

# MINUTE RECORD

A-2

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

## LA VISTA CITY COUNCIL MEETING January 16, 2018

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on January 16, 2018. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Director of Public Works Soucie, City Engineer Kottmann, Director of Administrative Services Pokorny, Finance Director Miserez, Human Resources Director Czarnick, Library Director Barcal, Recreation Director Stopak, City Planner Solberg and Fire Chief Bowes.

A notice of the meeting was given in advance thereof by publication in the Times on January 3, 2018. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

### SERVICE AWARD – BRYAN WAUGH- 20 YEARS

Mayor Kindig recognized Bryan Waugh for 20 Years of Service to the City of La Vista.

### POLICE DEPARTMENT LIFE SAVING AWARD PRESENTATION – OFFICER JAMES BERGER

Mayor Kindig and Police Chief Lausten presented Officer James Berger with the Police Department Life Saving Award.

### APPOINTMENTS - RE-APPOINT – DOUGLAS KINDIG, KIM THOMAS, BOB LAUSTEN – LA VISTA BOARD OF HEALTH – 1 YEAR TERM; MICHAEL KRZYWICKI, TOM MILLER – PLANNING COMMISSION – 3 YEAR TERM

Mayor Kindig stated, with the approval of the City Council, he would like to re-appoint Douglas Kindig, Kim Thomas and Bob Lausten to the La Vista Board of Health for a 1-year term, and Michael Kryzywicki and Tom Miller to the Planning Commission for a 3-year term.

Councilmember Sheehan made a motion to approve the re-appointments. Seconded by Councilmember Quick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE JANUARY 2, 2018 CITY COUNCIL  
MEETING
3. APPROVAL OF THE MINUTES OF THE DECEMBER 14, 2017 PLANNING  
COMMISSION MEETING
4. MONTHLY FINANCIAL REPORT – NOVEMBER 2017
5. REQUEST FOR PAYMENT – SAP SUCCESSFACTORS – PROFESSIONAL  
SERVICES – PERFORMANCE SYSTEM SOFTWARE - \$9,533.89
6. REQUEST FOR PAYMENT – OLSSON ASSOCIATES – PROFESSIONAL  
SERVICES – LA VISTA 96<sup>TH</sup> & BRENTWOOD TRAFFIC SIGNAL - \$2,714.07
7. REQUEST FOR PAYMENT – OLSSON ASSOCIATES – PROFESSIONAL  
SERVICES – CITY CENTRE PHASE 1 PUBLIC INFRASTRUCTURE -  
\$28,606.81

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**8. REQUEST FOR PAYMENT - THOMPSON, DREESSEN & DORNER, INC. -  
PROFESSIONAL SERVICES - LA VISTA PHASE 1 GOLF COURSE  
TRANSFORMATION - PROPOSED LAKE IMPROVEMENTS - \$9,495.91**

**9. RESOLUTION NO. 18-002 - APPROVE ASSET FORFEITURE EXPENDITURE  
MASTER PLAN - POLICE DEPARTMENT**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE FY18 ASSET FORFEITURE EXPENDITURE MASTER PLAN.

WHEREAS, the La Vista Police Department receives a portion of the assets seized by Federal agencies under Department of Justice guidelines; and

WHEREAS, the City Council has adopted a Council Policy Statement entitled "Police Department Asset Forfeiture Expenditures"; and

WHEREAS, the Council Policy Statement entitled "Police Department Asset Forfeiture Expenditures" requires the creation, submittal and approval of a yearly Asset Forfeiture Expenditure Master Plan; and

WHEREAS, the FY18 Asset Forfeiture Expenditure Master Plan has been reviewed and recommended for approval.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the FY18 Asset Forfeiture Expenditure Master Plan.

**10. RESOLUTION NO. 18-004 - APPROVE PURCHASE - IN-CAR MOBILE DATA  
COMPUTERS**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF THREE (3) IN-CAR MOBILE DATA COMPUTERS FROM DELL AND WESTERN STATES CONTRACTING ALLIANCE (WSCA), IN AN AMOUNT NOT TO EXCEED \$7,275.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of technology related items is necessary; and

WHEREAS, the FY18 General Fund Budget provides funding for the proposed purchases; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of three (3) In-Car Mobile Data Computers from Dell and Western States Contracting Alliance (WSCA) in an amount not to exceed \$7,275.

**11. RESOLUTION NO. 18-005 - ADVERTISEMENT OF BIDS - STREET SWEEPER**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR PURCHASE OF A NEW STREET SWEEPER

WHEREAS, the Mayor and Council have determined that the replacement of a street sweeper is necessary, and

WHEREAS, the FY 17/18 Biennial Budget provides funding for the lease/purchase of the proposed replacement; and

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

Advertise for Bids January 24, 2018

Bids Due/Open February 9, 2018 at 10:00 a.m.

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

Council Award Bid

February 20, 2018

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 replacement of the 2009 Street Sweeper.

## 12. APPROVAL OF CLAIMS

3E-ELECTRICAL ENGINEERING, services	\$275.36
ACTION SIGNS INC, services	\$380.25
ALTEC INDUSTRIES INC, maint.	\$123.59
AMERICAN LEGAL PUBLISHING CO, services	\$399.00
BABER, B., travel	\$330.00
BADGER BODY, maint.	\$492.00
BEST BOOKS INC, books	\$916.20
BLACK HILLS ENERGY, utilities	\$3,450.73
BOB'S RADIATOR REPAIR CO INC, maint.	\$143.00
BRITE IDEAS DECORATING, services	\$294.00
BUILDERS SUPPLY CO INC, services	\$60.06
CAPSTONE PRESS INC, books	\$785.09
CASCADEN, T., travel	\$84.00
CENTURY LINK BUSN SVCS, phones	\$106.45
CENTURY LINK, phones	\$628.57
CITY OF OMAHA, services	\$2,750.00
CITY OF PAPILLION, services	\$175,777.00
CLASS C SOLUTIONS GROUP, supplies	\$322.19
COX COMMUNICATIONS, services	\$277.40
CULLIGAN OF OMAHA, services	\$20.00
CUMMINS CENTRAL POWER LLC, maint.	\$76.62
DELL MARKETING L.P., services	\$3,636.56
DESIGN WORKSHOP INC, services	\$44,413.86
DLR GROUP, services	\$5,939.85
DULTMEIER SALES & SERVICE, maint.	\$89.90
EDGEWEAR SCREEN PRINTING, apparel	\$1,403.00
FBG SERVICE CORP, bld&grnds	\$11,930.00
FIRST NATIONAL BANK FREMONT, bonds	\$44,967.38
FOSTER, T., travel	\$84.00
FUN SERVICES, supplies	\$960.00
GALE, books	\$47.23
GT DISTRIBUTORS INC, supplies	\$1,277.00
H & H CHEVROLET LLC, maint.	\$102.87
H W WILSON CO INC, books	\$252.50
HANEY SHOE STORE, apparel	\$150.00
HARTS AUTO SUPPLY, maint.	\$178.00
HEIMES CORP, bld&grnds	\$160.16
HOBBY LOBBY, supplies	\$377.10
HOME DEPOT, bld&grnds	\$169.39
HY-VEE INC, supplies	\$495.81
INGRAM LIBRARY SERVICES, books	\$199.70
JEBRO INC, services	\$26.40
KRIHA FLUID POWER CO INC, maint.	\$34.23
LOGAN CONTRACTORS SUPPLY, bld&grnds	\$47.88
LOGO LOGIX EMBROIDERY & SCREEN, apparel	\$15.00
LOU'S SPORTING GOODS, supplies	\$597.92
LOWE'S, bld&grnds	\$6.65
MARK A KLINKER, services	\$200.00
MARTIN MARIETTA AGGREGATES, supplies	\$1,112.65
MAX I WALKER, services	\$615.49
MENARDS-RALSTON, bld&grnds	\$97.43
METRO COMM COLLEGE, services	\$14,178.91
MIDLANDS COMM FOUNDATION, services	\$250.00

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MIDWEST ALARM, services	\$1,869.00
MIDWEST TAPE, media	\$71.17
MMC MECHANICAL CONTRACTORS, bld&grnds	\$186.00
MOCIC MID-STATES ORGANIZED, services	\$200.00
MORPHO TRAK LLC, services	\$1,875.00
MUD, utilities	\$240.80
NAT'L EVERYTHING WHOLESALE, supplies	\$55.83
NE ENVIRONMENTAL PRODS, maint.	\$1,498.50
NE LAW ENFORCEMENT, services	\$672.00
NE TITLE COMPANY, services	\$200.00
NE WELDING LTD, maint.	\$21.43
NOBBIES INC, supplies	\$36.38
NUTS & BOLTS INC, maint.	\$11.40
OFFICE DEPOT INC, supplies	\$797.41
OLSSON ASSOCIATES, services	\$61,705.04
OMAHA WORLD-HERALD, services	\$689.20
OPPD, utilities	\$46,866.29
ORIENTAL TRADING CO, supplies	\$188.89
PAPILLION SANITATION, services	\$1,043.57
PAPILLION TIRE INC, maint.	\$87.67
PLAINS EQUIPMENT GROUP, maint.	\$394.66
PLUTA, D., travel	\$84.00
READY MIXED CONCRETE CO, services	\$4,269.49
RUNZA RESTAURANT, services	\$1,237.00
SALEM PRESS, books	\$148.50
SARPY COUNTY ECON DEV.CORP, services	\$7,500.00
SCARPA, D., travel	\$84.00
SCHEMMER ASSOCIATES INC, services	\$3,032.10
SCHLEGEL, J., travel	\$84.00
SINNETT, J., travel	\$330.00
SOUTHERN UNIFORM & EQUIPMENT, apparel	\$340.50
SPENCER FANE LLP, services	\$2,532.50
TASC, services	\$724.50
TED'S MOWER SALES, services	\$189.25
THOMPSON DREESSEN & DORNER, services	\$6,357.50
TIGHTON FASTENER & SUPPLY INC, bld&grnds	\$89.99
TOTAL MARKETING INC, bld&grnds	\$76.23
TRACTOR SUPPLY, supplies	\$5.99
TRANE U S INC, bld&grnds	\$138.22
TRANS UNION RISK, services	\$67.90
TRAVELERS, services	\$4,938.65
TY'S OUTDOOR POWER & SVC INC, maint.	\$83.20
U.S. CELLULAR, phones	\$825.12
UHE, R., travel	\$84.00
VERIZON WIRELESS, phones	\$129.09
VIERREGGER ELECTRIC CO, services	\$1,678.50
WICK'S STERLING TRUCKS INC, maint.	\$18,674.58
YANKEE HILL BRICK CO, bld&grnds	\$62.00

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

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Planner Solberg stated the Streetscape Public Meeting would be held January 17 at 6 pm at City Hall.

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Fire Chief Bowes presented a report on Fire operations. He stated call volume is increasing, however, the average response time is down. Bowes stated they are upgrading mobile data computers.

Police Chief Lausten reported that the department has completed an 8-hour mental health class for all officers to help those in a mental crisis. CIT training for officers will begin in February. The DARE graduation at G. Stanley Hall Elementary School will be Friday at 2 pm. Lausten also stated that some of the asset forfeiture money will be used to make the basement into the training facility.

## **B. RESOLUTION – AWARD BID – 96<sup>TH</sup> & BRENTWOOD TRAFFIC SIGNAL**

Councilmember Sell introduced and moved for the adoption of Resolution No. 18-006 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDED A CONTRACT TO VIERREGGER ELECTRIC CO., OMAHA NEBRASKA FOR FURNISHING AND INSTALLING TRAFFIC SIGNAL EQUIPMENT AT 96<sup>TH</sup> & BRENTWOOD DRIVE IN AN AMOUNT NOT TO EXCEED \$306,470.16.

WHEREAS, the City Council of the City of La Vista has determined that placement of a traffic signal at 96<sup>th</sup> & Brentwood Drive is necessary; and

WHEREAS, the FY17/18 Biennial Budget provides funding for the replacement; and

WHEREAS, Bids were solicited and one bid was received, 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 the contract to Vierregger Electric Co., Omaha Nebraska for furnishing and installing traffic signal equipment at 96<sup>th</sup> & Brentwood Drive in an amount not to exceed \$306,470.16.

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

## **C. RESOLUTION – AUTHORIZE AMENDMENT – ARCHITECTURAL SERVICES – PUBLIC OFFSTREET PARKING FACILITIES - 84<sup>TH</sup> STREET PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT**

Councilmember Hale introduced and moved for the adoption of Resolution No. 18-007 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AMENDMENT NO. 3 TO A PROFESSIONAL SERVICES AGREEMENT WITH DLR GROUP INC. (DLR) FOR ARCHITECTURAL CONSTRUCTION PHASE SERVICES FOR PUBLIC OFFSTREET PARKING FACILITIES IN THE 84<sup>TH</sup> STREET PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT AREA FOR A TOTAL CONTRACT AMOUNT, TO DATE, NOT TO EXCEED \$442,556.00

WHEREAS, the City Council of the City of La Vista has determined that said services are necessary; and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve Amendment No. 3 to a professional services agreement with DLR Group, Inc. (DLR) for Architectural Construction Phase Services for public offstreet parking facilities in the 84<sup>th</sup> Street public improvement redevelopment project area for a total contract amount not to exceed to date \$442,556.00. and is approved in form and content on file with the City Clerk, subject to any changes the City Administrator or City Engineer determines necessary or advisable.

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

## **D. DISCUSSION - ALLOWING CHICKENS IN RESIDENTIAL DISTRICTS**

Councilmember Thomas stated he had researched this matter and found that chickens typically only lay eggs for 2-3 years. He was concerned about what happens to the chickens after they stop laying eggs. He also stated that even though current neighbors may approve of chickens, new neighbors may not, and if someone tries to sell their home, it may adversely affect the sale of the property due to the neighbor having chickens.

Councilmember Quick stated she saw the value of caring for animals with her experiences in 4-H, however, she is concerned that if we allow chickens will we open up to have requests for other animals.

Councilmember Crawford said he supported a change with restrictions, possibly something similar to Bellevue or Gretna with a limit of four chickens.

Councilmember Hale stated she is ok with chickens with restrictions.

Councilmember Sheehan stated he believed that chickens belong on a farm.

Councilmember Ronan stated that when the dog and cat ordinance was changed, he didn't like that one property has the potential of having 18 dogs in the perimeter yards. Could have same issue with chicken coops. He stated this may have been possible in the 60s or 70s, but now the city is too densely populated.

Councilmember Frederick stated that chickens should not be within city limits as chickens are better suited in rural environments.

Mayor Kindig stated that there is not enough consensus from Council to move forward with a change to the ordinance.

## **E. RESOLUTION - ADOPT 2018-2020 STRATEGIC PLAN**

Councilmember Thomas introduced and moved for the adoption of Resolution No.18-008 entitled A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO ADOPT STRATEGIC PLAN 2018 - 2020.

WHEREAS, the Mayor and City Council recognize the importance and value of having a deliberate planning process to help guide all facets of city government; and

WHEREAS, the Mayor and City Council believe that it is essential to set goals and review them periodically to ensure progress; and

WHEREAS, on Saturday, August 29, 2017 the Mayor and City Council held a work session to update the City's Strategic Plan; and

WHEREAS, the attached Strategic Plan 2018 - 2020 is developed as a collaborative effort between the Mayor and City Council and the City's leadership team and establishes the organizational priorities for a two year planning period.

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the Strategic Plan 2018 - 2020 as attached and presented at the January 16, 2018 City Council meeting.

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

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No. 729 — Roberts & Company, Inc. QJMAA E1310568LD

## COMMENTS FROM THE FLOOR

There were no comments from the floor.

## COMMENTS FROM MAYOR AND COUNCIL

Councilmember Sheehan asked when the Council retreat was scheduled. City Administrator Gunn stated February 24<sup>th</sup> at 8:30am.

Mayor Kindig reported on legislation.

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

PASSED AND APPROVED THIS 6TH DAY OF FEBRUARY, 2018.

CITY OF LA VISTA

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

ATTEST:

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

Meeting of the Board of Directors

LA VISTA/METROPOLITAN COMMUNITY COLLEGE  
CONDOMINIUM OWNERS ASSOCIATION, INC.

MINUTES OF MEETING  
November 13, 2017

4:00 p.m.

Members Present:	Rose Barcal Robin Hixson	Brenda Gunn Bernie Sedlacek	Rich Hanneman Joe Soucie
Members Absent:			
Guests:	Patrick Pepper	Jeff Siebels	

Agenda Item #1: Announcement of Location of Posted Open Meetings Act.

A copy of the Open Meetings Act is posted on the North wall of the conference room for public access and reference. A copy of the act is also available.

Agenda Item #2: Approval of the Notice of the Meeting.

Notice of Meeting was published by the City and College in the Times and Omaha World Herald. Moved by Gunn and seconded by Hanneman to approve. Board members voting aye: Barcal, Gunn, Hanneman, Hixson, Sedlacek and Soucie. Nays: none. Absent: none. Motion approved.

Agenda Item #6: Other Business

At 4:02 p.m. Hixson made a motion to go into executive session for the protection of the public interest for litigation. Seconded by Hanneman. Board members voting aye: Barcal, Gunn, Hanneman, Hixson, Sedlacek and Soucie. Nays: none. Absent: none. Motion approved.

Agenda Item #3: Approval of the Minutes from August 14, 2017.

Moved by Gunn and seconded by Soucie to approve the August 14, 2017 meeting minutes. Board members voting aye: Barcal, Gunn, Hanneman, Hixson, Sedlacek and Soucie. Nays: none. Absent: none. Motion approved.

Agenda Item #4: MCC Smoking Policy.

Discussion was held concerning the Metropolitan Community College's (MCC) Smoking Policy. MCC is tobacco free as of September 17, 2017. Soucie and MCC worked with Lisa Bell at Sarpy Center to designate a space: a smoking area on the southeastern side of the building.

Agenda Item #5: Long Range Capital Improvement Plan.

The parking lot, east side and north, would cost an estimated \$400,000 right now. A better estimate will be obtained. Future needs: flat roof is 21 years old. The metal roof portion has a 30 year warranty. In 2030, the metal roof will be needed. Upper windows may/may not need regasketing. A rental lift to do this would be approximately \$4,000 with estimated costs of \$15-



20,000 for the total project. The tower: estimated replacement costs \$80,000 by 2020. Carpet replacement for 2020. No estimate of this costs. Gluing is taking place in the study rooms and in Room 138 at the library. Boiler/hot water heaters: \$10,000 estimate. Heat pump replacements are ongoing. New lighting fixtures are needed in the library.

Agenda Item #6: Other Business

For timeliness concerning the lawyer, "Other Business" was moved after "Approval of the Notice of Meeting".

Agenda Item #7: Next Meeting

The next meeting will be Monday, February 12, 2018 at 4:00 p.m. at the La Vista Public Library, Room #142.

It was moved by Gunn and seconded by Sedlacek to adjourn the meeting at 4:47 p.m.

# G702 APPLICATION and CERTIFICATE for PAYMENT

To: City of LaVista  
8800 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: 3

App. Date: January 17, 2018

Period to: ARCHITECT

Project No: 1488-17

Contract Date: August 30, 2017

Distribution to:  
☒ 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:

314,501.90
86,894.12
401,396.02
383,252.05

- a. of Completed Work
- b. of Stored Material

38,325.22
0.00

### TOTAL RETAINAGE

6. TOTAL EARNED LESS RETAINAGE
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
8. CURRENT PAYMENT DUE
9. BALANCE TO FINISH, INCLUDING RETAINAGE

38,325.22
344,926.83
256,003.08
88,923.74
56,468.19

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	86,894.12	0.00
Total approval this Month	0.00	0.00
TOTALS	86,894.12	0.00
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 Date: January 17, 2018

State of: Nebraska County of: Douglas

Subscribed and sworn before me this 17th day of January 2018

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 the foregoing statements are accurate to the best of his/her knowledge and belief.

Notary Public: Ryan J. Miller 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 \$88,923.74

(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: Tony [Signature] Date: 1/22/18

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

CAUTION: You should use an original document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

Consent Agenda 2/6/18

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Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application No: 3

App. Date: January 17, 2018

Period to:

Use Column I on Contracts where variable retainage for line items may apply.

Project No: 1498-17

A Item #	B Description of Work	C Schedule of Values	D Work Completed		E This Period	F Materials Stored & Used Prior + Current	G Total Completed and Stored To Date	H Balance to Finish	I Retainage
			From Previous Application(s)						
1.180	Provide Temporary Traffic Control	2,130.00	2,130.00		0.00		2,130.00	0.00	213.00
1.180	83rd Avenue Extension - Provide	2,054.34	2,054.34		0.00		2,054.34	0.00	205.43
2.200	Saw Cut - Full Depth	1,111.92	0.00		0.00		0.00	1,111.92	0.00
2.200	Remove Pavement	16,024.86	16,024.86		0.00		16,024.86	0.00	1,602.49
2.200	Remove Median Surfacing	800.10	800.10		0.00		800.10	0.00	80.01
2.200	Remove Sign	678.00	678.00		0.00		678.00	0.00	67.80
2.200	Install Construction Entrance	904.00	0.00		0.00		0.00	904.00	0.00
2.200	83rd Avenue Extension - Saw Cut - Full	1,536.80	1,536.80		0.00		1,536.80	0.00	153.68
2.200	83rd Avenue Extension - Remove	7,444.74	7,444.74		0.00		7,444.74	0.00	744.47
2.950	Mobilization	678.00	678.00		0.00		678.00	0.00	67.80
2.950	83rd Avenue Extension - Mobilization	4,407.00	4,407.00		0.00		4,407.00	0.00	440.70
3.001	Construct 6-inch concrete pavement (Type	5,695.20	5,695.20		0.00		5,695.20	0.00	569.52
3.001	Construct 8-inch concrete pavement (Type	141,922.35	85,153.41	56,768.94			141,922.35	0.00	14,192.24
3.001	Construct 8-inch combination curb and	406.80	406.80		0.00		406.80	0.00	40.68
3.001	Construct 8-inch imprinted concrete	6,542.70	0.00		0.00		0.00	6,542.70	0.00
3.001	Construct 4-inch PCC sidewalk	4,312.08	2,156.04	1,078.02			3,234.06	1,078.02	323.41
3.001	Construct 6-inch concrete median	3,893.85	0.00		0.00		0.00	3,893.85	0.00
3.001	Construct concrete curb ramp	1,720.68	0.00		0.00		0.00	1,720.68	0.00
3.001	Armor-Tile detectable warning panels	406.80	0.00		0.00		0.00	406.80	0.00
3.001	Construct Bollard	1,695.00	0.00		0.00		0.00	1,695.00	0.00

PAGE 1 TOTAL:

204,365.22	129,165.29	57,846.96	187,012.25	91.51	17,352.97	18,701.23
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A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application  
 F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application No: 3

App. Date: January 17, 2018

Period to:

Use Column I on Contracts where variable retainage for line items may apply.

