TREKK			16				16
Legal Descriptions (15 Tracts)		8		32			40
Special Provisions	20						20
Quantities & Cost Estimate	8	24					32
9 Permitting							
NE Dept Of Environment & Energy NPDES Permit	1	4					5
Papillion Watershed Partnership SWPPP Permit	1	16					17
9 Bid Period Services							
Address Contractor RFI's and Prepare Addendums	6	2	4				12
TOTAL HOURS	274	421	492	46	127	8	1,368
LABOR COST	\$ 195.00	\$ 126.00	\$ 109.00	\$ 175.00	\$ 225.00	\$ 70.50	
HGM TOTAL FEE	\$ 53,430.00	\$ 53,046.00	\$ 53,628.00	\$ 8,050.00	\$ 28,575.00	\$ 564.00	\$ 197,293.00

TREKK

Sanitary Sewer Rehabilitation Design (See Attached Scope & Fee Exhibit D)					\$ 65,258.20	
TREKK TOTAL FEE						\$ 65,258.20

EMSPACE + LOVGREN

Public Involvement (See Attached Scope & Fee Exhibit E)					\$ 12,811.00	
EMSPACE + LOVGREN TOTAL FEE						\$ 12,811.00

MIDWEST ROW

ROW Acquisition Services (See Attached Scope & Fee Exhibit F)					\$ 58,725.00	
MIDWEST ROW TOTAL FEE						\$ 58,725.00

TOTAL PROJECT FEE \$ 334,087.20



EXHIBIT 1
SCOPE OF SERVICES FOR
LA VISTA SEWER REHABILITATION
CITY OF LA VISTA, NEBRASKA
HGM ASSOCIATES, INC.

Professional services to be provided by TREKK shall include sewer rehabilitation evaluation, construction plan preparation, and bid phase services for sewer rehabilitation improvements in the area southeast of the intersection of 72nd and Harrison Street. Hereinafter, TREKK Design Group, LLC will be defined as the CONSULTANT and HGM Associates, Inc., will be defined as the CLIENT.

TASK 1 – PROJECT ADMINISTRATION:

1. The CONSULTANT will attend a project kickoff meeting with CLIENT.
2. The CONSULTANT will provide Project Management and Administration including in-house project management, administration, budget tracking, and monthly billing.
3. The CONSULTANT will attend up to four (4) progress meetings, two (2) review meetings and two (2) progress meetings to track progress and discuss any project issues with the CLIENT and City of La Vista.

TASK 2 – PRELIMINARY DESIGN

1. The CONSULTANT will review previously completed manhole inspection data, CCTV data and rehab recommendations.
2. The CONSULTANT will review road improvement plans completed by CLIENT.
3. The CONSULTANT will coordinate with CLIENT on conceptual sewer rehabilitation with road improvements.
4. The CONSULTANT will complete preliminary conceptual sewer rehabilitation design.
5. The CONSULTANT will perform internal quality control/quality assurance on the preliminary conceptual sewer rehabilitation design prior to submittal to CLIENT.
6. The CONSULTANT will attend up to one (1) public meeting with the residents to discuss the preliminary conceptual sewer rehabilitation after approved by the City of La Vista.
7. The CONSULTANT will prepare a Conceptual Estimates of Probable Cost based on the preliminary conceptual sewer rehabilitation design.

TASK 3 – PRELIMINARY PLANS (60% SUBMITTALS)

1. The CONSULTANT will prepare Preliminary Sewer Rehabilitation Plans based using CLIENT completed topographic survey data and data collected at the public meeting.
2. The CONSULTANT will prepare preliminary (60%) sanitary sewer rehabilitation design plans including: cover sheet, general legend/layout, plan sheets(s), rehabilitation schedule sheets(s), and detail sheet(s).
3. The CONSULTANT will perform internal quality control/ quality assurance on plans and estimate prior to review submittal.
4. The CONSULTANT will prepare estimate of probable cost for the 60% submittal.
5. The CONSULTANT will conduct utility coordination.



6. The CONSULTANT will coordinate with CLIENT on 60% sewer rehabilitation plans and road improvements completed by CLIENT.
7. The CONSULTANT will submit preliminary plan set to CLIENT in electronic format.

TASK 4 – FINAL PLANS (100% SUBMITTAL)

1. The CONSULTANT will prepare 100% sanitary sewer rehabilitation design plans including: cover sheet, general legend/layout, plan sheets(s), rehabilitation schedule sheets(s), and detail sheet(s) based on 60% review comments.
2. The CONSULTANT will prepare final construction plans and specifications for bidding; including any required technical specifications not already covered under the latest edition of the City of Omaha's Standard Specifications for Public Works Construction.
3. The CONSULTANT will perform internal quality control/ quality assurance on plans, specifications, and estimate prior to review submittal.
4. The CONSULTANT will prepare estimate of probable cost for the 100% submittal.
5. The CONSULTANT will perform a plan in hand field check to verify field conditions for final design.
6. The CONSULTANT will coordinate with CLIENT on 100% sewer rehabilitation plans and road improvements completed by CLIENT.
7. The CONSULTANT will attend up to one (1) public meeting with the residents to discuss the sewer rehabilitation plans.
8. The CONSULTANT will submit final plan set and project manual to CLIENT in electronic format.

