

# MINUTE RECORD

A-2

No. 729 - REFIELD & COMPANY, INC. OMAHA E1310565LD

## LA VISTA CITY COUNCIL MEETING November 8, 2017

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 November 8, 2017. Present were Councilmembers: Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Director of Public Works Soucie, City Engineer Kottmann, Director of Administrative Services Pokorny, Community Development Director Birch, Finance Director Miserez, and Recreation Director Stopak.

A notice of the meeting was given in advance thereof by publication in the Times on October 25, 2017. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

### APPOINTMENT - JONATHAN JAMESON - PARK & RECREATION ADVISORY COMMITTEE - FILL VACANCY

Mayor Kindig stated, with the approval of the City Council, he would like to appoint Jonathan Jameson to the Park & Recreation Advisory Board to fill the vacancy.

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

### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE OCTOBER 17, 2017 CITY COUNCIL  
MEETING
3. REQUEST FOR PAYMENT - HDR - PROFESSIONAL SERVICES - PROJECT  
MANAGEMENT - PUBLIC IMPROVEMENTS AND OTHER WORKS -  
\$16,821.79
4. REQUEST FOR PAYMENT - OLSSON ASSOCIATES - PROFESSIONAL  
SERVICES - LA VISTA NEBRASKA MULTI SPORTS COMPLEX - \$7,512.98
5. REQUEST FOR PAYMENT - OLSSON ASSOCIATES - PROFESSIONAL  
SERVICES - LA VISTA CITY CENTRE PHASE 1 PUBLIC INFRASTRUCTURE  
- \$28,963.40
6. REQUEST FOR PAYMENT - OLSSON ASSOCIATES - PROFESSIONAL  
SERVICES - 84<sup>TH</sup> STREET REDEVELOPMENT SITE PREPARATION -  
\$7,066.15
7. REQUEST FOR PAYMENT - OLSSON ASSOCIATES - PROFESSIONAL  
SERVICES - 84<sup>TH</sup> STREET REDEVELOPMENT SITE PREPARATION -  
\$8,636.31
8. REQUEST FOR PAYMENT - OLSSON ASSOCIATES - PROFESSIONAL  
SERVICES - 96<sup>TH</sup> & BRENTWOOD TRAFFIC SIGNAL - \$5,886.62
9. REQUEST FOR PAYMENT - DESIGN WORKSHOP, INC. - PROFESSIONAL  
SERVICES - 84<sup>TH</sup> STREETScape PLAN - \$8,851.94
10. REQUEST FOR PAYMENT - DESIGN WORKSHOP, INC. - PROFESSIONAL  
SERVICES - 84<sup>TH</sup> STREETScape PLAN \$32,561.82
11. REQUEST FOR PAYMENT - MARK VII ENTERPRISES - CONSTRUCTION  
SERVICES - BIG PAPILLION CREEK SIPHON COVER REPAIR - \$72,859.10
12. REQUEST FOR PAYMENT - BLADE MASTERS GROUNDS MNTC, INC. -  
CONSTRUCTION SERVICES - GOLF COURSE TRANSFORMATION PHASE 1  
GRADING - \$41,733.29
13. REQUEST FOR PAYMENT - STRATEGIC INSIGHTS INC. - LICENSE  
RENEWAL - CAPITAL IMPROVEMENT PROGRAM PLANNING SOFTWARE -

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**\$675.00**

**14. REQUEST FOR PAYMENT - THOMPSON, DREESSEN, & DORNER, INC. -  
PROFESSIONAL SERVICES - LA VISTA PHASE 1 GOLF COURSE  
TRANSFORMATION - PROPOSED LAKE IMPROVEMENTS - \$13,657.07**

**15. REQUEST FOR PAYMENT - SPENCER MANAGEMENT LLC -  
CONSTRUCTION SERVICES - HARRISON STREET PANEL REPAIR -**

**\$241,032.29**

**16. RESOLUTION NO. 17-137- ELECTION OF DIRECTORS TO THE LA VISTA  
METROPOLITAN COMMUNITY COLLEGE BOARD OF DIRECTORS**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO ELECT DIRECTORS OF THE LA VISTA/METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM OWNERS ASSOCIATION, INC.

WHEREAS, the City of La Vista Facilities Corporation ("City Facility Corporation") and the Metropolitan Community College Facilities Corporation made and entered a Declaration and Master Deed of La Vista Metropolitan Community College Condominium Property Regime dated December 29, 1997 ("Declaration") for the purposes of administering the condominium property regime and maintaining common areas of the Library/Sarpy Center; and

WHEREAS, the La Vista/Metropolitan Community College Condominium Owners Association, Inc., ("Association") was incorporated for purposes of administering the condominium property regime and maintaining the common areas under the Declaration, and the Association is governed by a Board of Directors; and

WHEREAS, pursuant to Article 1.24 of the Declaration, as amended, the City Facilities Corporation delegated to and authorized the City of La Vista ("City") to exercise voting rights with respect to the Association and its Board of Directors, and the City desires to exercise said voting rights to elect Directors of the Association.

WHEREAS, the following positions (and the individuals holding the titles) have been designated by the Mayor and City Council to be the City's three directors on the Association's Board of Directors ("City's Directors"):

City Administrator  
Library Director  
Director of Public Works

WHEREAS, the Association will hold its 2017 Annual Meeting on November 13, 2017, at which time and at such meeting the City's Directors shall vote on behalf of the City and in accordance with the desire of the City Council and the Mayor to nominate and re-elect the City's Directors to the Association's Board of Directors; and

WHEREAS, the Mayor and City Council desire to designate, and ratify, affirm and approve the election of the City's Directors.

NOW, THEREFORE, BE IT RESOLVED, that effective November 8, 2017, the following are hereby designated and elected to serve as the City's appointees to the Board of Directors of the Association:

City Administrator  
Library Director  
Director of Public Works

and further that their attendance, participation, voting and exercise of other rights on behalf of the City (in exercise of the delegated rights of the City Facilities Corporation) to nominate and elect said individuals as directors at the annual meeting of the Association held November 13, 2017 (and all other related actions) are hereby ratified, affirmed and approved.

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## 17. APPROVAL OF CLAIMS

3CMA MEMBERSHIP, services	\$400.00
4 SEASONS AWARDS, services	\$9.50
AA WHEEL & TRUCK SUPPLY, maint.	\$19.32
ACCESS BANK, services	\$3,066.27
ACTION BATTERIES, bld&grnds	\$125.70
ALFRED BENESCH & CO, services	\$3,033.00
ALUMINUM ATHLETIC EQUIPMENT CO, services	\$11,555.00
ANDERSON EXCAVATING CO, services	\$121,804.72
ANN TROE, services	\$900.00
ARBOR DAY FOUNDATION, services	\$15.00
ARROW TOWING OF OMAHA, services	\$125.00
BAXTER CHRYSLER DODGE JEEP RAM, maint.	\$161.25
BAXTER CHRYSLER JEEP DODGE, maint.	\$46.87
BAXTER CHRYSLER JEEP DODGE, services	\$521.87
BISHOP BUSINESS EQUIPMENT, services	\$1,454.05
BJSA-BELLEVUE JR SPORTS ASSN, services	\$1,000.00
BLACK HILLS ENERGY, utilities	\$2,562.54
BLADE MASTERS GROUNDS MNTNC INC, services	\$64,435.84
BOOT BARN, apparel	\$150.00
CASCADEN, T., travel	\$72.00
CATERPILLAR FINANCIAL CORP, services	\$2,693.39
CENTURY LINK BUSN SVCS, phones	\$193.04
CENTURY LINK, phones	\$975.24
CHRIS MADDEN, services	\$300.00
CHRISTINE HOIT, services	\$34.00
CITY OF OMAHA, services	\$36,140.02
CITY OF PAPILLION, services	\$185,080.09
COMP CHOICE INC, services	\$1,317.50
CONSOLIDATED MGMT, services	\$786.40
COX COMMUNICATIONS, services	\$423.31
CULLIGAN OF OMAHA, services	\$8.00
DATASHIELD CORP, services	\$26.50
DOG WASTE DEPOT, supplies	\$299.95
DOUGLAS COUNTY SHERIFF'S OFC, services	\$437.50
DULTMEIER SALES, services	\$2.58
EDGEWEAR SCREEN PRINTING, services	\$1,149.55
ENTERPRISE FM TRUST, services	\$580.01
ESSENTIAL SCREENS, services	\$38.00
EXPRESS DISTRIBUTION LLC, supplies	\$147.98
FIRST NATIONAL BANK FREMONT, bonds	\$191,326.88
FIRST WIRELESS INC, services	\$15.00
FITZGERALD SCHORR BARMETTLER, services	\$56,291.36
FOCUS PRINTING, services	\$7,985.08
GALE, books	\$293.13
GENUINE PARTS CO, maint.	\$1,221.49
GRAINGER, services	\$87.06
GRAYBAR ELECTRIC CO, bld&grnds	\$109.20
GREAT PLAINS UNIFORMS, apparel	\$117.00
GREENKEEPER CO. INC, services	\$618.00
H & H CHEVROLET LLC, maint.	\$283.14
HALE, D., travel	\$279.50
HANEY SHOE STORE, apparel	\$277.99
HARROD, R., travel	\$343.00
HDR ENGINEERING INC, services	\$13,128.99
HEARTLAND PAPER, supplies	\$70.00
HEIMES CORP, maint.	\$102.24
HOME DEPOT, bld&grnds	\$833.03
HOTSY EQUIPMENT CO, maint.	\$4,105.00

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HUNDEN STRATEGIC PARTNERS, services	\$4,992.50
HY-VEE INC, supplies	\$55.88
ICMA RETIREMENT CORP, services	\$3,400.00
INDUSTRIAL SALES CO, services	\$37.83
INGRAM LIBRARY SERVICES, books	\$133.86
INTERSTATE POWER SYSTEMS, maint.	\$6.75
IVERSON, D., travel	\$60.00
JOHNSTONE SUPPLY CO, bld&grnds	\$100.72
KIMBALL MIDWEST, supplies	\$140.05
KISSEL KOHOUT ES ASSOC LLC, services	\$8,729.93
KRIHA FLUID POWER, maint.	\$102.77
LA VISTA COMM FOUNDATION, payroll	\$60.00
LAUSTEN, R., travel	\$85.84
LEAF CAPITAL FUNDING LLC, services	\$700.00
LIONHEART ENTERPRISES LLC, services	\$908.46
LOGAN CONTRACTORS SUPPLY, maint.	\$417.89
LOWE'S, bld&grnds	\$208.95
MAPA-METRO AREA PLANNING AGENCY, services	\$240.00
MARCO INC, services	\$159.00
MARK A KLINKER, services	\$200.00
MATHESON TRI-GAS INC, supplies	\$114.45
MAX I WALKER, services	\$981.68
MENARDS-RALSTON, bld&grnds	\$606.30
METRO AREA TRANSIT, services	\$542.00
MIDLANDS BUSINESS JOURNAL, services	\$150.00
MIDLANDS LIGHTING & ELECTRIC, services	\$61.80
MIDWEST TURF & IRRIGATION, bld&grnds	\$130.44
MNJ TECHNOLOGIES DIRECT INC, services	\$16,660.00
MUD, utilities	\$5,727.41
MULHALL'S, services	\$1,519.96
MUNICIPAL PIPE TOOL, services	\$2,694.23
NAT'L EVERYTHING WHOLESALE, supplies	\$176.91
NE DEPT OF REVENUE-LOTT/51, taxes	\$81,550.00
NEBRASKA ENVIRONMENTAL PRODS, supplies	\$355.00
NE LAW ENFORCEMENT, services	\$720.00
NE SALT & GRAIN CO, services	\$6,775.01
NLA/NEMA CONFERENCE, services	\$680.00
NMC EXCHANGE LLC, maint.	\$47.81
NPZA-NE PLANNING/ZONING ASSN, services	\$70.00
OFFICE DEPOT INC, supplies	\$1,963.09
OLSSON ASSOCIATES, services	\$32,617.83
OMAHA WORLD-HERALD, services	\$80.08
OPPD, utilities	\$9,102.41
O'REILLY AUTOMOTIVE STORES, maint.	\$128.93
PAPILLION SANITATION, services	\$291.04
PAYFLEX SYSTEMS, services	\$296.70
PAYLESS OFFICE PRODUCTS, supplies	\$567.22
PITNEY BOWES, services	\$1,282.00
PLAINS EQUIPMENT GROUP, maint.	\$354.83
PLUTA, D., travel	\$88.00
POLICE CHIEF'S ASSN OF NEBR, services	\$50.00
PROJECT EXTRA MILE, services	\$140.00
PUBLIC AGENCY TRAINING COUNCIL, services	\$595.00
QUICK, T., travel	\$279.50
RAINBOW GLASS & SUPPLY, maint.	\$197.00
RALSTON ADVERTISING, services	\$461.16
READY MIXED CONCRETE CO, maint.	\$3,037.70
RETRIEVEX, services	\$151.49
SAPP BROS PETROLEUM INC, services	\$80.00
SARPY COUNTY COURTHOUSE, services	\$4,100.03

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SARPY COUNTY TREASURER, services	\$3,171.25
SCARPA, D., travel	\$72.00
SCHEMMER ASSOCIATES INC, services	\$3,056.06
SCHLEGEL, J., travel	\$72.00
SIGN IT, services	\$2,317.00
SIRCHIE FINGER PRINT LABS, services	\$98.40
SOUTHERN UNIFORM & EQUIPMENT, apparel	\$615.34
SPENCER FANE LLP, services	\$6,103.00
SPRINT, phones	\$119.97
SUBURBAN NEWSPAPERS INC, services	\$43.00
SUCCESS ENTERPRISES, services	\$750.00
SUSAN G KOMEN NEBRASKA, services	\$180.00
THOMPSON DREESSEN & DORNER, services	\$15,628.96
TOSHIBA FINANCIAL, services	\$127.40
TRACTOR SUPPLY, maint.	\$259.95
U.S. CELLULAR, phones	\$703.00
UHE, R., travel	\$72.00
UNITED DISTRIBUTORS INC, services	\$76.19
UPS STORE, services	\$114.92
VALUATION SERVICES, services	\$2,500.00
VERIZON WIRELESS, phones	\$129.13
WAL-MART, supplies	\$1,779.56
WESTLAKE HARDWARE, bld&grnds	\$1,699.37
WHITE CAP CONSTR, supplies	\$141.96

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

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Administrator Gunn stated that Director of Public Works Soucie was recognized by APWA and awarded an Outstanding Service Award.

Community Relations Coordinator Beaumont asked for assistance for the Tree Lighting and reminded that Council will help at Santa's Workshop on December 14<sup>th</sup>.

Director of Public Works Soucie reported the leaf collection will continue through the last Saturday in November. The 442 interchange lanes are complete and the final striping will be completed in the spring.

Recreation Director Stopack reported they had 157 register and 146 teams play in Socktoberfest. Assistant Recreation Director Karlson received a \$1500 grant from Emanuel Vision to purchase tablets for the Senior Center for an approximate cost of \$800 each.

## B. ORDINANCE – BOND ISSUANCE – PUBLIC INFRASTRUCTURE IMPROVEMENTS

Councilmember Quick introduced Ordinance No. 1316 entitled; AN ORDINANCE AUTHORIZING THE ISSUANCE OF TAX SUPPORTED IMPROVEMENT BONDS, SERIES 2017, OF THE CITY OF LA VISTA, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY MILLION DOLLARS (\$20,000,000) FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING PUBLIC INFRASTRUCTURE IMPROVEMENTS IN THE 84<sup>TH</sup> STREET REDEVELOPMENT PROJECT AREA; PRESCRIBING THE FORM OF SAID BONDS; PLEDGING FUNDS TO BE RECEIVED BY A SALES AND USE TAX AND OTHER SOURCES OF FUNDS FOR THE PAYMENT OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF SAID TAXES TO PAY THE SAME; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF BOND PROCEEDS; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

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

Said ordinance was then read by title and thereafter Councilmember Hale moved for final passage of the ordinance which motion was seconded by Councilmember Thomas. The Mayor then stated the question, "Shall Ordinance No. 1316 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Frederick. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## **C. RESOLUTION – 60 DAY EXTENSION TO RECORD A FINAL PLAT – LOTS 1-5 HEIMES (NW OF 145<sup>TH</sup> & MEADOWS BLVD.)**

Councilmember Thomas introduced and moved for the adoption of Resolution No.17-138 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, GRANTING APPROVAL OF A 60-DAY EXTENSION TO RECORD THE FINAL PLAT FOR LOT 2 LAKEVIEW SOUTH II REPLAT 6 & S 1551.37 FT OF TAX LOT 4, SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA, TO BE REPLATTED AS LOTS 1-5, HEIMES, A SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have submitted a letter requesting an extension to the filing deadline for the final plat for Lot 2, Lakeview South II Replat 6 & S 1551.37 FT of Tax Lot 4, Section 23, T14N, R11E to be replatted as Lots 1-5 Heimes; and

WHEREAS, the City Planner has reviewed the request and recommends approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the 60-day extension to record the final plat for Lot 2, Lakeview South II Replat 6 & S 1551.37 FT of Tax Lot 4, Section 23, Township 14 North, Range 11 East, to be replatted as Lots 1-5, Heimes, a subdivision located in the northeast quarter of Section 23, Township 14 North, Range 11 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located northwest of 145<sup>th</sup> Street and Meadows Blvd, be, and hereby is, approved.

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

## **D. RESOLUTION – DESIGN & CONSTRUCTION PHASE ENGINEERING AGREEMENT – AMENDMENT NO. 1 FOR SITE PREPARATION – 84<sup>TH</sup> STREET REDEVELOPMENT AREA (ACTION ON THIS ITEM WILL BE TAKEN BY THE LA VISTA COMMUNITY DEVELOPMENT AGENCY)**

Councilmember Quick introduced and moved for the adoption of Resolution No.17-139 entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY APPROVING AMENDMENT NUMBER ONE TO THE PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES TO PROVIDE ADDITIONAL ENGINEERING SERVICES FOR DEMOLITION AND SITE PREPARATION RELATED TO THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$32,000.

WHEREAS, the City Council, acting as the La Vista Community Development Agency, has determined additional engineering services related

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demolition and site preparation within the 84<sup>th</sup> Street Redevelopment Area are necessary; and

WHEREAS, the City Council acting as the La Vista Community Development Agency desires to approve amendment number one to the professional services agreement with Olsson Associates to provide additional engineering services; and

WHEREAS, The FY17/18 Biennial Budget Capital Improvement Program provides funding for the project; and

WHEREAS, the total not to exceed amount, with the amendment, is \$212,000; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of La Vista, acting as the La Vista Community Development Agency, does hereby approve amendment number one to the professional services agreement with Olsson Associates to provide additional engineering services for demolition and site preparation related to the 84<sup>th</sup> Street Redevelopment Area in an additional amount not to exceed \$32,000.

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

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

## **E. RESOLUTION – PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT AREA INTERLOCAL AGREEMENT WITH OMAHA PUBLIC POWER DISTRICT**

Councilmember Hale introduced and moved for the adoption of Resolution No.17-140 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH OMAHA PUBLIC POWER DISTRICT FOR UNDERTAKING OF EFFORTS REQUIRED FOR UNDERGROUND MAINLINE POWER CABLES FOR THE PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT.

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 Omaha Public Power District (OPPD) currently operates electrical systems within the boundaries of the City of La Vista and;

WHEREAS, the City of La Vista (City) desires new underground power lines within the public right of way and easements, and;

WHEREAS, the City of La Vista's estimated cost of such work is \$96,660.00 and

WHEREAS, a proposed interlocal cooperation agreement is presented for Omaha Public Power District to perform the necessary work, and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby approves and authorizes the execution of an Interlocal Cooperation Agreement with Omaha Public Power District (OPPD), as presented, for installation of new underground power lines within public right of way and easements in connection with the public improvement redevelopment project, subject to any additions, subtractions, or

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modifications as the City Administrator or City Engineer determines necessary or advisable.

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

## **F. RESOLUTION – INTERLOCAL AGREEMENT – WEST PAPIO TRAIL GILES ROAD TO MILLARD**

Councilmember Sell introduced and moved for the adoption of Resolution No.17-141 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT AND THE CITY OF OMAHA FOR THE UNDERTAKING OF EFFORTS REQUIRED FOR CONSTRUCTION AND CONSTRUCTION PHASE ENGINEERING FOR THE WEST PAPIO TRAIL EXPANSION FROM GILES ROAD TO MILLARD.

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 expansion of the West Papio Trail is a vital link to connecting western portions of the metro area to the existing trail, and;

WHEREAS, the FY19, FY20 and FY21 Municipal budgets shall be prepared to include funding of \$250,000 each year; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby approves and authorizes the execution of an Interlocal Cooperation Agreement with the PMNRD and the City of Omaha for the undertaking of efforts required for construction and construction phase engineering for the West Papio Trail Expansion from Giles Road to Millard in form and content approved by the City Attorney.

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

## **G. RESOLUTION – ADVERTISEMENT OF BIDS – 96<sup>TH</sup> & BRENTWOOD TRAFFIC SIGNAL**

Councilmember Sell introduced and moved for the adoption of Resolution No.17-142 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR THE 96<sup>TH</sup> & BRENTWOOD TRAFFIC SIGNAL

WHEREAS, the Mayor and Council have determined that installation of traffic signal equipment and pavement and sidewalk modifications is necessary, and

WHEREAS, the FY17/18 Biennial Budget Capital Improvement Program provides funding for the proposed project; and

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

Publish Notice to Contractors      November 15 and 22, 2017

Open Bids      November 28, 2017 at 10:00 am  
at City Hall



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Award Contract

December 5, 2017

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista Nebraska hereby authorize the advertisement for bids for the 96<sup>th</sup> & Brentwood Traffic Signal.

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

## **H. DISCUSSION – NEGLECTED BUILDING REGISTRATION PROGRAM**

Assistant City Administrator Ramirez stated that, even if Council considers this ordinance, there is still a legal process that the City would need to go through. Property owners will have time to take care of the vacant neglected properties. Ramirez was directed to bring back the ordinance and master fee ordinance at a future meeting for action.

## **COMMENTS FROM THE FLOOR**

There were no comments from the floor.

## **COMMENTS FROM MAYOR AND COUNCIL**

Mayor Kindig stated United Cities of Sarpy County has reviewed the Fremont/greenbelt status proposed legislative bill. UCSC will stay neutral on this bill.

At 6:35 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Quick. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Frederick. Motion carried.

PASSED AND APPROVED THIS 21ST DAY OF NOVEMBER, 2017.