Project No: 1498-17

A Item #	B Description of Work	C Schedule of Values	D Work Completed		E This Period	F Materials Stored & Used Prior + Current	G		H Balance to Finish	I Retainage
			From Previous Application(s)				Total Completed and Stored To Date	%		
3.001	Construct Concrete Header	791.00	0.00		0.00		0.00	0.00	791.00	0.00
3.001	83rd Avenue Extension - Construct 8-inch	56,375.30	28,187.65		28,187.65		56,375.30	100.00	0.00	5,637.53
15.401	Aggregate Bedding for 10" Storm Sewer	316.40	316.40		0.00		316.40	100.00	0.00	31.64
15.401	Aggregate Bedding for 18" Storm Sewer	20,063.36	7,632.80		12,430.56		20,063.36	100.00	0.00	2,006.34
15.401	Construct 10" HDPE storm sewer pipe	316.40	316.40		0.00		316.40	100.00	0.00	31.64
15.401	Construct 18" RCP, Class III	20,063.36	20,063.36		0.00		20,063.36	100.00	0.00	2,006.34
15.401	Construct 84" I.D. Storm manhole	10,167.29	10,167.29		0.00		10,167.29	100.00	0.00	1,016.73
15.401	Adjust inlet to grade	1,155.00	1,155.00		0.00		1,155.00	100.00	0.00	115.50
15.401	Construct Curb Inlet Type III	7,721.29	7,721.29		0.00		7,721.29	100.00	0.00	772.13
15.401	Construct Curb Inlet Type IV	6,299.75	6,299.75		0.00		6,299.75	100.00	0.00	629.98
15.401	Aggregate Bedding for 6" Sanitary Sewer	2,938.00	2,938.00		0.00		2,938.00	100.00	0.00	293.80
15.401	Aggregate Bedding for 8" Sanitary Sewer	12,053.02	12,053.02		0.00		12,053.02	100.00	0.00	1,205.30
15.401	Construct 6" PVC Sanitary Sewer Pipe	2,938.00	2,938.00		0.00		2,938.00	100.00	0.00	293.80
15.401	Construct 8" PVC Sanitary Sewer Pipe	12,053.02	12,053.02		0.00		12,053.02	100.00	0.00	1,205.30
15.401	Construct 54" I.D. Sanitary Manhole	23,132.67	23,132.67		0.00		23,132.67	100.00	0.00	2,313.27
15.401	Construct 6" X 8" WYE	565.00	565.00		0.00		565.00	100.00	0.00	56.50
15.401	External Frame Seal	3,432.00	3,432.00		0.00		3,432.00	100.00	0.00	343.20
15.401	Construct 18" Pipe Plug	1,235.00	1,235.00		0.00		1,235.00	100.00	0.00	123.50
15.401	Install Inlet Protection	339.00	339.00		0.00		339.00	100.00	0.00	33.90
15.401	83rd Avenue Extension - Adjust Inlet to	2,260.00	2,260.00		0.00		2,260.00	100.00	0.00	226.00
15.401	83rd Avenue Extension - External Frame	1,695.00	1,695.00		0.00		1,695.00	100.00	0.00	169.50

PAGE 2 TOTAL:

185,909.86	144,500.65	40,618.21	185,118.86	99.57	791.00	18,511.90
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Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application No: 3

App. Date: January 17, 2018

Period to:

Use Column I on Contracts where variable retainage for line items may apply.

Project No: 1498-17

A Item #	B Description of Work	C Schedule of Values	D Work Completed		E This Period	F Materials Stored & Used Prior + Current	G		H Balance to Finish	I Retainage
			From Previous Application(s)				Total Completed and Stored To Date	%		
15.401	83rd Avenue Extension - Install Inlet	339.00	0.00		339.00		339.00	100.00	0.00	33.90
15.401	83rd Avenue Extension - Adjust Manhole	1,130.00	1,130.00		0.00		1,130.00	100.00	0.00	113.00
18.100	Work Change Directive #1	9,651.94	9,651.94		0.00		9,651.94	100.00	0.00	965.19

PAGE 3 TOTAL:

11,120.94	10,781.94	339.00	11,120.94	100.00	0.00	1,112.09
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GRAND TOTAL:

401,396.02	284,447.88	98,804.17	383,252.05	95.48	18,143.97	38,325.22
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F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

A5



# Invoice

Reference Invoice Number with Payment

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

HDR Invoice No. 1200095541  
Invoice Date 08-JAN-2018  
Invoice Amount Due \$18,650.98  
Payment Terms 30 NET

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

Remit To PO Box 74008202  
Chicago, IL 60674-8202  
Wire Transfer To Bank of America ML US  
ABA# 081000032  
Account# 355004076604

Project Management for Services for Public Improvements and Other Works.

## Professional Services

From: 26-NOV-2017 To: 30-DEC-2017

Professional Services Summarization	Hours	Billing Rate	Amount
Civil Engineer	33.75		4,878.11
Communications Coordinator	14.00		996.34
Communications Coordinator Sr	1.50		216.36
Graphic Designer 2	48.50		4,274.62
Project Controller	1.00		97.96
Project Manager	33.50		7,212.93
Sr. Civil Engineer	5.75		881.54
	<b>138.00</b>		<b>\$18,557.86</b>
<b>Total Professional Services</b>			<b>\$18,557.86</b>

Expense Summarization	Quantity	Billing Rate	Amount
Mileage Personal	51.00		27.30
Printing/Reprographics			65.82
<b>Total Expenses</b>			<b>\$93.12</b>

**Amount Due This Invoice (USD) \$18,650.98**

Fee Amount	\$649,972.00
Fee Invoiced to Date	\$202,850.05
Fee Remaining	\$447,121.95

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

05.11.0909.03

R. Ramirez

Consent Agenda 2/6/18 (ph)

# Invoice

HDR Invoice No. 1200095541  
 Invoice Date 08-JAN-2018

## Professional Services and Expense Detail

Project Number: 10053040 Project Description: LaVista-Project Mgmt Svcs  
 Task Number: 1.0 Task Description: Project Management

Professional Services		Hours	Billing Rate	Amount
Civil Engineer	Christiansen, Adam P.	5.00	103.86	519.30
Project Controller	Clifton, Rachel M	0.75	96.99	72.74
Project Controller	Clifton, Rachel M	0.25	100.89	25.22
Project Manager	Koenig, Christopher J	33.00	216.00	7,128.00
Project Manager	Zietlow, Leanne M	0.50	169.86	84.93
Sr. Civil Engineer	Cain, Christopher A	4.00	150.30	601.20
Sr. Civil Engineer	Cain, Christopher A	1.25	156.33	195.41
Sr. Civil Engineer	Zietlow, Leanne M	0.50	169.86	84.93
		<b>45.25</b>		<b>\$8,711.73</b>
		<b>Total Professional Services</b>		<b>\$8,711.73</b>

Expense		Qty	Billing Rate	Amount
Mileage Personal	Koenig, Christopher J	12.00	0.535	6.42
Mileage Personal	Koenig, Christopher J	39.00	0.535	20.88
Printing/Reprographics	ARC Document Solutions LLC			47.84

**Total Expense \$75.14**

**Total Task \$8,786.87**

# Invoice

HDR Invoice No. 1200095541  
Invoice Date 08-JAN-2018

Professional Services and Expense Detail				
Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs	
Task Number:	2.0	Task Description:	Construction Team Coordination	
Professional Services		Hours	Billing Rate	Amount
Civil Engineer	Cain, Christopher A	22.50	150.30	3,381.75
Civil Engineer	Cain, Christopher A	6.25	156.33	977.06
		28.75		\$4,358.81
		Total Professional Services		\$4,358.81
Expense		Qty	Billing Rate	Amount
Printing/Reprographics	ARC Document Solutions LLC			14.07
		Total Expense		\$14.07
		Total Task		\$4,372.88

Professional Services and Expense Detail				
Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs	
Task Number:	3.0	Task Description:	Public Outreach	
Professional Services		Hours	Billing Rate	Amount
Communications Coordinator	Veldhouse, Kristen Lynn	10.25	70.50	722.63
Communications Coordinator	Veldhouse, Kristen Lynn	3.75	72.99	273.71
Communications Coordinator Sr	Rittershaus, Stephanie Gwen	1.50	144.24	216.36
Graphic Designer 2	Meszler, Christopher S	28.00	87.00	2,436.00
Graphic Designer 2	Meszler, Christopher S	14.75	90.09	1,328.83
Graphic Designer 2	Rolfes, Christina A	5.25	88.35	463.84
Graphic Designer 2	Rolfes, Christina A	0.50	91.89	45.95
		64.00		\$5,487.32
		Total Professional Services		\$5,487.32
Expense		Qty	Billing Rate	Amount
Printing/Reprographics	ARC Document Solutions LLC			3.91
		Total Expense		\$3.91
		Total Task		\$5,491.23



A-6

## Invoice



**FELSBURG  
HOLT &  
ULLEVIG**

connecting and enhancing communities

**Mail Payments to:**  
PO Box 911704  
Denver, CO 80291-1704  
303.721.1440 • 303.721.0832 fax

December 18, 2017  
Project No: 115453-11  
Invoice No: 20750

Mr. John Kottmann, PE  
City Engineer  
City of La Vista  
8116 Park View Blvd  
La Vista, NE 68128

Project 115453-11 69th & Giles Crosswalk  
**Professional Services for the Period: October 27, 2017 to November 30, 2017**  
**Professional Personnel**

	Hours	Rate	Amount	
Sr Engineer				
Meisinger, Mark	10.50	175.00	1,837.50	
Transportation Planner III				
Leadbetter, Kelly	.75	120.00	90.00	
Labor	11.25		1,927.50	
<b>Total Labor</b>				<b>1,927.50</b>
<b>Reimbursable Expenses</b>				
Mileage			9.63	
Traffic Counts			650.00	
<b>Total Reimbursables</b>			<b>659.63</b>	<b>659.63</b>
<b>In-House Units</b>				
B&W Printing	1.0 B&W Print @ 0.12		.12	
Color Printing	4.0 Prints @ 0.19		.76	
<b>Total In-House</b>			<b>.88</b>	<b>.88</b>
<b>TOTAL AMOUNT DUE</b>				<b>\$2,588.01</b>

**Billed-To-Date Summary**

	Current	Prior	Total
Labor	1,927.50	0.00	1,927.50
Expense	659.63	0.00	659.63
In-House	.88	0.00	.88
<b>Totals</b>	<b>2,588.01</b>	<b>0.00</b>	<b>2,588.01</b>

O.K. to pay  
JMK  
1-16-2018

01.20.0303

Project Manager Mark Meisinger

Consent Agenda 2/6/18 (pb)

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

January 11, 2018

Project No: 10-17105-00  
Invoice No: 0143131

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: December 1, 2017 to December 31, 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	149,822.00	0.00
Bid Negotiation	18,728.00	100.00	18,728.00	18,728.00	0.00
<b>Total Fee</b>	<b>374,556.00</b>		<b>374,556.00</b>	<b>374,556.00</b>	<b>0.00</b>
<b>Total Fee</b>					<b>0.00</b>

**Reimbursable Expenses**

Printing & Copy Services	972.80	
Travel Expenses-Mileage	11.77	
<b>Total Reimbursables</b>	<b>984.57</b>	<b>984.57</b>
<b>Total this Invoice</b>		<b>\$984.57</b>

**Billings to Date**

	Current	Prior	Total
Fee	0.00	228,806.00	228,806.00
Labor	0.00	88,550.00	88,550.00
Consultant	0.00	57,200.00	57,200.00
Expense	984.57	6,399.49	7,384.06
<b>Totals</b>	<b>984.57</b>	<b>380,955.49</b>	<b>381,940.06</b>

O.K. to pay  
JMK 1-26-2018  
CD-17-008  
05.71.0909.003

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 2/6/18 @

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

TD<sup>2</sup> File No. 171-417.22  
January 30, 2018

**PAYMENT RECOMMENDATION NO. 9 ON CONTRACT FOR GOLF COURSE TRANSFORMATION,  
PHASE 1 GRADING**

Owner: The 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

REVISED CONTRACT AMOUNT WITH CHANGE ORDER NO 1 AND NO. 2: \$1,157,691.52

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATIONS: \$ 961,666.42

Item	Description	Approx. Quantities		Unit Price		Amount
1	Mobilization	1	LS	\$ 33,000.00 / LS		\$ 33,000.00
2	Install and Maintain Construction Entrance	1	EA	\$ 9,000.00 / EA		\$ 9,000.00
3	Existing Lake Draining/Dewatering	1	EA	\$ 33,000.00 / EA		\$ 33,000.00
4	Clearing and Grubbing	1	LS	\$ 24,000.00 / LS		\$ 24,000.00
5	Exploratory Excavation	5.25	HRS	\$ 133.00 / HRS		\$ 698.25
6	Remove and Replace Topsoil (17,000 CY Moved Twice)	20,070	CY	\$ 3.00 / CY		\$ 60,210.00
7	Common Excavation with Placement on Site	34,456	CY	\$ 4.20 / CY		\$ 144,715.20
8	Lake Excavation with Placement on Site	90,958	CY	\$ 6.00 / CY		\$ 545,748.00
9	Lake Excavation with Haul Off to Contractor's Designated Site	15,128	CY	\$ 8.33 / CY		\$ 126,016.24
10	Lake Excavation with Haul Off to School Site	0	CY	\$ 6.33 / CY		\$ 0.00
11	Scarify, Recompact and Stabilize Lake Bottom	23,100	SY	\$ 0.40 / SY		\$ 9,240.00
12	Construct Temporary Crossing Over existing Storm Sewer	3	LS	\$ 1,000.00 / LS		\$ 3,000.00
13	Remove and Dispose of Debris Including Markers, Sprinkler Lines and Drains from Sand Traps	1	LS	\$ 6,000.00 / LS		\$ 6,000.00
14	Remove and Salvage Bridge	0	LS	\$ 4,500.00 / LS		\$ 0.00
15	Remove Articulated Concrete Block	0	SF	\$ 3.00 / SF		\$ 0.00
16	Remove Pump Structure Enclosure and Waterline	1	LS	\$ 2,000.00 / LS		\$ 2,000.00
17	Remove Wood Retaining Wall	187	LF	\$ 6.00 / LF		\$ 1,122.00
18	Remove Chain link Fence	70	LF	\$ 8.00 / LF		\$ 560.00
19	Remove Golf Net Pole and Base	10	EA	\$ 330.00 / EA		\$ 3,300.00
20	Remove P.C.C. Cart Path with Full Depth Saw Cut	14,420	SF	\$ 0.80 / SF		\$ 11,536.00
21	Remove A.C.C. Cart Path	17,100	SF	\$ 0.80 / SF		\$ 13,680.00
22	Remove Rock Surfacing	500	SY	\$ 1.00 / SY		\$ 500.00

Item	Description	Approx. Quantities		Unit Price		Amount
23	Remove Abandoned Water Line	0	LF	\$ 10.00 / LF	\$	0.00
24	Remove Abandoned Sewer Line	0	LF	\$ 20.00 / LF	\$	0.00
25	Silt Fence, in place	8,842	LF	\$ 2.75 / LF	\$	24,315.50
26	Construct 6" P.C.C Trail	0	SF	\$ 5.00 / SF	\$	0.00
27	Construct 9" P.C.C. Trail	0	SF	\$ 6.00 / SF	\$	0.00
28	Place Type B Rip Rap with Geotextile Fabric	0	TON	\$ 60.00 / TON	\$	0.00
29	Seeding and Fertilizer with Erosion Control Fabric	0	SY	\$ 1.55 / SY	\$	0.00
30	Seeding and Fertilizer with Mulch	0	AC	\$ 2,700.00 / AC	\$	0.00
<b>SUBTOTAL</b>						<b>\$1,051,641.19</b>
<b>ADDITIONS PER CHANGE ORDER NO. 1:</b>						
1.1	Removal and Disposal 18" FES	0	EA.	\$ 200.00 / EA.	\$	0.00
1.2	Install 18" CMP W/Bedding, In Place	0	L.F.	\$ 38.00 / L.F.	\$	0.00
1.3	Install 18" Concrete Collar, In Place	0	EA.	\$ 725.00 / EA.	\$	0.00
1.4	54" Storm Sewer Manhole Over Existing 18" CMP, In Place	0	V.F.	\$ 580.00 / V.F.	\$	0.00
1.5	Type "C" Rock RipRap on Non-Woven Geotextile Fabric, In Place	0	TON	\$ 58.00 / TON	\$	0.00
1.6	Unstable Trench Bedding, If Necessary, In Place	0	TON	\$ 23.00 / TON	\$	0.00
1.7	Geotextile Fabric, If Necessary, In Place	0	S.Y.	\$ 4.25 / S.Y.	\$	0.00
1.8	Thompson Creek Cross Vane Repair-RipRap	0	TON	\$ 46.00 / TON	\$	0.00
1.9	Thompson Creek Cross Vane Repair-General Labor	0	HR	\$ 35.00 / HR	\$	0.00
1.10	Thompson Creek Cross Vane Repair-Skid Loader	0	HR	\$ 85.00 / HR	\$	0.00
1.11	Thompson Creek Cross Vane Repair-Mini Ex	0	HR	\$ 105.00 / HR	\$	0.00
1.12	Thompson Creek Cross Vane Repair-Install Concrete Cube Blocks	0	L.S.	\$ 192.60 / L.S.	\$	0.00
1.13	Thompson Creek Cross Vane Repair-Turf Type Seeding	0	A.C.	\$ 3,485.00 / A.C.	\$	0.00
1.14	Thompson Creek Cross Vane Repair-Wetland Seeding	0	S.F.	\$ 3,485.00 / S.F.	\$	0.00
1.15	Thompson Creek Cross Vane Repair-Erosion Control Mat	0	S.Y.	\$ 1.15 / S.Y.	\$	0.00
<b>TOTAL ADDITIONS PER CHANGE ORDER NO. 1:</b>						<b>\$ 0.00</b>

Item	Description	Approx. Quantities	Unit Price	Amount
<b>ADDITIONS PER CHANGE ORDER NO. 2:</b>				
2.1	Remove and Dispose 24" FES	1 EA.	\$475.00 / EA.	\$ 475.00
2.2	Remove and Dispose 18" Plastic Pipe	110 L.F.	\$22.00 / L.F.	\$ 2,420.00
2.3	Remove and Dispose 24" Plastic Pipe	55 L.F.	\$22.00 / L.F.	\$ 1,210.00
2.4	Install Cast-In-Place Inlet Structure W/Modified Type 1 Area Inlet Top*	1 EA.	\$19,300.00 / EA.	\$ 19,300.00
2.5	Install 24" RCP W/ Bedding, In Place	0 L.F.	\$54.00 / L.F.	\$ 0.00
2.6	Install Cast-In-Place FES Outlet Structure*	0 EA.	\$16,600.00 / EA.	\$ 0.00
2.7	Install 42" Vinyl Coated Chain Link Fence	0 L.F.	\$65.00 / L.F.	\$ 0.00
2.8	Bentonite Seal	0 LBS.	\$2.00 / LBS.	\$ 0.00
2.9	Remove, Salvage, & Reinstall Type "C" Rock RipRap	0 L.S.	\$175.00 / L.S.	\$ 0.00
2.10	Debris Removal	1 L.S.	\$4,670.00 / L.S.	\$ 4,670.00
2.11	Temporary Seeding	14 AC.	\$685.00 / AC.	\$ 9,590.00
2.12	Manhole Abandonment	1 L.S.	\$1,060.00 / L.S.	\$ 1,060.00
<b>TOTAL ADDITIONS PER CHANGE ORDER NO. 2</b>				<b>\$ 38,725.00</b>
<b>TOTAL</b>				<b>\$ 1,090,366.19</b>
<b>LESS 5% RETAINED</b>				<b>\$ 54,518.31</b>
<b>LESS PREVIOUS PAYMENT RECOMMENDATIONS</b>				<b>\$ 961,666.42</b>
<b>AMOUNT DUE CONTRACTOR</b>				<b>\$ 74,181.46</b>

We recommend that payment in the amount of \$74,181.46 be made to Blade Masters Grounds Mntc, Inc.

Respectfully submitted,

THOMPSON, DREESSEN & DORNER, INC.

  
 Charles E. Riggs, P.E.  
 Contract Engineer

CER/tjp

cc: Blade Masters Grounds Mntc, Inc.

*OK to pay  
 2/1/18  
 05-71.9916.003  
 J.C.*

*Consent Agenda 2/6/2018*

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
FEBRUARY 6, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
DEPARTMENT OF TRANSPORTATION MAINTENANCE AGREEMENT - 84 <sup>TH</sup> STREET	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

The Nebraska Department of Transportation (NDOT) has requested that the City renew its agreement for 2018 whereby the City will perform all surface maintenance on the four lane miles of 84<sup>th</sup> Street from Harrison Street to Giles Road.

**FISCAL IMPACT**

The State reimbursement to the City is \$1,575 per lane mile for 2018. The revenue is reflected in the FY 18 general fund budget.

**RECOMMENDATION**

Approval

**BACKGROUND**

The original agreement between the City and NDOT was adopted in April 1990, and it has been subsequently renewed each year. Updates were made to the agreement in 2001 and 2006. The reimbursement amount was increase in 2008 to its current level. No changes to the agreement are being proposed for 2018.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AGREEMENT #121 WITH THE NEBRASKA DEPARTMENT OF TRANSPORTATION FOR THE SURFACE MAINTENANCE OF HIGHWAY N-85 (84<sup>TH</sup> STREET).

WHEREAS, the Nebraska Department of Transportation is proposing to renew an agreement whereby the City of La Vista would assume maintenance responsibilities for that portion of Highway N-85 (84<sup>th</sup> Street) which lies within the City of La Vista's corporate boundaries; and

WHEREAS, it is the determination of the City Council of the City of La Vista that it is in the best interest of our citizenry and the traveling public to assume official maintenance responsibilities.

NOW, THEREFORE BE IT RESOLVED, that the Mayor of the City of La Vista be, and hereby is, authorized to renew an agreement with the Nebraska Department of Transportation for maintenance of that portion of Highway N-85 (84<sup>th</sup> Street) which lies within the corporate limits of the City of La Vista for the period of January 1, 2018 to December 31, 2018.