TASK 5 – BID PHASE SERVICES

1. The CONSULTANT will attend Pre-Bid Meeting.
2. The CONSULTANT will respond to bidders' questions and prepare up to one (1) addenda.

ADDITIONAL SERVICES (ITEMS NOT INCLUDED IN THIS SCOPE):

All additional work requested by the CLIENT will be billed on an hourly basis according to the rate schedule attached or a negotiated lump sum fee. Extra work will include, but not be limited to:

1. Engineering services during the Construction Phase.
2. Additional Bid Phase services not outlined in Task 5.
3. Changes in Scope of Services
4. Changes required due to contractor error during construction.
5. Design modifications requested by CLIENT after Preliminary Plan Approval
6. Topographic/boundary survey, construction staking, and project control
7. Easement Preparation
8. Construction Inspection
9. Certified payroll reports and labor interviews
10. Review of schedule of values, payment applications, and retainage
11. Any additional permitting or easements

EXHIBIT D



ESTIMATE

Emspace + Lovgren
105 N. 31st Ave., Ste. 100
Omaha, NE 68131
emspacegroup.com

TEL. 402-398-9448

Bill Glismann, P.E.
HGM Associates Inc.
5022 S. 114th St., Suite 200
Omaha, NE 68137

Date: Jun 11 2021**Title:** HGM - East La Vista 2021 Design Estimate **Estimate #:** 6105**Prepared By:** Brian Kaminski**Job Description:**

This scope assumes we are using the remaining budget from phase 1 for a public meeting in July. A second public meeting at the conclusion of design is part of this scope.

6 Months of Public Outreach to the neighborhood includes:

1 Public Meeting at the conclusion of design

2 Postcards

Yard Signs

Website Content

Project Overview Sheet

Estimated Printing

Estimated Postage

Scope Of Work	Amount
Project Management and Administration	\$2,970.00
6 months from July 2021 through December 2022:	
Internal coordination and project management	
Billing and tracking	
Public Involvement and Neighborhood Coordination	\$8,000.00
Public meeting location & logistics	
Assist with PPT, agenda, sign-in sheets, meeting notes & other materials as needed	
Facilitate public meeting-Presentations/discussions	
Design location signage to alert residents to meetings	
Design yard signs	
Create project flyer	
Develop meeting handouts	
Coordinate electronic signage	
Communication with stakeholders	

ESTIMATE

Emspace + Lovgren
105 N. 31st Ave., Ste. 100
Omaha, NE 68131
emspacegroup.com

TEL. 402-398-9448

Scope Of Work	Amount
Expenses	\$1,841.00
Miscellaneous Expenses, copies, mileage, etc.	
2 mailings to approximately 350 households.	
Estimated Postage & Fulfillment	
Yard Signs	
Total	\$12,811.00

Terms & Conditions

Estimates do not include sales tax. Shipping is additional unless noted. Post-approval changes, excessive changes and/or changes in project scope may result in revised estimates. This estimate will be honored for 30 days.

signature

printed name

date

Approved to proceed. I have read and agreed with the terms and conditions.



June 17, 2021

Bill Glismann, P.E.

hgm ASSOCIATES INC.

5022 S. 114th Street, Ste 200

Omaha, NE 68137-2329

RE: Proposal for Right of Way Services
Sarpy County, Nebraska
East La Vista Rehabilitation ROW Services

Dear Mr. Glisman:

Midwest Right of Way Services, Inc. is pleased to provide this proposal for right of way services for the above-referenced project in Sarpy County, Nebraska.

CONSULTANT AND KEY PERSONNEL

Consultant Midwest Right of Way Services
13425 "A" Street
Omaha, Nebraska 68144
(402) 955-2900

Key Personnel Jack Borgmeyer, President
John E. Borgmeyer, Chief Operations Officer

PROJECT UNDERSTANDING

This project involves the acquisition of right of way and temporary easements from approximately fifteen (15) tracts of land for Sanitary Sewer & Roadway Rehabilitation project. The project site is located near 72nd Street, South of Harrison Street in La Vista, Nebraska. The right of way and easements will be used for the construction of an ADA compliant sidewalk ramps project.

PROJECT MANAGEMENT

This task will involve coordination of all project elements so that work is initiated as it should be, appropriate progress is made, and schedules are met. Coordination and scheduling of the title work, waiver valuations, and the acquisition will be the responsibility of the project manager.

TITLE SEARCHES

Title searches will be ordered for the property to be acquired in order to determine fee ownership and any liens and encumbrances which will affect the title. Midwest Right of Way Services will contract with Nebraska Title Company in Omaha, Nebraska to provide these services and pass the cost through to the City of La Vista, Nebraska at no additional cost.