CITY OF LA VISTA

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

ATTEST:

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

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the twelve months ending September 30, 2017**  
**100% of the Fiscal Year 2017**

**Preliminary**

	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b>REVENUES</b>					
General Fund	\$ 15,800,755	\$ 1,060,008	\$ 15,045,898	\$ (754,857)	95%
Sewer Fund	4,160,873	482,603	3,748,131	(412,742)	90%
Debt Service Fund	5,041,969	282,582	4,400,052	(641,917)	87%
Lottery Fund	1,394,657	99,573	1,271,452	(123,205)	91%
Golf Fund	-	-	1,869	1,869	0%
Economic Development Fund	17,027,331	296,643	1,186,578	(15,840,753)	7%
Off Street Parking Fund	514	-	70	(444)	14%
Redevelopment Fund	2,198,762	197,966	1,904,345	(294,417)	87%
<b>Total Revenues</b>	<b>45,624,861</b>	<b>2,419,375</b>	<b>27,558,395</b>	<b>(18,066,466)</b>	<b>60%</b>
<b>EXPENDITURES</b>					
General Fund	15,759,564	1,163,213	14,755,559	(1,004,005)	94%
Sewer Fund	3,787,942	293,255	3,246,311	(541,631)	86%
Debt Service Fund	3,942,953	25,841	3,672,161	(270,792)	93%
Lottery Fund	709,076	43,379	582,373	(126,703)	82%
Golf Fund	-	-	6,199	6,199	0%
Economic Development Fund	2,005,741	-	1,996,241	(9,500)	100%
Off Street Parking Fund	595,619	3,206	580,896	(14,723)	98%
Redevelopment Fund	11,476,229	40,405	394,887	(11,081,342)	3%
<b>Total Expenditures</b>	<b>38,277,124</b>	<b>1,569,299</b>	<b>25,234,627</b>	<b>(13,042,497)</b>	<b>66%</b>
<b>REVENUES NET OF EXPENDITURES</b>					
General Fund	41,191	(103,205)	290,339	249,148	
Sewer Fund	372,931	189,348	501,820	128,889	
Debt Service Fund	1,099,016	256,741	727,891	(371,125)	
Lottery Fund	685,581	56,194	689,079	3,498	
Golf Fund	-	-	(4,330)	(4,330)	
Economic Development Fund	15,021,590	296,643	(809,663)	(15,831,253)	
Off Street Parking Fund	(595,105)	(3,206)	(580,826)	14,279	
Redevelopment Fund	(9,277,467)	157,561	1,509,458	10,786,925	
<b>Revenues Net of Expenditures</b>	<b>7,347,737</b>	<b>850,076</b>	<b>2,323,768</b>	<b>(5,023,969)</b>	
<b>Capital Improvement Program Fund</b>					
<b>REVENUES</b>	136,617	-	125	(136,492)	0%
<b>EXPENDITURES</b>	17,141,700	731,926	8,533,984	(8,607,716)	50%
<b>REVENUES NET OF EXPENDITURES</b>	<b>(17,005,083)</b>	<b>(731,926)</b>	<b>(8,533,859)</b>	<b>8,471,224</b>	
<b>TRANSFERS IN &amp; BOND PROCEEDS</b>	<b>17,005,200</b>	<b>501,085</b>	<b>7,996,550</b>	<b>(9,008,650)</b>	47%
<b>Net Activity</b>	<b>117</b>	<b>(230,841)</b>	<b>(537,309)</b>	<b>(537,426)</b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the twelve months ending September 30, 2017**  
**100% of the Fiscal Year 2017**

**Preliminary**

	<b><u>Budget</u></b> <b><u>(12 month)</u></b>	<b><u>MTD</u></b> <b><u>Actual</u></b>	<b><u>YTD</u></b> <b><u>Actual</u></b>	<b><u>Over(under)</u></b> <b><u>Budget</u></b>	<b><u>% of budget</u></b> <b><u>Used</u></b>
<b><u>TRANSFERS IN &amp; BOND PROCEEDS</u></b>					
General Fund	90,675	-	60,000	(30,675)	66%
Sewer Fund	-	-	-	-	-
Debt Service Fund	10,000,000	-	885,119	(9,114,881)	9%
Capital Improvement Program Fund	17,005,200	501,085	7,996,550	(9,008,650)	47%
Lottery Fund	170,843	-	223,135	52,292	131%
Golf Fund	-	-	-	-	-
Economic Development Fund	800,000	-	800,000	-	100%
Off Street Parking Fund	590,000	3,120	445,477	(144,523)	76%
Redevelopment Fund	13,100,170	-	-	(13,100,170)	0%
Transfers In	<u>41,756,888</u>	<u>504,205</u>	<u>10,410,281</u>	<u>(31,346,607)</u>	<u>25%</u>
<b><u>TRANSFERS OUT</u></b>					
General Fund	(1,456,500)	(42,457)	(1,336,735)	119,765	92%
Sewer Fund	-	-	(512)	(512)	-
Debt Service Fund	(7,661,200)	(120,812)	(1,505,724)	6,155,476	20%
Capital Improvement Program Fund	-	-	-	-	-
Lottery Fund	(720,675)	-	(493,337)	227,338	68%
Golf Fund	(170,843)	-	(223,135)	(52,292)	131%
Economic Development Fund	-	-	-	-	-
Off Street Parking Fund	-	-	-	-	-
Redevelopment Fund	(8,647,500)	(340,936)	(6,850,838)	1,796,662	79%
Transfers Out	<u>(18,656,718)</u>	<u>(504,205)</u>	<u>(10,410,281)</u>	<u>8,246,437</u>	<u>56%</u>
<b><u>NET TRANSFERS &amp; BOND PROCEEDS</u></b>					
General Fund	(1,365,825)	(42,457)	(1,276,735)	89,090	93%
Sewer Fund	-	-	(512)	(512)	-
Debt Service Fund	2,338,800	(120,812)	(620,605)	(2,959,405)	-
Capital Improvement Program Fund	17,005,200	501,085	7,996,550	(9,008,650)	47%
Lottery Fund	(549,832)	-	(270,202)	279,630	49%
Golf Fund	(170,843)	-	(223,135)	(52,292)	131%
Economic Development Fund	800,000	-	800,000	-	100%
Off Street Parking Fund	590,000	3,120	445,477	(144,523)	76%
Redevelopment Fund	4,452,670	(340,936)	(6,850,838)	(11,303,508)	-
Bond Proceeds	<u>23,100,170</u>	<u>-</u>	<u>-</u>	<u>(23,100,170)</u>	<u>-</u>
<b><u>NET FUND ACTIVITY</u></b>					
General Fund	(1,324,634)	(145,662)	(986,396)	338,238	-
Sewer Fund	372,931	189,348	501,308	128,377	-
Debt Service Fund	3,437,816	135,929	107,286	(3,330,530)	-
Capital Improvement Program Fund	117	(230,841)	(537,309)	(537,426)	-
Lottery Fund	135,749	56,194	418,876	283,127	-
Golf Fund	(170,843)	-	(227,464)	(56,621)	-
Economic Development Fund	15,821,590	296,643	(9,663)	(15,831,253)	-
Off Street Parking Fund	(5,105)	(86)	(135,349)	(130,244)	-
Redevelopment Fund	(4,824,797)	(183,375)	(5,341,380)	(516,583)	-
Net Activity	<u>\$ 13,442,824</u>	<u>\$ 118,150</u>	<u>\$ (6,210,091)</u>	<u>\$ (19,652,915)</u>	<u>-</u>

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the twelve months ending September 30, 2017**  
**100% of the Fiscal Year 2017**

<u>Preliminary</u>	<u>General Fund</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b><u>REVENUES</u></b>					
Property Taxes	\$ 6,213,792	\$ 290,159	\$ 6,231,134	\$ 17,342	100%
Sales and use taxes	4,349,841	390,841	3,775,441	(574,400)	87%
Payments in Lieu of taxes	275,000	-	260,206	(14,794)	95%
State revenue	1,663,713	132,028	1,678,986	15,273	101%
Occupation and franchise taxes	1,049,200	10,335	983,386	(65,814)	94%
Hotel Occupation Tax	950,000	102,332	977,644	27,644	103%
Licenses and permits	537,536	98,176	453,444	(84,092)	84%
Interest income	26,594	293	22,579	(4,015)	85%
Recreation fees	159,730	9,420	181,916	22,186	114%
Special Services	23,175	2,162	22,754	(421)	98%
Grant Income	258,945	10,254	135,096	(123,849)	52%
Other	293,229	14,008	323,312	30,083	110%
<b>Total Revenues</b>	<b>15,800,755</b>	<b>1,060,008</b>	<b>15,045,898</b>	<b>(754,857)</b>	<b>95%</b>
<b><u>EXPENDITURES</u></b>					
Current:					
Administrative Services	599,146	33,835	553,112	(46,034)	92%
Mayor and Council	231,537	13,513	190,957	(40,580)	82%
Boards & Commissions	9,934	868	5,224	(4,710)	53%
Public Buildings & Grounds	528,515	45,190	393,625	(134,890)	74%
Administration	540,122	44,070	528,073	(12,049)	98%
Police and Animal Control	4,331,296	325,925	4,200,658	(130,638)	97%
Fire	1,918,317	150,229	1,988,138	69,821	104%
Community Development	613,192	36,545	583,502	(29,690)	95%
Public Works	3,529,463	275,029	3,201,029	(328,434)	91%
Recreation	775,013	47,549	690,238	(84,775)	89%
Library	802,913	70,181	736,931	(65,982)	92%
Information Technology	231,478	11,526	216,105	(15,373)	93%
Human Resources	828,425	36,477	628,933	(199,492)	76%
Public Transportation	96,014	7,091	72,556	(23,458)	76%
Capital outlay	724,199	65,185	766,478	42,279	106%
<b>Total Expenditures</b>	<b>15,759,564</b>	<b>1,163,213</b>	<b>14,755,559</b>	<b>(1,004,005)</b>	<b>94%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>41,191</b>	<b>(103,205)</b>	<b>290,339</b>	<b>249,148</b>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in (Lottery)	90,675	-	60,000	(30,675)	66%
Operating transfers out (EDF, OSP, CIP)	(1,456,500)	(42,457)	(1,336,735)	119,765	92%
Bond/registered warrant proceeds	-	-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<b>(1,365,825)</b>	<b>(42,457)</b>	<b>(1,276,735)</b>	<b>89,090</b>	<b>93%</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>					
	\$ <b>(1,324,634)</b>	\$ <b>(145,662)</b>	\$ <b>(986,396)</b>	\$ <b>338,238</b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS**  
**For the twelve months ending September 30, 2017**  
**100% of the Fiscal Year 2017**

<u>Preliminary</u>	<u>Sewer Fund</u>				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>(Under) Budget</u>	<u>% of Budget Used</u>
<b><u>REVENUES</u></b>					
User fees	\$ 4,033,536	\$ 381,275	3,499,649	\$ (533,887)	87%
Service charge and hook-up fees	101,282	87,993	224,105	122,823	221%
Grant Income	22,918	750	10,796	(12,122)	47%
Miscellaneous	450	12,142	12,025	11,575	2672%
<b>Total Revenues</b>	<b>4,158,186</b>	<b>482,160</b>	<b>3,746,576</b>	<b>(411,611)</b>	<b>90%</b>
<b><u>EXPENDITURES</u></b>					
General & Administrative	604,748	36,588	532,143	(72,605)	88%
Maintenance	3,044,914	252,039	2,648,036	(396,878)	87%
Storm Water Grant	58,500	1,581	18,646	(39,854)	32%
Capital Outlay	79,780	3,047	47,486	(32,294)	60%
<b>Total Expenditures</b>	<b>3,787,942</b>	<b>293,255</b>	<b>3,246,311</b>	<b>(541,631)</b>	<b>86%</b>
<b>OPERATING INCOME (LOSS)</b>	<b>370,244</b>	<b>188,905</b>	<b>500,265</b>	<b>130,021</b>	
<b>NON-OPERATING REVENUE (EXPENSE)</b>					
Interest income	2,687	443	1,556	(1,131)	58%
	2,687	443	1,556	(1,131)	58%
<b>INCOME (LOSS) BEFORE OPERATING TRANSFERS</b>	<b>372,931</b>	<b>189,348</b>	<b>501,820</b>	<b>128,889</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers out (CIP)	-	-	(512)	(512)	0%
<b>NET INCOME (LOSS)</b>	<b>\$ 372,931</b>	<b>\$ 189,348</b>	<b>\$ 501,308</b>	<b>\$ 128,377</b>	

Note: City of Omaha billing (Maintenance Expense) in arrears for August estimated at \$200,000. Adjusted (Under) Over Budget \$(71,623).

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the twelve months ending September 30, 2017**  
**100% of the Fiscal Year 2017**

<u>Preliminary</u>	<u>Debt Service Fund</u>				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>	<u>% of budget Used</u>
<b><u>REVENUES</u></b>					
Property Taxes	\$ 1,989,954	\$ 83,568	1,971,230	\$ (18,724)	99%
Sales and use taxes	2,174,920	195,420	1,887,721	(287,199)	87%
Payments in Lieu of taxes	15,000	-	88,851	73,851	592%
Interest income	11,087	3,594	13,910	2,823	125%
Other (Special Assessments; Fire Reimbursmt)	851,008	-	438,340	(412,668)	52%
<b>Total Revenues</b>	<b>5,041,969</b>	<b>282,582</b>	<b>4,400,052</b>	<b>(641,917)</b>	<b>87%</b>
<b><u>EXPENDITURES</u></b>					
Current:					
Administration	90,000	836	25,229	(64,771)	28%
Fire Contract Bond	300,056	25,005	300,060	4	100%
Debt service					
Principal	2,780,000	-	2,780,000	-	100%
Interest	772,897	-	566,872	(206,025)	73%
<b>Total Expenditures</b>	<b>3,942,953</b>	<b>25,841</b>	<b>3,672,161</b>	<b>(270,792)</b>	<b>93%</b>
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<b>1,099,016</b>	<b>256,741</b>	<b>727,891</b>	<b>(371,125)</b>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in (Lottery Bond)	-	-	885,119	885,119	0%
Operating transfers out (CIP)	(7,661,200)	(120,812)	(1,505,724)	6,155,476	20%
Bond/registered warrant proceeds	10,000,000	-	-	(10,000,000)	0%
<b>Total other Financing Sources (Uses)</b>	<b>2,338,800</b>	<b>(120,812)</b>	<b>(620,605)</b>	<b>(2,959,405)</b>	
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>	<b>\$ 3,437,816</b>	<b>\$ 135,929</b>	<b>\$ 107,286</b>	<b>\$ (3,330,530)</b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the twelve months ending September 30, 2017**  
**100% of the Fiscal Year 2017**

<u>Preliminary</u>	<u>Capital Fund</u>				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>	<u>% of budget Used</u>
<u>REVENUES</u>					
Interest income	\$ 117	\$ -	\$ 125	\$ 8	107%
Grant Income	-	-	-	-	0%
Interagency	136,500	-	-	(136,500)	0%
Total Revenues	136,617	-	125	(136,492)	0%
<u>EXPENDITURES</u>					
Current:					
Capital outlay	17,141,700	731,926	8,533,984	(8,607,716)	50%
Total Expenditures	17,141,700	731,926	8,533,984	(8,607,716)	50%
<u>REVENUES NET OF EXPENDITURES</u>	<u>(17,005,083)</u>	<u>(731,926)</u>	<u>(8,533,859)</u>	<u>8,471,224</u>	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	17,005,200	501,085	7,996,550	(9,008,650)	47%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	-	-	-	-	0%
Total other Financing Sources (Uses)	17,005,200	501,085	7,996,550	(9,008,650)	47%
<u>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</u>					
	\$ 117	\$ (230,841)	\$ (537,309)	\$ (537,426)	

Note: Operating transfers in and expenditures include land purchase of \$4,265,102.

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the twelve months ending September 30, 2017**  
**100% of the Fiscal Year 2017**

<u>Preliminary</u>	<u>Lottery Fund</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b><u>REVENUES</u></b>					
Lottery Rev/Community Betterment	\$ 1,000,000	\$ 67,947	\$ 880,226	\$ (119,774)	88%
Lottery Tax Form 51	360,000	26,552	351,358	(8,642)	98%
Event Revenue	25,700	518	32,738	7,038	127%
Interest income	8,957	4,556	7,130	(1,827)	80%
Miscellaneous / Other	-	-	-	-	0%
<b>Total Revenues</b>	<b>1,394,657</b>	<b>99,573</b>	<b>1,271,452</b>	<b>(123,205)</b>	<b>91%</b>
<b><u>EXPENDITURES</u></b>					
Current:					
Professional Services	246,466	15,304	156,577	(89,889)	64%
Salute to Summer	29,900	189	20,444	(9,456)	68%
Community Events	9,090	251	9,223	133	101%
Events - Marketing	26,600	839	26,387	(213)	99%
Recreation Events	9,400	245	5,326	(4,074)	57%
Concert & Movie Nights	10,200	-	7,243	(2,957)	71%
Travel & Training	13,420	-	5,814	(7,606)	43%
State Taxes	360,000	26,552	351,358	(8,642)	98%
Other	-	-	-	-	0%
Capital outlay	4,000	-	-	(4,000)	0%
<b>Total Expenditures</b>	<b>709,076</b>	<b>43,379</b>	<b>582,373</b>	<b>(126,703)</b>	<b>82%</b>
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<b>685,581</b>	<b>56,194</b>	<b>689,079</b>	<b>3,498</b>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in	170,843	-	223,135	52,292	131%
Operating transfers out	(720,675)	-	(493,337)	227,338	68%
Bond/registered warrant proceeds	-	-	-	-	
<b>Total other Financing Sources (Uses)</b>	<b>(549,832)</b>	<b>-</b>	<b>(270,202)</b>	<b>279,630</b>	<b>49%</b>
<b><u>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</u></b>					
	<b>\$ 135,749</b>	<b>\$ 56,194</b>	<b>\$ 418,876</b>	<b>\$ 283,127</b>	



**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS**  
**For the twelve months ending September 30, 2017**  
**100% of the Fiscal Year 2017**

<u>Preliminary</u>	<u>Golf Course Fund</u>				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>(Under) Budget</u>	<u>% of Budget Used</u>
<b><u>REVENUES</u></b>					
Greens Fees	\$	\$ -	\$ 759	\$ 759	0%
Carts		-	250	250	0%
Concessions		-	607	607	0%
<b>Total Golf Proceeds</b>	<u>-</u>	<u>-</u>	<u>1,616</u>	<u>1,616</u>	<u>0%</u>
Pro-Shop Merchandise		-	25	25	0%
Fee Income		-	76	76	0%
Miscellaneous		-	-	-	0%
<b>Total Other Revenue</b>	<u>-</u>	<u>-</u>	<u>101</u>	<u>101</u>	<u>0%</u>
<b>Total Revenue</b>	<u>-</u>	<u>-</u>	<u>1,717</u>	<u>1,717</u>	<u>0%</u>
<b><u>EXPENDITURES</u></b>					
General & Administrative		-	5,227	5,227	0%
Cost of merchandise sold		-	-	-	0%
Maintenance		-	972	972	0%
Capital Outlay		-	-	-	0%
<b>Total Expenditures</b>	<u>-</u>	<u>-</u>	<u>6,199</u>	<u>6,199</u>	<u>0%</u>
<b>OPERATING INCOME (LOSS)</b>	<u>-</u>	<u>-</u>	<u>(4,482)</u>	<u>(4,482)</u>	
<b><u>NON-OPERATING REVENUE (EXPENSE)</u></b>					
Interest income		-	152	152	0%
	<u>-</u>	<u>-</u>	<u>152</u>	<u>152</u>	<u>0%</u>
<b>INCOME (LOSS) BEFORE OPERATING TRANSFERS</b>	<u>-</u>	<u>-</u>	<u>(4,330)</u>	<u>(4,330)</u>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in (Lottery)			-	-	0%
Operating transfers out (Lottery)	<u>(170,843)</u>		<u>(223,135)</u>	<u>(52,292)</u>	<u>131%</u>
<b>NET INCOME (LOSS)</b>	<u>\$ (170,843)</u>	<u>\$ -</u>	<u>\$ (227,464)</u>	<u>\$ (56,621)</u>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the twelve months ending September 30, 2017**  
**100% of the Fiscal Year 2017**

<u>Preliminary</u>	<u>Economic Development</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b><u>REVENUES</u></b>					
JQH Payment	16,997,264	296,643	1,186,573	(15,810,691)	7%
Interest income	30,067	-	5	(30,062)	0%
<b>Total Revenues</b>	<b>17,027,331</b>	<b>296,643</b>	<b>1,186,578</b>	<b>(15,840,753)</b>	<b>7%</b>
<b><u>EXPENDITURES</u></b>					
Current:					
Community Development	-	-	-	-	0%
Professional Services	10,000	-	500	(9,500)	5%
Debt service: (Warrants)					0%
Principal	730,000	-	730,000	-	100%
Interest	1,265,741	-	1,265,741	-	100%
<b>Total Expenditures</b>	<b>2,005,741</b>	<b>-</b>	<b>1,996,241</b>	<b>(9,500)</b>	<b>100%</b>
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<b>15,021,590</b>	<b>296,643</b>	<b>(809,663)</b>	<b>(15,831,253)</b>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in	800,000	-	800,000	-	100%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	-	-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<b>800,000</b>	<b>-</b>	<b>800,000</b>	<b>-</b>	<b>100%</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING</b>					
<b>SOURCES OVER (UNDER) EXPENDITURES</b>					
<b>AND OTHER FINANCING USES</b>	<b>\$ 15,821,590</b>	<b>\$ 296,643</b>	<b>\$ (9,663)</b>	<b>\$ (15,831,253)</b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the twelve months ending September 30, 2017**  
**100% of the Fiscal Year 2017**

<u>Preliminary</u>	<u>Off Street Parking</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b><u>REVENUES</u></b>					
Interest income	514	-	70	(444)	14%
<b>Total Revenues</b>	<b>514</b>	<b>-</b>	<b>70</b>	<b>(444)</b>	<b>14%</b>
<b><u>EXPENDITURES</u></b>					
Current:					
General & Administrative	20,116	2,290	16,632	(3,484)	83%
Professional Services		-	-		0%
Maintenance	19,500	916	8,262	(11,238)	42%
Debt service: (Warrants)					
Principal	475,000	-	475,000	-	100%
Interest	81,003	-	81,003	(1)	100%
<b>Total Expenditures</b>	<b>595,619</b>	<b>3,206</b>	<b>580,896</b>	<b>(14,723)</b>	<b>98%</b>
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<b>(595,105)</b>	<b>(3,206)</b>	<b>(580,826)</b>	<b>14,279</b>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in	590,000	3,120	445,477	(144,523)	76%
Operating transfers out					0%
Bond/registered warrant proceeds		-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<b>590,000</b>	<b>3,120</b>	<b>445,477</b>	<b>(144,523)</b>	<b>76%</b>
<b><u>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</u></b>					
	\$ (5,105)	\$ (86)	\$ (135,349)	\$ (130,244)	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the twelve months ending September 30, 2017**  
**100% of the Fiscal Year 2017**

<u>Preliminary</u>	<u>Redevelopment Fund</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b><u>REVENUES</u></b>					
Sales and use taxes	2,174,920	195,420	1,887,720	(287,200)	87%
Interest income	23,842	2,546	16,625	(7,217)	70%
<b>Total Revenues</b>	<b>2,198,762</b>	<b>197,966</b>	<b>1,904,345</b>	<b>(294,417)</b>	<b>87%</b>
<b><u>EXPENDITURES</u></b>					
Current:					
Community Development	-	-	-	-	0%
Professional Services	102,000	30,154	119,997	17,997	118%
Financial / Legal Fees	50,000	10,251	160,560	110,560	321%
Debt service: (Warrants)					
Principal	11,210,000	-	-	(11,210,000)	0%
Interest	114,229	-	114,330	101	100%
<b>Total Expenditures</b>	<b>11,476,229</b>	<b>40,405</b>	<b>394,887</b>	<b>(11,081,342)</b>	<b>3%</b>
<b><u>REVENUES NET OF EXPENDITURES</u></b>	<b><u>(9,277,467)</u></b>	<b><u>157,561</u></b>	<b><u>1,509,458</u></b>	<b><u>10,786,925</u></b>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in			-	-	0%
Operating transfers out	(8,647,500)	(340,936)	(6,850,839)	1,796,661	79%
Bond/registered warrant proceeds	13,100,170		-	(13,100,170)	0%
<b>Total other Financing Sources (Uses)</b>	<b>4,452,670</b>	<b>(340,936)</b>	<b>(6,850,839)</b>	<b>(11,303,509)</b>	
<b>EXCESS OF REVENUES AND OTHER FINANCING</b>					
<b>SOURCES OVER (UNDER) EXPENDITURES</b>					
<b>AND OTHER FINANCING USES</b>	<b>\$ (4,824,797)</b>	<b>\$ (183,375)</b>	<b>\$ (5,341,381)</b>	<b>\$ (516,584)</b>	

Note: Operating transfers out include land purchase of \$4,265,102.



# Invoice

A-4

HDR Engineering Inc.  
Omaha, NE 68114-4098  
Phone: (402) 399-1000

Reference Invoice Number with Payment

HDR Invoice No. 1200083152  
Invoice Date 01-NOV-2017  
Invoice Amount Due \$19,427.04  
Payment Terms 30 NET  
Remit To PO Box 74008202  
Chicago, IL 60674-8202  
Wire Transfer To Bank of America ML US  
ABA# 081000032  
Account# 355004076604

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

Project Management for Services for Public Improvements and Other Works.