PASSED AND APPROVED THIS 6TH DAY OF FEBRUARY, 2018.

CITY OF LA VISTA

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

ATTEST:

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

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

## AGREEMENT RENEWAL

Maintenance Agreement No. 121

Maintenance Agreement between the Nebraska Department of Transportation and the  
Municipality of La Vista  
Municipal Extensions in La Vista

We hereby agree that Maintenance Agreement No. 5 described above be renewed for  
the period January 1, 2018 to December 31, 2018.

All figures, terms and exhibits to remain in effect as per the original agreement dated  
January 1, 2016 with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by  
their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST: City of La Vista

Pamela A. Suethe  
City Clerk/Witness



[Signature]  
Mayor/Designee

Executed by the State this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST: State of Nebraska

\_\_\_\_\_  
District Engineer, Department of Transportation



# NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

## City Maintenance Agreement

### Attachment B

City of: La Vista

Date: 1/1/18

#### ☒ Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 4.00 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$1,575.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

4.00 lane miles x \$1,575.00 per lane mile = \$6,300.00.

#### ☐ Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$            per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

lane miles x \$            per lane mile = \$

#### ☒ Other (*Explain*)

In reference to section (4) of this agreement; The State will assist the City when requested by the City in the location of State owned facilities occupying adjacent to and on the right-of-way.

**Neb. rev. Stat. 39-1339  
and Neb. Rev. Stat. 39-2105**

[illegible]

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
FEBRUARY 6, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE REQUEST FOR LETTERS OF INTEREST-SEWER RATE STUDY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing a Request for Letters of Interest for engineering services necessary to perform a sanitary sewer rate study for the FY20 through FY24 time period.

**FISCAL IMPACT**

The FY19/20 Biennial Budget process will request funds for the rate study from the Sewer Fund.

**RECOMMENDATION**

Approval

**BACKGROUND**

The present La Vista Sewer Rate Study is valid for the FY 15 through FY 19 period. The City of Omaha has a rate study in progress that will establish rates for the next five year period after 2018. The City of Omaha treats sewage and bills La Vista for this service. The rate study is planned for completion by April 2019 so recommendations are available to update the FY20 Sewer Fund budget.

After letters of interest are received, they will be evaluated by staff and a Request for Proposals will be sent to those firms found to be most suitable to perform the rate study. City staff will evaluate the proposals that are received, conduct interviews if necessary, make a selection, and negotiate a proposed fee with the selected firm. The recommendation will be brought to the City Council for approval.

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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A REQUEST FOR LETTERS OF INTEREST FOR ENGINEERING SERVICES TO PERFORM A SEWER RATE STUDY**

WHEREAS, the Mayor and Council have determined that it is desirable to take letters of interest for engineering services to perform a sewer rate study; and

WHEREAS, information has been prepared for the request for letters of interest; and

WHEREAS, the FY19/20 Biennial budget process will request funds for the rate study; and

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the a request for letters of interest for engineering services to perform a sewer rate study and the City Clerk is hereby authorized to advertise for the request for letters of interest in accordance with the information prepared by staff, and said letters of interest are due by 3:00 p.m. March 7, 2018, at City Hall, 8116 Park View Blvd., La Vista, Nebraska 68128.

PASSED AND APPROVED THIS 6TH DAY OF FEBRUARY, 2018.

CITY OF LA VISTA

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

ATTEST:

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

**Request for Letters of Interest  
Sewer Rate Study  
City of La Vista, Nebraska**

The City of La Vista ("City") is seeking letters of interest for conducting a sanitary sewer rate study within the City's Wastewater Service Area. Letters of interest will be received Monday through Thursday, 8:00 am to 4:30 pm and Friday from 8:00 am to 12:00 noon, local time, except holidays, from February 7, 2018 until 3:00 pm on March 1, 2018.

All letters of interest must be sent to Pam Buethe, La Vista City Clerk, 8116 Park View Boulevard, La Vista, NE 68128.

All companies and individuals who are interested in performing the study must only contact John M. Kottmann, City Engineer, 9900 Portal Road, La Vista, NE 68128. **Contact with any other City employee, elected official, or others associated with the project may result in disqualification.**

Project specific information can be requested in writing from John M. Kottmann, City Engineer, 9900 Portal Road, La Vista, NE 68128, (402) 331-8927, or [jkottmann@cityoflavista.org](mailto:jkottmann@cityoflavista.org). Information and the complete request for letters of interest are also available on the internet at:  
<http://www.cityoflavista.org/Bids.aspx>

**PUBLISH:**        February 14, and February 21, 2018



# **REQUEST FOR LETTERS OF INTEREST**

## **Sewer Rate Study**

**8116 Park View Blvd**

**La Vista, Sarpy County, Nebraska**

**Letters Due: 3:00 pm, March 1, 2018**

**February 6, 2018**

**City Hall**  
8116 Park View Blvd.  
La Vista, NE 68128-2198  
p: 402-331-4343  
f: 402-331-4375

**Community Development**  
8116 Park View Blvd.  
p: 402-593-6400  
f: 402-593-6445

**Library**  
9110 Giles Rd.  
p: 402-537-3900  
f: 402-932-6352

**Police**  
7701 South 96th St.  
p: 402-331-1582  
f: 402-331-7210

**Public Works**  
9900 Portal Rd.  
p: 402-331-8927  
f: 402-331-1051

**Recreation**  
8116 Park View Blvd.  
p: 402-331-3455  
f: 402-331-0299

[www.cityoflavista.org](http://www.cityoflavista.org)  
[info@cityoflavista.org](mailto:info@cityoflavista.org)

## **General Information**

### **Request for Letters of Interest**

The City of La Vista ("City") is seeking letters of interest from prospective qualified consultants to conduct Sanitary Sewer rate studies within the City of La Vista Wastewater Service Area.

Letters of interest will be received Monday through Thursday 8:00 am to 4:30 pm and Friday from 8:00 am to 12:00 noon, local time, except holidays, from February 7, 2018 until 3:00 pm on March 1, 2018. Letters of interest shall be clearly marked "Letter of Interest-Sewer Rate Study-City of La Vista, Nebraska."

**Submit one (1) original and six (6) copies of the letter of interest including attachments in a sealed envelope marked as noted above.**

This complete Request for Letters of Interest must be received from John M. Kottmann, La Vista City Engineer, 9900 Portal Road, La Vista, NE 68128, (402) 331-8927, [jkottmann@cityoflavista.org](mailto:jkottmann@cityoflavista.org) or via the internet at <http://www.cityoflavista.org/Bids.aspx> All requests for clarifications or additional information concerning this request must be made to the City Engineer as identified above.

**Contact with any other City of La Vista ("City"), employee, elected official, or other individuals or organizations associated with the proposed Project may result in disqualification.**

Letters of Interest must be sent to:

City of La Vista  
c/o of Pam Buethe, City Clerk  
8116 Park View Blvd.  
La Vista, NE 68128

Letters of Interest not addressed and delivered to the above person will not be considered.

Letters of Interest received after the above stated time and date will not be considered.

The City will not be liable for costs incurred by consultants for letter of interest preparation, printing, demonstration, or any other costs associated with or incurred in reliance on letter of interest creation. All such costs shall be the responsibility of the consultant.

### **Procedures for Evaluation and Determination of Prequalification:**

1. Evaluation for prequalification will be done by the City Engineer or City Administrator of the City of La Vista or other persons or advisors, as determined by the City Engineer or City Administrator (together "Authorized Person(s)"). After evaluation the Authorized Person(s) will prepare letters informing consultants of their prequalification status. The Request for Proposal shall be sent to the prequalified consultant's selected based on information submitted to the City in response to this request for letters of interest. Only those consultants who receive written notice of prequalification will be eligible to respond to the Request for Proposal.
2. The following factors, where applicable, will be used by the Authorized Person(s) to determine a consultants' prequalification status:
  - a. Understanding of services required to perform the requested study
  - b. Ability to meet the requirements, timeline and schedule for the study as described in this request
  - c. Services proposed
  - d. Ability, capability and skills of the person identified to perform the sewer rate study
  - e. Character, integrity, reputation, judgment, and experience of the consulting firm
  - f. Quality and history of previous performance on similar studies
  - g. Study organization and personnel resources
  - h. Study management and methods
  - i. Such other information as may be secured having a bearing on the selections

### **Terms and Conditions:**

Below are the proposed terms and conditions for the contract, which are subject to further negotiation. All general terms and conditions approved in the final contract shall be consistent with nationally recognized models of general terms and conditions which are standard in engineering practices in Nebraska.

1. Information, Discussion, and Disclosures:
  - a. No interpretation of the meaning of the request for letters of interest, or other documents, nor correction of any ambiguity, inconsistency, or error therein will be made orally to any consultant.
  - b. Every request for such interpretation or correction should be in writing, addressed to the City Engineer, John M. Kottmann, (402) 331 8927, or email to: [jkottmann@cityoflavista.org](mailto:jkottmann@cityoflavista.org)
2. Confidentiality of Documents:

The City considers all information, documentation and other materials submitted in response to this request to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under Neb. Rev. Stat. & 84-712.01.



Any "proprietary, trade secret, or confidential commercial or financial" information must be clearly identified, in a separate sealed envelope, at the time of submission. As a condition of the City deciding to withhold any such information from disclosure, the consultant at its cost will be required to fully indemnify, hold harmless and defend, in all forums, any decision of the City refusing to produce such information; otherwise, the City will make such information public.

### **General Project Description**

The intent of the studies is to independently assess and evaluate sewer rates and provide recommendations. The broad objective of the study is to adequately fund sewer operations and capital costs while minimizing rates to the greatest degree possible. The study is expected to involve the following tasks:

1. Review sewer fund performance for FY15 through FY18
2. Evaluate sewer rates for regulatory compliance
3. Determine revenue requirements for all sewer fund expenditures
4. Consult City Staff for projections of capital expenditures
5. Prepare not less than three alternative rate scenarios for FY20 through FY24
6. Identify options for further study to reduce costs related to sewer use fees
7. Attend a public hearing at a City Council meeting followed by a recommendation for rates to be adopted

### **General Timeline**

It is expected that the selection process and awarding of a contract will be completed by October 1, 2018. The Study is to be completed by April 1, 2019.

#### **A. FIRM INFORMATION (Limit section to two (2) pages)**

1. Briefly describe the organizational structure of the firm for which the letter of interest is being furnished. Include the name and address of the firm, the location of firm's office (principal office) from which most work will be directed, the proximity of the firm's corporate headquarters/home office to the job site, and the type of business (e.g. corporation, partnership, individual, joint venture, or other).
2. Provide a brief summary of the history, reputations, integrity, capability and character of the firm. Include the number of years the firm has been providing consultation services as a consultant at the principal office location indicated above.
3. Include a summary of the firm's personnel employed in the firm's office for which this information is being furnished.

**B. RELEVANT PROJECT EXPERIENCE (Limit section to three (3) pages)**

1. Provide a list and description of at least three (3) relevant projects of a similar scope and complexity for which the firm has provided or is providing consultation services under similar type contracts which are most related to the services required for this Study. Include contact references for each of the projects described.

**End of RFLI**

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
126031	01/17/2018	H & H CHEVROLET LLC	309.64	N
126032	01/17/2018	MENARDS-RALSTON	121.79	N
126033	01/17/2018	OFFICE DEPOT INC	79.99	N
126034	01/17/2018	OLSSON ASSOCIATES	31,320.88	N
126035	01/17/2018	OMAHA PUBLIC POWER DISTRICT	2,033.57	N
126036	01/17/2018	PAPILLION SANITATION	714.32	N
126037	01/17/2018	PLAINS EQUIPMENT GROUP	123.92	N
126038	01/17/2018	SUCCESS FACTORS INCORPORATED	9,533.89	N
126039	01/17/2018	THOMPSON DREESSEN & DORNER	9,495.91	N
126040	01/23/2018	BOLD OFFICE SOLUTIONS	334.39	N
290(E)	01/31/2018	NE DEPT OF REVENUE-LOTT/51	83,393.00	N
291(E)	01/31/2018	NE DEPT OF REVENUE-SALES TAX	687.95	N
126041	02/06/2018	A-RELIEF SERVICES INC	2,070.00	N
126042	02/06/2018	ALKAR BILLIARDS	167.68	N
126043	02/06/2018	ANN TROE	980.00	N
126044	02/06/2018	APWA-AMER PUBLIC WORKS ASSN	746.00	N
126045	02/06/2018	AWARDS AND MORE COMPANY	52.78	N
126046	02/06/2018	BARCAL, ROSE	60.25	N
126047	02/06/2018	BISHOP BUSINESS EQUIPMENT	4,095.66	N
126048	02/06/2018	BKD LLP	4,795.00	N
126049	02/06/2018	BLACK HILLS ENERGY	8,332.14	N
126050	02/06/2018	BOB'S RADIATOR REPAIR CO INC	58.00	N
126051	02/06/2018	BOOT BARN	150.00	N
126052	02/06/2018	CENTURY LINK	399.47	N
126053	02/06/2018	CENTURY LINK BUSN SVCS	27.23	N
126054	02/06/2018	CIOX HEALTH, LLC	20.00	N
126055	02/06/2018	CITY OF PAPILLION	10,026.07	N
126056	02/06/2018	COLIBRI SYSTEMS NORTH AMER INC	199.50	N
126057	02/06/2018	CONTROL MASTERS INCORPORATED	145.00	N
126058	02/06/2018	CONVERGE ONE INC	9,548.35	N
126059	02/06/2018	CORNHUSKER INTL TRUCKS INC	41.82	N
126060	02/06/2018	CORNHUSKER STATE INDUSTRIES	450.00	N
126061	02/06/2018	COX COMMUNICATIONS	2.26	N
126062	02/06/2018	CREATIVE PRODUCT STORE INC	522.12	N
126063	02/06/2018	CROUCH RECREATION	35,147.00	N
126064	02/06/2018	CULLIGAN OF OMAHA	8.00	N
126065	02/06/2018	DALY'S MACHINE COMPANY	30.00	N
126066	02/06/2018	DANDERAND, JOHN	384.00	N
126067	02/06/2018	DATASHIELD CORPORATION	258.50	N
126068	02/06/2018	DIESEL SPECIALTIES OF OMAHA INC	2,093.16	N
126069	02/06/2018	DORNBUSCH, MIKE	201.00	N
126070	02/06/2018	DULTMEIER SALES & SERVICE	878.61	N
126071	02/06/2018	EBSCO INFORMATION SERVICES	1,536.00	N
126072	02/06/2018	EDGEWEAR SCREEN PRINTING	265.25	N
126073	02/06/2018	EXPRESS DISTRIBUTION LLC	45.55	N
126074	02/06/2018	FASTENAL COMPANY	85.05	N
126075	02/06/2018	FBI NATIONAL ACADEMY ASSOCS	240.00	N
126076	02/06/2018	FEDEX KINKO'S	16.20	N
126077	02/06/2018	FELSBURG HOLT & ULLEVIG	219.32	N
126078	02/06/2018	FILTER CARE	23.80	N
126079	02/06/2018	FIRST NATIONAL BANK FREMONT	4,963.88	N
126080	02/06/2018	FIRST WIRELESS INC	35.00	N
126081	02/06/2018	FOCUS PRINTING	8,644.47	N
126082	02/06/2018	GALE	873.70	N
126083	02/06/2018	GCR TIRES & SERVICE	1,591.38	N
126084	02/06/2018	GENUINE PARTS COMPANY-OMAHA	1,377.58	N
126085	02/06/2018	HAMPTON INN-KEARNEY	904.00	N
126086	02/06/2018	HANEY SHOE STORE	450.00	N
126087	02/06/2018	HOME DEPOT CREDIT SERVICES	329.85	N
126088	02/06/2018	HONEYMAN RENT-ALL #1	727.58	N

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
126089	02/06/2018	HRAM-HUMAN RESOURCE ASSN OF	100.00	N
126090	02/06/2018	HUMANITIES NEBRASKA	75.00	N
126091	02/06/2018	IACP	300.00	N
126092	02/06/2018	IDENTISYS INCORPORATED	119.64	N
126093	02/06/2018	J & J SMALL ENGINE SERVICE	94.65	N
126094	02/06/2018	JOHNSTONE SUPPLY CO	96.48	N
126095	02/06/2018	KRIHA FLUID POWER CO INC	359.14	N
126096	02/06/2018	LEAGUE OF NEBRASKA MUNICIPA-	375.00	N
126097	02/06/2018	LIBRARY IDEAS LLC	10.00	N
126098	02/06/2018	LOGO LOGIX EMBROIDERY & SCREEN	302.00	N
126099	02/06/2018	LOU'S SPORTING GOODS	952.95	N
126100	02/06/2018	MAPA-METRO AREA PLANNING AGNC	60.00	N
126101	02/06/2018	MARTIN MARIETTA AGGREGATES	1,593.71	N
126102	02/06/2018	MAX I WALKER UNIFORM RENTAL	949.51	N
126103	02/06/2018	MENARDS-RALSTON	127.07	N
126104	02/06/2018	MERRY MAKERS ASSOCIATION	1,200.00	N
126105	02/06/2018	METRO AREA TRANSIT	1,051.00	N
126106	02/06/2018	METROPOLITAN UTILITIES DIST.	2,288.68	N
126109	02/06/2018	MNJ TECHNOLOGIES DIRECT INC	216.00	N
126110	02/06/2018	MOBOTREX MOBILITY & TRAFFIC	33,562.28	N
126111	02/06/2018	MSC INDUSTRIAL SUPPLY CO	84.25	N
126112	02/06/2018	MUNICIPAL PIPE TOOL CO LLC	21.05	N
126113	02/06/2018	NATIONAL EVERYTHING WHOLESALE	761.41	N
126114	02/06/2018	NCMA-NEBR CITY MGRS-MEMBERSHIP	607.03	N
126115	02/06/2018	NE DEPT OF LABOR	264.00	N
126116	02/06/2018	NEBRASKA CONCRETE PAVING ASSN	675.00	N
126117	02/06/2018	NEBRASKA ENVIRONMENTAL PRODS	1,907.36	N
126118	02/06/2018	NEBRASKA LAW ENFORCEMENT	10.00	N
126119	02/06/2018	NEVCO SPORTS LLC	94.59	N
126120	02/06/2018	NEWMAN TRAFFIC SIGNS INC	287.22	N
126121	02/06/2018	NMC EXCHANGE LLC	60.09	N
126122	02/06/2018	NOVA FITNESS EQUIPMENT CO	59.00	N
126123	02/06/2018	NUTS AND BOLTS INCORPORATED	191.46	N
126124	02/06/2018	O'REILLY AUTOMOTIVE STORES INC	294.49	N
126125	02/06/2018	OFFICE DEPOT INC	1,113.95	N
126126	02/06/2018	OMAHA PUBLIC POWER DISTRICT	5,427.86	N
126128	02/06/2018	OMNIGRAPHICS INC	141.55	N
126129	02/06/2018	PAPILLION SANITATION	366.58	N
126130	02/06/2018	PAYLESS OFFICE PRODUCTS INC	182.94	N
126131	02/06/2018	PITNEY BOWES GLOBAL FIN SVCS	865.83	N
126132	02/06/2018	PLAINS EQUIPMENT GROUP	1,214.83	N
126133	02/06/2018	RECORDED BOOKS, LLC	675.00	N
126134	02/06/2018	RETRIEVEX	892.50	N
126135	02/06/2018	RUHGE, RANDY	1,500.00	N
126136	02/06/2018	SARPY COUNTY TREASURER	3,264.25	N
126137	02/06/2018	SESAC LLC	417.00	N
126138	02/06/2018	SIGN IT	210.00	N
126139	02/06/2018	SIRCHIE FINGER PRINT LABS	78.51	N
126140	02/06/2018	SITE ONE LANDSCAPE SUPPLY LLC	70.99	N
126141	02/06/2018	SOUTHEAST AREA CLERK'S ASSN	10.00	N
126142	02/06/2018	SOUTHERN UNIFORM & EQUIPMENT	872.88	N
126143	02/06/2018	SUBURBAN NEWSPAPERS INC	43.00	N
126144	02/06/2018	TED'S MOWER SALES & SERVICE	228.82	N
126145	02/06/2018	THERMO KING CHRISTENSEN	337.95	N
126146	02/06/2018	THORPE'S BODY SHOP	4,697.37	N
126147	02/06/2018	TORNADO WASH LLC	330.00	N
126148	02/06/2018	TOSHIBA FINANCIAL SERVICES	276.00	N
126149	02/06/2018	TRACTOR SUPPLY CREDIT PLAN	209.98	N
126150	02/06/2018	TY'S OUTDOOR POWER & SVC INC	38.99	N
126151	02/06/2018	ULTRAMAX	4,278.00	N

Check #	Check Date	Vendor Name	Amount	Voided
126152	02/06/2018	UNITE PRIVATE NETWORKS LLC	3,850.00	N
126153	02/06/2018	UNITED PARCEL SERVICE	84.18	N
126154	02/06/2018	VERIZON WIRELESS	129.72	N
126155	02/06/2018	VIERREGGER ELECTRIC COMPANY	4,752.50	N
126156	02/06/2018	WESTLAKE HARDWARE INC NE-022	1,224.04	N
126157	02/06/2018	WHITE CAP CONSTR SUPPLY/HDS	108.00	N
126158	02/06/2018	WICK'S STERLING TRUCKS INC	893.88	N
126159	02/06/2018	ZIMCO SUPPLY COMPANY	399.35	N
TOTAL:			330,703.97	

APPROVED BY COUNCIL MEMBERS ON: 02/06/2018

<hr/> COUNCIL MEMBER	<hr/> COUNCIL MEMBER
<hr/> COUNCIL MEMBER	<hr/> COUNCIL MEMBER
<hr/> COUNCIL MEMBER	

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
FEBRUARY 6, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
3D SELF STORAGE – FINAL PLAT, TAX LOT 8A1A, TAX LOT 8A1B 16-14-12, LOT 26 OAKDALE PARK, AND SUBDIVISION AGREEMENT (104 <sup>TH</sup> & HARRISON STREET)	◆ RESOLUTION (2) ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

Resolutions have been prepared for Council to consider an application for a Final Plat and Subdivision Agreement to locate and operate a self-service storage facility on proposed Lot 1, Oakdale Park Storage, generally located at 104<sup>th</sup> and Harrison Street.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Resolutions have been prepared to consider an application submitted by 3D Self Storage – La Vista, LLC, for a Final Plat and Subdivision Agreement to locate and operate a self-service storage facility on proposed Lot 1, Oakdale Park Storage. The property is zoned I-2 Heavy Industrial; a self-service storage facility is listed in the I-2 District as a conditional use. On October 17, 2017, the City Council approved a Conditional Use Permit and a preliminary plat to allow the applicant to construct a 51,373 sq. ft. storage building to be located on the southwest corner of 104<sup>th</sup> and Harrison Street.