COMPENSATION ESTIMATES & APPRAISAL

This task involves preparation of fifteen (15) compensation estimate reports for the properties adjacent to the existing sidewalk ramps, which have a small, uncomplicated acquisitions. These reports will provide values for the land and easements to be acquired. The reports will be submitted to the City of La Vista, Nebraska for their determination of Just Compensation. Midwest Right of Way Services will prepare the waiver valuations in house and delivery to HGM Associates, Inc.

* In the event that an appraisal is required, Midwest will contract with an appraiser that is approved by the State of Nebraska Department of Transportation to provide appraisal report for right of way purposes and pass the cost through to Sarpy County at no additional cost.

ACQUISITION

Midwest Right of Way Services' acquisition agents will make every effort to understand the project's objective before meeting with the property owners. We will prepare all documents, present and explain the offer, answer all acquisition-related questions, and secure signatures from all interested parties. Our acquisition agents will obtain tenant information from property owners and proceed to obtain signed a leasehold contract, if applicable. We will negotiate in good faith and keep records of all calls made.

ECONOMIC EQUITY AND INCLUSION PROGRAM

Midwest Right of Way Services, Inc. is a participant in the City of Omaha Economic Equity and Inclusion Program.

SMALL EMERGING BUSINESS TIER II

Midwest Right of Way Services, Inc. is certified by the City of Omaha as a Small Emerging Business Tier II.

VETERAN-OWNED BUSINESS

Midwest Right of Way Services is a veteran-owned business.

TEAM MEMBERS

Jack Borgmeyer, SR/WA, R/W-RAC, is President of Midwest Right of Way Services, Inc. He is qualified to complete all aspects of the right of way process. He has over 35 years of experience relating to real estate and right of way. His experience includes right of way title searches, land and easement acquisition, relocation, condemnation testimony, and project management.

John Borgmeyer, RWA-GN, Right of Way Agent, is the Chief Operations Officer for Midwest Right of Way Services, Inc. He has performed acquisition negotiations for state, local and federally funded projects in Nebraska, Iowa and Kansas, and relocation assistance for local and federally funded projects in Nebraska. His experience includes roadway, airport, drainage and sewer projects.

Stacey A. Kroeger, SR/WA, R/W-RAC, Right of Way Agent, has worked for Midwest Right of Way Services since February 2001. She has performed acquisition negotiations and relocation assistance since May, 2005. Her experience includes right of way title searches, acquisition negotiations, and relocation assistance for state, local, and federally funded projects.

Maria Rodriguez, Right of Way Agent, has worked for Midwest Right of Way Services since October, 2013. She performed several years of acquisition negotiations and relocation assistance in Phoenix, Arizona. Her experience includes right of way title searches, acquisition negotiations, and relocation assistance for state, local, and federally funded projects. Maria speaks and writes the Spanish language fluently.

Denny Bliss, Right of Way Agent, has worked for Midwest Right of Way Services since July, 2011. He has performed acquisition negotiations for state, local and federally funded projects. His experience includes preparation and review of legal descriptions, review of land title reports, as well as the ability to read, interpret, and draw engineering plans. He has experience with airport, roadway, drainage, sewer, and utility projects. He is also an experienced CADD technician.

Jim Abbott, Right of Way Agent, has worked for Midwest Right of Way Services since January of this year. He has performed acquisition negotiations for sewer and roadway projects in Omaha, Lincoln, Sarpy County and Douglas County in Nebraska and roadway projects in Iowa. His experience includes twenty years of real estate management of commercial and investment properties in the Midwest working for a management company throughout Nebraska, Iowa, and South Dakota.

Chris Wayne, SR/WA, Right of Way Agent, is the newest member of the Midwest Right of Way Services team starting in May of 2020. His experience includes over 30 years of urban planning and redevelopment experience working for the City of Omaha. Chris has extensive knowledge in the real estate, right of way acquisition, and relocation assistance service field.

Molly Frederickson, Administrative Assistant, is the newest member of our team beginning in January 2019. She provides administrative support and document preparation for Midwest Right of Way's acquisition and relocation agents. She has experience as a document specialist for a local law firm and has experience as an escrow assistant for a real estate title company.

PAYMENT FOR SERVICES

Midwest Right of Way Services proposes the right of way services detailed above for the following hourly fees:

<u>Hourly Salary Rates</u>	
Project Manager	\$ 125.00
Right of Way Agent/Relocation Agent	\$ 115.00
Document Preparation and Administrative Services	\$ 65.00
Mileage at Standard IRS Rate	\$ 0.56 per mile

The maximum fees for each task will be as follows:

Task		Maximum Fee
Project Management	15 tracts @ \$250.00 each	\$ 3,750.00
Acquisition Negotiations	15 tracts @ \$2,875.00 each	\$43,125.00
Document Prep. & Admin. Fees	30 hours @ \$65.00 Each	\$ 1,950.00
Compensation Estimates	15 Reports @ \$460.00 each	\$ 6,900.00
Title Services	15 title reports @ \$200.00 each	\$ 3,000.00
Total Maximum Fee		\$58,725.00

Condemnation court testimony and consultation will be billed at our standard hourly rate plus expenses, if needed. Invoices will be sent on an approximate monthly basis for services rendered.