Professional Services  
From: 01-OCT-2017 To: 28-OCT-2017

Professional Services Summarization	Hours	Billing Rate	Amount
Civil Engineer	35.00		4,935.42
Communications Coordinator	4.00		282.00
Communications Coordinator Sr	1.00		144.24
Engineer Structural Sr	4.50		779.36
Graphic Designer 2	22.50		1,985.18
Project Controller	1.00		96.99
Project Manager	46.00		9,936.00
Sr. Civil Engineer	6.25		944.27
	<b>120.25</b>		<b>\$19,103.46</b>
<b>Total Professional Services</b>			<b>\$19,103.46</b>

Expense Summarization	Quantity	Billing Rate	Amount
Mileage Personal	129.00		69.05
Printing/Reprographics			15.37
Publicrelations&Advertising			239.16
<b>Total Expenses</b>			<b>\$323.58</b>

Amount Due This Invoice (USD) **\$19,427.04**

Fee Amount	\$649,972.00
Fee Invoiced to Date	\$168,438.90
Fee Remaining	\$481,533.10

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

Consent Agenda 11/21/17 (2)

05.71.0909.03  
Rita Ramirez  
11-3-17

A-5

# Invoice

## Upstream Weeds

3942 N. 66<sup>th</sup> Street  
Omaha, NE 68104  
Phone 402-881-6919  
Email: Chrismadden72@live.com



INVOICE #: 073  
DATE: Nov. 01, 2017

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

CLIENT PURCHASE ORDER #	PROJECT	INVOICING TERM
N/A	Papillion - La Vista Stormwater Outreach	10/01/2017 - 10/31/2017

SERVICES & PRODUCTS	SPECIFIC DESCRIPTION	QUANTITY	UNIT PRICE	LINE TOTAL
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### Direct Account Administration:

Contract Management, Maintenance, and preparation:

Meetings, emails, strategic planning, etc.	40	33.00	1,320.00
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### Future Planning & Initiative Transfer:

Direct Youth Educational Involvement and Engagement programming:

PLV public Elementary School programming		33.00	
PLV public High School programming		33.00	
Afterschool - Summer school programming		33.00	

**Public Promotion and Outreach  
programming:**

All public outreach & engagement efforts		33.00	
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**Documentation & Reporting:**

Annual Report prep	10	33.00	330.00 ✓
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Sub Total	\$1,650.00
50% Cost Share paid by City of Papillion	(\$825.00)
<b>Total Due</b>	<b>\$825.00</b>

Payments are due upon receipt.

Please make all checks available to Chris Madden dba Upstream Weeds

O.K. to pay  
 \$MK 11-2-2017  
 02.43.0505

Consent Agenda 11/21/2017 (JH)

# G702 APPLICATION and CERTIFICATE for PAYMENT

To: City of LaVista  
 9900 Portal Road  
 LaVista, NE 68128

From: KSI Construction  
 11011 Q Street Bldg. A Ste. #104  
 Omaha, NE 68137

Project: City of LaVista 84th St.

Application No: 1

Distribution to:

App. Date: November 13, 2017  
 Period to:  
 Project No: 1498-17  
 Contract Date: August 30, 2017

☒ OWNER  
☐ CONSTRUCTION MGR.  
☐ ARCHITECT  
☐ CONTRACTOR  
☐ OTHER

Contract For:

Via Architect

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM
2. Net Change By Change Orders
3. CONTRACT SUM TO DATE
4. TOTAL COMPLETED AND STORED TO DATE
5. RETAINAGE

a. of Completed Work 9,902.12

b. of Stored Material 0.00

TOTAL RETAINAGE

9,902.12

6. TOTAL EARNED LESS RETAINAGE

89,119.09

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

89,119.09

8. CURRENT PAYMENT DUE

89,119.09

9. BALANCE TO FINISH, INCLUDING RETAINAGE

312,276.93

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	86,894.12	
Total approval this Month		
TOTALS	86,894.12	
NET CHANGES by Change Order	86,894.12	

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

CONTRACTOR: KSI Construction  
 By: Shawn Swaney  
 State of: Nebraska  
 County of: Douglas

Subscribed and sworn before me this 13th day of November 2017

Shawn Swaney personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of his signature were true and accurate to the best of his/her knowledge and belief.

Notary Public: Ryan J. Mullen  
 My Commission expires: April 18, 2021

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$89,119.09

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

ARCHITECT: ENGINEER

By: Yonge  
 Date: 11/13/17

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

Consent Agenda 11/21/17

A-6



A-7

**Invoice**



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

John Kottmann, PE  
Director Public Works  
City of La Vista  
Email Inv: jkottmann@cityoflavista.org  
9900 Portal Road  
La Vista, NE 68128

November 14, 2017  
Project No: 10-17105-00  
Invoice No: 0141207

Project 10-17105-00 La Vista City Centre Parking Fac SD-BN  
Billing Represents Amendment No. 002 in the amount of \$374,556 with a credit for Hourly Labor in the amount of \$88,550 and Reimbursable Consultant Billing in the amount of \$57,200 invoiced as part of Amendment No 001.

**Billing Period: September 1, 2017 to September 30, 2017**

**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Schematic Design-Labor Billed Hourly	88,550.00	100.00	88,550.00	88,550.00	0.00
AGA Consulting, Inc	57,200.00	100.00	57,200.00	57,200.00	0.00
Design Development	60,256.00	100.00	60,256.00	60,256.00	0.00
Construction Documents	149,822.00	100.00	149,822.00	117,128.80	32,693.20
Bid Negotiation	18,728.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>374,556.00</b>		<b>355,828.00</b>	<b>323,134.80</b>	<b>32,693.20</b>
<b>Total Fee</b>					<b>32,693.20</b>

**Reimbursable Expenses**

Travel Expenses-Mileage	38.53	
<b>Total Reimbursables</b>	<b>38.53</b>	<b>38.53</b>

**Total this Invoice \$32,731.73**

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

O.K. to pay  
JMK 11-14-2017  
CD-17-608  
0571.0909.003

Consent Agenda 11/21/17 (pk)

A-8

**Invoice**

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

John Kottmann, PE  
Director Public Works  
City of La Vista  
Email Inv: jkottmann@cityoflavista.org  
9900 Portal Road  
La Vista, NE 68128

November 14, 2017

Project No: 10-17105-00

Invoice No: 0141210

Project 10-17105-00 La Vista City Centre Parking Fac SD-BN

Billing Represents Amendment No. 002 in the amount of \$374,556 with a credit for Hourly Labor in the amount of \$88,550 and Reimbursable Consultant Billing in the amount of \$57,200 invoiced as part of Amendment No 001.

**Billing Period: October 01, 2017 to October 31, 2017****Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Schematic Design-Labor	88,550.00	100.00	88,550.00	88,550.00	0.00
Billed Hourly					
AGA Consulting, Inc	57,200.00	100.00	57,200.00	57,200.00	0.00
Design Development	60,256.00	100.00	60,256.00	60,256.00	0.00
Construction Documents	149,822.00	100.00	149,822.00	149,822.00	0.00
Bid Negotiation	18,728.00	90.00	16,855.20	0.00	16,855.20
<b>Total Fee</b>	<b>374,556.00</b>		<b>372,683.20</b>	<b>355,828.00</b>	<b>16,855.20</b>
<b>Total Fee</b>					<b>16,855.20</b>

**Reimbursable Expenses**

Printing & Copy Services	3.05	
Travel Expenses-Mileage	5.89	
<b>Total Reimbursables</b>	<b>8.94</b>	<b>8.94</b>

Total this Invoice \$16,864.14

**Outstanding Invoices**

Number	Date	Balance
0141207	11/14/2017	32,731.73
<b>Total</b>		<b>32,731.73</b>

O.K. to pay  
BANK 11-14-2017  
CD-17-008  
05.71.0809.003

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

Consent Agenda 11/21/17 (ek)

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
242(E)	11/09/2017	DESIGN WORKSHOP INC	41,413.76	N
125506	11/09/2017	BLADE MASTERS GROUNDS MNTNC IN	41,733.29	N
125507	11/09/2017	HDR ENGINEERING INC	16,921.79	N
125508	11/09/2017	MARK VII ENTERPRISES	72,859.10	N
125509	11/09/2017	NEBRASKA LAW ENFORCEMENT	100.00	N
125510	11/09/2017	NEBRASKA LAW ENFORCEMENT	100.00	N
125511	11/09/2017	OLSSON ASSOCIATES	58,065.46	N
125512	11/09/2017	STRATEGIC INSIGHTS INC	675.00	N
125513	11/09/2017	THOMPSON DREESSEN & DORNER	13,657.07	N
125514	11/09/2017	SPENCER MANAGEMENT	241,032.29	N
253(E)	11/16/2017	AMERICAN HERITAGE LIFE INSURANCE	1,368.76	N
254(E)	11/16/2017	DEARBORN NATIONAL LIFE INSURANC	5,955.41	N
255(E)	11/16/2017	LINCOLN NATIONAL LIFE INS CO	5,473.49	N
256(E)	11/16/2017	UNITED HEALTHCARE INSURANCE CO	713.76	N
125515	11/21/2017	3M	4,568.75	N
125516	11/21/2017	4 SEASONS AWARDS	9.50	N
125517	11/21/2017	911 CUSTOM LLC	494.20	N
125518	11/21/2017	A-RELIEF SERVICES INC	1,006.49	N
125519	11/21/2017	A.S.P. ENTERPRISES INC	40.00	N
125520	11/21/2017	AA WHEEL & TRUCK SUPPLY INC	22.68	N
125521	11/21/2017	ABDO PUBLISHING COMPANY	434.94	N
125522	11/21/2017	ACTION BATTERIES UNLTD INC	401.50	N
125523	11/21/2017	AIM	5,178.00	N
125524	11/21/2017	AMERICAN CONCRETE PRODS CO INC	315.00	N
125525	11/21/2017	AUTOSOUND AND MORE	328.50	N
125526	11/21/2017	AXON ENTERPRISE INC	1,477.60	N
125527	11/21/2017	BARONE SECURITY SYSTEMS	230.00	N
125528	11/21/2017	BLACK HILLS ENERGY	62.82	N
125529	11/21/2017	BOOT BARN	127.91	N
125530	11/21/2017	BRITE IDEAS DECORATING	762.00	N
125531	11/21/2017	BS&A SOFTWARE	20,750.00	N
125532	11/21/2017	BUETHE, PAM	43.34	N
125533	11/21/2017	BUILDERS SUPPLY CO INC	197.67	N
125534	11/21/2017	CENTER POINT PUBLISHING	340.35	N
125535	11/21/2017	CENTURY LINK	525.24	N
125536	11/21/2017	CITY OF OMAHA	210,725.63	N
125537	11/21/2017	CITY OF PAPILLION	8,719.55	N
125538	11/21/2017	CLASS C SOLUTIONS GROUP	379.33	N
125539	11/21/2017	CONRECO INCORPORATED	102.00	N
125540	11/21/2017	CONSOLIDATED MANAGEMENT	409.39	N
125541	11/21/2017	CONTINENTAL RESEARCH CORP	444.10	N
125542	11/21/2017	COSGRAVE COMPANY	162.00	N
125543	11/21/2017	COX COMMUNICATIONS	307.40	N
125544	11/21/2017	CULLIGAN OF OMAHA	87.90	N
125545	11/21/2017	DAIKIN APPLIED	322.77	N
125546	11/21/2017	DELL MARKETING L.P.	3,568.98	N
125547	11/21/2017	DEMCO INCORPORATED	87.33	N
125548	11/21/2017	DI MAURO, JAYSON	130.00	N
125549	11/21/2017	DOUBLE K FEED INC	160.00	N
125550	11/21/2017	DOUGLAS COUNTY ENGINEER	3,000.00	N
125551	11/21/2017	DOUGLAS COUNTY SHERIFF'S OFC	950.00	N
125552	11/21/2017	DULTMEIER SALES & SERVICE	18.25	N
125553	11/21/2017	EBIX, INC.	178.56	N
125554	11/21/2017	EMBLEMS INC	420.00	N
125555	11/21/2017	DAVID FAIRCHILD	216.00	N
125556	11/21/2017	FASTENAL COMPANY	21.53	N
125557	11/21/2017	FBG SERVICE CORPORATION	5,965.00	N
125558	11/21/2017	FEDEX KINKO'S	10.48	N
125559	11/21/2017	FERRELLGAS	320.80	N
125560	11/21/2017	FIRE PROTECTION SERVICES LLC	700.00	N

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
125561	11/21/2017	FIRST NATIONAL BANK FREMONT	1,997,946.25	N
125562	11/21/2017	FIRST WIRELESS INC	454.40	N
125563	11/21/2017	G I CLEANER & TAILORS	160.00	N
125564	11/21/2017	GENUINE PARTS COMPANY-OMAHA	1,073.20	N
125565	11/21/2017	GREENKEEPER COMPANY INC	302.00	N
125566	11/21/2017	GROSS BELGIANS INC	1,400.00	N
125567	11/21/2017	HAMPTON INN-KEARNEY	1,209.45	N
125568	11/21/2017	HARTS AUTO SUPPLY	178.00	N
125569	11/21/2017	HERITAGE CRYSTAL CLEAN LLC	647.68	N
125570	11/21/2017	HONEYMAN RENT-ALL #1	3,497.03	N
125571	11/21/2017	HONG'S ALTERATION & DRY CLEANIN	274.00	N
125572	11/21/2017	HUNTEL COMMUNICATIONS, INC	1,357.04	N
125573	11/21/2017	HURST, JEAN	208.68	N
125574	11/21/2017	ICMA MEMBERSHIP RENEWALS	912.87	N
125575	11/21/2017	INGRAM LIBRARY SERVICES	1,995.97	N
125576	11/21/2017	J & J SMALL ENGINE SERVICE	42.51	N
125577	11/21/2017	JONES AUTOMOTIVE INC	401.00	N
125578	11/21/2017	BRIAN KINDLEY	20.00	N
125579	11/21/2017	KRIHA FLUID POWER CO INC	82.84	N
125580	11/21/2017	LARSEN SUPPLY COMPANY	97.39	N
125581	11/21/2017	LEADS ONLINE LLC	2,848.00	N
125582	11/21/2017	LIBRARY IDEAS LLC	3,626.00	N
125583	11/21/2017	LOGAN CONTRACTORS SUPPLY	250.36	N
125584	11/21/2017	LOVELAND GRASS PAD	73.80	N
125585	11/21/2017	LOWE'S CREDIT SERVICES	128.75	N
125586	11/21/2017	LYON, MICHAEL	125.00	N
125587	11/21/2017	MALLOY ELECTRIC	2,230.26	N
125588	11/21/2017	MARTIN MARIETTA AGGREGATES	436.36	N
125589	11/21/2017	MASTER MECHANICAL SERVICE INC	1,009.00	N
125590	11/21/2017	MATHESON TRI-GAS INC	233.17	N
125591	11/21/2017	MAX I WALKER UNIFORM RENTAL	586.63	N
125592	11/21/2017	MENARDS-RALSTON	480.61	N
125593	11/21/2017	METROPOLITAN COMMUNITY COLLEG	11,022.14	N
125594	11/21/2017	METROPOLITAN UTILITIES DIST.	383.21	N
125595	11/21/2017	MICHAEL TODD AND COMPANY INC	8,696.00	N
125596	11/21/2017	MID CON SYSTEMS INCORPORATED	241.96	N
125597	11/21/2017	MID-AMERICAN BENEFITS INC	604.50	N
125598	11/21/2017	MILLER PRESS	307.00	N
125599	11/21/2017	MNJ TECHNOLOGIES DIRECT INC	780.00	N
125600	11/21/2017	MOTOROLA SOLUTIONS INC	4,447.80	N
125601	11/21/2017	NE DEPT OF MOTOR VEHICLE-94789	19.80	N
125602	11/21/2017	NEBRASKA LAW ENFORCEMENT	308.00	N
125603	11/21/2017	NEBRASKA LIBRARY COMMISSION	1,353.85	N
125604	11/21/2017	NEBRASKA SALT & GRAIN COMPANY	49,815.67	N
125605	11/21/2017	NEBRASKA STATEWIDE ARBORETUM	100.00	N
125606	11/21/2017	NEWSBANK	2,550.00	N
125607	11/21/2017	NEX TRAQ INC	3,448.80	N
125608	11/21/2017	NMC EXCHANGE LLC	218.45	N
125609	11/21/2017	NORTON, JODI	186.18	N
125610	11/21/2017	NUTS AND BOLTS INCORPORATED	285.07	N
125611	11/21/2017	O'REILLY AUTOMOTIVE STORES INC	199.02	N
125612	11/21/2017	OCLC INC	149.77	N
125613	11/21/2017	OFFICE DEPOT INC	358.50	N
125614	11/21/2017	OMAHA PUBLIC POWER DISTRICT	39,568.57	N
125615	11/21/2017	OMAHA WINNELSON	44.00	N
125616	11/21/2017	OMAHA WORLD-HERALD	1,756.44	N
125617	11/21/2017	OMNIGRAPHICS INC	141.55	N
125618	11/21/2017	ONE CALL CONCEPTS INC	339.96	N
125619	11/21/2017	PAPILLION SANITATION	1,465.22	N
125620	11/21/2017	PHAM, RACHEL THUY LINH	150.00	N

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
125621	11/21/2017	PITNEY BOWES GLOBAL FIN SVCS	526.71	N
125622	11/21/2017	PLAINS EQUIPMENT GROUP	2,014.05	N
125623	11/21/2017	SUPERIOR LAMP INC	147.89	N
125624	11/21/2017	PROJECT EXTRA MILE	140.00	N
125625	11/21/2017	RDG GEOSCIENCE & ENGINEERING	650.00	N
125626	11/21/2017	READY MIXED CONCRETE COMPANY	4,921.74	N
125627	11/21/2017	REPCO MARKETING INC	26.50	N
125628	11/21/2017	RIVER CITY RECYCLING	459.03	N
125629	11/21/2017	RUFFNER, JAMES	130.00	N
125630	11/21/2017	SARPY COUNTY TREASURER	12,439.75	N
125631	11/21/2017	SCHOLASTIC BOOK FAIRS	471.85	N
125632	11/21/2017	SECURITY EQUIPMENT INC.	1,320.00	N
125633	11/21/2017	SEFFRON, RANDY	130.00	N
125634	11/21/2017	SHAMROCK CONCRETE COMPANY	789.49	N
125635	11/21/2017	SOUTHERN UNIFORM & EQUIPMENT	286.47	N
125636	11/21/2017	SPENCER FANE LLP	2,612.25	N
125637	11/21/2017	STEVENS REAL ESTATE	1,250.00	N
125638	11/21/2017	TED'S MOWER SALES & SERVICE	96.25	N
125639	11/21/2017	THE GUTTER TRUCK LLC	17,995.00	N
125640	11/21/2017	THERMO KING CHRISTENSEN	158.72	N
125641	11/21/2017	THORNBURG, JEFF	50.00	N
125642	11/21/2017	TOSHIBA FINANCIAL SERVICES	138.00	N
125643	11/21/2017	TRANS UNION RISK AND	93.55	N
125644	11/21/2017	TRUCK CENTER COMPANIES	51.64	N
125645	11/21/2017	U.S. CELLULAR	703.81	N
125646	11/21/2017	ULRICH, BEN	60.00	N
125647	11/21/2017	UNITE PRIVATE NETWORKS LLC	3,850.00	N
125648	11/21/2017	V & V MANUFACTURING INC	329.85	N
125649	11/21/2017	VALUATION SERVICES	2,500.00	N
125650	11/21/2017	VERNON COMPANY	399.18	N
125651	11/21/2017	WICK'S STERLING TRUCKS INC	198,542.87	N
125652	11/21/2017	WILKINSON LODGING LLC	182.00	N
125653	11/21/2017	WOODHAVEN COUNSELING ASSOCS	250.00	N
TOTAL:			3,181,738.98	

APPROVED BY COUNCIL MEMBERS ON: 11/21/2017

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 8, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
NEGLECTED BUILDING REGISTRATION PROGRAM	RESOLUTION ◆ ORDINANCE RECEIVE/FILE DISCUSSION	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

An ordinance has been prepared for Council to consider adoption of a Neglected Building Registration Code.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Over the years, there have been several properties which were damaged by fire or collision which became neglected and therefore a concern to neighbors and the Council. After researching issues associated with vacant structures, staff identified example building registration codes which are intended to address this problem and presented this information to Council at their meeting on June 20, 2017. Following discussion, the Council directed staff to prepare an ordinance to adopt a program which would address neglected buildings.

Attached is the final draft of the ordinance which has been reviewed by the City Attorney for your consideration.

Related updates to the Master Fee Schedule will be presented to City Council at the next meeting, as additional amendments to other areas of that ordinance are being considered.

ORDINANCE NO. \_\_\_\_

AN ORDINANCE TO ADOPT AND CODIFY THE NEGLECTED BUILDING REGISTRATION PROGRAM AS SECTION 150.80 OF THE LA VISTA MUNICIPAL CODE; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA

I. That the neglected building registration program set forth below is hereby adopted, enacted and codified as Section 150.80 of the La Vista Municipal Code.

**SECTION 150.80: NEGLECTED BUILDING REGISTRATION PROGRAM**

Section

*[REVISE TABLE WHEN ORDINANCE FINALIZED]*

150.80.0	Establishment of Neglected Building Registration Program
150.80.1	Findings, Purpose and Intent of Neglected Building Registration Program
150.80.2	Scope
150.80.3	Definitions
150.80.4	Administration and Enforcement
150.80.5	Chapter Not Exclusive
150.80.6	Duty to Register Neglected Building
150.80.7	Local Agent Required
150.80.8	Registration Penalty; Lien on Property; Assessment Process
150.80.9	Registration Penalty; Notice
150.80.10	Reinspection
150.80.11	Removal from Registration List
150.80.12	Registration Non-Transferable
150.80.13	Appeals to Board of Appeals
150.80.14	Failure to Reimburse Registration Fees or Pay Civil Penalties
150.80.15	Collection and Distribution of Fees and Penalties
150.80.16	Criminal Violations; Penalties

**Section 150.80.0. ESTABLISHMENT OF NEGLECTED BUILDING REGISTRATION PROGRAM.**

A Neglected Building Registration Program is hereby established for the City of La Vista, Nebraska pursuant to authority granted by Nebraska law, as adopted or amended from time to time, including, but not limited to, Neb. Rev. Stat. Section 16-246.

**Section 150.80.1 FINDINGS, PURPOSE AND INTENT OF THE NEGLECTED BUILDING REGISTRATION PROGRAM.**

The Mayor and City Council make the following findings:

(1) Much of the original housing of the City is approaching 60 years of age. As housing ages, there is an increasing need for regular monitoring and action to maintain it and keep the City's neighborhoods in good, safe and sanitary condition and repair.

(2) Vacant and neglected residential buildings are a source of blight within a neighborhood.

(3) Owners who fail to maintain vacant residential properties create eyesores that lead to increased risk of trespass, vandalism and other criminal activity, dangers to residents and their property, declining property values, and a burden to the neighborhood and community.

(4) Vacant and neglected residential buildings can have a deleterious affect and be a significant contributing factor to the decline of a neighborhood and are a threat to the public health, safety, and welfare.

(5) Vacant and neglected residential buildings constitute a public nuisance.

(6) It is the obligation of the responsible parties to prevent these properties and buildings from becoming a burden to the neighborhood and community and a threat to the public health, safety, and welfare.

(7) A program that establishes and enforces a registration system to monitor vacant and neglected residential buildings and promotes compliance to keep such properties in a safe, sanitary, and properly maintained condition, or to restore them to such condition, is in the public interest, good for the neighborhoods in which such properties are located, and in the interests of all residents of the City.

(8) Livable housing and neighborhoods sustain the City's property tax base.

Based on the foregoing and to correct or prevent negative consequences of neglected residential buildings, the Mayor and City Council have determined that it is necessary, desirable, appropriate and in the public interest to implement a uniform neglected building registration program for vacant residential properties.

The purpose of this Neglected Building Registration Program is to provide for registration and inspection of vacant and neglected residential buildings to promote compliance with the municipal code and other applicable laws. The intent of this Neglected Building Registration Program includes:

(1) Reducing risks of conditions that are catalysts for unlawful activities, declining neighborhoods, and dangers to persons or property;

(2) Promoting the health, safety, and welfare of the persons living near vacant and neglected residential buildings;

(3) Promoting the repair and rehabilitation of vacant and neglected residential buildings;

(4) Promoting the occupancy of vacant residential buildings;

(5) Preserving of the existing housing supply and neighborhoods;

(6) Helping to maintain property values and the City's tax base;

(7) Working toward preventing or eliminating substandard and deteriorating housing; and

(8) Maintaining a living environment that contributes to healthful individual and family living.

#### **Section 150.80.2 SCOPE.**

This Section 150.80 (also referred to as "subchapter") applies to any residential building within the corporate limits of the City of La Vista, Nebraska.

#### **Section 150.80.3 DEFINITIONS.**

Unless otherwise provided herein either expressly or by the context, the following terms shall have the corresponding meanings when used in this subchapter:

**"BOARDED UP"** means that some or all of the building's doors or windows, or door or window openings, have been covered with plywood, wood, or metal sheeting, paneling, or other materials other than permanently installed doors or windows, for the purpose of preventing entry into the building by persons, animals, or the elements of weather.

**"BUILDING"** or "Residential Building" means an enclosed structure containing one or more dwelling units primarily arranged, designed, used, or intended for permanent or continuous occupancy or use for residential purposes, and including without limitation all accessory or other structures and improvements of or benefiting the property on which a building is located.