A detailed staff report is attached.

The Planning Commission held a public hearing on December 14, 2017, and voted 6-1 to recommend approval of the Final Plat, contingent on the resolution of the issues listed within the Review Comments prior to City Council review, as the request is consistent with the Comprehensive Plan and the Subdivision Regulations.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE FINAL PLAT FOR TAX LOT 8A1A EXC PT FOR ROW, TAX LOT 8A1B, AND LOT 26, OAKDALE PARK, SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA, TO BE REPLATTED AS LOTS 1 AND 2, OAKDALE PARK STORAGE, A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6<sup>TH</sup> P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, 3D Self Storage – La Vista, LLC, has made application for approval of a final plat for Tax Lot 8A1A EXC PT FOR ROW, Tax Lot 8A1B, and Lot 26, Oakdale Park, Section 16, T14N, R12E; and

WHEREAS, the City Engineer has reviewed the final plat; and

WHEREAS, on April 20, 2017, the La Vista Planning Commission reviewed the final plat and recommended approval contingent on the resolution of the issues listed within the Review Comments of the staff report prior to City Council review, as the request is consistent with the Comprehensive Plan and the Subdivision Regulations.

. NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the final plat for Tax Lot 8A1A EXC PT FOR ROW, Tax Lot 8A1B, and Lot 26, Oakdale Park, Section 16, T14N, R12E, to be replatted as Lots 1 and 2, Oakdale Park Storage, a subdivision located in the northwest quarter of the northwest quarter of Section 16, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located southwest of 104<sup>th</sup> Street and Harrison, be, and hereby is, approved.

PASSED AND APPROVED THIS 6TH DAY OF FEBRUARY, 2018.

CITY OF LA VISTA

ATTEST:

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

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

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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOTS 1 AND 2, OAKDALE PARK STORAGE SUBDIVISION.**

**WHEREAS, the City Council did on February 6, 2018, approve the final plat for Lots 1 and 2, Oakdale Park Storage Subdivision subject to certain conditions; and**

**WHEREAS, the Subdivider, The Colonial Press, Inc., and 3D Self Storage – La Vista, LLC, have agreed to execute a Subdivision Agreement satisfactory in form and content to the City; and**

**NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement presented at the February 6, 2018, City Council meeting for the Oakdale Park Storage Subdivision be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute same on behalf of the City, subject to the conditions of Council final plat approval and with such revisions that the City Administrator or City Engineer may determine necessary or advisable.**

**PASSED AND APPROVED THIS 6TH DAY OF FEBRUARY, 2018.**

**CITY OF LA VISTA**

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

**ATTEST:**

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





**CITY OF LA VISTA  
PLANNING DIVISION**

**RECOMMENDATION REPORT**

CASE NUMBER: PSFP-17-0004

FOR HEARING OF: February 6, 2018  
REPORT PREPARED ON: January 30, 2018

**I. GENERAL INFORMATION**

- A. APPLICANT:** 3D Self Storage – La Vista, LLC
- B. PROPERTY OWNER:** The Colonial Press Inc.
- C. LOCATION:** SW Corner of S. 104<sup>th</sup> and Harrison
- D. LEGAL DESCRIPTION:** Tax Lot 8A1A EXC PT for ROW and Tax Lot 8A1B 16-14-12, Lot 26 Oakdale Park
- E. REQUESTED ACTION(S):** Final Plat to consolidate three lots to two.
- F. EXISTING ZONING AND LAND USE:**  
I-2 Heavy Industrial; Tax Lot 8A1A is currently vacant. A print shop occupies Tax Lot 8A1B and Lot 26 Oakdale Park.
- G. PROPOSED USES:** A print shop is currently in operation on a portion of the property. A Conditional Use Permit (CUP) was approved on October 17, 2017 to allow the applicant to construct and operate a *self-service storage facility* on the undeveloped portion of the property.
- H. SIZE OF SITE:** 4.59 acres

**II. BACKGROUND INFORMATION**

- A. EXISTING CONDITION OF SITE:** The topography of the property is relatively flat with a gradual slope to the south. A building and related parking occupies two of the lots, with the remainder of the property vacant.
- B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
  - 1. **North:** Applewood Heights; R-4 Single-Family Residential District
  - 2. **East:** Cimarron Woods; R-1 Single-Family Residential District
  - 3. **South:** Lot 28B Oakdale Park, Tax Lot 8A2; I-2 Heavy Industrial District
  - 4. **West:** Lot 1 Rotella's First Addition; I-2 Heavy Industrial District

**C. RELEVANT CASE HISTORY:**

N/A

**D. APPLICABLE REGULATIONS:**

1. Section 5.14 of the Zoning Regulations – I-2 Heavy Industrial District
2. Section 3.05 of the Subdivision Regulations – Final Plat Specifications

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

1. The Future Land Use Map of the Comprehensive Plan currently designates this property for industrial uses.

**B. OTHER PLANS: N/A**

**C. TRAFFIC AND ACCESS:**

1. Ingress will be from a right-in/right-out on 104<sup>th</sup> Street. Egress design will require users of the facility to travel through a series of gates that would push traffic west, through the proposed Lot 2 (Colonial Press) to 107<sup>th</sup> Street. Office visitors will be able to exit back onto 104<sup>th</sup> Street.
2. The traffic for the property was reviewed through the Conditional Use Permit review process for the approved self-service storage use designated for Lot 1.

**D. UTILITIES: All utilities are available to the site.**

**IV. REVIEW COMMENTS:**

1. A copy of an agreement (letter of understanding) with Rotella's concerning shared use of storm sewer as well as a draft of an easement agreement with Rotella's has been provided. The easement agreement would need to be ready to record prior to releasing the final plat for recording.
2. A drainage study that is compliant with the commitment made in the August 7, 2017 letter from Olsson Associates that storm water runoff will not exceed predevelopment discharges for the 2, 10, and 100-year events and that shows adequate capacity in the Rotella's storm sewer system has been provided. The detailed design of the storm sewer system will be required as part of the building permit review for construction of the storage facility on proposed Lot 1.
3. The ingress-egress easement and maintenance agreement across proposed Lot 2 in favor of Lot 1 has been submitted in draft form for review. The agreement will need to be ready to record prior to releasing the final plat for recording.

**V. STAFF RECOMMENDATION – FINAL PLAT:**

Staff recommends approval of the Final Plat and related Subdivision Agreement as the request is consistent with the Comprehensive Plan and the Subdivision Regulations.

**VI. PLANNING COMMISSION RECOMMENDATION – FINAL PLAT:**

The Planning Commission held a public hearing on December 14, 2017 and voted 6-1 to recommend approval of the Final Plat, contingent on the resolution of the issues listed within the Review Comments prior to City Council review, as the request is consistent with the Comprehensive Plan and the Subdivision Regulations.

**VII. ATTACHMENTS TO REPORT:**

1. Vicinity Map
2. Staff Review Letter
3. Applicant Response Letter
4. Final Plat Map
5. Subdivision Agreement

**VIII. COPIES OF REPORT TO:**

1. Jeff Lake – 3D Self Storage – La Vista, LLC; Applicant
2. Jan Visty – The Colonial Press; Property Owner
3. Aaron Wiese – Olsson Associates; Engineering Consultant
4. Public Upon Request

  
Prepared by \_\_\_\_\_

 2-1-18  
Community Development Director \_\_\_\_\_ Date \_\_\_\_\_

**SUBDIVISION AGREEMENT**  
**(Oakdale Park Storage)**  
**(Lots 1 and 2, Oakdale Park Storage)**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, among The Colonial Press, Inc., a Nebraska corporation, (hereinafter referred to as "Subdivider"), 3D Self Storage-LaVista, LLC, a Nebraska limited liability company (hereinafter referred to as the "Developer"), and the City of La Vista, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

**WITNESSETH:**

WHEREAS, Subdivider is the owner of the land described in Exhibit "A" ("Property") and included within the proposed plat attached hereto as Exhibit "B" (hereinafter referred to as the "Replat" or the "Replatted Area". The Replat as finally approved by the City Council shall be referred to herein as the "final plat" or "Final Plat"); and,

WHEREAS, Subdivider will continue to own Lot 2 of the Final Plat which is presently improved.

WHEREAS, Developer will acquire, develop and construct a building and other private improvements on Lot 1 of the Final Plat in accordance with the Site Plan attached as Exhibit "C" and related exhibits ("Private Improvements"); and

WHEREAS, the Developer wishes to connect the system of sanitary sewers to be constructed within the Replatted Area for the benefit of Lot 1 to the sewer system of the City; and

WHEREAS, this Agreement is entered to provide for infrastructure, improvements and easements within the Replatted Area for the development of Lot 1,

NOW, THEREFORE, IT IS AGREED by Subdivider, Developer and City as follows:

1. Replattings. Subject to the terms of this Agreement, Lot 26 of Oakdale Park and Tax Lots 8A1A and 8A1B shall be replatted as Lots 1 and 2, Oakdale Park Storage, as more fully shown on Exhibit "B" (hereinafter the "Replat" or "Replatted Area"; and as finally approved by the City Council shall be referred to as the "final plat" or "Final Plat").
2. Drainage Calculations and Map. Developer shall provide drainage calculations and a drainage map for the Replatted Area for review and approval by the City's Engineer prior to execution of the final plat to the Subdivider demonstrating easements required to convey major storm sewer events (hundred year flood) over the surface of the property, in a form satisfactory to the City's Engineer.

The City's release of the final plat shall be conditioned on Subdivider or Developer executing and delivering required easements in form and content satisfactory to the City's Engineer, which easements Subdivider or Developer will record with the final plat.

3. Perimeter Sidewalks. Developer, as a condition of the City issuing a certificate of occupancy for Lot 1 and in all events no later than three (3) years from the date of the filing of the final plat with the Sarpy County Register of Deeds, shall install sidewalks as shown on Exhibit C in accordance with City sidewalk policies as they may from time to time exist, at the Developer's sole cost.
4. Storm Water Management Plan: Developer, at its sole cost, will comply with applicable requirements regarding storm water quality, storm water management, and weed and erosion control to the satisfaction of the City Engineer. Not in limitation of the foregoing sentence, post-construction storm water management features and related appurtenances shall be constructed on Lot 1, as shown on the Post Construction Storm Water Management Plan attached hereto as "Exhibit D." Plans and specifications for such storm water management improvements shall be prepared by Developer's engineer at Developer's sole cost and must be approved by the Public Works Department of City (City Engineer) prior to starting construction of such improvements.
5. Storm Water Management Plan Maintenance Agreement: A Post-Construction Storm Water Management Plan Maintenance Agreement ("Maintenance Agreement") in the form attached hereto as "Exhibit E" shall be entered into between Developer and City prior to starting construction of such improvements described in Section 4, after City has approved the Exhibits to be attached thereto, including but not limited to the exhibit setting forth the BMP maintenance requirements, subject to any modifications to said Maintenance Agreement or Exhibits that the City Engineer determines necessary or advisable. It is understood and agreed by City and Developer that the final version of the Maintenance Agreement shall:
  - (A) identify that maintenance actions shall be private, and provide that all maintenance actions so identified shall be performed by the Developer at its expense,
  - (B) include provisions to control when post-construction storm water features are to be constructed,
  - (C) differentiate between the requirements of construction site storm water runoff controls and post-construction controls,
  - (D) provide that post-construction storm water features shall not be installed until such time as they will not be negatively impacted by construction site runoff, and

- (E) provide that permanent storm water detention ponds, riser structures and discharge pipes may be constructed during grading operations.

Such provisions shall run with the land and become the joint and several responsibility of all successors, assigns and future owners of the Replatted Area or any part thereof.

6. Watershed Management Fees: The Developer shall make payment to City for Watershed Fees for Lot 1. This fee for Lot 1 shown on "Exhibit B" shall be computed in accordance with applicable provisions of the Master Fee Schedule set forth in the Master Fee Ordinance, as amended from time to time. Payment must be made to City's Permits & Inspections Division before a building permit will be issued to construct improvements on any lot and before the commencement of construction of any such improvements. Payment shall be based on the City's adopted fee rate that is in effect at the time the payment is made. Lot 2 will be subject to applicable watershed and other fees if redeveloped.
7. Site Approval Precondition to Building Permit. Nothing herein shall be deemed a waiver or lessening of any of City's requirements for City approved site plan for any building prior to the issuance of a building permit therefor.
8. Public Access Roads or Driveways. Direct vehicular access to abutting streets shall be limited as indicated on the Replat, as finally approved by the City in the final plat. The curb return to 104<sup>th</sup> Street as identified in Exhibit "C" shall be constructed to City approved specifications and shall not be less than seven inches (7") P.C. concrete paving. The City shall have access to the Property for any purpose it deems appropriate in the exercise of its general governmental powers, including but not limited to, inspection, police, fire and rescue and other public safety purposes, and the exercise of all rights granted to City by the terms of the Subdivision Agreement.
9. Staking Bond. Developer shall provide the City a staking bond satisfactory to City Engineer prior to City's release of the final plat of the Replatted Area, or a certification in accordance with applicable City subdivision regulations that all lot corners and other applicable points have been monumented to the satisfaction of the City Engineer.
10. Tract Sewer Connection Fees. Developer agrees that the terms and conditions for the benefit of the City that are contained in the separate Sewer Connection Agreement referred to within Exhibit "F" as pertaining to the sanitary sewer system, shall be incorporated into this Agreement to the same extent as if fully set forth herein and equally applicable to the private sanitary sewer provided for herein and enforceable by City in respect thereto to the same extent as though the private sewer had originally been incorporated and made a part of said agreements. Tract sanitary sewer connection fees shall be due and payable to

the City in the following amounts prior to the issuance of a building permit for a particular lot:

Total \$20,157.28 (2.86 acres @ \$7,048 per acre)

The aforesated fee of \$7,048 per acre is the rate now in effect and is subject to increase. The rate in effect at time of connection to the sanitary sewer system will be the rate paid.

11. Infrastructure to be at Private Expense. The cost of all infrastructure, improvements and easements within and serving the Replatted Area pursuant to this Agreement, including but not limited to parking and internal street improvements, ingress and egress, sanitary sewer, storm sewer, power, CATV, gas, water and cost of connection to external infrastructure shall be constructed and maintained at private expense and the sole cost and expense of Developer and any successor or assign of Developer to ownership of any lot within the Replatted Area, and no part thereof shall be the responsibility of or at the expense of the City.
12. Easements. All proposed easements by the Developer, and easements required by the City, as described in this Agreement or set forth in Exhibit "G," for existing, proposed, or relocated public or private or shared improvements (sewers, utilities, roads or other infrastructure), at the sole cost of Developer shall be granted by instruments separate from the final plat, in form and content satisfactory to the City Engineer ("Easements"). Release of the final plat for recording shall be conditioned on execution and delivery of Easements for recording. The Easement documents shall outline rights, obligations and terms of the easements. Easements shall be recorded at the time of recording the final plat and copies of recorded Easements shall be provided to the City. Any proposed modification of any Easements shall be subject to approval of, and in form and content satisfactory to, the City Engineer, and recording of the modification by the Developer immediately after said approval is provided.
13. Ownership Representation. Subdivider, by signing below and the Final Plat of Oakdale Park Storage, does warrant and represent that it has executed the Final Plat by and through an authorized person, and that it is and shall continue to be the sole owner of 100% of the Replatted Area at date of execution of this Agreement and at date of recording this Agreement, the final plat, and any Easements benefiting Lot 1 and burdening Lot 2 (or benefiting Lot 2 and burdening Lot 1).
14. Covenants Running With the Land. The final plat and this Agreement and the obligations, understandings and agreements contained or incorporated herein constitute perpetual covenants running with the land, shall be recorded with the Register of Deeds of Sarpy County, Nebraska, and shall be binding, jointly and severally, upon the Subdivider, and Developer, and all of their respective

successors, assigns, lenders, mortgagees or others gaining or claiming any interest or lien in, to or against any property within the Replatted Area. The covenants herein shall be cumulative to, and not in lieu of, prior covenants running with the land, except to the extent this Agreement requires additional, greater or a higher standard of performance by Subdivider or Developer. City shall have the right, but not the obligation, to enforce any and all covenants. It is further agreed that after City releases the final plat and this Agreement for recording, Subdivider or Developer promptly will record the same, along with any other documents or instruments required to be recorded, with the Register of Deeds of Sarpy County, Nebraska. It is expressly agreed, however, that City shall not release the final plat or this Agreement for recording until City is satisfied that Subdivider and Developer have concluded (closed), or made arrangements satisfactory to the City to conclude (close), their respective transactions requiring the actual construction of Private Improvements on Lot 1. It is further expressly agreed that, if the condition described in the immediately preceding sentence has not occurred within twelve (12) months after the date of this Subdivision Agreement, neither Subdivider nor Developer shall be entitled without the written consent of the City and any amendments of this Agreement or the Replat as the City Engineer determines necessary, to move forward with the project. Provided, however, the City Administrator periodically may extend the time for performance under this Section 14.

15. Exhibit Summary. The Exhibits proposed by Olsson & Associates, engineers for the Developer, attached hereto and incorporated herein by this reference and made a part hereof, are as follows:

Exhibit "A":	Legal Description
Exhibit "B":	Replat of the area to be developed.
Exhibit "C":	Lot 1 Site Plan
Exhibit "D":	Post Construction Storm Water Management Plan
Exhibit "E":	Post-Construction Storm Water Management Plan Maintenance Agreement
Exhibit "F":	Sewer Connection Agreement
Exhibit "G":	Easements

16. Right to Enforce. Provisions of this Agreement may be enforced at law or in equity by the owners of land within the Replatted Area and may be enforced by the City at law, in equity or such other remedy as City determines appropriate. All rights and remedies of a party, whether specified in this Agreement or otherwise provided, are cumulative.
17. Incorporation of Recitals. Recitals at the beginning of this Agreement are incorporated into this Agreement by reference.



18. Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, (i) each party agrees that neither it nor any subcontractor of the party shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, age, sex, disability, or national origin; and (ii) the City is a recipient of federal funds, and as a result all required contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the parties.
19. Assignment. This Agreement may not be assigned by any party without the express written consent of all parties.
20. Entire Agreement. This Agreement represents the entire agreement and understanding, and supersedes all prior understandings and agreements, written or oral, of the parties with respect to the matters contained herein. The Agreement only may be amended by a written amendment executed by all parties.
21. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegality or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed as if such illegal or unenforceable provision had never been included herein.
22. Savings Clause. Notwithstanding anything to the contrary in this Agreement, it is understood that this Subdivision Agreement is being made and entered into for the purpose of the Replatting, sale, development and improvement of Lot 1, that Subdivider is entering into this Agreement as the current owner of the Replatted Property and to facilitate the Replatting, sale, development and improvement of Lot 1; and that, after recording the Replat and Easements and closing on the conveyance of Lot 1 to Developer, the obligations imposed under this Agreement with respect to improvement and development of Lot 1 are not intended to impose any obligations on Subdivider with respect to Lot 2 as presently developed and improved, except as expressly provided in the Final Plat or any Easements.
23. Counterparts. This Agreement may be executed in any number of counterpart originals, each of which, when taken together, shall be deemed to be one and the same instrument.

**[Space Below Intentionally Left Blank –  
Signature Page to Follow]**

**THE COLONIAL PRESS, INC.**, a Nebraska corporation

Its: President

[illegible]

7



ATTEST:

CITY OF LA VISTA

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

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

**EXHIBIT "A"**  
Legal Description

Lots 1 and 2, Oakdale Park Storage, an addition to the City of LaVista, Sarpy County, Nebraska.

Being a replatting of the following described parcel:

A TRACT OF LAND CONTAINING ALL OF LOT 26, OAKDALE PARK, A PLATTED AND RECORDED SUBDIVISION IN SARPY COUNTY, NEBRASKA, TOGETHER WITH ALL OF TAX LOTS 8A1A AND 8A1B IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

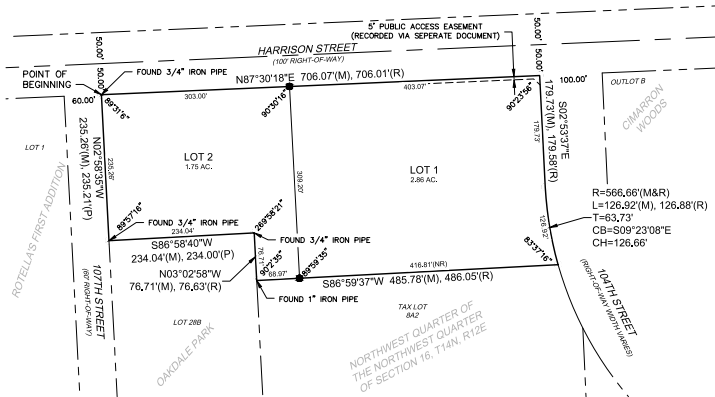
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 26, OAKDALE PARK, SAID CORNER ALSO INTERSECTS THE SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET AND THE EAST RIGHT-OF-WAY LINE OF 107TH STREET; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET ON AN ASSUMED BEARING OF N87°30'18"E, 706.07 FEET, TO A POINT THAT INTERSECTS SAID SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET AND THE WEST RIGHT-OF-WAY LINE OF 104TH STREET; THENCE S02°53'37"E ON SAID WEST RIGHT-OF-WAY LINE OF 104TH STREET, 179.73 FEET TO A POINT OF CURVATURE; THENCE ON A 566.66 FOOT RADIUS CURVE TO THE LEFT ON SAID WEST RIGHT-OF-WAY LINE OF 104TH STREET, 126.92 FEET (LONG CHORD BEARS S09°23'08"E, 126.66 FEET) TO THE SOUTHWEST CORNER OF TAX LOT 8A1A IN SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16; THENCE S86°59'37"W ON THE SOUTH LINE OF SAID TAX LOT 8A1A AND 8A1B, 485.78 FEET TO THE SOUTHWEST CORNER OF TAX LOT 8A1B IN SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE N03°02'58"W ON THE WEST LINE OF SAID TAX LOT 8A1B, 76.71 FEET TO THE SOUTHEAST CORNER OF SAID LOT 26, OAKDALE PARK; THENCE S86°58'40"W ON THE SOUTH LINE OF SAID LOT 26, 234.04 FEET TO THE SOUTHWEST CORNER OF SAID LOT 26, SAID CORNER ALSO BEING ON SAID EAST RIGHT-OF-WAY LINE OF 107TH STREET; THENCE N02°58'35"W ON SAID EAST RIGHT-OF-WAY LINE OF 107TH STREET, 235.26 FEET TO THE POINT OF BEGINNING.