If the above-described items are satisfactory to you, please sign and date the original and duplicate original of this letter in the space provided. Keep one executed copy of this letter for your files and return the duplicate copy to us for our files. Receipt of this letter contract will be considered our formal notice to proceed with the work.

Sincerely,

MIDWEST RIGHT OF WAY SERVICES, INC.



John E. Borgmeyer
Chief Operations Officer

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

Authorized Rep. – HGM, Associates, Inc. _____ Date: _____

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 6, 2021 AGENDA

Subject:	Type:	Submitted By:
CHANGE ORDER NO.1 – 96 TH ST & 108 TH ST PAVEMENT RECONSTRUCTION & REHABILITATION PROJECT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to approve a change order to the contract with Swain Construction, Inc. to provide for an additional item of work in the amount of \$53,465.74. Total contract amount not to exceed \$3,794,262.31.

FISCAL IMPACT

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

RECOMMENDATION

Approval

BACKGROUND

A contract was approved with Swain Construction on October 20, 2020, to construct concrete panel repairs as well as reconstruct curb ramps in accordance with current ADA standards within the intersection of 96th Street and Giles Road. In review of the impacts to the existing traffic signal loop detection system within the intersection due to the proposed concrete work, it was determined by staff that an upgrade to radar detection at this time would be advantageous for current and future operations of the intersection and be consistent with operational initiatives to upgrade existing signal systems to radar detection. The radar system recommended is the Vantage Vector system that was installed at the Giles Road and Southport Parkway intersection earlier this year, as well as what is proposed to be installed with the 114th Street and Giles Road Intersection Improvements project anticipated to start in July of 2021.

Changer Order No. 1 would increase the contract amount by 1.43%, or \$53,465.74 for a revised total amount not to exceed \$3,794,262.31.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA AUTHORIZING THE CHANGE ORDER NO. 1 TO A CONTRACT WITH SWAIN CONSTRUCTION TO PROVIDE AN ADDITIONAL ITEM OF WORK IN THE AMOUNT OF \$53,465.74, INCREASING THE CONTRACT PRICE TO AN AMOUNT NOT TO EXCEED \$3,794,262.31.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined that the 96th Street & 108th Street reconstruction project is necessary; and

WHEREAS, The FY21/FY22 Biennial Budget provides funding for this project; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve change order No.1 to a contract with Swain Construction to provide an additional item of work in the amount of \$53,465.74, increasing the contract price to an amount not to exceed \$3,794,262.31

PASSED AND APPROVED THIS 6TH DAY OF JULY, 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CONTRACT CHANGE ORDER

PROJECT NO.:

M-376(390) and M-376(391)

CHANGE ORDER NO.:

1

PROJECT NAME:

96th & 108th Pavement Reconstruction and Pavement Rehabilitation

CONTRACTOR:

SWAIN CONSTRUCTION

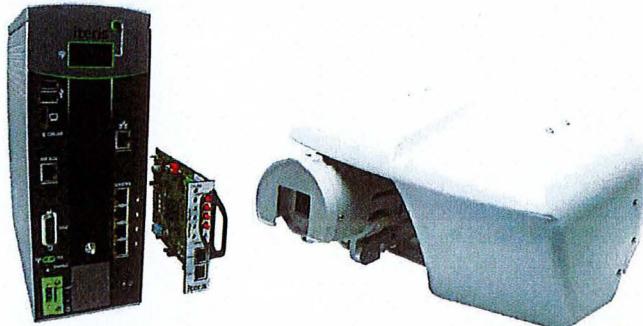
LINE	ITEM #	DESCRIPTION / REASON	UNIT	QUANTITY	UNIT PRICE	CONTRACT PRICE	
						DECREASE	INCREASE
56	CO 001	96th Street & Giles Road Radar and Video Detection Establish a price for installing the Iteris Vantage radar/video detection system for the intersection of 96th & Giles Road. The radar/video detection system will enhance the performance and safety for traffic flow within the intersection as well as eliminate the cost of maintaining, in pavement, loop detection systems. Cost of material is 43,897.74 Cost of installation is 9,568.00 . Scope includes furnishing the equipment, above-ground installation of radar detector units, installation of cables in existing conduits, and implementation of the system in the controller cabinet, with assistance from the vendor.	LS	1	\$ 53,465.74	\$	53,465.74
TOTAL DECREASE IN CONTRACT PRICE						\$	-
TOTAL INCREASE IN CONTRACT PRICE							\$ 53,465.74
NET DIFFERENCE						\$	53,465.74
ESTIMATED CONTRACT VALUE						\$	3,740,796.57
PREVIOUS CHANGE ORDER(S) VALUE							
CURRENT CONTRACT AMOUNT						\$	3,794,262.31
PERCENT CHANGE ORDER(S) TOTAL							1.43%

NOTICE TO PROCEED DATE		3/29/2021
DATE OF PROJECT COMPLETION		10/30/2021
PREVIOUS CALENDAR DAYS ADDED		0
CALENDAR DAYS THIS CHANGE ORDER		0
CURRENT PROJECT COMPLETION DATE		10/30/2021