**"BUILDING DEPARTMENT"** means the Building Division of the Community Development Department.

**"BUILDING OFFICIAL"** means the Chief Building Official of the City of La Vista or his or her designee.

**"CITY CODE"** means the La Vista Municipal Code.

**"DETERIORATION"** means the state, or process of becoming, impaired or inferior in quality, function, or condition, including without limitation, to weaken, disintegrate, corrode, rust or decay, and lose effectiveness; and/or the lowering in quality of the condition, stability, integrity, effectiveness, function, or appearance of a property, building, structure or improvements, or any parts thereof, characterized by holes, breaks, rot, crumbling, peeling, rusting, or any other evidence of physical decay or neglect or extraordinary use, wear and tear, or lack of maintenance, replacement, or repairs of a significant or widespread nature as opposed to a limited, isolated, or concentrated nature.

**"DIRECTOR"** means the Community Development Director or his or her designee.

**"DWELLING"** means any building that contains one or more dwelling units constructed or used for residential purposes, or intended or designed to be built, used, rented, leased, let, or hired out to be occupied for residential purposes, excluding hotels and motels. This includes, but is not limited to, single family houses, duplexes, apartments, and other similar buildings or structures.

**"DWELLING UNIT"** means a single unit, with one or more rooms, providing independent living facilities for residential purposes of one or more persons.

**"EFFECTIVE DATE"** means the effective date of this subchapter, which shall be \_\_\_\_\_, 2017.

**"LOCAL AGENT"** means an agent of the owner pursuant to Section 150.80.7.

**"NEGLECTED BUILDING"** means an unoccupied dwelling with respect to which one or more of the following have occurred:

(A) Within the last six months, the property is the subject of two or more notices of violation of the provisions of applicable federal, state or local laws or regulations, including without limitation, Chapter 50, 91, 92, 93, 133, or 150 of the city code;

(B) The dwelling is unsecured for 30 days or more;

(C) The dwelling has sustained significant fire, wind, water, or other damage and is uninhabitable and diligent, consistent efforts to repair, rehabilitate, demolish, or remove the building are not evident within 60 days after the occurrence resulting in the damage described herein;

(D) The dwelling has been declared a nuisance pursuant to applicable State Statutes, or Ordinances or regulations of the City, including without limitation, Neb. Rev. Stat. §18-1722 or Chapter 92 of the city code;

(E) The dwelling has been boarded up for a period of more than 60 days;

(F) The dwelling has been declared and placarded by the Building Department as a dangerous building or an unsafe structure pursuant to applicable State Statutes, or Ordinances or regulations of the City, including without limitation Section 92.15 or Chapter 150 of the city code;

(G) The dwelling has sustained substantial deterioration due to the lack of maintenance, replacement, or repairs and the owner has failed to comply with a previous notice to correct a violation of the city code;

(H) The owner has failed to appear and a warrant has been issued in the County Court of Sarpy County, Nebraska, for a violation of federal, state or local laws or regulations, including without limitation, Chapter 50, 91, 92, 93, 133, or 150 of the city code regarding an unoccupied building or structure with violations under such laws or regulations; or

(I) The owner has refused to accept service of notices of violation of applicable laws or regulations, including without limitation, Chapter 50, 91, 92, 93, 133, or 150 of the city code, when service has been attempted.

**"OCCUPANCY"** means actual possession and use of a property.

**"PERSON"** means any individual, firm, association, corporation, company, syndicate, partnership, limited liability company, or other legal entity, or any natural person.

**"PROPERTY"** means all real property in connection with a neglected building, including the parcel on which the building is located.

**"PROPERTY MANAGER"** means a person responsible for the management of the dwelling other than the property owner. A property manager shall be deemed to be the property owner's agent for purposes of this subchapter unless the property owner otherwise advises the City in writing.

**"PROPERTY OWNER" or "OWNER"** means any person who alone or with others holds legal title to a dwelling, dwelling unit, or property as recorded with the Sarpy County Register of Deeds, or an equitable interest in such dwelling, dwelling unit, or property, or otherwise has care, custody, or control of the dwelling, dwelling unit, or property as guardian, conservator, receiver, trustee, executor, administrator, beneficiary, or other representative or represented capacity, to the extent proof of such control is presented to the satisfaction of the Building Official. All holders of any legal or equitable title or interest in a dwelling, dwelling unit, or property shall be jointly and severally liable as owners and property owners under this subchapter.

**"PROPERTY OWNER'S AGENT"** means a person designated by a property owner as an agent to act on behalf of and bind the property owner in all matters arising out of or under this subchapter, except to the extent such authority shall be expressly limited as provided in writing to the Building Official. A property manager shall be deemed to be the property owner's agent for purposes of this subchapter unless the property owner otherwise advises the City in writing.

**"RESIDENTIAL PURPOSES"** means occupancy or use for residential or living quarters, including without limitation shelter, cooking, eating, sanitation, and/or sleeping by one or more persons.

**"UNOCCUPIED BUILDING"** means a building that is not actively used as a dwelling.

**"UNSECURED"** means that access to part or all of an unoccupied building may be obtained with little or no effort, including without limitation, by way of any open, unlocked, damaged, broken, weakened, compromised, or missing doors, windows, or other components. (Ord. \_\_\_\_; \_\_ date \_\_)

#### **Section 150.80.4. ADMINISTRATION AND ENFORCEMENT.**

(A) The Building Official or his or her designee shall be primarily responsible for administration and enforcement of this subchapter, including without limitation, interpretation of the provisions thereof, and shall be authorized to designate any other persons to assist in carrying out any task or function.

(B) Inspections. The Building Official or his or her designee shall be authorized and directed from time to time to make inspections to carry out this subchapter and safeguard the welfare and safety of the general public, including without limitation, to determine the condition of a property and sufficiency of any corrective actions. Inspections may be conducted at such times as the Building Official determines necessary, including inspections on a complaint basis. Any inspection pursuant to this subchapter shall be subject to voluntary consent or pursuant to a warrant or other court order in accordance with applicable law.

(1) Notice. At least ten days advance written notice of inspection shall be provided to a property owner in accordance with applicable law.

(2) Access.

(a) It shall be the responsibility of the property owner or the property owner's agent to be present at the property at the date and time of all initial and subsequent inspections to provide access for the inspection. Failure to be present at any initial or follow-up inspection will result in an additional administrative and rescheduling fee in accordance with the master fee ordinance, in addition to any other rights or remedies available to the city.

- (b) If any property owner or other person lawfully in control of a property or dwelling contained therein fails or refuses to consent to access and entry to the property or dwelling under its/his/her ownership or control for any inspection pursuant to this subchapter, the Building Official shall apply for and obtain a warrant or other appropriate court order authorizing such inspection in accordance with applicable law, including but not limited to, Neb. RS 29-830 et seq.
- (c) Access requirements or inspections provided under this subchapter shall be in addition and supplemental to any other access or inspection in accordance with applicable law.
- (d) **Inspection Fees.** An initial inspection shall be conducted at no charge. Inspection of a property after the initial inspection also shall be conducted at no charge if violations have been corrected. If any violation has not been corrected, a fee shall be charged for inspections after the initial inspection as provided in the master fee ordinance, which fee shall be due and payable before a property is removed from the registration list.

(C) Any officer, official, or employee of the City charged or assisting with administration or enforcement of this subchapter shall not, in the discharge of his/her duties, thereby render himself/herself liable personally. Any suit brought against an officer, official, or employee of the City because of such act performed by him or her in the administration or enforcement of any of the provisions of this subchapter shall be defended by the City until the final termination of the proceedings therein.

#### **Section 150.80.5. CHAPTER NOT EXCLUSIVE.**

This subchapter in no way limits the remedies, penalties, actions, or abatement measures which may be taken by the Building Official or City at law or in equity for a violation described in this subchapter that also constitutes a violation under any other applicable federal, state or local laws or regulations.

#### **Section 150.80.6. DUTY TO REGISTER NEGLECTED BUILDING.**

(A) **NOTICE OF NEGLECTED BUILDING.** The Building Official or Building Division shall notify the property owner of any determination that a dwelling is a neglected building. Such notice shall be personally delivered or mailed regular first class U.S. mail, postage prepaid, addressed to the owner of said property as the owner's name and address appears on the last equalized assessment roll of Sarpy County. Mailed service shall be deemed good service upon deposit with the United States Postal Service, postage prepaid.

- (1) Service to the owner appearing on the last equalized assessment roll of Sarpy County shall suffice for purposes of notice under this subchapter when a property has multiple owners.
- (2) Service on a property owner's agent shall be deemed good service on the owner.
- (3) A copy of the notice under this subsection (A) shall be recorded by the City Clerk in the records of the Register of Deeds of Sarpy County, Nebraska and indexed against the property.

(B) **REGISTRATION OF NEGLECTED BUILDING.** The owner of a neglected building no later than thirty days after notice pursuant to subsection "A" shall register such neglected building with the Building Department.

#### **(C) APPLICATION FOR REGISTRATION.**

- (1) An application to register a neglected building satisfying the requirements of this subchapter shall be filed with the City of La Vista and be accompanied by all applicable registration fees as described herein and/or established by the master fee ordinance from time to time.

(2) **Specific Requirements.** The application to register a neglected building shall be made in such manner as determined from time to time by the Building Official and include without limitation the following information:

- (a) The correct legal description and address of the property.
- (b) Names, street addresses, telephone numbers, and e-mail addresses (if applicable) of the property owner or owners;
- (c) Names, street addresses, and telephone numbers of all known lienholders and all other parties with a legal or equitable interest in the property;
- (d) Names, street addresses, telephone numbers, and e-mail addresses (if applicable) of the property owner's agent, if applicable, and of the local agent;
- (e) The length of time the building is reasonably expected to remain unoccupied under the circumstances and plan for occupancy;
- (f) A plan and timetable to correct and bring the building into compliance with applicable federal, state, or local laws or regulations constituting the bases for a neglected building determination;
- (g) If the owner does not intend to sell, repair, or rehabilitate the building(s), the owner shall provide a plan for the removal or demolition of all buildings and structures, including a reasonable timeline for completion; and
- (h) Such other information as the Building Official from time to time determines necessary or appropriate to carry out purposes or provisions of this subchapter.

(D) **REGISTRATION DETERMINATION.** A neglected building shall not be deemed registered until all requirements of registration have been satisfied as determined by the Building Official. The Building Official shall have the authority to deny a registration for any failure to do so, or for reasons that the Building Official determines sufficient considering the purposes of this subchapter, including without limitation the following:

- (1) Any information supplied for the registration is incomplete, false, fictitious, or inaccurate;
- (2) The timetable proposed by any owner for taking any action is unreasonably long, including without limitation a proposed timetable for bringing the building into compliance;
- (3) The plan for any action proposed by an owner is insufficient, including without limitation any plan for repairs and bringing the building into compliance that does not address or correct the violations or deficiencies identified by the Building Official or Building Department;
- (4) Any required action of a property owner is more than 30 days past due; or
- (5) More than 90 days have passed since the first notice of registration has been served or delivered to the property owner or property owner's agent, and registration has not been accomplished.

(E) In the event a registration is denied, the Director shall consult with the City Attorney for consideration of further action. The City Attorney, as directed by the City Administrator or City Administrator's designee, may take any action as the City Administrator or City Administrator's designee determines necessary or appropriate to enforce this subchapter.

(F) In addition to any other remedy permitted in this subchapter, chapter, or city code, in the event an owner fails to timely register or re-register a neglected building as required herein, the City may register or re-register the building, and the registration fees, all penalties, and other consequences that may or shall apply to the owner of the property due to the owner's

failure to register shall be equally enforceable when the building is registered or re-registered by the City. In the event the City registers a neglected building, such registration shall only require the information set forth in subsections a through c of subsection (C)(2) above. Notice of such registration by the City shall be sent to the property owner or the property owner's agent in the same manner set forth in subsection (A) above.

(G) The owner of any dwelling that has been placarded as an unsafe or dangerous structure for 180 days or more as of the date of passage of this section shall have 90 days from said date of passage to correct violations and otherwise bring the building(s) into compliance with applicable laws and regulations.

(H) The Building Department shall maintain a registration list identifying all properties currently registered and describing all actions taken with respect to each registered building.

(I) Each registration automatically shall expire and terminate at the end of 90 days unless earlier removed from the registration list. If the building has not been removed from the registration list at the expiration of a registration herein, the property owner shall re-register the building pursuant to this section.

(J) **REGISTRATION FEES.** The property owner shall pay a registration fee at the time of registration. Neglected building registration fees shall be in such amounts as provided in the master fee ordinance from time to time. Once registered, a new registration fee shall be due and payable for each additional 90-day period thereafter, or portion thereof, as though registered for the first time, until the building is removed from the list. In the event the City registers or re-registers a neglected building, the registration fee, by virtue of the City undertaking performance of the registration or re-registration function, shall be deemed paid by the City and shall be a cost for which owner is liable and shall become a lien on the property as set forth in Section 150.80.8. Accrual of reimbursable registration fees shall be separate from and in addition to any civil penalties permitted in this subchapter or other provisions of the city code or applicable law. Fees for each additional 90-day period shall become a lien on the property as set forth in Section 150.80.8.

#### **Section 150.80.7. LOCAL AGENT REQUIRED.**

The property owner of any neglected property covered by this subchapter shall be available to respond to an emergency on a twenty-four (24) hour basis. This requirement may be met by maintaining an operating business or residence within sixty (60) miles of the property at which the property owner or property owner's agent is regularly present, or by use of a responsible local agent who resides within Sarpy County or an adjoining county; any of whom can be contacted on a twenty-four (24) hour basis. If the property owner's agent or a local agent is used, the property owner shall provide the City with the name, address, and telephone number of the property owner's agent or local agent in addition to owner information. A post office box, mailing address, or toll free numbers shall not be deemed sufficient to meet the provisions of this section. The owner's designation of an agent shall not relieve the owner of an obligation to comply with the provisions of this subchapter or any other provisions of the city code or laws of the State of Nebraska.

#### **Section 150.80.8. REGISTRATION PENALTY; LIEN ON PROPERTY; ASSESSMENT PROCESS.**

(A) In addition to reimbursing the City for all registration fees deemed paid by the City, any owner who fails to timely register a neglected building, as required by this chapter, shall be liable for a civil penalty not to exceed \$500.00 as determined by the Director.

(B) Each civil penalty herein shall automatically renew for an additional 90 days unless the neglected building is removed from the registration list as set forth in this chapter with new fees assessed pursuant to Section 150.80.6.

(C) If a building continues to meet the definition of a neglected building for a period of more than 90 calendar days after notice is given, or has been registered, and the owner fails or refuses to register or re-register the neglected building after the initial registration expires, or if the City has not been reimbursed for any portion of registration fees deemed paid by the City, or an assessed civil penalty is not paid, the Director may continue to assess a penalty not to exceed \$500.00 for each 90-calendar-day period, or portion thereof, the neglected building continues to be unregistered or the registration fees or civil penalties are not paid. At no time shall the amount of unreimbursed registration fees, civil penalties, and assessments exceed \$4,000.00 per building in a calendar year, but shall be cumulative in following years. The

Director may reduce, waive, or stay the imposition of a civil penalty herein for good cause shown by the owner in efforts to comply with this section of an approved plan.

(D) All registration fee reimbursements and civil penalties assessed shall be payable directly to the City.

(E) The owner of the property at the time any notice under Section 150.80.6 is issued shall be personally liable for all unreimbursed registration fees and unpaid civil penalties and any unreimbursed fees and penalties shall also be a lien on any real estate upon which the neglected building is wholly or partially located, from the date of assessment of fees and civil penalties. Interest as allowed by applicable Nebraska law shall also accrue unless reduced, waived or stayed by the Director

(F) The Director shall be authorized to develop policies and procedures for the implementation of this penalty.

(G) The Director shall keep an itemized account of the expenses incurred by the City pursuant to this section. For assessment of unpaid fees and civil penalties hereunder, the Director shall prepare and file with the City Clerk a report specifying the actions taken, the itemized and total cost of the actions, a description of the real property upon which the building or structure is or was located, and the names and addresses of the owners of the property.

(H) Upon receipt of said report, the City Clerk shall present it to the City Council for consideration. The City Council shall fix a time, date, and place for hearing said report and any protests or objections thereto. The City Clerk shall cause notice of said hearing to be posted upon the property involved, published once in a newspaper of general circulation in the City, and served by regular first class U.S. mail, postage prepaid, addressed to the owner of said property as the owner's name and address appears on the last equalized assessment roll of the county, if such so appears, or as known to the clerk. Deposit of the notice with the United States Postal Service shall be deemed good service. Such notice shall be given at least ten days prior to the date set for the hearing and shall specify the day, hour, and place the Council will hear and pass upon the Director's report, together with any objection or protests which may be made thereto, and assess such property with such cost. Such assessment shall be a lien upon such property from the date of assessment, shall become delinquent thirty days after the date of assessment, and shall draw interest from said date until paid at the same rate as provided by law for delinquent general real estate taxes. Foreclosure on a lien shall be pursuant to Nebraska law.

#### **Section 150.80.9. REGISTRATION PENALTY; NOTICE.**

(A) Whenever the owner of a neglected building fails to timely register or re-register such building or if the City registers or re-registers a neglected building, a Notice of Registration Penalty shall be issued to the owner within 10 days after the date for registration or re-registration.

(B) A separate Notice of Registration Penalty shall be issued for each subsequent registration fee or civil penalty that may be assessed.

(C) The Notice of Registration Penalty shall be sent to the owner or resident agent by regular first class U.S. mail or personal service and shall be deemed good service upon deposit with the United States Postal Service, if first class mail is used. Service upon the resident agent shall be deemed to be good service upon the owner.

(D) All Notices of Registration Penalty shall be recorded in the offices of the City Clerk and the Register of Deeds for Sarpy County, Nebraska and indexed against the property.

#### **Section 150.80.10. REINSPECTION**

The Building Official or his or her designee may periodically reinspect neglected buildings to ensure compliance with this subchapter and all applicable court or administrative orders.

#### **Section 150.80.11. REMOVAL FROM REGISTRATION LIST.**

(A) A neglected building shall be removed from the registration list and requirements of this chapter by the Director upon such building meeting one or more of the following:

- (1) Correcting all applicable violations and all registration and other fees and penalties have been paid in full;
- (2) Removal or demolition by the owner;
- (3) Removal or demolition by the City of La Vista; or
- (4) Discharge of all assessed registration and other fees and penalties and/or liens upon the property through a foreclosure or other legal process; or

(B) Removal from the registration list shall not result in the reduction, waiver, discharge, release, or other modifications to fees or penalties assessed to the property except as may be ordered by a court of law with competent jurisdictions or as may be modified by the Director herein.

(C) The Director, within 30 days after a building satisfies subsection (A)(1) above, shall record a Notice of Compliance with the Register of Deeds stating that, as of the date of the Notice of Compliance, the property complies with the city code.

(D) The Director, in consultation with the City Attorney, may remove a neglected building from the list in the event the Director determines that the interests of the City and the purpose of this ordinance are best served by removal. Such a finding or determination shall be in writing before becoming effective. All such findings or determinations shall be recorded with the City Clerk.

#### **Section 150.80.12. REGISTRATION NON-TRANSFERABLE.**

If the neglected building is required to be registered pursuant to this subchapter, a new registration shall be required for each change of ownership of the building. The seller of a neglected building, which is registered with the Building Department pursuant to this subchapter, shall notify the Building Department within ten business days after the sale or other transfer or conveyance of any registered property. The Director may waive the requirement of a registration following a conveyance if sufficient evidence is provided that action will be taken immediately after the sale to bring the building back into compliance with applicable requirements or remove or demolish the neglected building.

#### **Section 150.80.13. APPEALS TO BOARD OF APPEALS.**

Any decision or action of the Director or Building Official related to this subchapter shall be subject to such procedural requirements as described in the International Property Maintenance Code or other applicable law, including any rights of appeal.

#### **Section 150.80.14. FAILURE TO REIMBURSE REGISTRATION FEES OR PAY CIVIL PENALTIES.**

In the event that any person fails to reimburse the City for registration fees or pay civil penalties assessed herein, the City Attorney, as directed by the City Administrator or his or her designee, is authorized to seek the recovery of all such registration fees and civil penalties by any means allowed by law. In the event the City Attorney forecloses on any liens assessed under this subchapter, notice shall be given to the owner in accordance with applicable law.

#### **Section 150.80.15. COLLECTION AND DISTRIBUTION OF FEES AND PENALTIES.**

Any collection or reimbursement of fees and costs incurred due to the registration of a neglected building by the City, and any penalties collected herein shall be deposited in the General Fund and appropriated or distributed pursuant to applicable law. No fee or any other amount paid the city under this subchapter in any case shall be refunded, except to the extent equity may require as determined by the City Administrator or the City Administrator's designee in his or her sole discretion.

#### **Section 150.80.16. CRIMINAL VIOLATIONS; PENALTIES.**

Any person upon whom a duty is placed by the provisions of this subchapter who shall fall, neglect, or refuse to perform such duty, or who shall violate a provision of this subchapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not to exceed \$500.00 or be imprisoned in the county jail for a period not to exceed six months, or both, except that each person so convicted shall be fined in a sum of not less than \$200.00 for the first offense, not less than \$300.00 for a second offense, and not less than \$400.00 for the third offense and each offense thereafter. The penalty herein provided shall be cumulative with and in addition to the revocation, cancellation, or forfeiture of any license, permit, or right elsewhere provided for or as provided by law. Each day that a violation of this subchapter continues shall constitute a separate and distinct offense and shall be punishable as such.

**II. REPEAL OF CONFLICTING PROVISIONS.** Any conflicting provision of any previously enacted ordinance is hereby repealed.

**III. SEVERABILITY.** If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

**IV. EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 21ST DAY OF NOVEMBER, 2017.

CITY OF LA VISTA

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

ATTEST:

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



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 21, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
SERVICE LINE WARRANTY PROGRAM	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared authorizing the City of La Vista to enter into a Marketing Agreement with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America.

**FISCAL IMPACT**

The proposed marketing agreement places no fiscal impact on the City of La Vista. Service Line Warranties of America will compensate the City of La Vista \$0.50 per Product for each month that a Product is in force for a Residential Property Owner, aggregated and paid annually for:

- a. City logo on letterhead, advertising, billing, and marketing materials
- b. Signature by City official

**Products offered:**

- a. External sewer/septic line warranty (initially, \$7.75 per month; \$88.00 annually)
- b. External water service line warranty (initially, \$6.75 per month; \$76.00 annually)
- c. In-home plumbing warranty (initially, \$9.99 per month; \$114.99 annually)

**RECOMMENDATION**

Approval

**BACKGROUND**

This item was tabled at the October 3, 2017 City Council meeting. The National League of Cities (NLC) and Utility Service Partners created the NLC Service Line Warranty Program to help city residents save money, ease the frustration over utility line failures and introduce a new service offering to the community. A packet explaining the Service Line Warranty Program has been included, along with a copy of the Marketing Agreement.

The City of Papillion has been involved with this program for several years and reports they have had no issues with the program. The City of Papillion has been receiving approximately \$8,000 a year in licensing fees from the program.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A MARKETING AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC DBA SERVICE LINE WARRANTIES OF AMERICA.

WHEREAS, The Mayor and City Council have determined that a service line warranty program is necessary; and

WHEREAS, Utility Service Partners Private Label dba Service Line Warranties of America provides such program; and

WHEREAS, There is no fiscal impact on the City of La Vista for this program; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, do hereby authorize the execution of a marketing agreement with Utility Service Partners Private Label dba Service Line Warranties of America, in form and content approved by the City Attorney and City Administrator.

PASSED AND APPROVED THIS 21ST DAY OF NOVEMBER, 2017.

CITY OF LA VISTA

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

ATTEST:

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

## MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of [\_\_\_\_\_, 20\_\_] ("**Effective Date**"), by and between the City of La Vista, Nebraska ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**Company**"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

### RECITALS:

**WHEREAS**, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("**Residential Property Owner**"); and

**WHEREAS**, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "**Product**" and collectively, the "**Products**"); and

**WHEREAS**, Company is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Residential Property Owners subject to the terms and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Residential Property Owners subject to the terms and conditions herein.

2. **Grant of License.** City hereby grants to Company a non-exclusive license ("**License**") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of Company during the Term and any Renewal Term of this Agreement.