# Exhibit 'B'

## OAKDALE PARK STORAGE LOTS 1 AND 2

A TRACT OF LAND CONTAINING ALL OF LOT 26, OAKDALE PARK, A PLATTED AND RECORDED SUBDIVISION IN SARPY COUNTY, NEBRASKA, TOGETHER WITH ALL OF TAX LOTS 8A1A AND 8A1B IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

ALSO LOCATED IN:  
NW 1/4 16-14-12  
NW 1/4 NW 1/4 16-14-12



### LEGAL DESCRIPTION

A TRACT OF LAND CONTAINING ALL OF LOT 26, OAKDALE PARK, A PLATTED AND RECORDED SUBDIVISION IN SARPY COUNTY, NEBRASKA, TOGETHER WITH ALL OF TAX LOTS 8A1A AND 8A1B IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 26, OAKDALE PARK, SAID CORNER ALSO INTERSECTS THE SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET AND THE EAST RIGHT-OF-WAY LINE OF 10TH STREET; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET ON AN ASSUMED BEARING OF N87°30'18\"/>

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 200,577.18 SQ. FT. OR 4.605 ACRES MORE OR LESS.

### APPROVAL BY LA VISTA CITY ENGINEER

THE PLAT OF OAKDALE PARK STORAGE, LOTS 1 AND 2, WAS APPROVED BY THE LA VISTA CITY ENGINEER,

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

JOHN KOTTMANN, CITY ENGINEER

### APPROVAL BY LA VISTA CITY PLANNING COMMISSION

THE PLAT OF OAKDALE PARK STORAGE, LOTS 1 AND 2, WAS APPROVED BY THE LA VISTA CITY PLANNING COMMISSION,

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

CHAIRPERSON, LA VISTA PLANNING COMMISSION

### ACCEPTANCE BY LA VISTA CITY COUNCIL

THE PLAT OF OAKDALE PARK STORAGE, LOTS 1 AND 2, WAS APPROVED AND ACCEPTED BY THE LA VISTA CITY COUNCIL,

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

PAM BUETHE, CITY CLERK

DOUGLAS KINDIG, MAYOR

### LEGEND

- FOUND 5/8\"/>

### SARPY COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AS APPEARS ON THIS PLAT.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

SARPY COUNTY TREASURER

### REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF OAKDALE PARK STORAGE, LOTS 1 AND 2, WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

COUNTY SURVEYOR/ENGINEER

### NOTES

- ALL INTERNAL LINES ARE RADIAL/PERPENDICULAR UNLESS OTHERWISE NOTED AS NON-RADIAL (NR).
- ALL INTERNAL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
- ANGLES MEASURED ADJACENT TO CURVES ARE MEASURED TO THE CHORD OF SAID CURVE.
- NO DIRECT ACCESS SHALL BE PERMITTED ONTO HARRISON STREET FROM LOTS 1 AND 2.

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE COLONIAL PRESS, INC., OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATION AND EMBRACED WITHIN THE PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS OAKDALE PARK STORAGE, LOTS 1 AND 2, AND WE DO HEREBY RATIFY AND APPROVE THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THE PLAT. PERPETUAL EASEMENTS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION TRANSMITTING COMMUNICATION SIGNALS AUTHORIZED TO USE THE CITY STREETS, TO ERCT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A (5) FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AN (8) EIGHT-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, AND A 16-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM "EXTERIOR LOTS" IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. SAID 16-FOOT-WIDE EASEMENT WILL BE REDUCED TO AN (8) EIGHT FOOT-WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, AND ANY NATURAL GAS PROVIDER, AND THEIR SUCCESSORS AND ASSIGNS, TO ERCT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A (5) FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL CUL-DE-SAC STREETS AND ALONG ALL STREET FRONTS OF ALL CORNER LOTS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

IN WITNESS WHEREOF, WE DO SET OUR HANDS

THE COLONIAL PRESS, INC.

TOMMY VISTY  
PRESIDENT

### ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )  
COUNTY OF SARPY )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, BEFORE ME, A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TOMMY VISTY, WHO IS PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE ABOVE INSTRUMENT AS AN INDIVIDUAL, AND HE/SHE ACKNOWLEDGED THE SIGNING OF THE SAME TO BE HIS/HER VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THE DATE LAST AFORESAID.

NOTARY PUBLIC

### SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, AND THAT THIS PLAT MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR SURVEYS ADOPTED BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS. FURTHER, I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREON AND THAT PERMANENT MARKERS HAVE BEEN SET AT ALL LOT CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS OAKDALE PARK STORAGE, LOTS 1 AND 2, BEING A REPLATTING OF ALL OF LOT 26, OAKDALE PARK, TOGETHER WITH ALL OF TAX LOTS 8A1A AND 8A1B IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA, CONTAINING 4.605 ACRES, MORE OR LESS.

TERRY L. ROTHANZ  
NEBRASKA L.S. 607

DATE



drawn by: DSH  
checked by: MEB  
approved by: TJB  
CADD by: MEB  
project no.: 017-1500  
drawing no.: 12.6.17  
date:

SHEET  
1 of 1

**COLLISON**  
ASSOCIATES  
2111 South 87th Street, Suite 200  
Omaha, NE 68108  
TEL: 402.341.1118  
FAX: 402.341.1885  
www.collisonassociates.com

REVISIONS DISCUSSION

DATE

REV. NO.

REVISIONS

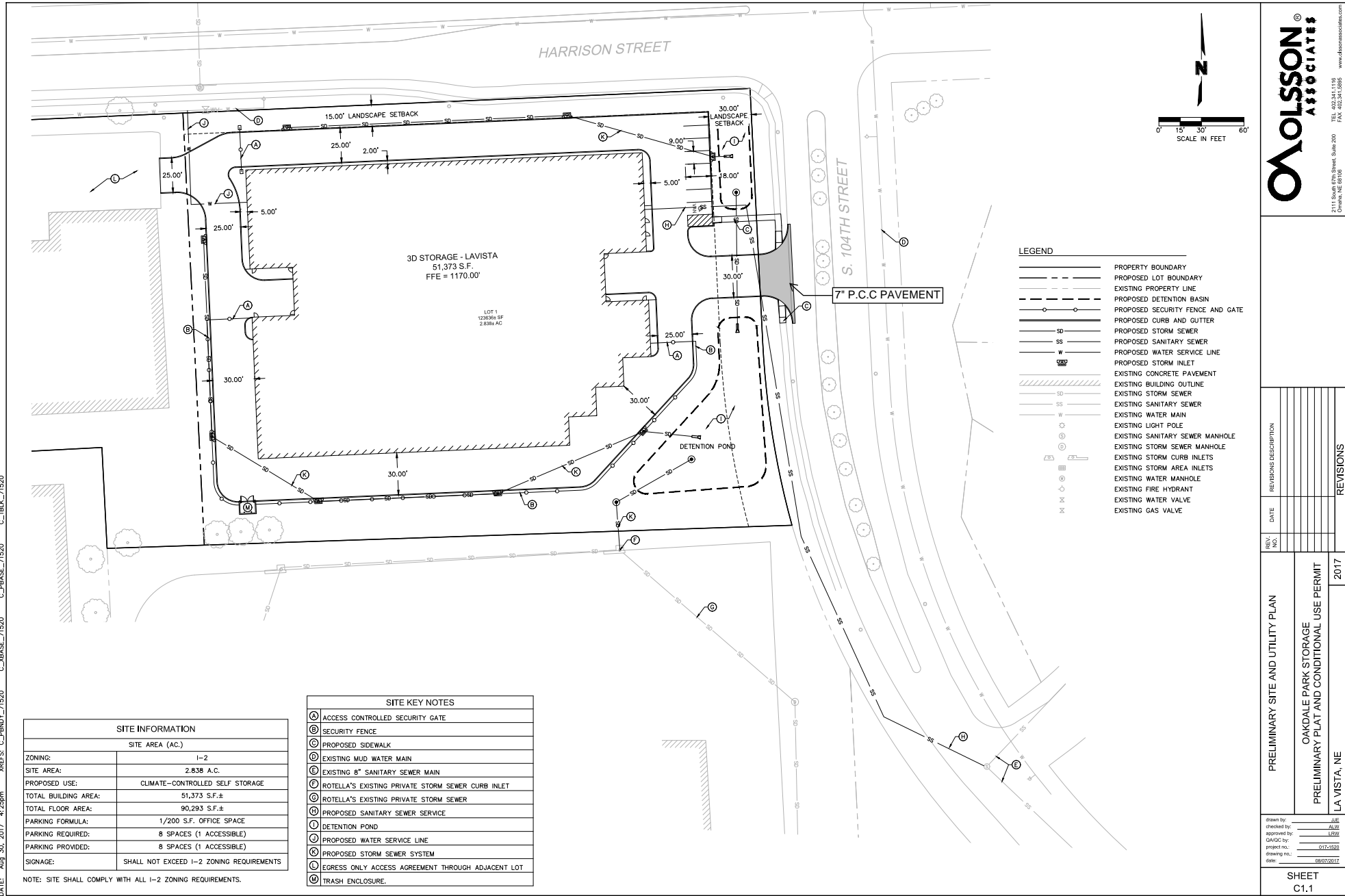
2017

FINAL PLAT

OAKDALE PARK STORAGE  
LOTS 1 AND 2

LA VISTA, NEBRASKA

# Exhibit 'C'



DWG: F:\2017\1501-2000\017-1520\40-Design\AutoCAD\Preliminary Plans\Sheets\ONC\VC\_SIT\_71520.dwg  
 DATE: Aug 30, 2017 4:25pm XREFS: C:\PBDY C:\PBASE\_71520 C:\PBASE\_71520 USER: jellingson

SITE INFORMATION	
SITE AREA (A.C.)	
ZONING:	I-2
SITE AREA:	2.838 A.C.
PROPOSED USE:	CLIMATE-CONTROLLED SELF STORAGE
TOTAL BUILDING AREA:	51,373 S.F.±
TOTAL FLOOR AREA:	90,293 S.F.±
PARKING FORMULA:	1/200 S.F. OFFICE SPACE
PARKING REQUIRED:	8 SPACES (1 ACCESSIBLE)
PARKING PROVIDED:	8 SPACES (1 ACCESSIBLE)
SIGNAGE:	SHALL NOT EXCEED I-2 ZONING REQUIREMENTS

SITE KEY NOTES	
Ⓐ	ACCESS CONTROLLED SECURITY GATE
Ⓑ	SECURITY FENCE
Ⓒ	PROPOSED SIDEWALK
Ⓓ	EXISTING MUD WATER MAIN
Ⓔ	EXISTING 8" SANITARY SEWER MAIN
Ⓚ	ROTELLA'S EXISTING PRIVATE STORM SEWER CURB INLET
Ⓛ	ROTELLA'S EXISTING PRIVATE STORM SEWER
Ⓜ	PROPOSED SANITARY SEWER SERVICE
Ⓝ	DETENTION POND
Ⓟ	PROPOSED WATER SERVICE LINE
Ⓡ	PROPOSED STORM SEWER SYSTEM
Ⓢ	EGRESS ONLY ACCESS AGREEMENT THROUGH ADJACENT LOT
Ⓣ	TRASH ENCLOSURE

**OLSSON ASSOCIATES**  
 2111 South 87th Street, Suite 200  
 Omaha, NE 68118  
 TEL 402.341.1148  
 FAX 402.341.1886  
 www.olssonassociates.com

REV.	DATE	REVISIONS DESCRIPTION

PRELIMINARY SITE AND UTILITY PLAN	
OAKDALE PARK STORAGE	
PRELIMINARY PLAT AND CONDITIONAL USE PERMIT	
LA VISTA, NE	2017

SHEET C1.1

# EXHIBIT 'D'

## *Conceptual Post Construction Stormwater Management Plan*

Project Name: 3D SELF STORAGE – LAVISTA

PCSMP Number: TBD

Subdivision OAKDALE PARK STORAGE

Total Acreage: 2.838

Acreage Draining to Basins: 2.838 Acres

Required Water Quality Treatment Volume: Disturbed Area \* 1815 CF/AC

$2.838 * 1815 = 5,151 \text{ CF}$

Provided Water Quality Treatment Volume: **5,200 CF (Minimum)**

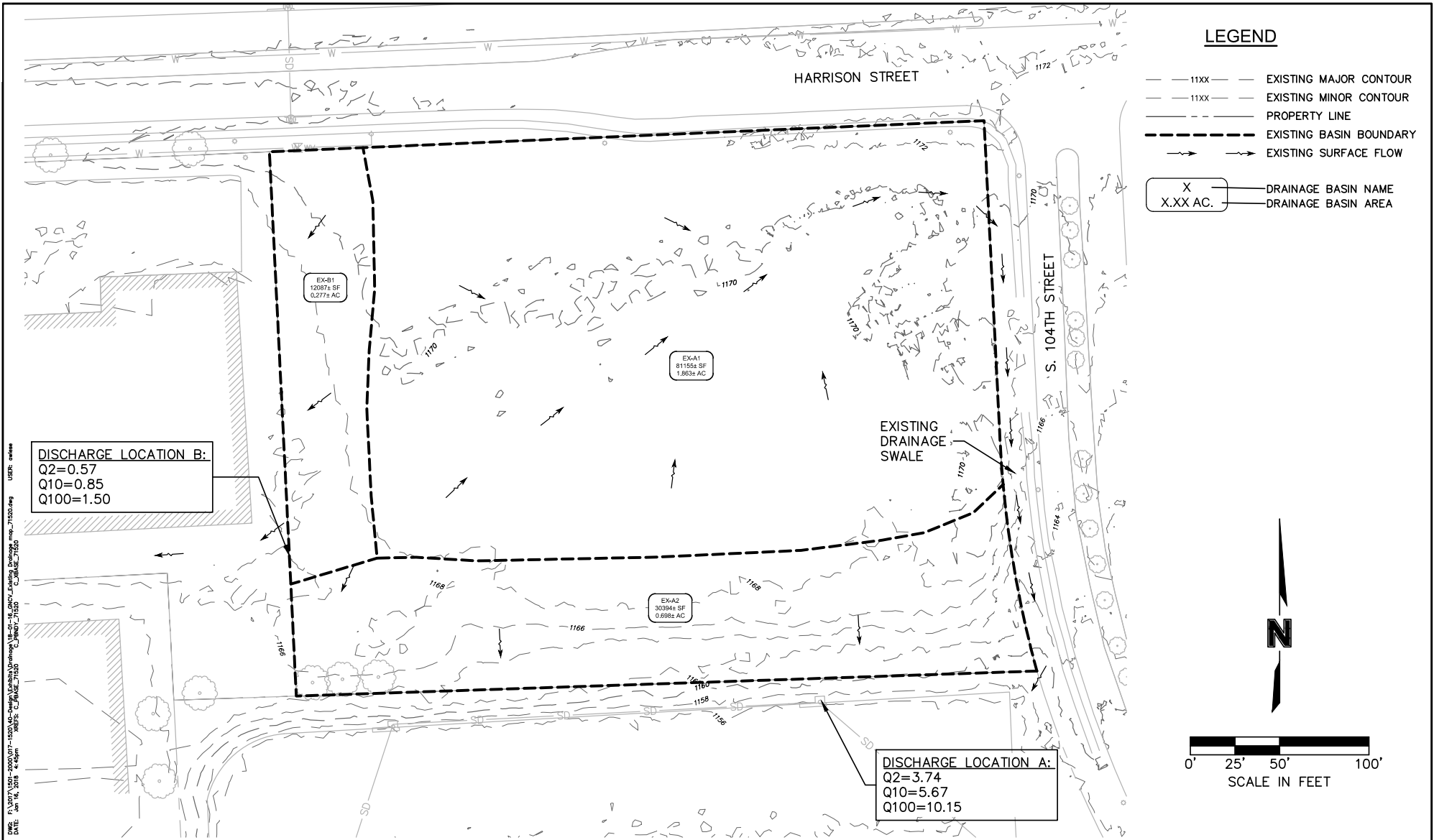
### *Drainage Treatment Summary*

The project is located at the Southwest corner of 104<sup>th</sup> and Harrison streets. This drainage study is for proposed Lot 1, Oakdale Park Storage. The drainage study only accounts for Lot 1 due to the existing conditions of proposed Lot 2 remaining the same. Lot 2 is an existing building and parking lot. There are three existing drainage basins in Lot 1 all of which are classified as turfed sloped areas. Drainage Basin EX-A1 is the largest area which has slopes between 0 and 3%. Stormwater in this basin sheet flows towards the northeast corner of the site where it enters a drainage swale between the East property line and the existing sidewalk along 104<sup>th</sup> Street. The drainage swale conveys the runoff south, along 104<sup>th</sup> street, to discharge location A. Drainage Basin EX-A2 is the south area of the lot sloped between 3 and 10%. Runoff sheet flows off-site to the south along the entire property line into the adjacent lot where existing private Rotella storm sewer inlets capture the runoff. Drainage Basin EX-B1 consist of the remaining west portion of the lot with grades between 0 and 3%. Runoff in this basin sheet flows west offsite along the entire property line to discharge location B. The proposed site drainage philosophy will generally match that of the existing flow patterns. However, the area draining to each basin will be slightly modified. In the post-developed condition, most of the site will be conveyed via storm inlets and storm sewer to two planned aboveground detention ponds, 'Pond 1' and 'Pond 2', where it will be treated and detained. If necessary, an underground storage system will be provided to meet allowable discharge rates and treat water quality.

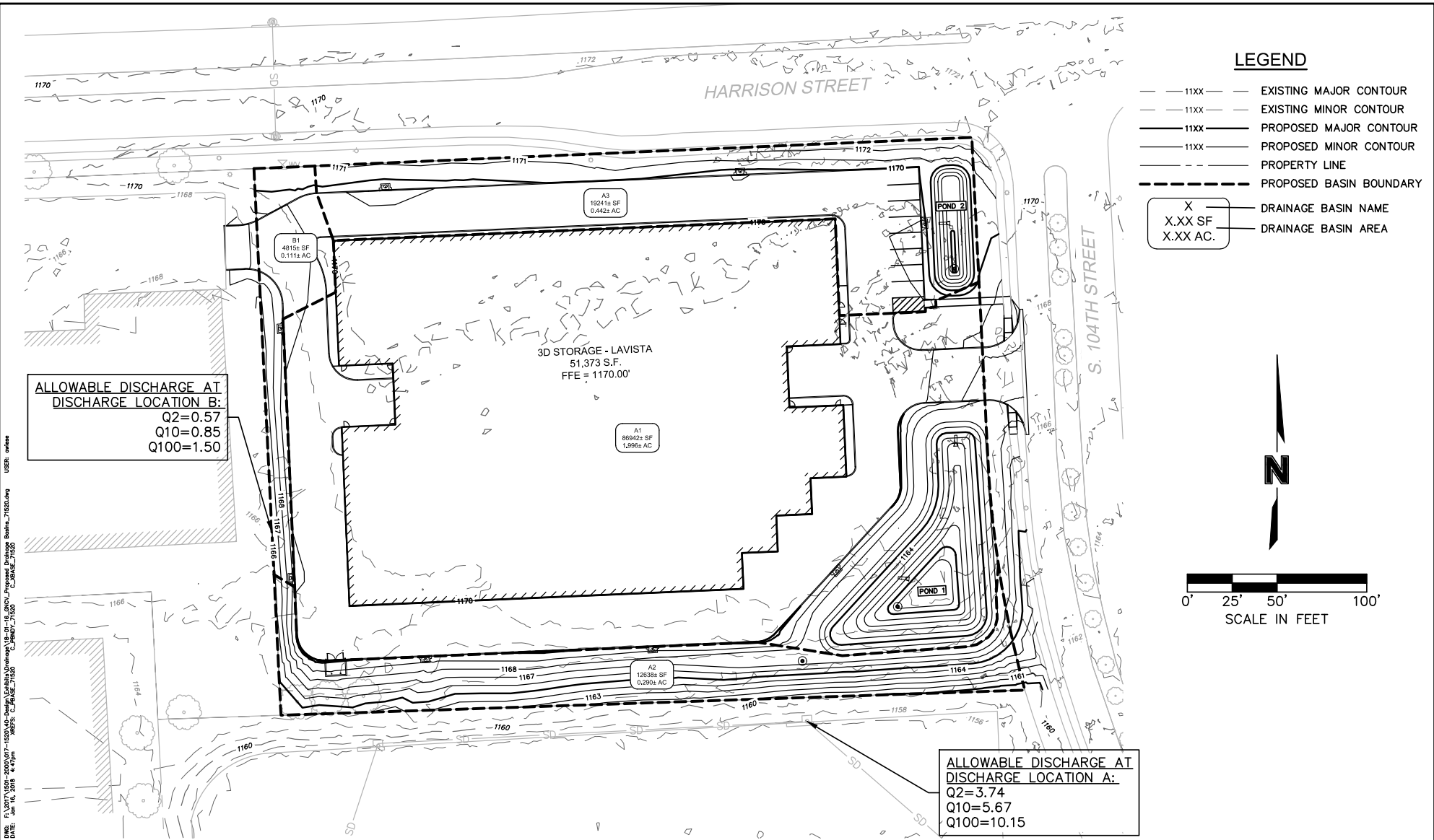
Proposed drainage basin A1 will drain to Pond 1 and proposed drainage basin A3 will drain to Pond 2. Basins A2 and B1 are landscaped previous areas that will be allowed to directly flow offsite without detainment. The detention ponds will be constructed at the discharge points in the existing condition. The requirement for this project site is to treat the first ½" runoff volume and provide "no net increase" for the 2-year, 10-year and 100-year storm events. The design will include calculations showing that the above ground detention pond (and if required an underground detention structure) will provide the appropriate water quality treatment volume, and storage for the 2-year, 10-year, and 100-year storm events to meet the City of La Vista's requirements. The storm sewer will then connect directly into the existing private storm sewer owned by Rotella's. Calculations are attached showing the existing Rotella's system has the capacity to convey the 3D storage site stormwater runoff.

Please refer to the attached PCSMP exhibits for further information.