RECOMMENDED:	<u>Tim O'Bryan</u> (CONSULTANT/PROJECT MANAGER)	DATE: 06/28/2021
RECOMMENDED:	<u>Pat M. S.</u> (CITY ENGINEER)	DATE: 6/28/21
ACCEPTED:	<u>Ent. Ad.</u> (CONTRACTOR)	DATE: 6/29/21
ACCEPTED:	<u></u> (OWNER)	DATE:



Vantage Next® with Vantage Vector®



An all-in-one hybrid detection system with powerful performance beyond any other detection solution



Lane by lane functionality for intelligent intersection data



The ideal solution for adaptive traffic control systems



A cost-effective and easy-to-install sensor – no more cutting loops or pulling extra cables

Advanced performance in a single sensor

Vantage Next paired with Vantage Vector is a one-of-a-kind solution that provides both state-of-the-art video and advanced radar detection for maximum intersection performance and safety. Combined with Iteris' leading all-weather stop bar detection, the Next platform with Vector sensor offers multiple applications including use with adaptive systems, advanced dilemma zone and collision avoidance functionality. The system's improved zone logic, phase input control and greater data set is a game changer – it's essentially the only sensor you will ever need!

Together with the Vantage Next platform, Vector provides advanced individual lane detection, delivering even more precise traffic data. The 16 radar zones are easily configurable

and can be programmed to any of the seven zone types including: presence, delay, extension, count, pulse, CSO and none. In addition, they can be combined with 32 video zones to provide a powerful data set for advanced ITS applications. These include long-left-turn pockets and queue detection making it the ideal solution for all traffic management needs.

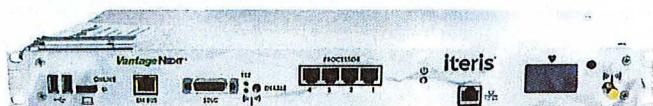
Traffic adaptive and responsive

When used with adaptive traffic control systems, the Next with Vector solution improves efficiency and responsiveness by providing accurate and robust detection data to feed into virtually any platform. The Iteris system is fully compatible with Iteris' VantageLive! and SPM platforms as well as other third party web and mobile-based traffic measurement applications.

iteris®

More Benefits

- Fully compatible with Iteris' SPM and VantageLive software for more detailed and accurate traffic data
- Includes SmartCycle® and PedTrax® for bicycle and pedestrian detection and counting
- Vehicle detection up to 600 feet
- Color-coded zones for effortless viewing of phase activity
- Choose from a rack-mount or shelf-mount cabinet control units



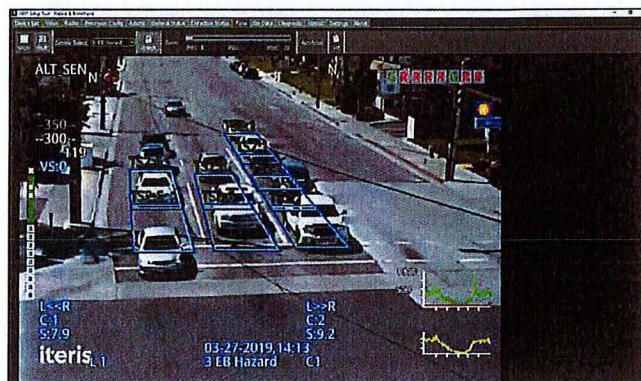
Specifications

Imager	Focal Length 5.40 tele to 50.70 wide
	Dynamic Range > 100dB
	1.0 Lux Minimum Illumination
	3D-DNR Noise Reduction
Lens	12x Optical Zoom
Heater	Indium Tin Oxide
Connections	Terminal Block
	RJ-45
	cat5e
Radar	
Frequency	24GHz (K-band)
Accuracy	Speed 0 to 150mph ±1mph (0 to 240kph ±1.5kph)
Detection	Minimum 4 lanes
Tracked Objects	Up to 60
Weight	10 Pounds (4.55kg)

Environment	
Temperature	-35°F to +165°F (-34°C to +74°C)
Electrical	48VDC 10W(Typical) 20W(Max)
Physical	17" (432mm) D x 15" (381mm) W x 14" (356mm) H
	Excluding Mounting Bracket
Weight	10 Pounds (4.55kg)
Environment	
Temperature	-35°F to +165°F (-34°C to +74°C)
Humidity	0% to 95% non-condensing
Vibration	0.5G, 3 axes, 5-30Hz
Shock	10G in all 3 axes
Ingress Protection	IP 67
Regulatory	NEMA TS-2
	FCC part 15, Class A
Warranty	3 years limited warranty



Vector on Next – Radar Zone Operation



Next Video Stream Displaying Video and Radar Operation



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NOTICE: Iteris, Inc. reserves the right to change product specifications without notice. Information furnished is for informational purposes only. This information may not be complete or the latest revision. For the most up-to-date information, please contact Iteris, Inc.

March 2019 Rev 1

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 6, 2021 AGENDA

Subject:	Type:	Submitted By:
CONSULTANT SELECTION – BUSINESS CONTINUITY & DISASTER RECOVERY PLAN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

SYNOPSIS

A resolution has been prepared authorizing the selection of a consultant and the negotiation of a contract for the preparation of a Business Continuity and Disaster Recovery Plan in an amount not to exceed \$65,000.