3. **Term.** The term of this Agreement ("**Term**") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("**Renewal Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach

is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

**4. Consideration.**

A. As consideration for such license, Company will pay to City a License Fee of as set forth in Exhibit A ("**License Fee**") during the term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term and any Renewal Term, due and payable on January 30th of the succeeding year. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

**5. Indemnification.** Company hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "**Indemnitee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Company, or any negligent or fraudulent act or omission of the Company or its officers, employees, contractors, subcontractors, or agents in the performance of services under the Products; provided that the applicable Indemnitee notifies Company of any such Claim within a time that does not prejudice the ability of Company to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

**6. Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:  
ATTN: Joe Soucie  
City of La Vista  
8116 Park View Blvd  
La Vista, NE 68128  
Phone: (402) 331-8927

To: Company:  
ATTN: Chief Sales Officer  
Utility Service Partners Private Label, Inc.  
11 Grandview Circle, Suite 100  
Canonsburg, PA 15317  
Phone: (866) 974-4801

**7. Modifications or Amendments/Entire Agreement.** Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

**8. Assignment.** This Agreement and the License granted herein may not be assigned by Company other than to an affiliate or an acquirer of all or substantially all of its assets, without the prior written consent of the City, such consent not to be unreasonably withheld.

**9. Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

**10. Choice of Law.** The governing law shall be the laws of the State of Nebraska. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder.

**11. Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the day and year first written above.

**CITY OF LA VISTA**

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Name:

Title:

**UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.**

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Name: Tom Rusin

Title: Chief Executive Officer

**Exhibit A**  
**NLC Service Line Warranty Program**  
**City of La Vista**  
**Term Sheet**  
**August 9, 2017**

I. Initial Term. Three years

II. License Fee. \$0.50 per Product for each month that a Product is in force for a Residential Property Owner (and for which payment is received by Company), aggregated and paid annually, for:

- a. City logo on letterhead, advertising, billing, and marketing materials
- b. Signature by City official

III. Products.

- a. External sewer/septic line warranty (initially, \$7.75 per month; \$88.00 annually)
- b. External water service line warranty (initially, \$6.75 per month; \$76.00 annually)
- c. In-home plumbing warranty (initially, \$9.99 per month; \$114.99 annually)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

IV. Scope of Coverage.

- a. External sewer/septic line warranty: Scope is from the main tap until line daylights inside home, which includes the service line under the concrete floor. (Covers septic lines if applicable)
- b. External water service line warranty: Scope is from the main until line daylights inside home, which includes the service line under the concrete floor. Coverage also includes thawing of frozen external water lines. (Covers well service lines if applicable)
- c. In-home plumbing warranty: Scope covers residential in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry. Coverage includes broken or leaking water, sewer, or drain lines that may be embedded under the slab or basement floor. Coverage also includes repair of clogged toilets.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the In-home plumbing warranty Product via in-bound channels only.

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 21, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
DESIGN & CONST. PHASE ENGINEERING AGREEMENT-AMENDMENT NO. 3 PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared authorizing the execution of Amendment No. 3 to a Professional Services Agreement with Olsson Associates (OA) to provide design and construction phase engineering services for additional improvements in the initial phase of the public improvement redevelopment project in an amount not to exceed \$126,075.

**FISCAL IMPACT**

The FY17/18 Biennial Budget includes funding for this project. This will bring the total contract amount to \$799,375.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Amendment No. 1 to the Redevelopment Plan-84<sup>th</sup> Street Redevelopment Area provides for a public improvement redevelopment project within a specified public improvement redevelopment project area. Olsson Associates was selected for the initial design of public infrastructure improvements in City Centre in response to an RFP process during which three firms made submittals to perform the work. The initial agreement with Olsson Associates (OA) was approved by the City Council on October 18, 2016. Amendment No. 1 was approved on July 5, 2017 to include the design of new intersections with 84<sup>th</sup> Street and the overlay design work which will include new curb ramps to meet current accessibility requirements. Amendment No. 2 was approved on August 2, 2017 to include additional design work for off-site storm sewers, retaining walls, crosswalk details, and street lighting details not in the original scope of services. Since then, the poor results in the bidding of the infrastructure have required separating a bid package to serve the first building under construction, and create a separate plan set for rebidding. There is also additional work in administration and construction observation related to two separate infrastructure contracts which is a change from the initial scope of work. A detailed scope of services was developed with OA and a not-to-exceed fee was agreed upon for the work in this third amendment. The proposed agreement is included for your information.



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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA APPROVING AMENDMENT NUMBER THREE TO THE PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES TO PROVIDE DESIGN PHASE ENGINEERING SERVICES FOR ADDITIONAL IMPROVEMENTS RELATED TO THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA IN AN AMOUNT NOT TO EXCEED \$126,075.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined additional engineering services related the 84<sup>th</sup> Street Redevelopment Area are necessary; and

WHEREAS, the City Council on behalf of the City of La Vista desires to approve amendment number three to the professional services agreement with Olsson Associates to provide design and construction phase engineering for additional improvements; and

WHEREAS, The FY17/18 Biennial Budget includes funding for this project; and

WHEREAS. The total contract amount will be \$799,375; 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 number three to the professional services agreement with Olsson Associates to provide design phase engineering services for additional improvements related to the 84<sup>th</sup> Street Redevelopment Area in an amount not to exceed \$126,075.

PASSED AND APPROVED THIS 21ST DAY OF NOVEMBER, 2017.

CITY OF LA VISTA

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

ATTEST:

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



## **LETTER AGREEMENT AMENDMENT #3**

Date: October 30, 2017

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated October 7, 2016 between City of La Vista, NE ("Client") and Olsson Associates, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

### **PROJECT DESCRIPTION AND LOCATION**

Project is located at: La Vista, NE

Project Description: Phase 1 Infrastructure Improvements at La Vista City Centre

### **SCOPE OF SERVICES**

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

### **GENERAL**

Olsson shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto. The Client has chosen to appoint a 3<sup>rd</sup> party Project Representative to serve the Client role, Olsson shall coordinate with the identified representative.

### **PHASE 1 INFRASTRUCTURE DESIGN**

In general, the following design tasks were requested as a result of the July 26, 2017 bid being rejected and requiring the project be broken into two packages and rebid.

#### **Phase 1B Repackage and Coordination**

- Phase 1B Repackage - The Consultant has separated out the Phase 1B segment of the original plans and incorporated into an independent plan package. The effort included

modifications to design of the 83<sup>rd</sup> Avenue profile to tie into the existing roadway at a new location. Alternative design of the sanitary sewer to connect to the existing sewer line running east through Outlot C. Modifications to plans to incorporate the various changes in quantities, bid items, and other construction notes.

- Coordination with Client/Contractors – The Consultant coordinated with the Client post bid to determine the proposed course of action following the high bids. This effort included coordinating with the low bidder to determine ways to reduce cost, working through Client options, and coordination on negotiating with ultimate Contractor, including modification to contract documents for new Phase 1B contract.

#### **City Centre Infrastructure Rebid Package**

- Rebid Package - The Consultant has separated out the remainder of original bid package and modified the plans accordingly. This effort included modifications to the phasing plans, adjustments to contractor access road and security fence, incorporating the changes from Phase 1B plans, modifications to the erosion control to incorporate new phasing schedule, and modifications to the grading on the school property to flatten slopes. Modification to plans to incorporate the various quantities, bid items, and other construction notes.

#### **REBID PACKAGE DOCUMENTS/BIDDING PROCESS**

In general, the extent of this task will include rebid package preparation and bidding procedure for the City Centre Infrastructure project. The previous scope covered one bidding process.

- Bid Specifications & Up-front Documents - The Consultant will prepare the Up-front Documents and Bid Specifications for use in the final rebid documents distributed by the Client.
- Bid Tabs - The Consultant will prepare bid tabs for inclusion into the final rebid documents distributed by the Client.
- Answer Design Questions - The Consultant shall answer design related questions (RFI's) receiving during the bidding process, through the Client.
- Prepare Addenda - The Consultant shall prepare information to support up to three (3) addendum to the bidding documents if necessary during the rebidding of the project to clarify the design or address questions raised at the pre-bid meeting.
- Attend Pre-Bid Meeting - The Consultant will conduct a pre-bid meeting. The Consultant shall provide an overview of the project to the attendees.
- Contract Preparation and Coordination - The Consultant will prepare and distribute the contract documents, coordinate with the selected Contractor on bonds and insurance, and assist the Client on executing the documents.

## **PROJECT MANAGEMENT**

### **Project Management**

- **Contract Administration/Scheduling & Coordination of Design Professionals/Progress Meetings** - This task covers the additional effort based on 2 months of extended project duration from original scope and includes time for overall management and coordination of the project team, coordination with Client staff, coordination with key stakeholders, and preparation of progress reports and invoices in accordance with Client requirements, as well as attendance at additional progress meetings.

## **CONSTRUCTION SERVICES**

In general, the extent of this task will include construction services for the proposed infrastructure. The original project was broken into two bid packages and as such, two distinct construction projects (Phase 1B and LVCC Infrastructure). The original contract task was developed prior to design and made assumptions as to the effort anticipated for one construction project. The following tasks replace the original scope and will be completed for both construction projects. Anticipated durations for each project are defined as follows:

Phase 1B Project: September 20, 2017 – December 1, 2017 – Substantial Completion

December 2, 2017 – March 30, 2018 – Final Completion

LVCC Infrastructure: April 2, 2018 – October 22, 2018 – Substantial Completion

October 23, 2018 – November 16, 2018 – Final Completion

### **Construction Services Project Management**

- **Project Management:** This task includes additional time for, but is not limited to contract management, invoicing, coordination with Client, and all other general project management tasks as required for the Construction Engineering Services of this project. Additionally, effort in assisting the Client in coordination and closing of permits associated with the project
- **Progress Meetings & Field Visits:** Attend weekly progress meetings as Project Engineer to address issues, provide clarifications, and review progress. Visit the site to address site specific issues that may arise. Anticipate up to 20 progress meetings and up to 10 site visits for the LVCC Infrastructure project and up to 8 progress meetings and up to 5 site visits for the Phase 1B project.

### **Design Revisions**

- This task includes effort for potential design or plan modifications associated with field revisions resulting from unforeseen issues, changes in field conditions, or adjacent development items. This task will only be used upon approval from the City representatives.

### **Construction Administration**

- **Pre-Construction Conference:** Conduct a pre-construction conference with the Client, Contractor, Engineer, Surveyor, testing company, and construction observation team for the Phase 1B project. The City's 3<sup>rd</sup> party Project Representative will conduct the LVCC Infrastructure pre-construction conference.
- **Review Contractor's Submittals:** Review Contractor submittals, for equipment, materials, and construction. All requests for variations from the contract documents will be reviewed with the Client before issuing a response to the Contractor.
- **Pay Requests:** Review and process the Contractor's payment requests, and forward to the Client for payment.
- **Project Modifications:** Coordinate the preparation of any changes through the issuance of field orders, work change directives, or change orders that are agreed upon.
- **Document Interpretation and Clarification:** Provide interpretation and clarification of contract documents for the Client and General Contractor.
- **Site Visits:** Conduct visits to the construction site to observe progress of the work and to consult with the Client and Contractor on items relating to the project.
- **Progress Meetings:** Attend progress meetings, job conferences, and other project-related meetings.
- **Substantial Completion:** Upon receipt of written notification from the Contractor of substantial completion, schedule a walk through to identify items to be completed or corrected prior to accepting substantial completion.
- **Final Completion Walk Through:** In the company of the Client and Contractor, conduct a final completion walk through to identify items requiring completion or correction prior to final payment.
- **Project Closeout:** Coordinate appropriate information relating to final closeout of the project including a final set of record drawings for distribution as well as securing all necessary documentation allowing for processing of final payment. This task will cover documentation upload to the project ProjectWise database.

### **Construction Observation**

- **Olsson shall furnish a Responsible Project Representative (RPR)** on a full-time and part-time basis, as required in observing performance of the work of Contractor during the construction period. It is assumed the project duration will last approximately 195 working days for Phase 1B and 215 working days for LVCC Infrastructure.
- **Shop Drawings and Samples:** Record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by Contractor, and notify the Engineer of availability of samples for examination. Advise the Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the Engineer has not approved the submittal.
- **Review of Work, Notification of Defective Work, Observations and Tests:** Conduct on-site observations of the work in progress to assist the Engineer in determining if the work is, in general, proceeding in accordance with the Contract Documents.
- **Accompany visitors representing public or other agencies having jurisdiction over the Project,** record the results of their observations and report to the Engineer.
- **Interpretation of Contract Documents:** Report to the Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.

- Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to the Engineer.
- Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, photo logs, observations in general, and specific observations in more detail as in the case of observing test procedures.

### **Construction Staking**

- **Construction Staking**: Olsson shall perform one set of construction staking for the items listed below. Any additional staking or the replacement of any damaged or destroyed stakes will be considered out of scope services, requiring approval from Client prior to restaking.

Construction Staking for each project shall include but is not limited to the following:

- Maintain, verify and establish horizontal and vertical control points as needed.
- Stake Right-Of-Way, limits of construction and temporary construction easements.
- Grade stakes – Stake roadway centerline and provide stakes for grading slopes and other breakpoints.
- Storm Sewer - Stake the storm sewer pipes on an offset with grades to the invert and rim elevations.
- Sanitary Sewer - Stake the sanitary sewer pipes on an offset with grades to the invert and rim elevations.
- Street Paving - Stake pavement sections, parking and curb bulb-outs on an offset at 50 foot intervals in the tangents and 25 foot intervals in horizontal and vertical curves, and at critical geometric points.
- Street Lights – Stake locations for proposed street lighting.
- Utility References – Stake easement boundaries for which private, 3<sup>rd</sup> party utilities are to locate within. Stake proposed finish grades along utility corridors for proposed utilities to install prior to paving.

### **SWPPP Inspections**

No distinction between construction projects is necessary for this task.

- SWPPP monitoring and inspection services are required during construction from point of ground disturbance to completed site development.
- We shall provide an engineering technician under supervision of a professional engineer for SWPPP inspection a minimum of once per week during construction of the project.
- This will include a scheduled once-per-week site visit and additional visits as required for rain events of ½" or more in any 24-hour period.
- Olsson shall report SWPPP compliance to the best of our knowledge. Inspection reports shall be retained on-site or online and will be communicated to the on-site contractor.
- Olsson anticipates the SWPPP will be open for a period of 15 months, during which inspections will be conducted.

### Special Inspections / Testing

- Special Inspections and Construction Material Testing: Special inspections and construction testing services have been requested for utility backfill, pavement subgrades and concrete pavement construction. Olsson is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. Olsson's responsibility as special inspector is to report our field observations and test results to the Contractor and Client as provided herein. Olsson understands the scope of work for the special inspections and construction materials testing consists of the following:

- Structural Fill –Olsson will observe and perform compaction tests on the structural fill placed during site demolition activities. Olsson has estimated the following based on periodic testing:
  - Estimated at 1 trip per day during placement of structural fill. A total of 20 site visits anticipated.
- Utility Backfill Placement – Olsson will observe the exposed subgrade within the construction limits to document unsuitable soils have been removed and to identify unstable areas that require additional excavation prior to fill placement. Olsson will observe and perform compaction tests on the backfill placed during site utility installation activities at a rate of 1 density test per 100 LF of Sanitary Sewer and 1 density test per 400 LF of Storm Sewer. Olsson has estimated the following based on periodic testing:

#### Phase 1B

- 1 trip for field density testing (approximately 400 LF storm sewer)
- 3 trips for field density testing (approximately 300 LF sanitary sewer)
- bulk samples of material to be used as backfill for laboratory Proctor, Atterberg Limits, and P-200 testing were accounted for in the Mass Grading/Demolition Scope and Fee

#### LVCC Infrastructure

- 37 trips for field density testing (approximately 4400 LF storm sewer)
- 10 trips for field density testing (approximately 3700 LF sanitary sewer)

- Pavement Subgrades: Olsson will observe subgrade preparation and perform compaction tests and proof rolls prior to pavement placement. Olsson has estimated the following:

#### Phase 1B

- 1 Site visits per paving pour
  - Estimated 5 concrete placements

#### LVCC Infrastructure

- 1 Site visits per paving pour
  - Estimated 15 concrete placements

- Concrete Pavements – Olsson will observe placement of concrete for the concrete pavements. Field tests, including slump, air entrainment and temperature, will be performed on samples of concrete obtained from these placements. Cylinders will be cast from the concrete used for compressive strength testing at a rate of 150 CY of concrete placed. Core sampling of the concrete pavement for thickness confirmation will also be performed. Olsson has estimated the following:

**Phase 1B**

- 150 CY per concrete placement- estimates 6 placements total
- 9 Sets of 4-(6"x12") Compressive Strength Specimens for concrete pavement
- Concrete Thickness – 1 core per 5500 square feet of pavement (12 Cores Total)
  - 6 cores per trip

**LVCC Infrastructure**

- 250 CY per concrete placement- estimates 23 placements total
- 37 Sets of 4-(6"x12") Compressive Strength Specimens for concrete pavement
- Concrete Thickness – 1 core per 5500 square feet of pavement (31 Cores Total)

Testing Management/Reporting: Olsson's field professionals will prepare typed field reports summarizing each day's field observations, presenting test results, and detailing items not in compliance with the project drawings and/or specifications. Draft copies of the field reports will be provided on a weekly basis to the designated field representative if requested. Field reports and test reports will be reviewed by our testing manager and transmitted to the Client, Engineer, and General Contractor via Olsson's Client Command Center.



Phase	Task Description	Original Fee Amount	Amendment #3 Fee Amount	Total	Fee Type
<b>PHASE 1 INFRASTRUCTURE DESIGN</b>					
200	Phase 1B Repackage and Coordination	\$	6,000.00	\$ 6,000.00	TMNTE
	City Centre Infrastructure Rebid Package	\$	7,500.00	\$ 7,500.00	TMNTE
	<b>Sub-Total</b>	\$	13,500.00	\$ 13,500.00	
<b>PHASE 1 INFRASTRUCTURE REBID PACKAGE DOCUMENTS/BIDDING PROCESS</b>					
210	Bidding Documents/Bidding Process	\$	3,000.00	\$ 3,000.00	TMNTE
	<b>Sub-Total</b>	\$	3,000.00	\$ 3,000.00	
<b>PHASE 1 INFRASTRUCTURE PROJECT MANAGEMENT</b>					
300	Project Management	\$	4,500.00	\$ 4,500.00	TMNTE
	<b>Sub-Total</b>	\$	4,500.00	\$ 4,500.00	
<b>CONSTRUCTION SERVICES</b>					
	<b>City Centre Infrastructure Project</b>				
	Construction Services Project Management	\$ -	\$ 16,800.00	\$ 16,800.00	TMNTE
	Design Revisions	\$ -	\$ 15,000.00	\$ 15,000.00	TMNTE
	On-Site Construction Administration	\$ 28,000.00	\$ 8,750.00	\$ 36,750.00	TMNTE
	On-Site Construction Observation	\$ 90,000.00	\$ (1,725.00)	\$ 88,275.00	TMNTE
	Construction Staking	\$ 52,000.00	\$ (4,000.00)	\$ 48,000.00	TMNTE
	SWPPP Inspections	\$ 12,000.00	\$ (4,800.00)	\$ 7,200.00	TMNTE
	Special Inspections / Testing	\$ 35,000.00	\$ (7,500.00)	\$ 27,500.00	TMNTE
	<b>Sub-Total</b>	\$ 217,000.00	\$ 22,525.00	\$ 239,525.00	
	<b>Phase 1B Project</b>				
	Construction Services Project Management	\$ -	\$ 9,500.00	\$ 9,500.00	TMNTE
	Design Revisions	\$ -	\$ 5,000.00	\$ 5,000.00	TMNTE
	On-Site Construction Administration	\$ -	\$ 14,700.00	\$ 14,700.00	TMNTE
	On-Site Construction Observation	\$ -	\$ 32,250.00	\$ 32,250.00	TMNTE
	Construction Staking	\$ -	\$ 10,500.00	\$ 10,500.00	TMNTE
	SWPPP Inspections	\$ -	\$ 4,800.00	\$ 4,800.00	TMNTE
	Special Inspections / Testing	\$ -	\$ 5,800.00	\$ 5,800.00	TMNTE
	<b>Sub-Total</b>	\$ -	\$ 82,550.00	\$ 82,550.00	
	<b>Construction Services Sub-Totals</b>	\$ 217,000.00	\$ 105,075.00	\$ 322,075.00	
	<b>Amendment #3 Total</b>		\$ 126,075.00		
	<b>Original Contract Total</b>		\$ 438,000.00		
	<b>Amendment #1 Total</b>		\$ 183,000.00		
	<b>Amendment #2 Total</b>		\$ 62,300.00		
<b>TOTAL CONTRACT</b>			\$ 799,375.00		

COMPENSATION

### **Exclusions**

The following services are **not** included in this proposal but can be provided by Olsson as an additional service if requested:

- Items not specifically included in the Scope of Services above.

Revisions due to errors or omissions by Olsson and correcting the plans accordingly will be at no cost to the City.

### **Anticipated Schedule**

To maintain the project schedule, the items described above have either already taken place, or are anticipated to occur following the Rebid submittal, and may extend beyond into construction.

Final Rebid Documents -	09/18/2017
ReBid Bid Opening -	10/18/2017
Phase 1B Construction NTP -	09/21/2017
CC Infrastructure Construction NTP -	04/02/2018

### **COMPENSATION**

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


Olsson's Scope of Services for Amendment #3 will be provided on a time and expense basis not to exceed \$126,075.

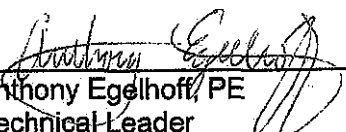
### **TERMS AND CONDITIONS OF SERVICE**

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

**OLSSON ASSOCIATES, INC.**

By   
Brian Chaffin  
Vice President

By   
Anthony Egelhoff, PE  
Technical Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

**CITY OF LA VISTA, NE**

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

Printed Name \_\_\_\_\_

Title \_\_\_\_\_ Dated

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 21, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AWARD CONTRACT 84 <sup>TH</sup> STREET REDEVELOPMENT AREA PUBLIC IMPROVEMENT REDEV. PROJECT OFFSTREET PRKG. DIST. NO. 2-STRUCTURE NO. 1	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to award a contract to Hawkins Construction of Omaha, Nebraska for construction of Structure No. 1 in Offstreet Parking District No. 2 in the 84<sup>th</sup> Street Redevelopment Area in an amount not to exceed \$3,863,000.00.

**FISCAL IMPACT**

The FY17/18 Biennial Budget provides funding for this project.

**RECOMMENDATION**

Approval subject to utilizing the superintendent proposed in the Hawkins submittal.

**BACKGROUND**

The proposed construction includes a cast-in-place, post-tensioned, concrete parking structure containing 459 parking spaces and appurtenances such as drainage, lighting, access control gates, stairs, and miscellaneous appurtenant work. This is a portion of the CIP Project No. CD-17-008.

Hawkins submitted the low bid of nine received. All bids were substantially lower than the project estimate of \$7,203,000. Contractors advised this was due to having a large amount of time to schedule the project into their workload. The Hawkins bid is contingent upon being able to start construction in July of 2018. They have specified a substantial completion date of August 5, 2019.

Alternates were taken for a retaining wall adjacent to the east side of the parking structure but were higher than the bid received with the infrastructure project and, therefore, will not be accepted for this contract. The qualifications of the proposed project superintendent were reviewed by DLR and HDR and found to be satisfactory. A bid summary is included for your information.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO HAWKINS CONSTRUCTION OF OMAHA NEBRASKA FOR CONSTRUCTION OF STRUCTURE NO. 1 IN OFFSTREET PARKING DISTRICT NO. 2 IN THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA IN AN AMOUNT NOT TO EXCEED \$3,863,000.00.

WHEREAS, the City Council of the City of La Vista has determined construction structure no. 1 in offstreet parking district no. 2 in the 84<sup>th</sup> street redevelopment area is necessary; and

WHEREAS, the FY17/18 Biennial budget provides funding for this project; and

WHEREAS, Nine (9) bids were received, and

WHEREAS Hawkins Construction submitted the low most responsible bid, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award a contract to Hawkins Construction of Omaha Nebraska for construction of structure no. 1 in offstreet parking district no. 2 in the 84<sup>th</sup> Street redevelopment area, subject to utilizing the superintendent proposed in the Hawkins submittal, in an amount not to exceed \$3,863,000.00.

PASSED AND APPROVED THIS 21ST DAY OF NOVEMBER, 2017.