PROJECT NO: 017-1563	EXISTING DRAINAGE BASIN MAP	<b>MOLSSON ASSOCIATES</b> 2111 South 67th Street, Suite 200 Omaha, NE 68106 TEL 402.341.1116 FAX 402.341.5885	EXHIBIT 1
DRAWN BY: ALW			
DATE: 01/16/2018			



PROJECT NO: 017-1520  
 DRAWN BY: ALW  
 DATE: 11/27/17

PROPOSED DRAINAGE BASIN MAP

**MOLSSON ASSOCIATES**  
 2111 South 67th Street, Suite 200  
 Omaha, NE 68106  
 TEL 402.341.1116  
 FAX 402.341.5895

EXHIBIT

2

Table 2: Drainage Summary Table (Rational Method)									
Basin	Area, A (Ac.)	Impervious Area (Ac.)	Pervious Area (Ac.)	% Impervious	Runoff Coefficient, C	T <sub>c</sub> (min.)	Q <sub>2</sub> (cfs)	Q <sub>10</sub> (cfs)	Q <sub>100</sub> (cfs)
Existing Basins									
EX-A1	1.863	0.000	1.863	0%	0.25	10	2.10	3.21	5.82
EX-A2	0.698	0.000	0.698	0%	0.40	5	1.65	2.46	4.33
EX-B1	0.277	0.000	0.277	0%	0.35	5	0.57	0.85	1.50
<b>Total</b>	<b>2.84</b>	<b>0.00</b>	<b>2.84</b>	<b>0%</b>			<b>4.32</b>	<b>6.52</b>	<b>11.65</b>
C <sub>impervious</sub>	0.95								
C <sub>pervious</sub>	0.25	(Hydrologic Soil Group B, Flat Terrain)							
C <sub>pervious</sub>	0.35	(Hydrologic Soil Group B, Average Terrain)							
C <sub>pervious</sub>	0.40	(Hydrologic Soil Group B, Hilly Terrain)							
i <sub>2</sub> (5 min)	5.90	i <sub>2</sub> (10 min)	4.50						
i <sub>10</sub> (5 min)	8.80	i <sub>10</sub> (10 min)	6.90						
i <sub>100</sub> (5 min)	12.40	i <sub>100</sub> (10 min)	10.00						
C <sub>r</sub> (100)	1.25								
Project Name:	Malibu and Rotellas								
Project No.:	017-1520								
Date:	11/27/2017								
By:	ALW								



**LEGEND**

- 110x --- EXISTING MAJOR CONTOUR
- 110x --- EXISTING MINOR CONTOUR
- --- PROPERTY LINE
- --- EXISTING BASIN BOUNDARY
- --- EXISTING SURFACE FLOW
- X DRAINAGE BASIN NAME
- X.XX AC. DRAINAGE BASIN AREA

**N**

0' 30' 60' 120'

SCALE IN FEET

drawn by: _____		DATE	REVISEMENTS
checked by: _____		NO.	
approved by: _____			
CADC by: _____			
project no. _____			
drawing no. _____			
date: _____			

**OLSSON®**  
**ASSOCIATES**

2111 South 67th Street, Suite 200  
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TEL 402.341.1116  
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[www.danassociates.com](http://www.danassociates.com)

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FAX 402.341.5895  
[www.dssonaassociates.com](http://www.dssonaassociates.com)



## EXHIBIT 'E'

### POST CONSTRUCTION STORM WATER MANAGEMENT PLAN MAINTENANCE AGREEMENT

**WHEREAS**, 3D Self Storage – La Vista, LLC, recognizes that stormwater management facilities (hereinafter referred to as “the facility” or “facilities”) must be maintained for the development called Oakdale Park Storage located in the jurisdiction of the City of La Vista, Sarpy County, Nebraska; and,

**WHEREAS**, the Property Owner (whether one or more) is the owner of Oakdale Park Storage depicted on Exhibit “A” (hereinafter referred to as “the Property”), and,

**WHEREAS**, the City of La Vista (hereinafter referred to as “the City”) requires and the Property Owner, and its administrators, executors, successors, heirs, or assigns, agree that the health, safety and welfare of the citizens of the City require that the facilities be constructed and maintained on the property, and,

**WHEREAS**, the Post Construction Stormwater Management Plan, \_\_\_\_\_, (hereinafter referred to as “PCSMP”), should be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

**NOW, THEREFORE**, in consideration of the foregoing premises, the covenants contained herein, and the following terms and conditions, the property owner agrees as follows:

1. The facility or facilities shall be constructed by the Property Owner in accordance with the PCSMP, which has been reviewed and accepted by the City of La Vista or its designee.
2. The Property Owner must develop and provide the “BMP Maintenance Requirements”, attached here to as Exhibit “B”, which have been reviewed and accepted by the City of La Vista or its designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The Plan shall indicate that the facility or facilities shall be inspected by a professional qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained and available for review by the City within 24-hours of request.
3. The Property Owner, its administrators, executors, successors, heirs, or assigns, shall construct and perpetually operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City of La Vista or its designee.
4. The Property Owner, its administrators, executors, successors, heirs, or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the facilities whenever the City deems necessary. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary. The City will require the Property Owner to provide, within 7 calendar days, a written response addressing what actions will be



taken to correct any deficiencies and provide a schedule of repairs within a reasonable time frame. Whenever possible, the City shall provide notice prior to entry. The City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent acts during such entry upon the property.

5. The Property Owner, its administrators, executors, successors, heirs, or assigns, agrees that should it fail to correct any defects in the facility or facilities within reasonable time frame agreed to in the response by the Property Owner for corrective actions, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City of La Vista or its designee in its sole discretion, the City of La Vista or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City of La Vista or its designee deems necessary. Notwithstanding the foregoing, the City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.

The City of La Vista or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City of La Vista expends to maintain or repair the facility or facilities or to correct any operational deficiencies subject to the provisions of the immediately preceding sentence relating to negligent acts of the City. Failure to pay the City of La Vista or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City of La Vista or its designee shall thereafter be entitled to bring an action against the Property Owner to pay, or foreclose upon the lien hereby authorized by this agreement against the property, or both. Interest, collection costs, and the reasonable attorney fees shall be added to the recovery to the successful party.

6. The Property Owner shall not obligate the City to maintain or repair the facility or facilities, and the City of La Vista shall not be liable to any person for the condition or operation of the facility or facilities.
7. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner. In the event such a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim unless due solely to the negligence of the City in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City of La Vista and the Property Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgement or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligent or intentional act of the City.
8. The Property Owner shall not in any way diminish, limit, or restrict the right of the City of La Vista to enforce any of its ordinances as authorized by law.
9. This Agreement shall be recorded with the Register of Deeds of Sarpy County, Nebraska and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

IN WITNESS WHEREOF, the Property Owner has executed this agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**INDIVIDUAL, PARTNERSHIP and/or CORPORATION**

3D Self Storage – La Vista, LLC

\_\_\_\_\_  
Name of Individual, Partnership and/or Corporation

Willie Douglas

\_\_\_\_\_  
Name

Owner/Manager

\_\_\_\_\_  
Title

\_\_\_\_\_

Signature

\_\_\_\_\_  
Name of Individual, Partnership and/or Corporation

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_

Signature

\_\_\_\_\_  
Name of Individual, Partnership and/or Corporation

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_

Signature

\_\_\_\_\_  
Name of Individual, Partnership and/or Corporation

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_

Signature



## ACKNOWLEDGMENTS

\_\_\_\_\_) )  
State

\_\_\_\_\_) )  
County

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public, in and for said County, personally came the above named:

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed and for the purpose therein stated.

WITNESS my hand and Notarial Seal the day and year last above written.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Seal

## Exhibit "A"

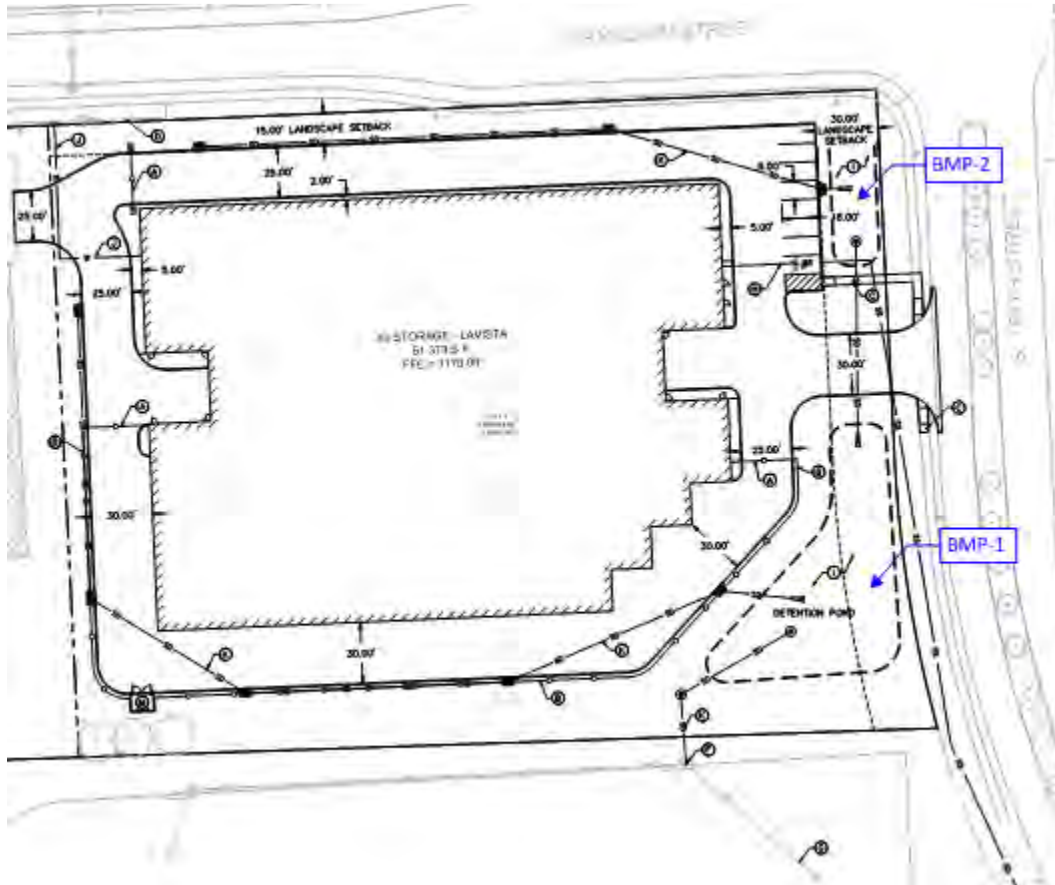
### Legal Description of the Property

#### **PROJECT INFORMATION**

Legal Description: LOT 1 OAKDALE PARK STORAGE  
Property Address: SW Corner of 104<sup>th</sup> and Harrison Street  
Subdivision Name: OAKDALE PARK STORAGE  
Sect.-Town.-Rng.: 16-14-12

#### **APPLICANT INFORMATION**

Business Name: 3D Self Storage – La Vista, LLC  
Business Address: PO BOX 418  
Contact Representative's Name: Willie Douglas  
Contact Representative's Phone Number:  
Signing Representative's Name: Willie Douglas



## Exhibit "B"

### BMP Maintenance Requirements

#### **Name & Location**

Project Name: 3D STORAGE LA VISTA  
 Address: SW Corner of 104<sup>th</sup> and Harrison Street  
 PCWP Project Number:  
 PWD Building Permit #:  
 PCSMP Project Number:

#### **Site Data**

Total Site Area: 2.86 Acres  
 Total Disturbed Area: 2.86 Acres  
 Total Undisturbed Area: 0.00 Acres  
 Impervious Area Before Construction: 0%  
 Impervious Area After Construction:

#### **BMP Information**

BMP No.	Type of BMP	Northing/Easting
BMP-1	Dry Detention Basin	N: E:
BMP-2	Dry Detention Basin	N: E:

BMP Type (Dry Detention Basin/ Pond)	
Task	Schedule
Remove debris and trash from trash rack and side slopes	Monthly
Outlet/inlet inspection and cleanout	Monthly
Bank mowing and inspection/stabilization of eroded areas	Monthly
Forebay inspection and cleanout	Monthly – remove sediment every 7 years or when 50% of storage volume has been lost
Basin inspection and cleanout	Annually – remove sediment when 25% of storage volume has been lost
Remove woody vegetation along embankment	Annually
Inspect for structural damage	Annually
Inspect, exercise all mechanical devices	Annually
Repair broken pipes	As needed
Replace riprap choked with sediment	As needed
Security	As needed

#### **Maintenance Inspection Reports**

Annual maintenance inspection reports must be commissioned by the property owner and provided to the City upon request. The first report shall be conducted one year following the final acceptance date of the Post Construction Stormwater Management Plan and each year thereafter on or before the acceptance anniversary date. All maintenance activities and inspection reports must be kept on file with the property owner for a minimum of five years. Annual maintenance inspection reports shall be performed by a registered Nebraska professional engineer, architect, or qualified professional.

## **EXHIBIT F**

### **3D STORAGE** **SEWER CONNECTION AGREEMENT** **(Sanitary Sewer System)**

THIS AGREEMENT ("Agreement"), made and entered into in La Vista, Nebraska, on this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of La Vista, a Municipal corporation in the State of Nebraska (hereinafter referred to as "City"), and 3D Self Storage-LaVista, LLC, a Nebraska limited liability company authorized to do business in Nebraska its successors and assigns (hereinafter referred to as "Owner") (City and Owner are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties");

---

#### **W I T N E S S E T H:**

WHEREAS, the Owner has constructed or is contemplating constructing sanitary sewers within Lot 1, Oakdale Park Storage, as depicted on Exhibit "B" hereto; and

WHEREAS, Owner desires to provide for the flow, transportation and handling of sewage collected in or flowing into the sanitary sewer system constructed or to be constructed by it, and has requested the City to permit flowage thereof into the City's sewerage system, and to provide for the processing of such sewage, from the properties identified in Exhibit "A".

NOW, THEREFORE, in consideration of the mutual agreements and covenants of the Parties hereto, it is agreed by and between the Parties as follows:

#### **I**

For the purposes of this Agreement, the term "sewer system of the Owner" shall include, whether now in existence or hereafter constructed, all sanitary sewers, sanitary sewer systems and appurtenances thereto which are:

- A. Shown on Exhibit "B" attached hereto.

For the purposes of this Agreement, the following, whether now in existence or hereafter constructed, shall be deemed a part of the "sewer system of the City":

- A. Any sanitary sewer or system of sanitary sewers owned by the City;
- B. Any sanitary sewer or system of sanitary sewers not a part of the sewer system of the Owner and not owned by City, but through which City has an easement, license or other right or other license to transport sanitary sewage;

## II

Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Owner to connect the sanitary sewer system of the Owner to the sanitary sewer system of the City in such manner and at such place or places as designated on plans submitted by the Owner and approved by the City. Owner shall have the right to connect to the existing public sanitary sewer located in 104<sup>th</sup> Street subject to the terms of this Agreement and subject to the approval of Sanitary and Improvement District No. 237 of Sarpy County, Nebraska.

## III

Owner expressly promises, warrants, covenants and agrees:

- A. That the sewer system of the Owner will be constructed and, as required, reconstructed in strict accordance with the plans and specifications and location approved in writing by the City and in strict accordance with the minimum standards and requirements of construction adopted by City.
- B. That the sewer system of the Owner shall be designed and constructed, and as required reconstructed, at the expense of Owner and the property therein, and at no expense to the City.
- C. The sewer system of the Owner shall comply with all applicable Federal and State laws and regulations in general and with all applicable laws and regulations of the City, with reference to use, operation and maintenance of the system.
- D. The sewer system of the Owner shall at all times be properly maintained and kept in good operating order and repair at no cost to City. The Owner's obligation in this connection shall survive the term of this Agreement to the extent provided in Paragraph IV, *infra*.
- E. In the event that City's engineers find that there is anything in the construction, maintenance or operation of the sewer system of the Owner which will, in the reasonable opinion of City's engineers, be detrimental to the proper operation of the sewer system of City, or any part thereof, the Owner will, upon written notice thereof, promptly correct said defect.
- F. That in the event the Owner for any reason fails in any respect as to its covenants contained in this Paragraph III, then City may, at its option, perform such maintenance and repair or correct such defects and the Owner, upon written demand by City, shall promptly reimburse City for the reasonable cost of all work, services, materials and other expenses reasonably incurred or expended by City in connection therewith.
- G. At all times all sewage flowing into, passing through or from the sewer system of the

Owner shall be in conformity with the ordinances, regulations and conditions applicable to sewage and sewers within the City, as they may change from time to time. In no event shall Owner, without prior written consent of City, permit or suffer any type of sewage to flow into, pass through or from the sewer system of the Owner, in violation of such ordinances, regulations and conditions.

The Owner shall allow any duly authorized representative of City to enter upon such property at reasonable times for the purpose of inspection, observation, measurements, sampling and testing of sewage.

- H. The Owner shall not cause, suffer or permit to be connected to the sewer system of the Owner any sewer lines or sewers serving, directly or indirectly, any area outside its boundaries.
- I. That the Owner will indemnify and save harmless the City, its officers, employees and agents, from all construction costs, loss, damage, claims and liability of whatsoever kind or character due to or arising out of any acts, conduct, omissions or negligence of the Owner, its officers, agents, employees, contractors, subcontractors and anyone acting under the direction of the Owner, in doing any work or construction of the sewer system of the Owner, or by or in consequence of any performance of this contract.
- J. That Owner shall promptly file all reports, pay all connection fees and perform all other obligations of the Owner provided for in this Agreement or otherwise required by state statutes or the City's ordinances as amended and supplemented from time to time.
- K. That, subject to the provisions of Paragraph V, infra, the Owner is and shall be bound to and by any provisions of any ordinance, rule or regulation relating to sewer use fees provided for under said Paragraph V, infra, hereinafter made and adopted by City or Sarpy County.
- L. Any water distribution system serving the Owner shall be constructed and operated by the Metropolitan Utilities District, however, Owner may utilize wells for irrigation purposes.

#### IV

The herein granted easements and licenses to City and the herein contained covenants of perpetual maintenance and repair by the Owner shall be perpetual, notwithstanding the fact that this Agreement is for a term of years.

#### V

Owner agrees that no connection shall be made to the sewer system of the City until a permit therefore shall have been obtained from City and the appropriate connection fee paid to City. Owner shall:

1. pay to City the applicable sewer connection fees as prescribed by the ordinances of the City in effect at the time of the connection;
2. obtain from the City a permit to so connect, as may be required by the ordinances of the City in effect at the time of the connection.
3. make all connections to the sewer system of the City in accordance with applicable ordinances, regulations and specifications.
4. upon written notice by City, immediately disconnect any connection to the sewer system of the City which has been made by the Owner without the required permit from the City or which is in contravention of the ordinances, regulations or specifications of the City pertaining to sewer connections.

## VI

The Owner shall facilitate collection of sewer service and sewer use fees as may be prescribed by City ordinance. Except as may be otherwise provided by City, such fees shall be based upon water consumption with chargeable water flow computed in the manner employed by Metropolitan Utilities District, which shall collect sewer service or use fees in conjunction with its collection of charges for water use.

## VII

In the event of the Owner's breach of any of the terms and conditions hereof or any warranty or covenant herein made by the Owner, then:

- A. In the case of a breach of any term or condition, warranty or covenant, pertaining to the actual construction, reconstruction, repair, maintenance or operation of the sewer system of the Owner, Owner shall, within five (5) days from receipt of City's written notice of such breach, commence to take corrective measures or such measures as may be reasonably requested by the City, and the Owner shall pursue with due diligence such corrective measures to completion as soon thereafter as possible to the reasonable satisfaction of City.
- B. In the case of any other type of breach by the Owner, the Owner shall cure said breach to the reasonable satisfaction of City within thirty (30) days from receipt of City's written notice of such breach; provided however, that if the nature of Owner's breach is such that more than thirty (30) days are reasonably required for its cure, then the Owner shall not be deemed to be in breach if the Owner commenced such cure within thirty (30) day period and thereafter diligently prosecutes such cure to completion.

C. In the event the Owner shall fail to cure any breach within the applicable time and manner afore-prescribed, City may:

1. Upon giving the Owner sixty (60) days written notice of City's intent to do so, City may require the Owner to disconnect the sewer system of the Owner from the sewer system of the City, or the City may itself cause such disconnection to be made, if at the expiration of said sixty (60) day period the breach is not cured to the reasonable satisfaction of City. Any such disconnection shall be made at the expense of the Owner.
2. In the event the breach pertains to the actual construction, reconstruction, repair, maintenance or operation of the sewer system of the Owner, City shall have the absolute right, at its option, to itself perform the work reasonably necessary for the requested corrective measures, or to reasonably complete the corrective measures commenced by the Owner, as the case may be, in either of which events the Owner agrees to immediately reimburse City for any and all reasonable expenses incurred by City in connection therewith.
3. In addition to whatever other remedies are granted to City herein, City may avail itself of all other rights and remedies that City may have pursuant to any statute, law, or rule of law or equity, including, but not limited to the right to specifically enforce full compliance by the Owner of the terms and conditions of this Agreement, including all warranties and covenants and agreements herein made by the Owner, by both mandatory and prohibitory injunction.

## VIII

The term of this Agreement shall be twenty (20) years from and after date hereof; provided, however, that unless Owner shall advise the City in writing of its desire not to do so, this Agreement shall be automatically renewed on the same terms and conditions as herein set forth for additional successive terms of twenty (20) years each. Said written advice shall be given at least six (6) months prior to the end of the original term or additional term which said Party giving such notice desires to be the final term of this Agreement. At the end of the final term of this agreement, whether same be at the end of the original term or at the end of a renewal term, Owner shall, at its own expense disconnect, reconstruct, remove or modify such sewer mains and sewer main connections as City shall deem necessary to prohibit the flow of Owner's sewage into the sewer system of City and to assure the City's continued use of the perpetual easements and licenses granted to it in Paragraph IV, supra.

## IX

The failure of either Party to exercise its rights upon any default by the other shall not constitute a waiver of such rights as to any subsequent default.



## X

A listing of the Schedule of Exhibits hereto is as follows:

Exhibit "A": Lot 1, Oakdale Park Storage

Exhibit "B": Preliminary Sanitary Sewer Plan

## XI

If any provisions of this Agreement are held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions of this Agreement which can be given effect without the invalid or unconstitutional provision and to this end, each paragraph, sentence and clause of this Agreement shall be deemed severable; provided, however, that, if in the sole opinion of City, the removal or inoperative effect of any such provision so declared invalid or unconstitutional shall materially affect City's rights hereunder, then City may terminate this Agreement, effective as of the date of City's written notice; whereupon the Owner shall:

- A. Pay all sums due under the terms of this Agreement to City at the time of termination, including all connection fees and sewer use fees accrued as of said date.
- B. At Owner's own expense, disconnect, reconstruct, remove or modify such sewer mains and sewer main connections as City shall deem necessary to prohibit the flow of the Owner's sewage into the sewer system of the City.