FISCAL IMPACT

The FY21/FY22 Biennial budget provides funding for this project.

RECOMMENDATION

Approval.

BACKGROUND

On March 16, 2021, the City Council authorized the advertisement of request for proposals for preparation of a Business Continuity and Disaster Recovery Plan. The request for proposals was published and mailed to various consulting firms on or after March 17th and proposals were due by April 30th. The City received four proposals:

Martin Yarborough	\$25,005.
Business Contingency Group	\$44,754.
BerryDunn	\$49,105.
Moss Adams	\$62,360.

All four firms were interviewed by the Information Technology (IT) Committee the week of May 24th. Business Contingency Group and Moss Adams firms were recommended for further inquiries and reference checks.

The IT committee recommends the selection of Moss Adams LLP, from Seattle, Washington. Based on a background check, Business Contingency Group did not fare as well as Moss Adams. Moss Adams is much more rounded in their experience with business continuity and disaster recovery plans. The other firms had experience in one or the other but not both types of plans. Moss Adams demonstrated more experience in handling both sets of plans as identified in the RFP.

A draft contract from Moss Adams LLP will be reviewed by the City Attorney. Any revisions, as well as, adjustments to the schedule will be discussed with the consulting firm. The attached resolution authorizes the selection of Moss Adams LLP as the consulting firm and authorizes the City Administrator to negotiate a contract in an amount not to exceed \$65,000.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE SELECTION OF A CONSULTANT AND THE NEGOTIATION OF A CONTRACT FOR THE PREPARATION OF A BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN IN AN AMOUNT NOT TO EXCEED \$65,000.

WHEREAS, the Mayor and City Council have determined that the development of a business continuity and disaster recovery plan is necessary; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the selection of a consultant and the negotiation of a contract for the preparation of a business continuity and disaster recovery plan.

PASSED AND APPROVED THIS 6TH DAY OF JULY 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 6, 2021 AGENDA

Subject:	Type:	Submitted By:
LEASE AND INTERLOCAL AGREEMENT – METROPOLITAN COMMUNITY COLLEGE – DOG PARK	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared to approve a lease and interlocal agreement with Metropolitan Community College for the operation of a public dog park to be located on unimproved land on the north end of property jointly owned by the City of La Vista and The Metropolitan Community College.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

The Mayor and City Council have had previous discussions regarding the potential of locating a dog park in the City and have considered several sites. One of the sites considered during this process was the land north of and adjacent to the Library/Metro Community College Sarpy Center. This land is jointly owned by the City and MCC.

At the February 16, 2021 City Council meeting, discussion was held regarding a dog park located at the Library/Metro CC Site. Neighborhood residents addressed the City Council in support of this location. The Southwind Homeowners Association also submitted a letter to the City indicating their support.

The La Vista Metro Condominium Association, at their February 8, 2021 meeting agreed to that on a trial basis.

The Metropolitan Community College Board subsequently met June 22, 2021 and approved the lease and interlocal agreement for placement of the dog park on the Library/Metro CC site to commence August 1, 2021 and end May 31, 2022 unless renewed or extended by mutual agreement of both parties.

The City Clerk has verified with our current liability insurance carrier that the City is covered for claims such as a dog causing bodily injury in cases where the city was liable.

RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A LEASE AND INTERLOCAL COOPERATION AGREEMENT WITH THE METROPOLITAN COMMUNITY COLLEGE FOR PLACEMENT OF A DOG PARK ON LAND JOINTLY OWNED BY THE CITY OF LA VISTA AND THE METROPOLITAN COMMUNITY COLLEGE.

WHEREAS, the La Vista City Council finds it necessary to provide a dog park in the City; and

WHEREAS, the site chosen is jointly owned by the City of La Vista and The Metropolitan Community College; and

WHEREAS, the City of La Vista and The Metropolitan Community College agree to a lease and interlocal agreement allowing the dog park on this site; and

WHEREAS, the term of this agreement will commence on August 1, 2021 and end on May 31, 2022 unless terminated sooner and is subject to renewal and extension of upon the mutual written agreement of the parties; and

WHEREAS, Pursuant to the Interlocal Cooperation Act, Nebraska Revised Statute §13-801, *et seq.*, the Parties wish to permit their local government units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of La Vista that the Lease and Interlocal Cooperation Agreement with The Metropolitan Community College is hereby approved.

BE IT FURTHER RESOLVED, the Mayor is hereby authorized to sign and execute the necessary documents to the Lease and Interlocal Cooperation Agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 6TH DAY OF JULY 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

K:\APPS\City Hall\21 FINAL RESOLUTIONS\21.
Lease And Interlocal - MCC - Dog Park 07.06.2021.Docx

LEASE AND INTERLOCAL AGREEMENT

THIS LEASE AND INTERLOCAL AGREEMENT (the "Agreement") is entered into this ____ of _____, 2021, by and between The Metropolitan Community College Area, a body corporate and political subdivision of the State of Nebraska ("MCC") and the City of La Vista, Nebraska, a municipal corporation and political subdivision of the State of Nebraska (the "City").