CITY OF LA VISTA

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

ATTEST:

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

COMBINED CONTRACT	Construct Inc.	DR Anderson	Graham Construction	Hausmann Construction	Hawkins Construction	JE Dunn Construction	NGC Group	Sampson Construction	The Weitz Company
<b>BID FORM:</b>									
Signed and Notarized	YES	YES	YES	YES	YES	YES	YES / NO	YES / NO	YES / NO
<b>BID BOND:</b>									
Signed and Notarized	YES	YES	YES	YES	YES	YES	YES	YES	YES
<b>AIA A305 Contractor's Qualification</b>	NO	YES	YES	No	YES	YES	NO	NO	NO
<b>ADDENDA:</b>									
Addendum CC-1 - 10/17/2017	YES	YES	YES	YES	YES	YES	YES	YES	YES
Addendum CC-2 - 10/23/2017	YES	YES	YES	YES - 11/24/17	YES	YES	YES	YES	YES
Addendum CC-3 - 11/2/2017	YES	YES	YES	YES	YES	YES	YES	YES	NO - WRONG
<b>LUMP SUM BASE BID:</b>	\$4,684,000	\$4,785,000	\$4,094,000	\$5,217,000	\$3,863,000	\$4,374,000	\$6,915,000	\$4,442,000	\$4,536,000
<b>ALTERNATES:</b>									
Alternate No. CC-1 - Soldier Pile Retaining	\$693,000	\$653,000	\$423,600	\$668,000	\$509,000	\$730,450	\$623,470	\$620,000	\$850,000
Alternate No. CC-2 - Segment Gravity Block	\$348,000	\$365,000	\$264,750	\$342,000	\$352,000	\$368,467	\$297,812	\$350,000	\$700,000
<b>TOTAL:</b>									
With Alternate No. CC-1	\$5,377,000	\$5,438,000	\$4,517,600	\$5,885,000	\$4,372,000	\$5,104,450	\$7,538,470	\$5,062,000	\$5,386,000
With Alternate No. CC-2	\$5,032,000	\$5,150,000	\$4,358,750	\$5,559,000	\$4,215,000	\$4,742,467	\$7,212,812	\$4,792,000	\$5,236,000
<b>BREAK-OUT COSTS:</b>									
Fixture RL1	\$32,500	\$31,300	\$30,000	\$29,517	\$30,000	\$29,517	\$12,955	\$29,517	\$29,517
<b>SUBSTANTIAL COMPLETION DATE</b>	8/15/2019	7/26/2019	6/25/2019	4/15/2019	8/5/2019	8/23/2019	7/8/2019	7/1/2019	10/1/2019
<b>SUPERINTENDENT RESUME</b>	YES	YES	YES	NO	YES	YES	YES	YES	YES
Number of Years of Experience	32	31	9 and 19	NO	28	32 AND 22	NO	19	32
Length of time employed at company	23	4 Months	11	NO	24	3 AND 3	NO	19	18
Project in last Five Years	YES	YES	YES	NO	YES	YES	YES	YES	NOT
Two Cast-in-place post-tensioned parking	NO	YES	YES	NO	YES	YES	YES	YES	NOT
Date Available to Work	YES	YES	YES	NOT	YES	YES	NOT SPECIFIED	NOT SPECIFIED	NOT
<b>PRIME SUBCONTRACTORS:</b>									
Cast-In-Place and Post Tensioned Concrete	Will Notify in 24 Hrs if successful	Shawmark/VFL	Graham	Hausmann	Hawkins	JE Dunn	NGC & TBD	Shawmark &	Shawmark
Mechanical Work:		Ray Martin	Mainelli	Ray Martin	Controlled	Ray Martin	Ray Martin	Ray Martin	Controlled
Electrical Work:		Strategic Electric	Strategic	Strategic	Strategic Electric	Strategic	TBD	Strategic Electric	Strategic
<b>OTHER</b>					Qualification		Qualification		

## BID TABULATION

Friday, November 10, 2017 10:00 am (CST) 84th Street Redevelopment Area  
Public Improvement Redevelopment Project  
Off-street Parking District NO.2 - Structure No.1 DLR Group Project No. 10-17105-00

**DLR Group**  
NATIONAL SERVICE FUNDING INSTITUTION  
8417 Terrace Court, Suite 200  
Chicago, IL 60631-7796  
800/745-4500 ext. 4  
312/295-8474 fax  
www.dlrgroup.com  
@dlrgroup

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 21, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AWARD CONTRACT PUBLIC IMPROVEMENT REDEV. PROJECT CITY CENTRE INFRASTRUCTURE- PAVEMENT & SEWERS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to award a contract to Graham Construction, Inc. of Omaha, NE for construction of City Centre Infrastructure-Pavement & Sewers for the Public Improvement Redevelopment Project in the 84<sup>th</sup> Street Redevelopment Area in an amount not to exceed \$4,298,611.80.

**FISCAL IMPACT**

The FY17/18 biennial budget provides funding for this project.

**RECOMMENDATION**

Accept the bid in the amount of \$4,298,611.80 including Alternate No. 1, subject to approving Change Order No. 1 with further cost reductions.

**BACKGROUND**

While five general contractors were planholders only one bid was received. It is not expected that rebidding a third time will achieve any better results. The bid received was in the amount of \$4,457,461.80 and the Engineer's Estimate was \$3,719,134.97. The bid provided a retaining wall alternate bid item (Alternate No. 1) that will reduce the bid by \$158,850.00. The total contract amount to be awarded with the acceptance of Alternate No. 1 is \$4,298,611.80. The bid tabulation is attached for your review.

Contact was made with several contractors regarding why they did not bid. Some indicated that they already had work scheduled through the middle of next year and could not meet our time requirements. Others expressed concern about the phasing required for this project and the time commitment that would be required to perform this project. Some adjustments to the scope of work have been identified and will be incorporated with Change Order No. 1 to reduce costs.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO GRAHAM CONSTRUCTION INC. OF OMAHA NEBRASKA FOR CONSTRUCTION OF CITY CENTRE INFRASTRUCTURE – PAVEMENT & SEWERS FOR THE PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT IN THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA IN AN AMOUNT NOT TO EXCEED \$4,298,611.80.

WHEREAS, the City Council of the City of La Vista has determined construction of City Centre Infrastructure is necessary; and

WHEREAS, the FY17/18 Biennial budget provides funding for this project; and

WHEREAS, Five general contractors were planholders but only one (1) bid was received, and

WHEREAS the bid from Graham Construction Inc, includes Alternate No. 1, subject to approving Change Order No. 1 with further cost reductions, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award a contract to Graham Construction Inc. of Omaha Nebraska for construction of City Centre infrastructure – pavement & sewers for the public improvement redevelopment project in the 84<sup>th</sup> Street redevelopment area in an amount not to exceed \$4,298,611.80.

PASSED AND APPROVED THIS 21ST DAY OF NOVEMBER, 2017.

CITY OF LA VISTA

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

ATTEST:

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





**City Centre Infrastructure Pavement & Sewers**  
La Vista, Nebraska

**BID TABULATION**  
Date: 10/18/17 CD-17-008  
Time: 10:00am Page 1 of 2

		CONTRACTOR		Graham Construction			
Item No.	ITEM	UNIT	QTY	Unit Price	Extension	Unit Price	Extension
1	MOBILIZATION	LS	1	\$400,000.00	\$400,000.00		\$0.00
2	REMOVE PAVEMENT	SY	5453	\$10.30	\$56,165.90		\$0.00
3	REMOVE SIDEWALK	SF	523	\$6.90	\$3,608.70		\$0.00
4	REMOVE MEDIAN SURFACING	SF	1136	\$10.30	\$11,700.80		\$0.00
5	REMOVE 12" OR SMALLER SEWER PIPE	LF	526	\$14.70	\$7,732.20		\$0.00
6	REMOVE 15" TO 18" SEWER PIPE	LF	311	\$14.70	\$4,571.70		\$0.00
7	REMOVE 48" SEWER PIPE	LF	418	\$16.70	\$6,980.60		\$0.00
8	REMOVE 54" SEWER PIPE	LF	53	\$24.50	\$1,298.50		\$0.00
9	REMOVE MANHOLE	EA	3	\$685.00	\$2,055.00		\$0.00
10	REMOVE FLARED END SECTION OVER 36" TO 48"	EA	1	\$294.00	\$294.00		\$0.00
11	REMOVE FLARED END SECTION OVER 48" TO 60"	EA	1	\$294.00	\$294.00		\$0.00
12	REMOVE LIGHT POLE	EA	2	\$975.00	\$1,950.00		\$0.00
13	REMOVE AREA INLET	EA	1	\$735.00	\$735.00		\$0.00
14	REMOVE CURB INLET	EA	3	\$490.00	\$1,470.00		\$0.00
15	REMOVE SIGN	EA	2	\$98.00	\$196.00		\$0.00
16	REMOVE FENCE	LF	656	\$3.90	\$3,338.40		\$0.00
17	REMOVE SEGMENTAL RETAINING WALL	SF	2883	\$3.90	\$11,243.70		\$0.00
18	SAW CUT - FULL DEPTH	LF	457	\$4.50	\$2,056.50		\$0.00
19	EXCAVATION - ON SITE	CY	19263	\$6.75	\$130,025.25		\$0.00
20	UNSUITABLE MATERIAL	CY	500	\$30.00	\$15,000.00		\$0.00
21	SECURITY FENCE	LF	1300	\$13.00	\$16,900.00		\$0.00
22	TEMPORARY CONTRACTOR ACCESS ROAD	SY	2914	\$9.00	\$26,226.00		\$0.00
23	TEMPORARY 8-INCH SURFACING	SY	912	\$50.00	\$45,600.00		\$0.00
24	RECONSTRUCT MANHOLE TO GRADE	VF	15.9	\$590.00	\$9,381.00		\$0.00
25	ADJUST MANHOLE TO GRADE	EA	1	\$490.00	\$490.00		\$0.00
26	ADJUST INLET TO GRADE	EA	1	\$735.00	\$735.00		\$0.00
27	CONSTRUCT 8-INCH CONCRETE PAVEMENT (TYPE L65)	SY	4799	\$64.00	\$307,136.00		\$0.00
28	CONSTRUCT 8-INCH CONCRETE PAVEMENT (TYPE L65)	SY	10354	\$57.00	\$590,178.00		\$0.00
29	CONSTRUCT 8-INCH COMBINATION CURB AND GUTTER	LF	286	\$14.75	\$4,218.50		\$0.00
30	CONSTRUCT 8-INCH IMPRINTED CONCRETE SURFACING	SF	3249	\$17.75	\$57,669.75		\$0.00
31	CONSTRUCT 4-INCH PCC SIDEWALK	SF	4175	\$4.00	\$16,700.00		\$0.00
32	CONSTRUCT 6-INCH CONCRETE MEDIAN SURFACING	SF	317	\$5.00	\$1,585.00		\$0.00
33	CONSTRUCT CONCRETE CURB RAMP	SF	255	\$10.75	\$2,741.25		\$0.00
34	ARMOR-TILE DETECTABLE WARNING PANELS	SF	53	\$31.50	\$1,669.50		\$0.00
35	CONSTRUCT GRAVITY BLOCK RETAINING WALL	SF	996	\$70.00	\$69,720.00		\$0.00
36	CONSTRUCT SOLDIER PILE RETAINING WALL	SF	3530	\$120.00	\$423,600.00		\$0.00
37	CONSTRUCT SMALL BLOCK RETAINING WALL	SF	382	\$24.00	\$9,168.00		\$0.00
38	CONSTRUCT PIPE RAILING	LF	539	\$50.00	\$26,950.00		\$0.00
38A	FENCE	LF	418	\$20.00	\$8,360.00		\$0.00
39	CONSTRUCT CURB WALL	SF	503	\$40.00	\$20,120.00		\$0.00
40	AGGREGATE BEDDING FOR 10" STORM SEWER PIPE	LF	49	\$6.00	\$294.00		\$0.00
41	AGGREGATE BEDDING FOR 12" STORM SEWER PIPE	LF	38	\$6.25	\$237.50		\$0.00
42	AGGREGATE BEDDING FOR 15" STORM SEWER PIPE	LF	382	\$7.00	\$2,674.00		\$0.00
43	AGGREGATE BEDDING FOR 18" STORM SEWER PIPE	LF	473	\$8.00	\$3,784.00		\$0.00
44	AGGREGATE BEDDING FOR 24" STORM SEWER PIPE	LF	812	\$9.50	\$7,714.00		\$0.00
45	AGGREGATE BEDDING FOR 30" STORM SEWER PIPE	LF	1232	\$14.75	\$18,172.00		\$0.00
46	AGGREGATE BEDDING FOR 36" STORM SEWER PIPE	LF	956	\$17.50	\$16,730.00		\$0.00
47	AGGREGATE BEDDING FOR 42" STORM SEWER PIPE	LF	899	\$20.00	\$17,980.00		\$0.00

		CONTRACTOR		Graham Construction			
Item No.	ITEM	UNIT	QTY	Unit Price	Extension	Unit Price	Extension
48	AGGREGATE BEDDING FOR 54" STORM SEWER PIPE	LF	484	\$25.20	\$12,196.80		\$0.00
49	CONSTRUCT 8" HDPE STORM SEWER PIPE	LF	24	\$49.00	\$1,176.00		\$0.00
50	CONSTRUCT 10" HDPE STORM SEWER PIPE	LF	46	\$42.00	\$1,932.00		\$0.00
51	CONSTRUCT 12" HDPE STORM SEWER PIPE	LF	38	\$49.00	\$1,862.00		\$0.00
52	CONSTRUCT 15" HDPE STORM SEWER PIPE	LF	60	\$54.50	\$3,270.00		\$0.00
53	CONSTRUCT 18" HDPE STORM SEWER PIPE	LF	25	\$64.00	\$1,600.00		\$0.00
54	CONSTRUCT 24" HDPE STORM SEWER PIPE	LF	38	\$67.00	\$2,546.00		\$0.00
55	CONSTRUCT 15" RCP, CLASS III	LF	322	\$50.00	\$16,100.00		\$0.00
56	CONSTRUCT 18" RCP, CLASS III	LF	448	\$60.00	\$26,880.00		\$0.00
57	CONSTRUCT 24" RCP, CLASS III	LF	774	\$62.00	\$47,988.00		\$0.00
58	CONSTRUCT 30" RCP, CLASS III	LF	1232	\$74.00	\$91,168.00		\$0.00
59	CONSTRUCT 36" RCP, D(0.01) = 1350	LF	956	\$105.00	\$100,380.00		\$0.00
60	CONSTRUCT 36" RCP, D(0.01) = 1350 (OR HDPE)	LF	157	\$105.00	\$16,485.00		\$0.00
61	CONSTRUCT 42" RCP, D(0.01) = 1350	LF	899	\$130.00	\$116,870.00		\$0.00
62	CONSTRUCT 54" RCP, D(0.01) = 1350 (OR HDPE)	LF	484	\$165.00	\$79,860.00		\$0.00
63	CONSTRUCT 36" CONCRETE COLLAR	EA	1	\$2,050.00	\$2,050.00		\$0.00
64	CONSTRUCT 54" I.D. STORM MANHOLE	VF	24.3	\$750.00	\$18,225.00		\$0.00
65	CONSTRUCT 60" I.D. STORM MANHOLE	VF	43.8	\$770.00	\$33,726.00		\$0.00
66	CONSTRUCT 72" I.D. STORM MANHOLE	VF	33	\$800.00	\$26,400.00		\$0.00
67	CONSTRUCT 84" I.D. STORM MANHOLE	VF	87	\$1,105.00	\$96,135.00		\$0.00
68	CONSTRUCT 96" I.D. STORM MANHOLE	VF	143.9	\$1,185.00	\$170,521.50		\$0.00
69	CONSTRUCT TYPE "C" MANHOLE - NDOR STANDARD PLAN 435-R1	EA	1	\$20,450.00	\$20,450.00		\$0.00
70	PREPARATION OF STRUCTURE	LS	1	\$10,000.00	\$10,000.00		\$0.00
71	CONSTRUCT 30" RC FLARED END SECTION	EA	1	\$2,400.00	\$2,400.00		\$0.00
72	CONSTRUCT 36" RC FLARED END SECTION	EA	1	\$2,700.00	\$2,700.00		\$0.00
73	CONSTRUCT 42" RC FLARED END SECTION	EA	1	\$3,000.00	\$3,000.00		\$0.00
74	CONSTRUCT REINFORCED CURB INLET - TYPE III	EA	2	\$5,650.00	\$11,300.00		\$0.00
75	CONSTRUCT CURB INLET - TYPE I	EA	3	\$2,900.00	\$8,700.00		\$0.00
76	CONSTRUCT CURB INLET - TYPE III	EA	2	\$3,750.00	\$7,500.00		\$0.00
77	CONSTRUCT CURB INLET - TYPE IV	EA	4	\$2,825.00	\$11,300.00		\$0.00
78	CONSTRUCT GRATED INLET - TYPE "SADDLE CREEK" INLET	EA	11	\$6,500.00	\$71,500.00		\$0.00
79	INSTALL FILTERRA INLET	EA	3	\$20,100.00	\$60,300.00		\$0.00
80	AGGREGATE BEDDING FOR 6" SANITARY SEWER PIPE	LF	657	\$7.00	\$4,599.00		\$0.00
81	AGGREGATE BEDDING FOR 8" SANITARY SEWER PIPE	LF	1531	\$7.00	\$10,717.00		\$0.00
82	AGGREGATE BEDDING FOR 10" SANITARY SEWER PIPE	LF	627	\$8.50	\$5,329.50		\$0.00
83	CONSTRUCT 6" PVC SANITARY SEWER PIPE	LF	657	\$33.00	\$21,681.00		\$0.00
84	CONSTRUCT 8" PVC SANITARY SEWER PIPE	LF	1531	\$33.00	\$50,523.00		\$0.00
85	CONSTRUCT 10" PVC SANITARY SEWER PIPE	LF	163	\$35.00	\$5,705.00		\$0.00
86	CONSTRUCT 10" DIP SANITARY SEWER PIPE	LF	464	\$150.00	\$69,600.00		\$0.00
87	CONSTRUCT 6"x8" WYE	EA	1	\$350.00	\$350.00		\$0.00
88	CONSTRUCT 6" CLEANOUT	EA	1	\$625.00	\$625.00		\$0.00
89	INSTALL EXTERNAL FRAME SEAL	EA	49	\$350.00	\$17,150.00		\$0.00
90	CONNECT SANITARY SEWER MANHOLE TAP	EA	1	\$12,000.00	\$12,000.00		\$0.00
91	CONNECT SANITARY SEWER MANHOLE TAP - EXTRA DEEP	EA	1	\$40,000.00	\$40,000.00		\$0.00
92	CONSTRUCT 54" I.D. SANITARY MANHOLE	VF	149.2	\$510.00	\$76,092.00		\$0.00
93	CONSTRUCT RIPRAP - TYPE "B"	TONS	204	\$62.00	\$12,648.00		\$0.00
94	1" DIA. SCH 40 PVC IN TRENCH	LF	12380	\$3.00	\$37,140.00		\$0.00
95	#8 AWG STRANDED COPPER WIRE W/ THWN INSUL	LF	18590	\$0.65	\$12,083.50		\$0.00
96	LED GLOBE POST-TOP LUMINARE W/ TAPERED STEEL POLE AND CONC. BASE	EA	66	\$5,310.00	\$350,460.00		\$0.00
97	ELECTRIAL HANDHOLE/PULLBOX	EA	14	\$480.00	\$6,720.00		\$0.00
98	LIGHTING SERVICE CABINET	EA	1	\$18,782.00	\$18,782.00		\$0.00
99	PERMANENT PAINT MARKING - 4" WHITE	LF	4682	\$2.25	\$10,534.50		\$0.00
100	PERMANENT PAINT MARKING - 5" YELLOW	LF	325	\$3.50	\$1,137.50		\$0.00
101	PERMANENT PREFORMED TAPE MARKING - TYPE 4, 5" WHITE, GROOVED	LF	972	\$5.50	\$5,346.00		\$0.00
102	PERMANENT PREFORMED TAPE MARKING - TYPE 3, 12" WHITE, GROOVED	LF	80	\$22.00	\$1,760.00		\$0.00
103	PERMANENT PREFORMED TAPE MARKING - TYPE 3, 24" WHITE, GROOVED	LF	310	\$22.00	\$6,820.00		\$0.00

		CONTRACTOR		Graham Construction			
Item No.	ITEM	UNIT	QTY	Unit Price	Extension	Unit Price	Extension
104	PERMANENT PREFORMED MARKING TAPE SYMBOL - WHITE DIRECTIONAL LEFT ARROW, GROOVED	EA	4	\$475.00	\$1,900.00		\$0.00
105	PERMANENT PREFORMED MARKING TAPE SYMBOL - WHITE DIRECTIONAL RIGHT ARROW, GROOVED	EA	3	\$550.00	\$1,650.00		\$0.00
106	ADA STALL PAVEMENT MARKING SYMBOL	EA	7	\$175.00	\$1,225.00		\$0.00
107	REMOVE MARKING LINES - 5" WHITE	LF	62	\$17.00	\$1,054.00		\$0.00
108	REMOVE MARKING LINES - 12" WHITE	LF	40	\$29.00	\$1,160.00		\$0.00
109	REMOVE MARKING LINES - 24" WHITE	LF	120	\$33.00	\$3,960.00		\$0.00
110	REMOVE MARKING SYMBOL - DIRECTIONAL ARROW	EA	2	\$425.00	\$850.00		\$0.00
111	INSTALL TRAFFIC POSTS AND SIGNS, CONTRACTOR PROVIDED	LS	1	\$22,000.00	\$22,000.00		\$0.00
112	PROVIDE TEMPORARY TRAFFIC CONTROL	LS	1	\$15,000.00	\$15,000.00		\$0.00
113	INSTALL SEEDING (COVER CROP)	AC	1.2	\$835.00	\$1,002.00		\$0.00
114	INSTALL SEEDING (NATIVE MIX)	AC	0.52	\$3,050.00	\$1,586.00		\$0.00
115	INSTALL SEEDING TURF (EROSION CONTROL TYPE 2)	AC	6.06	\$8,500.00	\$51,510.00		\$0.00
116	INSTALL INLET PROTECTION	EA	22	\$215.00	\$4,730.00		\$0.00
117	INSTALL EROSION CHECK (WATTLE)	LF	2953	\$3.00	\$8,859.00		\$0.00
118	INSTALL SODDING	SY	185	\$55.00	\$10,175.00		\$0.00
119	INSTALL SILT FENCE	LF	460	\$3.00	\$1,380.00		\$0.00
120	INSTALL FLEXAMAT	SY	174	\$97.00	\$16,878.00		\$0.00
121	INSTALL TURF REINFORCEMENT MAT (TYPE A)	SY	491	\$6.25	\$3,068.75		\$0.00
122	INSTALL SAFI BAFFLE	EA	3	\$6,900.00	\$20,700.00		\$0.00
123	INSTALL SNOUT	EA	1	\$7,100.00	\$7,100.00		\$0.00
124	INSTALL 18" I.D. PRESERVER	EA	1	\$4,200.00	\$4,200.00		\$0.00
125	INSTALL 24" I.D. PRESERVER	EA	1	\$5,300.00	\$5,300.00		\$0.00
126	INSTALL 30" I.D. PRESERVER	EA	1	\$6,900.00	\$6,900.00		\$0.00
127	INSTALL 36" I.D. SKIMMER	EA	1	\$5,300.00	\$5,300.00		\$0.00
128	CONSTRUCT WATER QUALITY STRUCTURE	LS	1	\$18,000.00	\$18,000.00		\$0.00
129	INSTALL CONSTRUCTION ENTRANCE	EA	1	\$1,500.00	\$1,500.00		\$0.00
130	RENTAL OF LOADER, FULLY OPERATED	HR	20	\$120.00	\$2,400.00		\$0.00
131	RENTAL OF BACKHOE, FULLY OPERATED	HR	20	\$105.00	\$2,100.00		\$0.00
132	RENTAL OF DUMP TRUCK, FULLY OPERATED	HR	20	\$95.00	\$1,900.00		\$0.00
133	RENTAL OF SKID LOADER, FULLY OPERATED	HR	20	\$100.00	\$2,000.00		\$0.00
134	RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATED	HR	20	\$175.00	\$3,500.00		\$0.00
135	RENTAL OF VACUUM TRUCK, FULLY OPERATED	HR	20	\$340.00	\$6,800.00		\$0.00
Total Base Bid Amounts				\$4,457,461.80		0.00	
Schedule Changes?							
Addendum - #1				X			
Bid Guarantee:				X			
Remarks: A1 Construct Gravity Block Retaining Wall		SP	3530	Unit Price: 75.00/Total Price: \$264,750.00			
Engineer's Estimate & % (+/-)		\$3,719,134.97		\$738,326.84	19.85%	-\$3,719,134.97	-100.00%

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 21, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CHANGE ORDER NO. 1 PUBLIC IMPROVEMENT REDEV. PROJECT CITY CENTRE INFRASTRUCTURE- PAVEMENT & SEWERS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to approve a change order to the contract with Graham Construction, Inc. of Omaha, NE to provide for additions and deletions of work, which will result in a decrease in the contract price of \$159,278.10.