## XII

Both Parties acknowledge and agree that this written Agreement, including all Exhibits hereto, constitutes the entire agreement of the Parties and that there are no warranties, representations, terms or conditions other than those set forth herein.

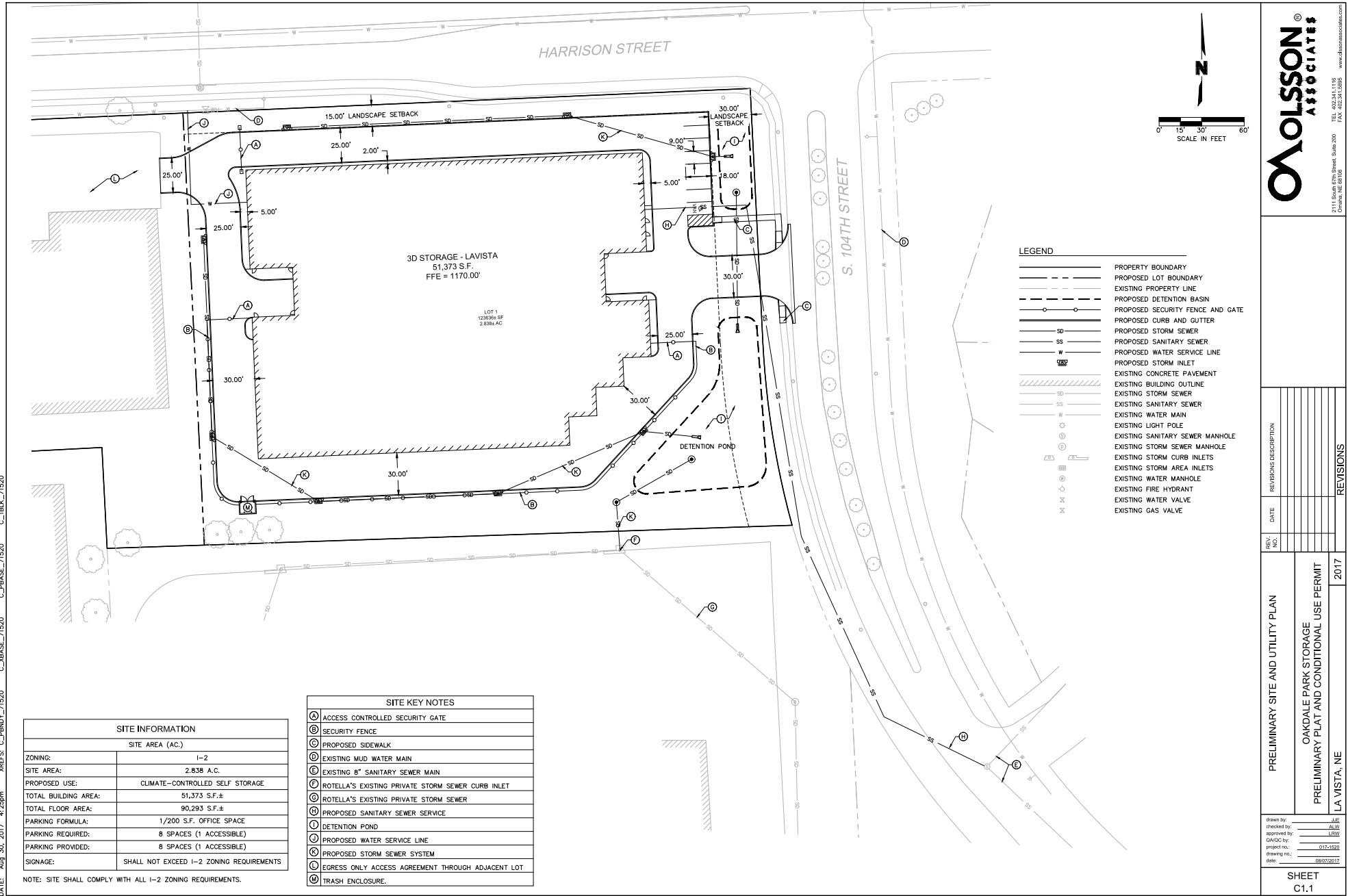
## XIII

The provisions of this Agreement shall be binding upon the Parties hereto and their successors and assigns. Owner shall refer to the successors and assigns of original Owner upon transfers of individual lots.

[Balance of Page Intentionally Left Blank – Signature Page to Follow]



# Exhibit 'A'



**OLSSON ASSOCIATES**

2111 South 87th Street, Suite 200  
Omaha, NE 68114  
TEL: 402.341.1148  
FAX: 402.341.1595  
www.olssonassociates.com

REVISIONS DESCRIPTION

DATE

REV. NO.

PRELIMINARY SITE AND UTILITY PLAN

OAKDALE PARK STORAGE  
PRELIMINARY PLAT AND CONDITIONAL USE PERMIT

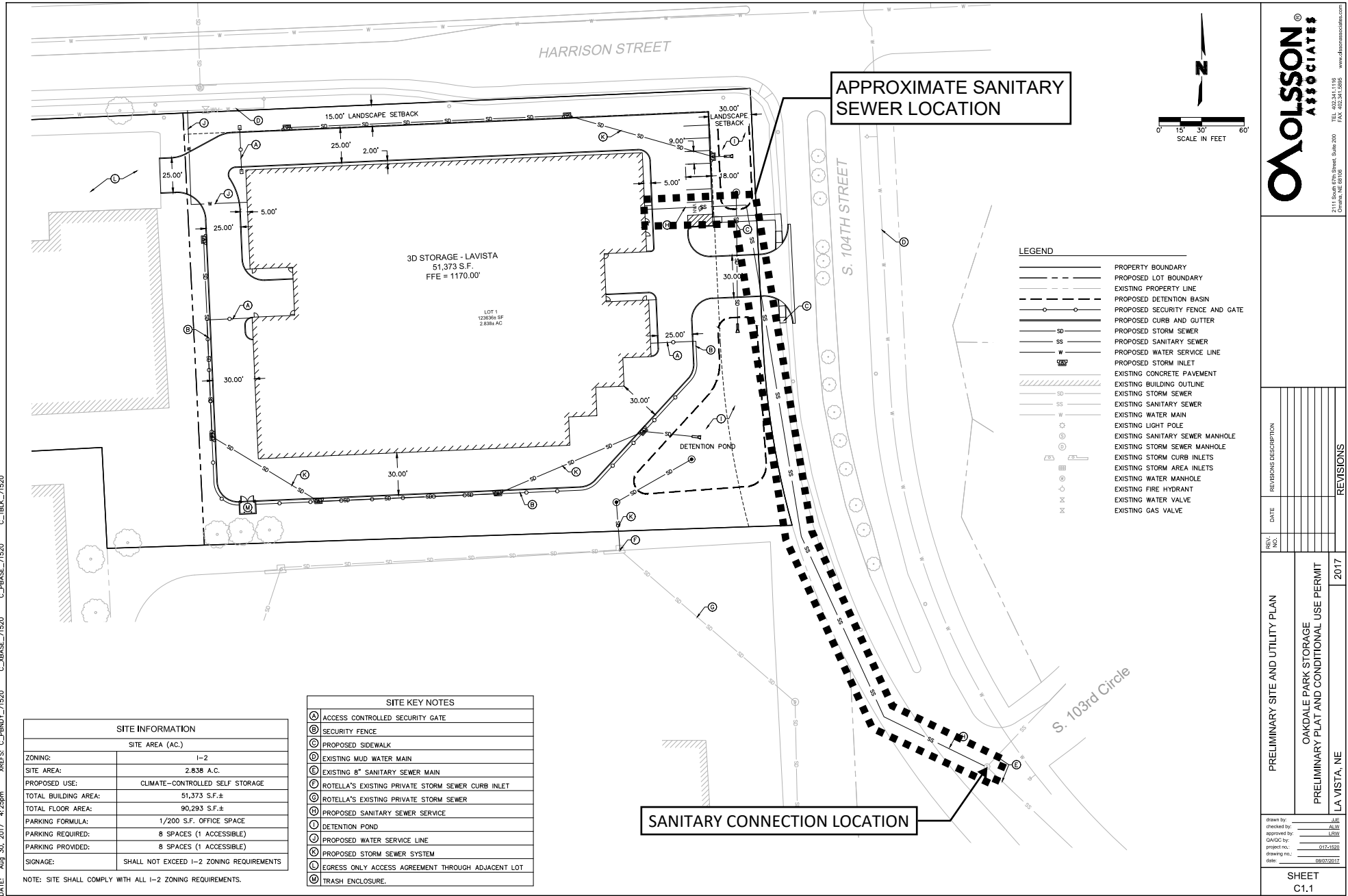
2017

LA VISTA, NE

drawn by: JLE  
checked by: ALW  
approved by: LSW  
GNDG by: GNDG  
project no.: 017-1520  
drawing no.: 0807/2017  
date:

SHEET  
C1.1

# EXHIBIT 'B'



**OLSSON ASSOCIATES**

2111 South 87th Street, Suite 200  
Omaha, NE 68114

TEL: 402.341.1148  
FAX: 402.341.1595  
www.olssonassociates.com

REV. NO.	DATE	REVISIONS DESCRIPTION

PRELIMINARY SITE AND UTILITY PLAN	2017
OAKDALE PARK STORAGE	
PRELIMINARY PLAT AND CONDITIONAL USE PERMIT	
LA VISTA, NE	

drawn by: JLE  
checked by: ALW  
approved by: LSW  
GNDG by: GNDG  
project no.: 017-1520  
drawing no.: 0807/2017  
date: 08/07/2017

SHEET  
C1.1

## EXHIBIT G

### DECLARATION OF EGRESS EASEMENT

This Declaration of Egress Easement (this “Declaration”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by **THE COLONIAL PRESS, INC.**, a Nebraska corporation (“Declarant”).

#### Preliminary Statement

WHEREAS, Declarant is the owner of unimproved real property in Sarpy County, Nebraska, as legally described on Exhibit “A” attached hereto (the “Unimproved Property”);

WHEREAS, Declarant is the owner of improved real property in Sarpy County, Nebraska, as legally described on Exhibit “B” attached hereto (the “Improved Property”);

WHEREAS, the Unimproved Property and the Improved Property, each of which is shown on the Site Plan attached hereto as Exhibit “C” (the “Site Plan”), share a common boundary along the easterly boundary of the Improved Property and the westerly boundary of the Unimproved Property. Each of such properties northern boundaries abut Harrison Street;

WHEREAS, there is presently constructed on the Improved Property an office/industrial building serving as the corporate headquarters of Colonial Press;

WHEREAS, Declarant has entered into a purchase agreement for the sale of the Unimproved Property which is intended to be developed with a climate controlled storage facility by the purchaser thereunder (the “Proposed Facility”);

WHEREAS, in conjunction with the construction of the Proposed Facility, there is proposed an egress from the Unimproved Property across the Improved Property drive area to 107<sup>th</sup> Street as shown on the Site Plan (the “Approved Egress”);

WHEREAS, in the event the Proposed Facility is constructed, the Owner of the Unimproved Property will reconstruct and pave with concrete the drive area on the north side of the Improved Property as depicted on the Site Plan; and

WHEREAS, Declarant is executing this Declaration for purposes of memorializing the terms, conditions and provisions relating to the granting and declaration of egress easement across the Improved Property to accommodate the Approved Egress.

NOW, THEREFORE, Declarant hereby declares that the Improved Property and the Unimproved Property shall be held, sold and conveyed subject to the following conditions, restrictions and easements which are for the purposes of protecting the value and desirability of, and which shall run with, each of the Improved Property and Unimproved Property.

## **ARTICLE I DEFINITIONS**

1.1 Egress Easement Area. The term "Egress Easement Area" shall mean the drive areas as presently constructed and as reconstructed from time to time on the Improved Property and shown on the Site Plan attached hereto as Exhibit "C" and which shall be a minimum of 25 feet in width. It is expressly agreed and understood that the Improved Property shall have no right of ingress and egress across the Unimproved Property.

1.2 Owner. The term "Owner" shall mean the legal Owner of fee title to the Unimproved Property and Improved Property, as reflected by the records of the Sarpy County, Nebraska, Register of Deeds. If the Unimproved Property or Improved Property is owned by one or more Persons, the Person or Persons holding at least fifty-one percent (51%) of the Ownership interest in such property shall designate one of their number to represent all Owners of one of the property in question and such designated Person shall be deemed the Owner of such property.

1.3 Permittee. The term "Permittee" shall mean all Owners, the tenants or licensees of the Unimproved Property and Improved Property, and each of their respective officers, directors, employees, agents, contractors, residents, customers, vendors, suppliers, visitors, and invitees.

1.4 Person. The term "Person" shall mean any individual, partnership, firm, association, corporation, limited liability company, trust, or any other form of business or government entity.

## **ARTICLE II EASEMENT, DRIVE RECONSTRUCTION AND MAINTENANCE**

2.1 Egress Easement. Declarant hereby grants, conveys and reserves in favor of the Unimproved Property and the Permittees of the Unimproved Property, a nonexclusive perpetual easement for vehicular and pedestrian ingress and egress over and across the Egress Easement Area, as the same may be from time to time constructed and maintained for such use on the Improved Property.

2.2 Reconstruction of Egress Easement Area. In the event the Owner of the Unimproved Property undertakes construction of the Proposed Facility, the Owner shall concurrently with the construction of the Proposed Facility and prior to opening the Proposed Facility to the public, remove and pave with concrete the existing paved surfaces of the Egress Easement Area in substantially the same configuration as exist on the date of this Declaration. Any and all construction activities performed by the Owner of the Unimproved Property, its successors and assigns, as contemplated by this Section 2.2, shall be performed in a good and workman like manner and at the sole expense of the Owner of the Unimproved Property. The Owner of the Unimproved Property shall promptly pay all bills pertaining to such construction so that such construction is completed free of liens. The Owner of the Unimproved Property shall coordinate with the Owner of the Improved Property all construction activities and shall endeavor to complete such construction activities in a prompt manner so as to minimize interference with the business operations conducted on the Improved Property, it being understood that such construction activities will necessarily cause some disruption in the use of the Improved Property.

2.3 Temporary Construction Easement. Declarant hereby grants, conveys and reserves in favor of the Unimproved Property and the Permittees of the Unimproved Property, a temporary Construction Easement for the purpose of undertaking the construction obligations as contemplated by Section 2.2 of this Declaration.

2.4 Maintenance. The Owner of the Improved Property shall be responsible snow and ice removal and otherwise for maintaining in good condition and repair the paved surfaces of the Egress Easement Area. Except as hereinafter provided in this Section 2.4, all maintenance, repair and any replacement of the paved surfaces of the Egress Easement Area shall be at the sole expense of the Owner of the Improved Property. The reasonable expenses incurred by the Owner of the Improved Property for pavement repairs and replacements to the paved surfaces of the Egress Easement Area following the first anniversary of completion of the resurfacing of the Egress Easement Area ("Shared Repair and Replacement Expenses") shall be reimbursed to the Owner of the Improved Property by the Owner of the Unimproved Property in the amount of twenty five percent (25%) of the Shared Repair and Replacement Expenses. Such reimbursement payment shall be made by the Owner of the Unimproved Property not later than thirty (30) days following the Owner of the Unimproved Property's receipt of an invoice for such expenses, which invoice shall be accompanied by a reasonably detailed explanation of repairs and replacements and contractor invoices for such expenses.

### **ARTICLE III MISCELLANEOUS**

3.1 Enforcement. In the event of a breach or threatened breach of this Declaration, only an Owner shall be entitled to institute proceedings for full and adequate relief from consequences of such breach or threatened breach. Time is of the essence for purposes hereof.

3.2 Perpetual Duration. This Declaration and the covenants, conditions, restrictions and easements shall create mutual benefits and servitudes running with the land and shall bind and inure to the benefit of the parties hereto, and their respective heirs, representatives, lessees, successors and assigns. This Declaration shall be perpetual, provided, however, that this

Declaration may be modified, amended or terminated by an instrument signed by the Owners of the Unimproved Property and Improved Property and recorded with the Sarpy County, Nebraska, Register of Deeds.

3.3 Survival. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

3.4 Counterparts. This Declaration may be executed in any number of counterpart originals, each of which, when taken together, shall be deemed to be one and the same instrument.

3.5 No Merger. Notwithstanding the present or future common ownership of the Improved Property and Unimproved Property, the rights and obligations created under this Declaration shall not now or in the future be deemed to have merged by reason of common ownership of the Improved Property and Unimproved Property.

[Signature Page to Follow]



IN WITNESS WHEREOF, this Declaration has been executed effective as of the day and year first above written.

**THE COLONIAL PRESS, INC.**, a Nebraska corporation

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

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, President of The Colonial Press, Inc., a Nebraska corporation, for and on behalf of the corporation.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**  
**UNIMPROVED PROPERTY**

Lot 1, Oakdale Park Storage, an addition to the City of LaVista, Sarpy County, Nebraska

**EXHIBIT "B"**  
**IMPROVED PROPERTY**

Lot 2, Oakdale Park Storage, an addition to the City of LaVista, Sarpy County, Nebraska



## **STORM SEWER EASEMENT AND MAINTENACE AGREEMENT**

This Storm Sewer Easement and Maintenance Agreement (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Rotella's Italian Bakery, Inc., a Nebraska corporation ("Rotella's"), and 3D Self Storage-LaVista, LLC, a Nebraska limited liability company ("3D").

### **PRELIMINARY STATEMENT**

Rotella's is the owner of certain improved real property known by street address as 10608 Gertrude Street, LaVista, Nebraska, and legally described as follows (the "Rotella's Property"):

See Exhibit "A" attached hereto and incorporated herein by this reference

3D is the owner of certain unimproved real property known by street address as 7016 S. 104<sup>th</sup> Street, LaVista, Nebraska, and legally described as follows (the "3D Property"):

Lot 1, Oakdale Park Storage, an addition to the City of LaVista, Sarpy County, Nebraska

The Rotella's Property and 3D Property share a common boundary on the north side of the Rotella's Property and the south side of the 3D Property, as pictorially depicted on the Site Development Plan attached to this Agreement as Exhibit "B" (the "Site Plan"). 3D is intending to construct a two-story enclosed self-storage building on the 3D Property substantially as depicted on the Site Plan (the "3D Improvements"). As part of the 3D Improvements, 3D desires to extend a storm sewer line from the south property line of the 3D Property under the Rotella's Property and connect to an existing storm sewer line on the Rotella's Property (the "3D Offsite Sewer Improvements").

Rotella's has agreed to grant to 3D a permanent storm sewer easement, a temporary construction easement and permanent maintenance easement for 3D to construct, operate, maintain, repair and replace the 3D Offsite Sewer Improvements.

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Rotella's and 3D agree as follows:

1. Permanent Storm Sewer Easement. Rotella's hereby grants and conveys to 3D, and its successors, transferees and assigns in title to the 3D Property, a perpetual non-exclusive easement for the right to construct, operate, maintain, repair and replace a storm sewer line and all appurtenances thereto, in, through and under the parcel of land as depicted and legally described on Exhibit "C" attached hereto (the "Storm Sewer Easement") which Storm Sewer Easement includes both the "New Sewer Line

Segment” and the “Existing Sewer Line Segment”, as depicted on Exhibit “B” attached hereto. 3D has provided Rotella’s with the drainage plans and flow calculations for the 3D Improvements identified as Olsson Associates Project No. 017-1520 dated January 16, 2018 (the “Drainage Plan and Calculations”). Rotella’s has relied on the Drainage Plan and Calculations to establish the maximum flows permitted under the Storm Sewer Easement granted in this Agreement and 3D agrees that it will not modify its drainage improvements as constructed on the 3D Property in a manner that will increase such maximum flows through the New Sewer Line Segment and Existing Sewer Line Segment without the prior written consent of the owner of the Rotella’s Property.

2. Temporary Construction Easement. Rotella’s hereby grants and conveys to 3D, and its contractors, agents and employees, a temporary construction easement on and across the Rotella’s Property, including reasonable access rights, as reasonably necessary for 3D to construct the 3D Offsite Sewer Improvements and connect to the Existing Sewer Line Segment (the “Temporary Construction Easement”). The Temporary Construction Easement shall commence on the date of full execution of this Agreement by Rotella’s and 3D and shall continue until the earlier of 3D’s completion of construction of the 3D Offsite Sewer Improvements or June 30, 2019.

3. Permanent Maintenance Easement. Rotella’s hereby grants and conveys to 3D, and its successors, transferees and assigns in title to the 3D Property, a perpetual easement for the right to maintain, repair and replace the 3D Offsite Sewer Improvements, including reasonable access rights on and across the Rotella’s Property, as reasonably necessary for 3D to maintain, repair and replace the 3D Offsite Sewer Improvements that are situated on the Rotella’s Property (the “Maintenance Easement”).

4. 3D Construction Requirements. All construction activities to be performed by the owner of the 3D Property, and its contractors, employees and agents, as contemplated by this Agreement shall be performed in a good and workman like manner and in a manner that will minimize any disruption of business activities being conducted on the Rotella’s Property. Prior to the initiation of construction activities, the owner of the 3D Property shall provide the owner of the Rotella’s Property with advance notice of planned construction, a description of all planned construction activities and a proposed construction schedule. If requested by the owner of the Rotella’s Property or its consultants, the owner of the 3D Property will provide reasonably detailed plans describing the proposed construction, and except in the case of emergency, the owner of the Rotella’s Property shall have a reasonable period of time, not to exceed ten (10) business days, to respond to the owner of the 3D Property with any concerns regarding the proposed construction activities. The owner of the 3D Property and owner of the Rotella’s Property shall work in good faith to resolve any issues raised by the owner of the Rotella’s Property in a timely manner so that 3D construction activities are not unreasonably delayed or hindered. The owner of the 3D Property shall be solely responsible for all costs and expenses associated with the construction, operation, maintenance, repair and replacement of the 3D Offsite Sewer Improvements and will repair, replace or reconstruct any damage to improvements on the Rotella’s Property caused by the owner of the 3D Property, its contractors, employees and agents in exercising its rights of constructing, maintaining, operating, repairing and replacing the 3D Offsite Sewer Improvements.