RECITALS

- A. The City owns Unit 1, a condominium unit in La Vista Metropolitan Community College Condominium Property Regime, a condominium property regime located in Sarpy County, Nebraska, which condominium unit is located on Lot 1, Metro La Vista Addition to the City of La Vista, Sarpy County, Nebraska "Lot 1");
- B. MCC owns Unit 2, a condominium unit in La Vista Metropolitan Community College Condominium Property Regime, a condominium property regime located in Sarpy County, Nebraska, which condominium unit is located on Lot 1;
- C. MCC and the City each own an undivided one-half interest as a tenant in common in Lot 2, Metro La Vista Addition to the City of La Vista, Sarpy County, Nebraska ("Lot 2") (Lot 1 and Lot 2 are together referred to herein as the "Sarpy Center Property");
- D. The City wishes to establish and operate, on a trial basis, a public dog park to be located on unimproved land in the northerly portion of the Sarpy Center Property; and
- E. In order to facilitate the City's establishment on a trial basis of a public dog park to be located on unimproved land in the northerly portion of the Sarpy Center Property, the parties have agreed that it is appropriate to enter into a lease agreement to set forth the terms and conditions of the dog park arrangement.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants and promises set forth herein, the parties agree as follows:

1. **GRANT.** MCC hereby leases to the City, and the City hereby leases from MCC, for the limited purpose of installing, maintaining and operating, on a trial basis, a public dog park (the "Dog Park") located on unimproved land in the northerly portion of the Sarpy Center Property in an area approximately 360' x 90' in size in the location generally identified on Exhibit A attached hereto and incorporated herein by reference (the "Dog Park Site"), the final dimensions and boundaries of which shall be determined by the Director of Facilities, Management and Planning of MCC and the City Engineer of the City. During the term of this Agreement, the City shall have exclusive possession, control and use of the Dog Park Site.

2. **DOG PARK INSTALLATION, MAINTENANCE AND OPERATION.** The City, at the City's sole cost and expense, shall be responsible for all aspects of installing, maintaining and operating the Dog Park on the Dog Park Site, including without limitation the following:
 - (a) The City shall install and maintain (i) a chain link fence a minimum of 48" high around the entire perimeter of the Dog Park, (ii) entry/exit gates, (iii) signage, and (iv) all other necessary facilities, including waste removal stations, necessary for the operation of Dog Park. All equipment, materials and supplies used in or about the Dog Park shall be owned or leased by the City and shall not be the property of MCC.
 - (b) The City shall be responsible for maintaining the Dog Park in good repair, condition and appearance, including without limitation (i) mowing, line trimming, over-seeding, fertilizing and providing weed control, (ii) keeping the Dog Park clean and free of litter and debris, including providing pet waste and trash removal, and (iii) such other maintenance and repair as is necessary to maintain the Dog Park in a first-class and sanitary condition.
 - (c) The City shall be entirely responsible for all aspects of operating the Dog Park, including without limitation, (i) establishing and enforcing hours and rules for use of the Dog Park, (ii) enforcing applicable parking regulations within the parking areas on the Sarpy Center Property, and (iii) generally operating the Dog Park in a responsible and safe manner.
- MCC shall have no obligation or responsibility whatsoever and shall incur no cost or expense in connection with the installation, maintenance, operation or any other aspect of the Dog Park.
3. **TERM.** The term of this Agreement shall commence on August 1, 2021 (the "Effective Date"), and shall end, unless sooner terminated as provided in this Agreement, on May 31, 2022, subject to renewal and extension hereof upon the mutual written agreement of the parties.
4. **REMOVAL OF DOG PARK FACILITIES.** Within thirty (30) days after the termination or expiration of this Agreement, at its sole expense, the City shall promptly remove the fencing, gates, signage and all other facilities relating to the Dog Park and restore the Dog Park Site to the condition it was in on the Effective Date of this Agreement, reasonable wear and tear excepted.
5. **ASSIGNMENT OR SUBLEASING.** The City may not assign this Agreement or sublet or license any part of the Dog Park Site to a third party without the prior written consent of MCC.
6. **ALTERATIONS AND ADDITIONS.** Other than as set forth in this Agreement, the

City shall not make any alterations or additions to the Dog Park without the prior written consent of MCC. Any alterations or additions to the Dog Park approved under this Section shall be at the City's sole cost and expense.