**FISCAL IMPACT**

The FY17/18 biennial budget provides funding for this project. The contract price decreases from \$4,298,611.80 to \$4,139,333.70.

**RECOMMENDATION**

Approval

**BACKGROUND**

Since only one bid was received for the public infrastructure, the parking structure was put out to bid with an alternate for the retaining wall that was part of the infrastructure package to see if better pricing could be obtained. Those bids did not provide better pricing, so it was determined to accept Alternate 1 for the gravity block retaining wall in the Graham Construction bid. Also, due to the receipt of only one bid and time required to evaluate options, there was urgency to provide Phase 1B infrastructure this fall which was contracted with KSI Construction. That work is being deleted from the contract with Graham Construction by this change order, and includes deletion of some water quality devices, reduction in the mobilization charge, and various small deletions.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH GRAHAM CONSTRUCTION, INC., OMAHA, NEBRASKA, TO PROVIDE FOR ADDITIONS AND DELETIONS OF WORK, WHICH WILL RESULT IN A DECREASE IN THE CONTRACT PRICE OF \$159,278.10.

WHEREAS, the City has determined it is necessary to make additions and deletions of the work; and

WHEREAS, the FY17/18 biennial budget provides funding for this project. The contract price decreases from \$4,298,611.80 to \$4,139,333.70.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for a change order to the contract with Graham Construction, Inc., Omaha Nebraska, to provide for additions and deletions of work, which will result in a decrease in the contract price of \$159,278.10.

PASSED AND APPROVED THIS 21ST DAY OF NOVEMBER, 2017.

CITY OF LA VISTA

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

ATTEST:

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

Date of Issuance: November 14, 2017

Effective Date: November 21, 2017

Project: La Vista City Centre Infrastructure Pavement and Sewers.	Owner: City of La Vista	Owner's Contract No.: CD-17-008
Contract: City Centre Infrastructure Pavement and Sewers		Date of Contract: 11/21/17
Contractor: Graham Construction		Engineer's Project No.: B16-0546

**The Contract Documents are modified as follows upon execution of this Change Order:**

Contract value revised by \$318,128.10 based due to scope modifications and inclusion of bid alternative #1. The scope modifications include removal of bid item 79: Filterra Inlets, removal of paving of 83<sup>rd</sup> Avenue extension and associated quantities, and reduction in mobilization to match allowed percentages. Additionally, ROW grading was added to the scope of work.

Attachments: (List documents supporting change):

1) Quantity Summary breakdown reflecting change in contract price due to scope modifications.

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$ 4,457,661.80

No Change from previously approved Change Orders

No. 0 to No. 0

\$ 0.00

Contract Price prior to this Change Order:

\$ 4,457,661.80

Decrease of this Change Order:

\$ 318,128.10

Contract Price incorporating this Change Order:

\$ 4,139,533.70

Original Contract Times:

204 Calendar days, Substantial Completion

229 Calendar days, Final Completion

No Change from previously approved Change Orders

No. 0 to No. 0

Substantial completion (days or date): No change

Ready for final payment (days or date): No Change

Contract Times prior to this Change Order:

October 22, 2018 – Substantial Completion

November 16, 2018 – Final Completion

No Change of this Change Order:

Substantial completion (days or date): No change

Ready for final payment (days or date): No change

Contract Times with all approved Change Orders:

October 22, 2018 – Substantial Completion

November 16, 2018 – Final Completion

RECOMMENDED:

By: Tony Eggett  
Engineer (Authorized Signature)

Date: 11/14/17

Approved by Funding Agency (if applicable):

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**City Centre Infrastructure Pavement & Sewers  
Change Order No. 1 Attachment #1**

Owner: City of La Vista      OA Project # 016-0546      Prepared By: Stacy Zablocki/Tony Egelhoff  
Contractor: Graham Construction      November 21, 2017

B	C	D	E	G	H	I
Item No.	Description	Pay Unit	Contract Qty(S) Prior to this Change Order	Qty(s) Adjustment Per This Change Order	Contract Qty(S) Per this Change Order	CONSTR Unit Price

<b>BID SECTION:</b>						
1	MOBILIZATION	LS	1.00	(0.11)	0.89	\$400,000.00 \$ (45,000.00)
2	REMOVE PAVEMENT	SY	5,453.00	(977.00)	4,476.00	\$10.30 \$ (10,063.10)
3	REMOVE SIDEWALK	SF	523.00	-	523.00	\$6.90 \$ -
4	REMOVE MEDIAN SURFACING	SF	1,136.00	-	1,136.00	\$10.30 \$ -
5	REMOVE 12" OR SMALLER SEWER PIPE	LF	526.00	-	526.00	\$14.70 \$ -
6	REMOVE 15" TO 18" SEWER PIPE	LF	311.00	-	311.00	\$14.70 \$ -
7	REMOVE 48" SEWER PIPE	LF	418.00	-	418.00	\$16.70 \$ -
8	REMOVE 54" SEWER PIPE	LF	53.00	-	53.00	\$24.50 \$ -
9	REMOVE MANHOLE	EA	3.00	-	3.00	\$685.00 \$ -
10	REMOVE FLARED END SECTION OVER 36" TO 48"	EA	1.00	-	1.00	\$294.00 \$ -
11	REMOVE FLARED END SECTION OVER 48" TO 60"	EA	1.00	-	1.00	\$294.00 \$ -
12	REMOVE LIGHT POLE	EA	2.00	-	2.00	\$975.00 \$ -
13	REMOVE AREA INLET	EA	1.00	-	1.00	\$735.00 \$ -
14	REMOVE CURB INLET	EA	3.00	-	3.00	\$490.00 \$ -
15	REMOVE SIGN	EA	2.00	-	2.00	\$98.00 \$ -
16	REMOVE FENCE	LF	856.00	-	856.00	\$3.90 \$ -
17	REMOVE SEGMENTAL RETAINING WALL	SF	2,883.00	-	2,883.00	\$3.90 \$ -
18	SAW CUT - FULL DEPTH	LF	457.00	(170.00)	287.00	\$4.50 \$ (765.00)
19	EXCAVATION - ON SITE	CY	19,263.00	-	19,263.00	\$6.75 \$ -
20	UNSUITABLE MATERIAL	CY	500.00	-	500.00	\$30.00 \$ -
21	SECURITY FENCE	LF	1,300.00	-	1,300.00	\$13.00 \$ -
22	TEMPORARY CONTRACTOR ACCESS ROAD	SY	2,914.00	-	2,914.00	\$9.00 \$ -
23	TEMPORARY 8-INCH SURFACING	SY	912.00	-	912.00	\$50.00 \$ -
24	RECONSTRUCT MANHOLE TO GRADE	VF	15.90	-	15.90	\$590.00 \$ -
25	ADJUST MANHOLE TO GRADE	EA	1.00	(1.00)	-	\$490.00 \$ (490.00)
26	ADJUST INLET TO GRADE	EA	1.00	(1.00)	-	\$735.00 \$ (735.00)
27	CONSTRUCT 6-INCH CONCRETE PAVEMENT (TYPE L65)	SY	4,799.00	-	4,799.00	\$64.00 \$ -
28	CONSTRUCT 8-INCH CONCRETE PAVEMENT (TYPE L65)	SY	10,354.00	(965.00)	9,389.00	\$57.00 \$ (55,005.00)
29	CONSTRUCT 8-INCH COMBINATION CURB AND GUTTER	LF	286.00	-	286.00	\$14.75 \$ -
30	CONSTRUCT 8-INCH IMPRINTED CONCRETE SURFACING	SF	3,249.00	-	3,249.00	\$17.75 \$ -
31	CONSTRUCT 4-INCH PCC SIDEWALK	SF	4,175.00	-	4,175.00	\$4.00 \$ -
32	CONSTRUCT 6-INCH CONCRETE MEDIAN SURFACING	SF	317.00	-	317.00	\$5.00 \$ -
33	CONSTRUCT CONCRETE CURB RAMP	SF	255.00	-	255.00	\$10.75 \$ -
34	ARMOR-TILE DETECTABLE WARNING PANELS	SF	53.00	-	53.00	\$31.50 \$ -
35	CONSTRUCT GRAVITY BLOCK RETAINING WALL	SF	996.00	-	996.00	\$70.00 \$ -
36	CONSTRUCT SOLDIER PILE RETAINING WALL	SF	3,530.00	(3,530.00)	-	\$120.00 \$ (423,600.00)
37	CONSTRUCT SMALL BLOCK RETAINING WALL	SF	382.00	-	382.00	\$24.00 \$ -
38	CONSTRUCT PIPE RAILING	LF	539.00	-	539.00	\$50.00 \$ -
38A	CONSTRUCT 48" BLACK VINYL CHAIN LINK FENCE	LF	418.00	-	418.00	\$20.00 \$ -
39	CONSTRUCT CURB WALL	SF	503.00	-	503.00	\$40.00 \$ -
40	AGGREGATE BEDDING FOR 10" STORM SEWER PIPE	LF	49.00	-	49.00	\$6.00 \$ -
41	AGGREGATE BEDDING FOR 12" STORM SEWER PIPE	LF	38.00	-	38.00	\$6.25 \$ -
42	AGGREGATE BEDDING FOR 15" STORM SEWER PIPE	LF	382.00	-	382.00	\$7.00 \$ -
43	AGGREGATE BEDDING FOR 18" STORM SEWER PIPE	LF	473.00	-	473.00	\$8.00 \$ -
44	AGGREGATE BEDDING FOR 24" STORM SEWER PIPE	LF	812.00	-	812.00	\$9.50 \$ -
45	AGGREGATE BEDDING FOR 30" STORM SEWER PIPE	LF	1,232.00	-	1,232.00	\$14.75 \$ -
46	AGGREGATE BEDDING FOR 36" STORM SEWER PIPE	LF	956.00	-	956.00	\$17.50 \$ -
47	AGGREGATE BEDDING FOR 42" STORM SEWER PIPE	LF	899.00	-	899.00	\$20.00 \$ -
48	AGGREGATE BEDDING FOR 54" STORM SEWER PIPE	LF	484.00	-	484.00	\$25.20 \$ -
49	CONSTRUCT 8" HDPE STORM SEWER PIPE	LF	24.00	-	24.00	\$49.00 \$ -
50	CONSTRUCT 10" HDPE STORM SEWER PIPE	LF	46.00	-	46.00	\$42.00 \$ -
51	CONSTRUCT 12" HDPE STORM SEWER PIPE	LF	38.00	-	38.00	\$49.00 \$ -
52	CONSTRUCT 15" HDPE STORM SEWER PIPE	LF	60.00	-	60.00	\$54.50 \$ -
53	CONSTRUCT 18" HDPE STORM SEWER PIPE	LF	25.00	-	25.00	\$64.00 \$ -
54	CONSTRUCT 24" HDPE STORM SEWER PIPE	LF	38.00	-	38.00	\$67.00 \$ -
55	CONSTRUCT 15" RCP, CLASS III	LF	322.00	-	322.00	\$50.00 \$ -
56	CONSTRUCT 18" RCP, CLASS III	LF	448.00	-	448.00	\$60.00 \$ -
57	CONSTRUCT 24" RCP, CLASS III	LF	774.00	-	774.00	\$62.00 \$ -
58	CONSTRUCT 30" RCP, CLASS III	LF	1,232.00	-	1,232.00	\$74.00 \$ -

# City Centre Infrastructure Pavement & Sewers Change Order No. 1 Attachment #1

		OA Project # 016-0546		Prepared By: Stacy Zablocki/Tony Egelhoff				
Owner: City of La Vista		Contractor: Graham Construction					November 21, 2017	
B	C	D	E	G		H	I	
Item No.	Description	Pay Unit	Contract Qty(S) Prior to this Change Order	Qty(s) Adjustment Per This Change Order	Contract Qty(S) Per this Change Order	CONSTR Unit Price	Change Order No. 1 Costs (G*H)	
59	CONSTRUCT 36" RCP, D(0.01) = 1350	LF	958.00	-	958.00	\$105.00	\$ -	
60	CONSTRUCT 36" RCP, D(0.01) = 1350 (OR HDPE)	LF	157.00	-	157.00	\$105.00	\$ -	
61	CONSTRUCT 42" RCP, D(0.01) = 1350	LF	899.00	-	899.00	\$130.00	\$ -	
62	CONSTRUCT 54" RCP, D(0.01) = 1350 (OR HDPE)	LF	484.00	-	484.00	\$165.00	\$ -	
63	CONSTRUCT 36" CONCRETE COLLAR	EA	1.00	-	1.00	\$2,050.00	\$ -	
64	CONSTRUCT 54" I.D. STORM MANHOLE	VF	24.30	-	24.30	\$750.00	\$ -	
65	CONSTRUCT 60" I.D. STORM MANHOLE	VF	43.80	-	43.80	\$770.00	\$ -	
66	CONSTRUCT 72" I.D. STORM MANHOLE	VF	33.00	-	33.00	\$800.00	\$ -	
67	CONSTRUCT 84" I.D. STORM MANHOLE	VF	87.00	-	87.00	\$1,105.00	\$ -	
68	CONSTRUCT 96" I.D. STORM MANHOLE	VF	143.90	-	143.90	\$1,185.00	\$ -	
69	CONSTRUCT TYPE "C" MANHOLE - NDOR STANDARD PLAN 435-R1	EA	1.00	-	1.00	\$20,450.00	\$ -	
70	PREPARATION OF STRUCTURE	LS	1.00	-	1.00	\$10,000.00	\$ -	
71	CONSTRUCT 30" RC FLARED END SECTION	EA	1.00	-	1.00	\$2,400.00	\$ -	
72	CONSTRUCT 36" RC FLARED END SECTION	EA	1.00	-	1.00	\$2,700.00	\$ -	
73	CONSTRUCT 42" RC FLARED END SECTION	EA	1.00	-	1.00	\$3,000.00	\$ -	
74	CONSTRUCT REINFORCED CURB INLET - TYPE III	EA	2.00	-	2.00	\$5,650.00	\$ -	
75	CONSTRUCT CURB INLET - TYPE I	EA	3.00	-	3.00	\$2,900.00	\$ -	
76	CONSTRUCT CURB INLET - TYPE III	EA	2.00	-	2.00	\$3,750.00	\$ -	
77	CONSTRUCT CURB INLET - TYPE IV	EA	4.00	-	4.00	\$2,825.00	\$ -	
78	CONSTRUCT GRATED INLET - TYPE "SADDLE CREEK" INLET	EA	11.00	-	11.00	\$6,500.00	\$ -	
79	INSTALL FILTERRA INLET	EA	3.00	(3.00)	-	\$20,100.00	\$ (60,300.00)	
80	AGGREGATE BEDDING FOR 6" SANITARY SEWER PIPE	LF	657.00	-	657.00	\$7.00	\$ -	
81	AGGREGATE BEDDING FOR 8" SANITARY SEWER PIPE	LF	1,531.00	-	1,531.00	\$7.00	\$ -	
82	AGGREGATE BEDDING FOR 10" SANITARY SEWER PIPE	LF	627.00	-	627.00	\$8.50	\$ -	
83	CONSTRUCT 6" PVC SANITARY SEWER PIPE	LF	657.00	-	657.00	\$33.00	\$ -	
84	CONSTRUCT 8" PVC SANITRAY SEWER PIPE	LF	1,531.00	-	1,531.00	\$33.00	\$ -	
85	CONSTRUCT 10" PVC SANITARY SEWER PIPE	LF	163.00	-	163.00	\$35.00	\$ -	
86	CONSTRUCT 10" DIP SANITARY SEWER PIPE	LF	464.00	-	464.00	\$150.00	\$ -	
87	CONSTRUCT 6"x8" WYE	EA	1.00	-	1.00	\$350.00	\$ -	
88	CONSTRUCT 6" CLEANOUT	EA	1.00	-	1.00	\$625.00	\$ -	
89	INSTALL EXTERNAL FRAME SEAL	EA	48.00	(1.00)	48.00	\$350.00	\$ (350.00)	
90	CONNECT SANITARY SEWER MANHOLE TAP	EA	1.00	-	1.00	\$12,000.00	\$ -	
91	CONNECT SANITARY SEWER MANHOLE TAP - EXTRA DEEP	EA	1.00	-	1.00	\$40,000.00	\$ -	
92	CONSTRUCT 54" I.D. SANITARY MANHOLE	VF	149.20	-	149.20	\$510.00	\$ -	
93	CONSTRUCT RIPRAP - TYPE "B"	TONS	204.00	-	204.00	\$62.00	\$ -	
94	1" DIA. SCH 40 PVC IN TRENCH	LF	12,380.00	-	12,380.00	\$3.00	\$ -	
95	#8 AWG STRANDED COPPER WIRE W/ THWN INSUL.	LF	18,590.00	-	18,590.00	\$0.65	\$ -	
96	LED GLOBE POST-TOP LUMINARE W/ TAPERED STEEL POLE AND CONC. BASE	EA	66.00	-	66.00	\$5,310.00	\$ -	
97	ELECTRIAL HANDHOLE/PULLBOX	EA	14.00	-	14.00	\$480.00	\$ -	
98	LIGHTING SERVICE CABINET	EA	1.00	-	1.00	\$18,782.00	\$ -	
99	PERMANENT PAINT MARKING - 4" WHITE	LF	4,682.00	-	4,682.00	\$2.25	\$ -	
100	PERMANENT PAINT MARKING - 5" YELLOW	LF	325.00	-	325.00	\$3.50	\$ -	
101	GROOVED	LF	972.00	-	972.00	\$5.50	\$ -	
102	GROOVED	LF	80.00	-	80.00	\$22.00	\$ -	
103	GROOVED	LF	310.00	-	310.00	\$22.00	\$ -	
104	DIRECTIONAL LEFT ARROW, GROOVED	EA	4.00	-	4.00	\$475.00	\$ -	
105	DIRECTIONAL RIGHT ARROW, GROOVED	EA	3.00	-	3.00	\$550.00	\$ -	
106	ADA STALL PAVEMENT MARKING SYMBOL	EA	7.00	-	7.00	\$175.00	\$ -	
107	REMOVE MARKING LINES - 5" WHITE	LF	62.00	-	62.00	\$17.00	\$ -	
108	REMOVE MARKING LINES - 12" WHITE	LF	40.00	-	40.00	\$29.00	\$ -	
109	REMOVE MARKING LINES - 24" WHITE	LF	120.00	-	120.00	\$33.00	\$ -	
110	REMOVE MARKING SYMBOL - DIRECTIONAL ARROW	EA	2.00	-	2.00	\$425.00	\$ -	
111	INSTALL TRAFFIC POSTS AND SIGNS, CONTRACTOR PROVIDED	LS	1.00	-	1.00	\$22,000.00	\$ -	
112	PROVIDE TEMPORARY TRAFFIC CONTROL	LS	1.00	-	1.00	\$15,000.00	\$ -	
113	INSTALL SEEDING (COVER CROP)	AC	1.20	-	1.20	\$835.00	\$ -	
114	INSTALL SEEDING (NATIVE MIX)	AC	0.52	-	0.52	\$3,050.00	\$ -	
115	INSTALL SEEDING TURF (EROSION CONTROL TYPE 2)	AC	6.06	-	6.06	\$8,500.00	\$ -	
116	INSTALL INLET PROTECTION	EA	22.00	(2.00)	20.00	\$215.00	\$ (430.00)	
117	INSTALL EROSION CHECK (WATTLE)	LF	2,953.00	-	2,953.00	\$3.00	\$ -	
118	INSTALL SODDING	SY	185.00	-	185.00	\$55.00	\$ -	





**City Centre Infrastructure Pavement & Sewers  
Change Order No. 1 Attachment #1**

OA Project # 016-0545 Prepared By: Stacy Zablocki/Tony Egelhoff  
Owner: City of La Vista Contractor: Graham Construction November 21, 2017

B	C	D	E	G		H	I
			Contract Qty(S) Prior to this Change Order	Qty(s) Adjustment Per This Change Order	Contract Qty(S) Per this Change Order	CONSTR Unit Price	Change Order No. 1 Costs (G*H)
Item No.	Description	Pay Unit					
119	INSTALL SILT FENCE	LF	460.00	-	460.00	\$3.00	\$ -
120	INSTALL FLEXAMAT	SY	174.00	-	174.00	\$97.00	\$ -
121	INSTALL TURF REINFORCEMENT MAT (TYPE A)	SY	491.00	-	491.00	\$6.25	\$ -
122	INSTALL SAFL BAFFLE	EA	3.00	-	3.00	\$6,900.00	\$ -
123	INSTALL SNOUT	EA	1.00	-	1.00	\$7,100.00	\$ -
124	INSTALL 18" I.D. PRESERVER	EA	1.00	-	1.00	\$4,200.00	\$ -
125	INSTALL 24" I.D. PRESERVER	EA	1.00	-	1.00	\$5,300.00	\$ -
126	INSTALL 30" I.D. PRESERVER	EA	1.00	-	1.00	\$6,900.00	\$ -
127	INSTALL 36" I.D. SKIMMER	EA	1.00	-	1.00	\$5,300.00	\$ -
128	CONSTRUCT WATER QUALITY STRUCTURE	LS	1.00	-	1.00	\$18,000.00	\$ -
129	INSTALL CONSTRUCTION ENTRANCE	EA	1.00	-	1.00	\$1,500.00	\$ -
130	RENTAL OF LOADER, FULLY OPERATED	HR	20.00	-	20.00	\$120.00	\$ -
131	RENTAL OF BACKHOE, FULLY OPERATED	HR	20.00	-	20.00	\$105.00	\$ -
132	RENTAL OF DUMP TRUCK, FULLY OPERATED	HR	20.00	-	20.00	\$95.00	\$ -
133	RENTAL OF SKID LOADER, FULLY OPERATED	HR	20.00	-	20.00	\$100.00	\$ -
134	RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATED	HR	20.00	-	20.00	\$175.00	\$ -
135	RENTAL OF VACUUM TRUCK, FULLY OPERATED	HR	20.00	-	20.00	\$340.00	\$ -
TOTAL							(\$596,738.10)

**CHANGE ORDER #1**

A1	Add Alternative #1 - Construct Gravity Block Retaining Wall	SF	-	3,530.00	3,530.00	\$75.00	\$ 264,750.00
B1	Right-of-Way Grading	CY	-	2,100.00	2,100.00	\$6.60	\$ 13,860.00
<b>TOTAL</b>							<b>\$ 278,610.00</b>

Original Contract Cost \$ 4,457,661.80  
Original Bid Quantity Changes \$ (596,738.10)  
Change Order No. 1 \$ 278,610.00  
Total Contract Costs \$ 4,139,533.70

F:\2016\0501-1000\016-0546\60-Construction\Contract Documents\Change Order\Graham\Attachment #1 (CO NO.1).xls\CO #1

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 21, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CHANGE ORDER NO. 1 PUBLIC IMPROVEMENT REDEV. PROJECT PHASE 1B PAVEMENT & SEWERS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to approve a change order to the contract with KSI Construction, Inc. of Omaha, NE for the addition of pavement removal, extend the construction of public pavement in 83<sup>rd</sup> Avenue and adjust the contract time accordingly. In an amount not to exceed \$82,487.12.

**FISCAL IMPACT**

The FY17/18 biennial budget provides funding for this project. The change order will increase the contract price by \$82,487.12 to a total of \$396,989.02.

**RECOMMENDATION**

Approval

**BACKGROUND**

A small portion of the change order, \$9,651.94, pertains to removal of existing pavement that is being deleted from the Site Preparation contract. This change was necessary for timing and coordination reasons. McDonald's restaurant chose to close and repave their parking lot rather than stay open for business. This decision presented an opportunity to pave more of 83<sup>rd</sup> Avenue this year and provide the new pavement in front of McDonald's and the car wash while they are closed rather than in the spring of 2018 when both will be open for business.

The cost to have KSI perform the additional paving was compared to the costs in the recent rebid and was found to be slightly lower if storm sewer work is not included. The storm sewer work will be performed under the public infrastructure rebid contract in the spring of 2018.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH KSI CONSTRUCTION, INC., OMAHA, NEBRASKA, FOR THE ADDITION OF PAVEMENT REMOVAL, EXTENSION OF PUBLIC PAVEMENT IN 83<sup>RD</sup> AVENUE AND ADJUST THE CONTRACT TIME ACCORDINGLY. IN AN AMOUNT NOT TO EXCEED \$82,487.12

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

WHEREAS, the FY17/18 biennial budget provides funding for this project. The change order will increase the contract price by \$82,487.12 to a total of \$396,989.02

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for a change order to the contract with KSI Construction, Inc., Omaha Nebraska, for the addition of pavement removal, extension of public pavement in 83<sup>rd</sup> avenue and adjust the contract time accordingly for an increase to the contract price not to exceed \$82,487.12

PASSED AND APPROVED THIS 21ST DAY OF NOVEMBER, 2017.