7. **LEGAL REQUIREMENTS.** The City, at the City's sole cost and expense, shall comply with all applicable laws, orders, ordinances and other public requirements now or hereafter affecting the Dog Park, its installation, operation, maintenance or use. The City shall make all necessary repairs and/or replacements as required by any such public requirements. The City shall indemnify, defend and hold MCC harmless from any expense (including attorneys' fees) or damage resulting from the City's failure to do so.
8. **INSURANCE AND INDEMNITY.**
 - (a) The City shall secure, and at all times during the term of this Agreement shall maintain in full force and effect, a policy or policies of commercial public liability insurance with respect to the Dog Park and its operation by the City, with combined limit coverage for bodily injury and property damage of not less than \$2 million per occurrence and \$5 million aggregate (may include both primary and excess or umbrella coverage). The policies shall be endorsed to cover contractual liability, including specifically the liability to indemnify MCC that is imposed on the City by this Agreement. The City agrees to abide by the rules of its insurance carriers.
 - (b) The insurance policies required to be obtained by the City under the terms of this Agreement shall be underwritten by an insurance carrier or carriers authorized to do business in the State of Nebraska and rated "A" or better by A.M. Best & Company. The policies shall also be endorsed so as to require the insurance company underwriting the policies to give MCC written notice at least 30 days in advance of any cancellation or material change in the policy contract. The City shall provide MCC with current Certificates of Insurance or other satisfactory evidence confirming that the coverages required by this section are at all times in full force and effect, which Certificates of Insurance shall name MCC as an additional insured.
 - (c) The City shall protect, indemnify, defend and hold harmless MCC, its officers, board members, employees, agents, servants, successors and assigns from and against any and all third-party claims, actions, damages, losses, liability and expense (including attorneys' fees) in connection with loss of life, bodily injury and/or damage to property arising from or out of any occurrence in, on, or about the Dog Park, or which arises from, out of or in conjunction with the occupancy, operation or use of the Dog Park or any part thereof, or which arises from, out of or in conjunction with the presence of any invitees, employees, agents, contractors or subcontractors thereon, or occasioned wholly or in part by any act or omission of the City, its agents, contractors, employees, servants, subtenants or invitees,

including a breach of the City's obligations under this Agreement. If any action or proceeding is brought against MCC, its officers, board members, employees, agents, servants, successors or assigns by reason of any of the aforementioned causes, the City upon receiving written notice thereof from MCC, agrees to defend such action or proceeding by competent counsel reasonably acceptable to MCC at the City's own expense.

9. **DEFAULT:** The City shall be in default under this Agreement if the City fails to keep, observe or perform any term, covenant or condition of this Agreement within ten (10) days after written notice from MCC.
10. **REMEDIES:** After an event of default occurs, MCC may, at MCC's option, without further notice or demand, except as provided below in this Section, do any of the following:
 - (a) Give the City notice that this Agreement is terminated effective as of the date stated in the notice; and cause the City to cease operating the Dog Park and to remove all facilities relating to the Dog Park as provided for in Section 4 above.
 - (b) Pursue any and all other remedies available at law or in equity that are not inconsistent with the terms of this Agreement.

Notwithstanding anything in this Agreement to the contrary, MCC and City each agrees that it does not intend any provision of Section 7 or subsection 8(c) to waive, and each agrees that it does not waive, any defense, limitation, or other protection, right or provision under the Political Subdivisions Tort Claims Act or other applicable law, as amended from time to time, in connection with any claim against MCC or City.

11. **NOTICES:** All notices, consents, approvals, requests, demands, objections, waivers and other communications (collectively, "Notices") which may or are required to be sent, delivered, given, made, maintained or obtained pursuant to the terms of this Agreement shall be in writing and shall be given either by hand delivery, by prepaid United States certified mail, or by a reputable overnight delivery service that guarantees next day delivery and that provides a receipt. All Notices shall be addressed to the parties at their respective main office. All Notices given by certified mail as provided above shall be deemed given two (2) days after they are so mailed. All Notices given by overnight delivery or hand delivery shall be deemed given upon delivery. A party's failure or refusal to accept service of a Notice will constitute delivery of the notice.
12. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties after the date of this Agreement. This Agreement supersedes any and all prior oral or written agreements or understandings

between the parties relating to the Dog Park.

13. **RELATIONSHIP OF PARTIES.** Nothing contained in this Agreement shall be deemed or construed by the parties or by any third party to create the relationship of principal and agent or a partnership or a joint venture between the parties.
14. **NET LEASE:** This is an absolutely net lease for MCC. The City shall pay all costs and expenses relating to the Dog Park and the activities carried on therein, including but not limited to all taxes and assessments, repairs and maintenance, utilities and all insurance. Any cost, expense or obligation relating to the Dog Park which is not expressly declared herein to be that of the City shall be deemed to be an obligation of the City to be performed by the City at the City's expense.
15. **MISCELLANEOUS:**
 - (a) **Interpretation.** All provisions of this Agreement have been negotiated by both parties at arm's length and neither party shall be deemed the scrivener of this Agreement. This Agreement shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision of this Agreement.
 - (b) **Governing Law.** This Agreement shall be governed by and it shall be construed in accordance with the law of the State of Nebraska.
 - (c) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

MCC:

The Metropolitan Community College Area,
a body corporate and political subdivision
of the State of Nebraska

By: 

Name: James R. Thibodeau

Title: General Counsel

CITY:

City of La Vista, Nebraska,
a municipal corporation and political
subdivision of the State of Nebraska

By: _____

Name: _____

Title: _____

EXHIBIT A

Sarpy Center Dog Park Reference Map