CITY OF LA VISTA

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

ATTEST:

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

Date of Issuance: November 10, 2017

Effective Date: November 21, 2017

Project: La Vista City Centre Phase 1B Pavement and Sewers.	Owner: City of La Vista	Owner's Contract No.: CD-17-008
Contract: Phase 1B Pavement and Sewers		Date of Contract: 09/11/17
Contractor: KSI Construction		Engineer's Project No.: B16-0546

**The Contract Documents are modified as follows upon execution of this Change Order:**

**Modification 1:** Contract value revised by \$9,651.94 based on modification as seen below with no change in time due to scope modification.

Cut and remove pavement in the limits of the Lot 4 parking lot.

**Modification 2:** Contract value revised by \$72,835.18 based on modification as see below with increase in time of 14 days for Substantial Completion due to scope modification. Extend pavement reconstruction along 83<sup>rd</sup> Avenue approximately 200 feet to minimize disruption to access for businesses along corridor.

Attachments: (List documents supporting change):

- 1) Work Change Directive #1.
- 2) Quantity Summary breakdown reflecting increase in contract price due to 83<sup>rd</sup> Avenue extension.

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$ 314,501.90

[Increase] [Decrease] from previously approved Change Orders

No. 0 to No. 0:

\$ 0.00

Contract Price prior to this Change Order:

\$ 314,501.90

Increase of this Change Order:

\$ 82,487.12

Contract Price incorporating this Change Order:

\$ 396,989.02

Original Contract Times:

82 Calendar days, Substantial Completion

201 Calendar days, Final Completion

[Increase] [Decrease] from previously approved Change Orders

No. 0 to No. 0:

Substantial completion (days or date): No change

Ready for final payment (days or date): No Change

Contract Times prior to this Change Order:

December 1, 2017 – Substantial Completion

March 30, 2018 – Final Completion

[Increase] of this Change Order:

Substantial completion (days or date): December 15, 2018

Ready for final payment (days or date): See Description Above

Contract Times with all approved Change Orders:

December 15, 2017 – Substantial Completion

March 30, 2018 – Final Completion

RECOMMENDED:

By: Tony Egelt  
Engineer (Authorized Signature)

Date: 11/10/17

Approved by Funding Agency (if applicable):

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Work Change Directive No. 01

Date of Issuance: 10/13/2017

Effective Date: 10/13/2017

Project: La Vista City Centre Phase 1B Public  
Improvements

Date of Contract: 09/11/2017

Owner: City of La Vista

Contractor: KSI

Engineer: Olsson Associates

Engineer's Project No.: B16-0546

Contractor is directed to proceed promptly with the following change(s): Cut and remove pavement in the limits of the Lot 4 parking lot.

Description: Contractor is to cut 25 LF and remove 1,237 SY of asphalt pavement at the south and west perimeter of lot 4. This is required to construct the Lot 4 parking lot. Quantities are to be added to KSI's contract and subtracted from Anderson Excavating's contract with agreement from both parties.

Attachments: *[List documents supporting change]*

### Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

### Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$9,651.94

[increase].

Contract Time N/A

[no change].

### Basis of estimated change in Contract Price:

☐ Lump Sum

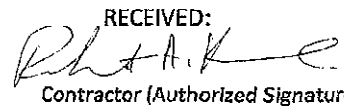
☒ Unit Price

☐ Cost of the Work

☐ Other

RECOMMENDED:  
By:   
Engineer (Authorized Signature)

AUTHORIZED BY:  
By:   
Owner (Authorized Signature)

RECEIVED:  
By:   
Contractor (Authorized Signature)

Title: Project Manager

Title: City Engineer

Title: PRESIDENT

Date: 10-13-17

Date: Oct. 16, 2017

Date: 10-17-17

Approved by Funding Agency (if applicable)

By:

Date:

Title:

**Construction Costs for 83rd Avenue Extension Work**

**KSI**

Item #	Item	Unit	Quantity	Unit Cost	Total Cost (KSI)
1A	MOBILIZATION	LA	1	\$4,407.00	\$4,407.00
2A	SAW CUT - FULL DEPTH	LF	170	\$9.04	\$1,536.80
3A	REMOVE PAVEMENT	SY	977	\$7.62	\$7,444.74
7A	CONSTRUCT 8-INCH CONCRETE PAVEMENT (TYPE L65)	SY	965	\$58.42	\$56,375.30
21A	ADJUST INLET TO GRADE	EA	1	\$2,260.00	\$2,260.00
30A	EXTERNAL FRAME SEAL	EA	1	\$1,695.00	\$1,695.00
32A	PROVIDE TEMPORARY TRAFFIC CONTROL	LS	1	\$2,054.34	\$2,054.34
33A	INSTALL INLET PROTECTION	EA	2	\$169.50	\$339.00
35A	ADJUST MANHOLE TO GRADE	EA	1	\$1,130.00	\$1,130.00
	<b>TOTAL CONSTRUCTION COSTS</b>				<b>\$72,835.18</b>

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 21, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CHANGE ORDER NO. 2 PHASE 1 GRADING-GOLF COURSE TRANSFORMATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to approve a change order to the contract with Blade Masters Grounds Mntc, Inc. of Bennington, Nebraska to provide for additions of work to the contract in an amount not to exceed \$62,860.20.

**FISCAL IMPACT**

The FY17/18 Biennial Budget provides funding in the Capital Improvement Program for this project. The contract price will increase from \$1,094,831.32 to \$1,157,691.52.

**RECOMMENDATION**

Approval

**BACKGROUND**

The existing lake outlet structure has some issues with leakage. The new outlet structure will address the leakage issues and will allow raising the permanent lake elevation by about 16 inches that will help create a larger water surface area. The recommended change order includes construction of a new lake outlet control structure with associated piping revisions, removal of buried debris encountered during excavation, increased removal of existing sediment, temporary seeding and sanitary manhole abandonment. The change order will also extend the completion date until June 1, 2018, but excavation of the lake is expected by January 1, 2018. The original completion date was December 1, 2018, but changes in excess soil disposal locations, coordination with the adjacent City Centre project, and addition of storm sewer outlet construction in Change Order 1 have required that date to be extended.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH BLADE MASTERS GROUNDS MNTC, INC., BENNINGTON, NEBRASKA, TO PROVIDE FOR ADDITIONS OF WORK TO THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$62,860.20.

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

WHEREAS, the FY17/18 Biennial Budget provides funding for the project. The contract price will increase from \$1,094,831.32 to 1,157,691.52 for an increased amount of \$62,860.20.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for a change order to the contract with Blade Masters Grounds Mntc, Inc., Bennington, Nebraska, to provide for additions of work to the contract in an amount not to exceed \$62,860.20.

PASSED AND APPROVED THIS 21ST DAY OF NOVEMBER, 2017.

CITY OF LA VISTA

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

ATTEST:

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



# Change Order No. 2

DATE: November 11, 2017

PROJECT: La Vista Golf Course Transformation Phase 1 Grading

TD2 File NO.: 171-417

OWNER: City of La Vista, Nebraska  
8116 Park View Blvd.  
La Vista, NE 68128

CONTRACTOR: Blade Masters Grounds Mntc, Inc.  
P.O. Box 167  
Bennington, NE 68007

CONTRACT DATE: March 31, 2017

## DESCRIPTION OF CHANGES:

ADDITION:					
Item	Description	Quantity	Unit	Unit Price	Amount
2.1	Remove and Dispose 24" FES	1	EA.	\$475.00	\$475.00
2.2	Remove and Dispose 18" Plastic Pipe	110	L.F.	\$22.00	\$2,420.00
2.3	Remove and Dispose 24" Plastic Pipe	55	L.F.	\$22.00	\$1,210.00
2.4	Install Cast-In-Place Inlet Structure W/ Modified Type 1 Area Inlet Top*	1	EA.	\$19,300.00	\$19,300.00
2.5	Install 24" RCP W/ Bedding, In Place	110	L.F.	\$54.00	\$5,940.00
2.6	Install Cast-In-Place FES Outlet Structure*	1	EA.	\$16,600.00	\$16,600.00
2.7	Install 42" Vinyl Coated Chain Link Fence	18	L.F.	\$65.00	\$1,170.00
2.8	Bentonite Seal	125	LBS.	\$2.00	\$250.00
2.9	Remove, Salvage, & Reinstall Type "C" Rock RipRap	1	L.S.	\$175.00	\$175.00
2.10	Debris Removal	1	L.S.	\$4,670.00	\$4,670.00
2.11	Temporary Seeding	14	AC.	\$685.00	\$9,590.00
2.12	Manhole Abandonment	1	L.S.	\$1,060.00	\$1,060.00

TOTAL ADDITION = \$62,860.00

NET CHANGE IN CONTRACT PRICE = \$62,860.00

CHANGE ORDER NO.1 CONTRACT PRICE = \$1,094,831.52

REVISED CONTRACT PRICE= \$1,157,691.52

\*Both cast-in-place structures are to use dewatering and cold weather practices as required to ensure the stability of the structures.

The contract time for the lake excavation is to be completed by January 1, 2018, whereas items from this change order are to be completed by June 1, 2018.

Reason for Changes:

Changes are being made at the request of the City of La Vista.

Items 2.1-2.9 are to remove existing drainage and installing a lake inlet structure to better control the overflows of the proposed lake.

Items 2.10-2.12 are items that have been addressed during the project and being added to record work that has/is being done.

Item 2.10 includes removal of concrete footing from pond retaining wall and cottonwood trees that were unknown at the start of the project.

Scott R. Loos, P.E.  
THOMPSON, DREESSEN & DORNER, INC.

The undersigned parties to the above-referenced contract hereby agree to the changes as set forth above.

THE CITY OF LA VISTA, NEBRASKA

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

BLADE MASTERS GROUNDS MNTC, INC.

  
BY

TITLE

  
Attest

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 21, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
INTERLOCAL COOPERATION AGREEMENT AMENDMENT - JURISDICTIONAL BOUNDARIES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG CITY PLANNER

**SYNOPSIS**

A resolution has been prepared authorizing amendments to the existing Interlocal Cooperation Agreement with the City of Gretna regarding jurisdictional boundaries.

**FISCAL IMPACT**

The elimination of duplication of services in the areas of planning, inspection, permits, and enforcement where the cities have had overlapping authority will result in a cost savings in the future.

**RECOMMENDATION**

Approval.

**BACKGROUND**

In 2006, City Administrator Gunn and Mayor Kindig met with the Mayor and other officials from the City of Gretna to discuss jurisdictional boundaries for future planning for both cities. An interlocal agreement was approved by both City Councils on December 19, 2006. An amendment to the interlocal agreement is proposed that would shift the agreed boundary slightly to include within Gretna jurisdiction the remainder of lots that currently are divided by the agreed boundary, and also include the entire right of way abutting such lots, as this is in the best interests of both cities and the residents in this area.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITIES OF LA VISTA AND GRETNA ESTABLISHING A MUTUALLY AGREED UPON JURISDICTIONAL BOUNDARY WITH RESPECT TO PRESENT AND FUTURE LAND USE PLANNING, ZONING AND ANNEXATION RELATED MATTERS BETWEEN THE CITIES

WHEREAS, the cities of La Vista and Gretna deem it to be to their mutual advantage to cooperate with each other 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 the respective communities; and

WHEREAS, the two cities desire to make more efficient use of their powers to provide services and facilities by cooperating to the mutual advantage of both cities in the elimination of duplication of public costs that result in dual exercise of planning, inspection, permits, enforcement and other aspects of exercise of overlapping authority over the same lands; and

WHEREAS, the respective communities deem it to be in the best interests of both that a resolution and amended agreement be reached with respect to present and future land use planning, zoning and annexation related matters;

NOW THEREFORE, BE IT RESOLVED, that an amendment to the Interlocal Cooperation Agreement between the City of La Vista, Nebraska and the City of Gretna, Nebraska establishing the jurisdictional boundaries, is hereby approved, and the Mayor and City Clerk be and hereby are, authorized to execute same on behalf of the City.

PASSED AND APPROVED THIS 21ST DAY OF NOVEMBER, 2017.

CITY OF LA VISTA

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

ATTEST:

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



FIRST AMENDMENT TO  
INTERLOCAL COOPERATION AGREEMENT  
CONCERNING JURISDICTIONAL BOUNDARIES  
DATED DECEMBER 19, 2006

THIS FIRST AMENDMENT is entered into effective as of October 1, 2017 to that Interlocal Cooperation Agreement between the City of Gretna, Sarpy County, Nebraska (therein and herein "Gretna") and the City of La Vista, Sarpy County, Nebraska (therein and herein "La Vista") dated December 19, 2006, hereinafter the "Agreement."

NOW, THEREFORE, IT IS AGREED that:

1. Recitals:
  - a. Gretna is proposing annexation ordinances of areas of Sarpy County that in part would affect areas in the vicinity of the jurisdictional dividing line between Gretna and La Vista reached in the Agreement ("Proposed Annexations");
  - b. The Proposed Annexations would include a strip of land adjacent to certain lots proposed for annexation as described or depicted in Exhibit A ("Applicable Area") that is within the current extraterritorial jurisdiction and jurisdictional authority and control of La Vista pursuant to the Agreement;
  - c. Gretna and La Vista for administrative and public service reasons desire to adjust the agreed boundary under the Agreement and realign the Applicable Area from La Vista's to Gretna's jurisdiction; and
  - d. Gretna and La Vista wish to enter into this First Amendment and amend the Agreement to acknowledge and agree to the realigned Applicable Area and adjusted jurisdictional dividing line between them for purposes of the Agreement.
2. All the recitals above shall be incorporated into and are part of this First Amendment.
3. The jurisdictional dividing line between La Vista and Gretna as described or depicted in Paragraph 1 or elsewhere in the Agreement is hereby deemed to be amended to reflect that the Applicable Area described or depicted in Exhibit "A" shall be realigned and become part of the area over which Gretna is authorized to exercise jurisdictional authority and control under the Agreement. This description shall be subject to a detailed metes and bounds description to be developed by the City Administrators of Gretna and La Vista or their respective designees.
4. La Vista and Gretna further agree that the Agreement and all terms and conditions thereof shall be deemed amended to be consistent with the immediately preceding Paragraph 2 of this First Amendment.
5. Except as modified by this First Amendment, all provisions of the Agreement shall be and remain in full force and effect in accordance with the terms thereof, and are hereby ratified, affirmed, adopted, and approved.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed.

DATE: \_\_\_\_\_

CITY OF GRETNA, a Nebraska  
municipal corporation

DATE: \_\_\_\_\_

CITY OF LA VISTA, a Nebraska  
municipal corporation

\_\_\_\_\_  
James W. Timmerman, Mayor

ATTEST:

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

ATTEST:

\_\_\_\_\_  
Tammy L. Tisdall, City Clerk, CMC

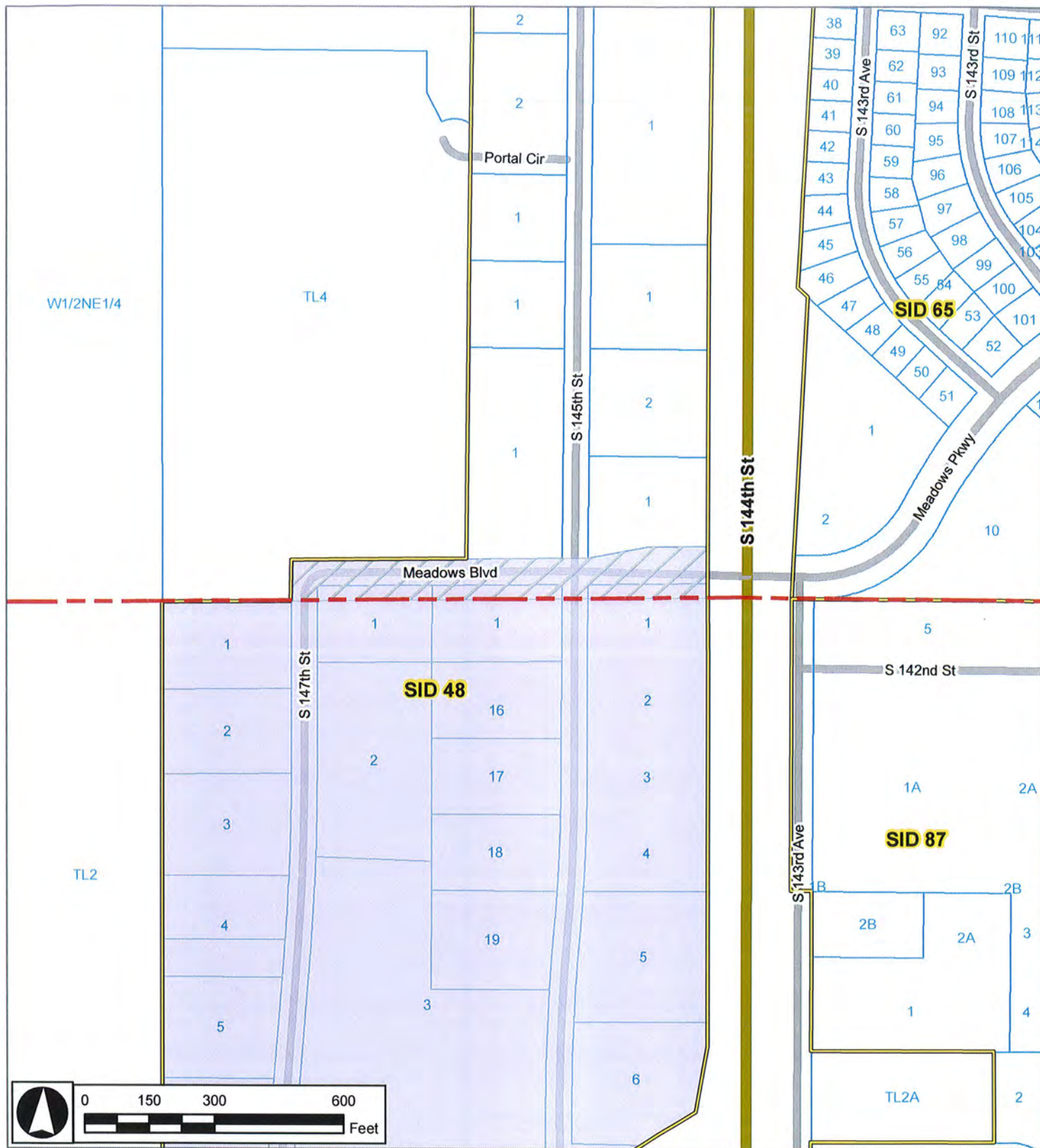
\_\_\_\_\_  
Pamela A. Buehe, City Clerk, CMC

EXHIBIT A





APPLICABLE AREA

*[Description or depiction of Applicable Area attached]*





## Legend

-  Growth Boundary - 12/19/2006
-  Applicable Area
-  Proposed Annexation
-  SID Boundary

## Exhibit A - Applicable Area

11/14/2017  
CAS





ITEM K

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 21, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PURCHASE OF POLICE MOBILE RADIOS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEREMY KINSEY POLICE CAPTAIN

**SYNOPSIS**

A resolution has been prepared to approve the purchase two (2) Motorola APX 600 Portable Radios and accessories from Motorola Solutions Inc., 13108 Collections Center Drive, Chicago, Il 60693, in an amount not to exceed \$8,895.60.

**FISCAL IMPACT**

The FY17/18 Biennial budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval

**BACKGROUND**

This purchase is being made to complete the equipping of two new police officers, who are both expected to complete basic training and begin patrol work in December 2017.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF TWO (2) MOTOROLA APX 600 PORTABLE RADIOS AND ACCESSORIES FROM MOTOROLA SOLUTIONS, CHICAGO, IL, IN AN AMOUNT NOT TO EXCEED \$8,895.60.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of new Motorola portable radios and accessories is necessary, and

WHEREAS, the FY17/18 Biennial budget does include funds for the proposed purchase; and

WHEREAS, Motorola Solutions is a sole source vendor and will extend that price to the City of La Vista, and

WHEREAS, Motorola Solutions is a highly qualified specialty public safety communications provider, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the purchase of two (2) Motorola APX 6000 portable radios and accessories from Motorola Solutions, Chicago, IL, in an amount not to exceed \$8,895.60.

PASSED AND APPROVED THIS 21ST DAY OF NOVEMBER, 2017.

CITY OF LA VISTA

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

ATTEST:

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

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 21, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PURCHASE OF MARKED POLICE VEHICLES ♦	RESOLUTION ORDINANCE RECEIVE/FILE	BRYAN WAUGH POLICE CAPTAIN

**SYNOPSIS**

A resolution has been approving the purchase of two (2) 2018 Ford Police, 1/2 Ton, F-150, 4x4 from Anderson Ford, Lincoln, Nebraska and up-fitting from 911 Custom, Overland Park, KS, in an amount not to exceed \$80,000.

**FISCAL IMPACT**

The FY 17/18 Biennial budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval

**BACKGROUND**

These vehicles will replace the Code Enforcement vehicle, a 1999 Ford F-150 and a marked police car, 2008 Dodge Charger. The purchase is being made off of the Nebraska State Contract. Expected delivery and payment for the vehicles will be in approximately 120 days (April-May 2018).

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF TWO (2) 2018 FORD POLICE, 1/2 TON, F-150 4x4S FROM ANDERSON FORD, LINCOLN, NEBRASKA ALONG WITH UP-FITTING FROM 911 CUSTOM, OVERLAND PARK, KANSAS IN AN AMOUNT NOT TO EXCEED \$80,000.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of new marked police vehicles is necessary, and

WHEREAS, the FY 17/18 Biennial budget provides funding for this purchase, and

WHEREAS, the State of Nebraska did receive bids for 2018 police vehicles, and

WHEREAS, Anderson Ford, Lincoln, Nebraska, was awarded the state bid for Nebraska for the 2018 Ford Police, 1/2 Ton, F-150 Vehicle and will extend that price to the City of La Vista, and

WHEREAS, 911 Custom is a highly qualified and specialty emergency vehicle up-fitter, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the purchase of two (2) 2018 Ford Police, 1/2 Ton, F-150, 4x4s from Anderson Ford, Lincoln, Nebraska along with up-fitting from 911 Customs, Overland Park, Kansas, in an amount not to exceed \$80,000.

PASSED AND APPROVED THIS 21ST DAY OF NOVEMBER, 2017.

CITY OF LA VISTA

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

ATTEST:

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

ITEM M

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 21, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PURCHASE OF MARKED K-9 VEHICLE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRYAN WAUGH POLICE CAPTAIN

**SYNOPSIS**

A resolution has been prepared to approve the purchase one (1) 2018 Chevrolet Tahoe 4x4 Police Utility vehicle from Sid Dillon Chevrolet, Wahoo, Nebraska and up-fitting from 911 Custom, Overland Park, KS, in an amount not to exceed \$50,000.

**FISCAL IMPACT**

The FY 17/18 Biennial budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval

**BACKGROUND**

This vehicle will replace a 2008 Dodge Charger K-9 Vehicle. The purchase is being made off of the Nebraska State Contract. Expected delivery and payment for the vehicles will be in approximately 120 days (April-May 2018).

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF ONE (1) 2018 CHEVROLET TAHOE 4X4 POLICE UTILITY VEHICLE FROM SID DILLON CHEVROLET, WAHOO, NEBRASKA ALONG WITH UP-FITTING FROM 911 CUSTOM, OVERLAND PARK, KANSAS, IN AN AMOUNT NOT TO EXCEED \$50,000.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of new marked police vehicles is necessary, and

WHEREAS, the FY 17/18 Biennial budget does provides funding for this purchase, and

WHEREAS, the State of Nebraska did receive bids for 2018 police vehicles, and

WHEREAS, Sid Dillon Chevrolet, Wahoo, Nebraska, was awarded the state bid for Nebraska for the 2018 Chevrolet Tahoe 4x4 Police Utility Vehicle and will extend that price to the City of La Vista, and

WHEREAS, 911 Custom is a highly qualified and specialty emergency vehicle up-fitter, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the purchase of one (1) 2018 Chevrolet Tahoe 4x4 Police Utility vehicle from Sid Dillon Chevrolet, Wahoo, Nebraska along with up-fitting from 911 Customs, Overland Park, Kansas, in an amount not to exceed \$50,000.

PASSED AND APPROVED THIS 21ST DAY OF NOVEMBER, 2017.

CITY OF LA VISTA

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

ATTEST:

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