5. Maintenance, Repair and Replacement of Existing Sewer Line Segment. The owner of the Rotella’s Property shall be responsible for the maintenance, repair and replacement of the existing sewer improvements within the “Existing Sewer Line Segment”. In the event that maintenance, repair or replacement of the improvements within the “Existing Sewer Line Segment” is necessary, the owner of the Rotella’s Property will provide the owner of the 3D Property with prior written notice of such maintenance, repair or replacement and following completion of the repair, replacement or maintenance of the improvements within the “Existing Sewer Line Segment”, the owner of the Rotella’s Property shall provide the owner of the 3D Property with written notice of the total cost associated with such maintenance, repair or replacement including contractor and subcontractor invoices. The owner of the 3D Property shall then make payment to the owner of the Rotella’s Property the “3D Share”, as hereinafter

defined, of the invoiced amount, not later than thirty (30) days following receipt of notice of the invoiced amount. The term "3D Share" as used herein shall mean fifty percent (50%) of the invoiced amount.

6. Successor Owners. The Storm Sewer Easement, Temporary Construction Easement and Maintenance Easement (collectively, the "Easements") granted in this Agreement and the covenants, conditions and restrictions governing such Easements as provided in this Agreement shall create mutual benefits and servitudes running with the land described herein and shall bind and inure to the benefit of the parties hereto, and their respective heirs, representatives, successors, transferees and assigns.

7. Notices. Any notice, demand, request or other communication which may or shall be given or served by Rotella's to or on 3D, or by 3D to or on Rotella's, shall be deemed to have been given or served on the date the same is personally delivered, sent by email or facsimile transmission (receipt confirmed) or given to a nationally recognized overnight courier service for next business day delivery and addressed as follows:

IF TO  
ROTELLA'S:                      Rotella's Italian Bakery, Inc.  
    c/o Lou Rotella, III  
    6949 South 108<sup>th</sup> Street  
    LaVista, Nebraska 68128

IF TO 3D:                         3D Self Storage-LaVista, LLC  
    c/o William J. Douglas  
    21008 Cumberland Drive  
    Elkhorn, Nebraska 68022

The above addresses may be changed at any time by the parties or any successor owners of the Rotella's Property and the 3D Property by notice given in the manner provided above.

8. Estoppel Certificates. Each owner of the Rotella's Property and the 3D Property shall, upon ten (10) days prior written request of any other such owner, execute, acknowledge and deliver to the requesting owner or its designee, which may include any mortgagee or purchaser of the owner's property, a written statement stating, to the knowledge of the owner as of the date made: (i) the date this Agreement was executed; (ii) that the Agreement and the Easements created herein are in full force and effect, that none of the owners are in default under the Agreement, and that the Agreement has not been assigned, modified, supplemented or amended in any way (or specifying the date and terms of any agreement so affecting this Agreement); (iii) that all provisions and conditions under this Agreement to be performed by each owner have been satisfied and performed (or specifying those conditions and provisions that such owner has not satisfied); (iv) that all required payments by any owner to the other owner on account of obligations assumed by the owner herein have been made (or specifying those required payments which such owner has not made); (v) that as of the date of said statement there are no existing defenses or offsets that owner has against the enforcement of this Agreement by any other owner except as set out by such owner in the statement; and (vi) any other matter relating to the Agreement that the owner or owner's designee may reasonably request. Any such statement may be relied upon by a prospective purchaser or any mortgagee of an owner's interest in the owner's property.

9. Amendment. This Agreement shall be perpetual in its duration, provided, however, this Agreement may be modified, amended or terminated by an instrument signed by the owners of the Rotella's Property and the 3D Property, any such modification, amendment or termination to be effective only upon recording of the instruments with the Register of Deeds of Douglas County, Nebraska.

10. Miscellaneous. This Agreement shall be construed and interpreted in accordance with the laws of the State of Nebraska. Any invalidation of any covenants by judgment or court order shall not

way effect any of the other provisions hereof, which shall remain in full force and effect. Time is of the essence for purposes of this Agreement.

11. No Partnership. None of the terms or provisions of this Agreement are intended to create a partnership between or among the owners and their respective businesses or otherwise, nor shall this Agreement cause them to be considered joint ventures or members of any joint enterprise. Each owner shall be considered a separate owner, and no party shall have the right to act as an agent for the other owner, unless expressly authorized to do so herein or by separate written instrument signed by the owner to be charged.

12. No Waiver. The failure of any owner to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which the owner may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any such terms, covenants and conditions. No waiver of any owner of any default under this Agreement shall be effective or binding on such owner unless made in writing by such owner and no such waiver shall be implied from any omission by owner to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers of any default under any provision of this Agreement shall not be deemed a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this Agreement.

13. Entire Agreement. This Agreement constitutes the entire agreement between each of the owners, parties hereto, with respect to the subject matter contained herein. Each of the owners, parties hereto, do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska. Time is of the essence.

14. Counterparts. This Agreement may be executed in any number of counterpart originals, each of which, when taken together, shall be deemed to be one and the same instrument.

**[Space Below Intentionally Left Blank –  
Signature Page to Follow]**



IN WITNESS HEREOF, the said party of the first part has executed this Agreement to be effective as of the date first above written.

ROTELLA'S ITALIAN BAKERY, INC., a  
Nebraska corporation

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

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, \_\_\_\_\_ of Rotella's Italian Bakery, Inc., a Nebraska corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

3D SELF STORAGE- LAVISTA, a Nebraska  
limited liability company

By: \_\_\_\_\_

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

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2018, by \_\_\_\_\_, \_\_\_\_\_ of 3D Self Storage-  
LaVista, LLC, a Nebraska limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A tract of land located in a part of the West Half of the Northwest Quarter of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, being more particularly described as follows:

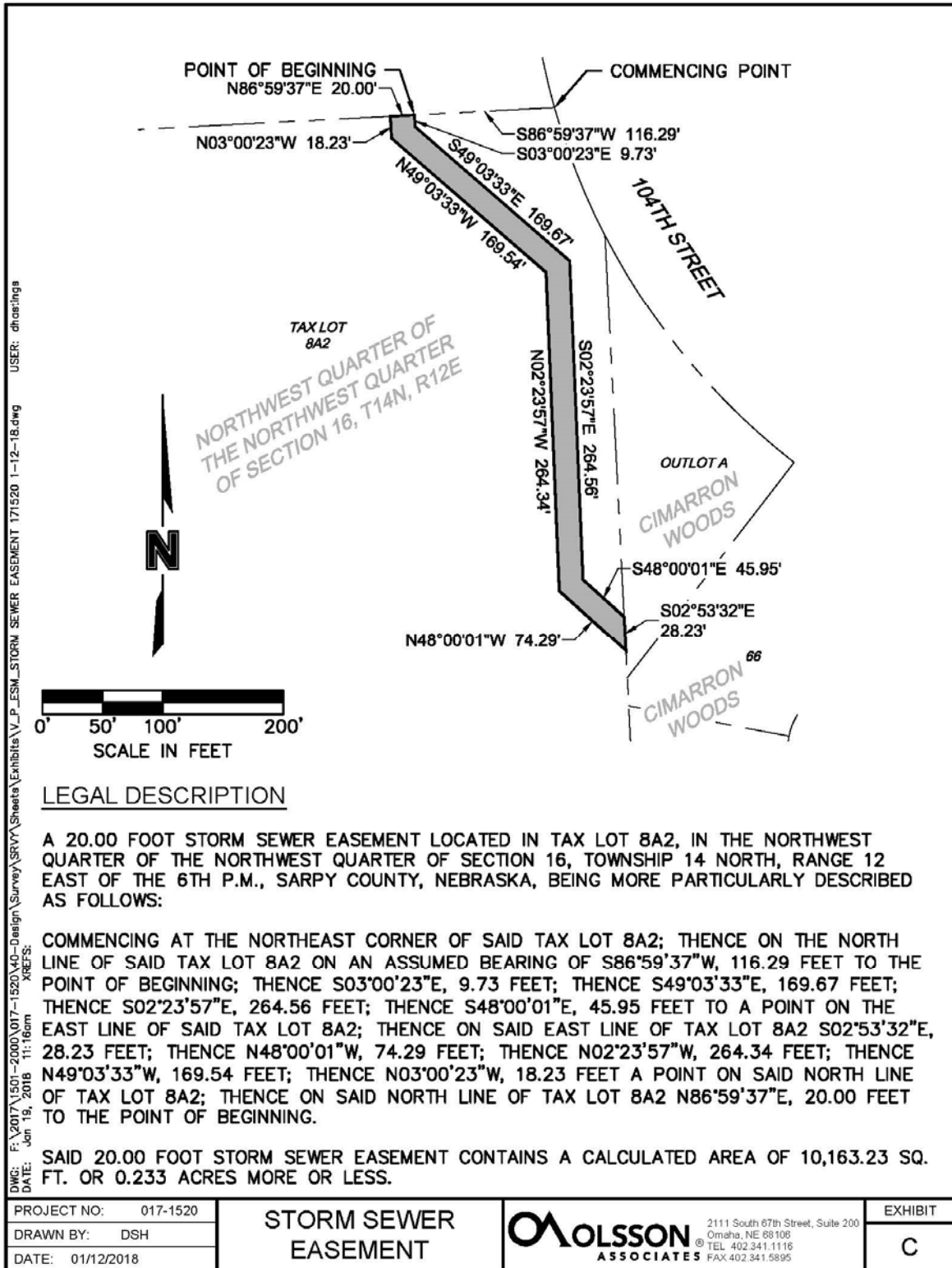
Beginning at the Southeast corner of Lot 28A, Oakdale Park, a platted and recorded subdivision in Sarpy County, Nebraska; thence North  $00^{\circ}14'16''$  West (assumed bearing) along the East line of said Oakdale Park, a distance of 648.37 feet; thence North  $89^{\circ}45'54''$  East, a distance of 521.91 feet; thence South  $00^{\circ}06'28''$  East along the East line of the West Half of the Northwest Quarter of said Section 16 a distance of 708.37 feet; thence South  $89^{\circ}45'54''$  West a distance of 226.34 feet; thence North  $00^{\circ}14'06''$  West a distance of 50.00 feet to a point of curvature; thence Northerly and Westerly along a 50.00 foot radius curve to the left an arc distance of 127.62 feet to a point of reverse curvature; thence Westerly along a 40.00 foot radius curve to the right a distance of 39.27 feet to a point of tangency; thence South  $89^{\circ}45'54''$  West a distance of 169.17 feet to the point of beginning;

EXCEPT that part granted to Sanitary and Improvement District No. 237 of Sarpy County, Nebraska by Warranty Deed filed April 12, 2005 as Instrument No. 2005-11451.

Said tract of land also known as Tax Lot 8A2, in the Northwest Quarter of the Northwest Quarter of Section 16, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.



# EXHIBIT "C" 3D STORM SEWER



### **SIDEWALK EASEMENT**

This indenture made this \_\_\_\_ day of \_\_\_\_\_, 2018, by **3D SELF STORAGE-LAVISTA, LLC**, a Nebraska limited liability company (hereinafter referred to as "Grantor"), to and for the benefit of the **CITY OF LAVISTA, NEBRASKA**, a municipal corporation of the State of Nebraska, and to the general public (hereinafter collectively referred to as "Grantee").

### **W I T N E S S E T H :**

That Grantor, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to Grantee a perpetual non-exclusive easement to the public for pedestrians to travel and come upon the existing sidewalk on the real estate in LaVista, Sarpy County, Nebraska, as depicted and legally described on Exhibit "A" attached hereto which is hereby incorporated in and made a part of this Easement by reference.

To have and to hold said Easement and right-of-way unto the said Grantee, its successors and assigns, in perpetuity. The approval of this term by Grantor and its successors and assigns shall be shown by recording this document with the Sarpy County Register of Deeds. This Easement and the beneficial rights contained herein is given without any warranty whatsoever.

**[NO FURTHER TEXT ON THIS PAGE]**

IN WITNESS WHEREOF, the Grantor has caused this Easement to be signed on the day and year first above written.

**3D SELF STORAGE-LAVISTA, LLC**, a  
Nebraska limited liability company

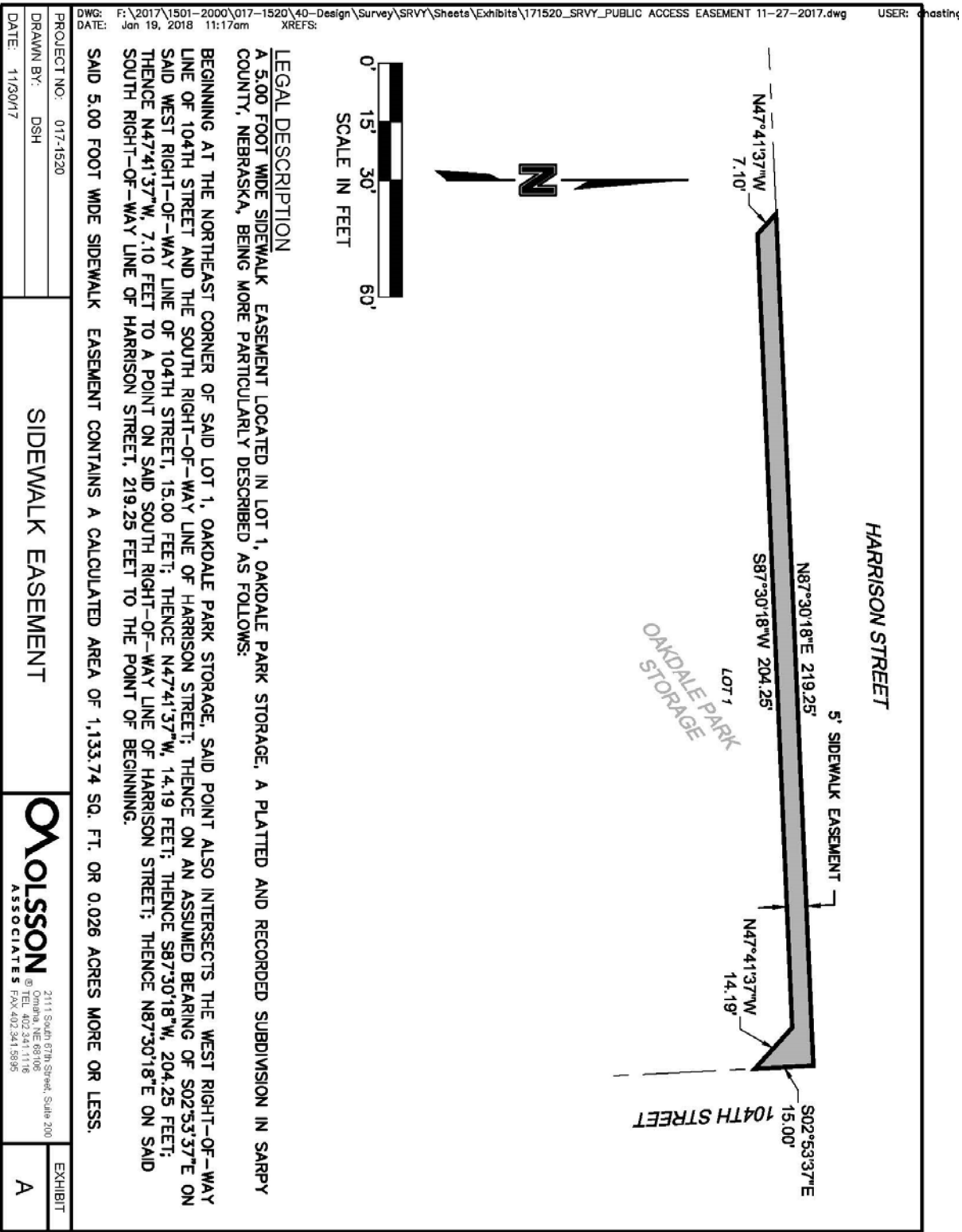
By: \_\_\_\_\_  
William J. Douglas, Manager

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

Now on this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came William J. Douglas, Manager of 3D Self Storage-LaVista, LLC, a Nebraska limited liability company, who is personally known to me to be the same person who executed in such capacity the within instrument for and on behalf of said entity and who duly acknowledged the execution of the same to be the act and deed of said entity.

\_\_\_\_\_  
Notary Public

EXHIBIT "A"





**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
FEBRUARY 6, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE AGREEMENT - STORM WATER PUBLIC EDUCATION & OUTREACH- CONSULTANT SERVICES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to authorize an Agreement with Civic Nebraska for preparation of informational materials, arranging and conducting or attending various public outreach events as well as documentation and reporting in an amount not to exceed \$5000.

**FISCAL IMPACT**

The FY 17/18 Biennial Budget provides funding for the proposed services.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Public education and outreach efforts are required in relation to the NPDES permit requirements for MS4 public storm water discharges. A joint agreement was entered into with the City of Papillion and Upstream Weeds for 2016 and 2017 to provide such services. Upstream Weeds has since decided to not continue to provide such services. Civic Nebraska, housed at UNO, is a Nebraska non-profit organization with a primary purpose of providing public outreach. Their access to UNO students will allow this effort to continue in an affordable manner since the funding for these efforts have been greatly reduced. Public participation in various public events and presentations to school groups has been positive. These services are helpful in continuing to comply with NPDES permit requirements.

In order to maximize the outreach efforts with a limited amount of funding, the City is partnering with the City of Papillion in this agreement. The agreement provides for each City to be responsible for 50 percent of the consultant services. The total cost is \$10,000. The level of funding for public outreach is reduced as a result of the NDEQ Annual Storm Water Management Plan Grant funding being eliminated.

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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AN AGREEMENT WITH CIVIC NEBRASKA AND THE CITY OF PAPILLION FOR PUBLIC OUTREACH EVENTS IN AN AMOUNT NOT TO EXCEED \$5000.00**

**WHEREAS, the City Council of the City of La Vista has determined that said services are necessary; and**

**WHEREAS, the FY17/18 Biennial Budget provides funding for the proposed services; and**

**WHEREAS, the agreement has a not-to-exceed cost of \$10,000 with this being split equally to La Vista and Papillion;**

**NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing an Agreement with Civic Nebraska and the City of Papillion for public outreach events in an amount not to exceed \$5000.00.**

**PASSED AND APPROVED THIS 6TH DAY OF FEBRUARY, 2018.**

**CITY OF LA VISTA**

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

**ATTEST:**

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

**AGREEMENT FOR CONSULTANT SERVICES**  
**PAPILLION-LA VISTA STORM WATER MANAGEMENT**  
**2018 PAPILLION-LA VISTA STORMWATER OUTREACH & PUBLIC EDUCATION**

This Agreement for consultant services is entered into as of January 19, 2018, by and between Civic Nebraska (hereinafter called CN), and the City of La Vista, Nebraska (hereinafter called LA VISTA) and the City of Papillion, Nebraska (hereinafter called PAPILLION). It is understood by the parties to this agreement that the consultant services described herein will be performed by CN, under the auspices of "Papillion-La Vista Stormwater Outreach" (PLVSO).

**Section I: CONSULTANT DUTIES** – Consultant shall provide the following services:

In order to address the public education and outreach obligations of LA VISTA and PAPILLION under their respective MS4 storm water discharge permits, LA VISTA and PAPILLION are partnering to engage the services of CN to include the following:

**Outreach Event Participations and Hosting**

1. Host informational tables at 6 events related to storm water management.
2. Host a table at 13 weekly Farmers Markets in Papillion or La Vista that includes storm water management information.
3. Coordinate and implement school participation in STEM Environmental projects.

**Engagement Initiatives and Programs**

1. Participate in Rain Barrel and Crowd Hydrology projects.
2. Pursue additional funding with emphasis on school-age projects relating to storm water management.
3. Participate in the creation of a short video with PAPILLION Community Relations Director.

**Procedures**

1. Coordinate with prior consultant, Upstream Weeds, to transfer program knowledge and train CN staff to host information tables.
2. Provide at least two table hosts at each event to engage the community.
3. Distribute handouts, brochures, and literature provided by PAPILLION and LA VISTA.
4. Display PLVSO banners at events for project identification purposes.
5. Obtain items for incentives/give-aways at events to promote citizen engagement to the extent that funding and opportunities are available.
6. Provide table(s), chairs and canopy as required for table hosts at events.

### **Documentation and Reporting**

1. Create reports including data on community participation at all events such as number of citizens engaged, number of brochures distributed, number of give-aways (as applicable) and hours and dates of events.
2. Prepare a final report of all efforts completed under this agreement. This report shall be due by February 28, 2019. PAPILLION and LA VISTA will use information from this report to assist them in preparing their annual storm water management reports to the Nebraska Department of Environmental Quality as required under their respective MS4 permits.

### **Section II: PAPILLION & LA VISTA Duties – PAPILLION and LA VISTA shall provide the following:**

- A. Provide publicity via PAPILLION and LA VISTA web sites and other media outlets.
- B. Provide access to creeks and streams for tours and engagement activities.
- C. Print and provide storm water management brochures and other literature as needed.
- D. Provide project banners for display at events.
- E. Provide sample rain barrels and other storm water management devices for display at events.

### **Section III: Property Rights and Information Disclosure**

Confidential Information-CN shall freely disclose to PAPILLION and LA VISTA all information, data and results obtained from work performed under this Agreement. PAPILLION and LA VISTA are free to use such information for their own internal purposes or to disclose such information to third parties.

Provided, however; if the work performed pursuant to this Agreement requires disclosure of information which any party hereto considers as proprietary and confidential, the parties agree that separate confidentiality agreements may be executed with the individual participants in the project.

Rights in Data-Progress reports may be prepared at various times detailing the results of the project to date. These reports will become the property of PAPILLION and/or LA VISTA and will not be distributed by CN without written approval.

### **Section IV: Independent Contractor Statement**

CN and anyone that CN hires for assistance are not and shall not be considered employees of PAPILLION or LA VISTA. CN shall be and remain an independent contractor and nothing contained in the Agreement shall be construed inconsistent with that status. Notwithstanding such status, any employee shall be removed from any job site by CN at any time on request of PAPILLION or LA VISTA for incompetence, neglect of duty, or misconduct. PAPILLION and LA VISTA shall have no other control over the employment, compensation or discharge of CN's employees or agents.

## **Section V: Insurance**

CN shall purchase and maintain insurance as will protect CN from claims set forth below which may arise out of, or result from, CN's execution of the services in this Agreement, whether such execution be by CN or by anyone directly or indirectly employed by CN.

1. Claims under workman's compensation, disability benefit and other similar employee benefit acts.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CN's employees.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CN's employees.
4. Claims for damages insured by usual personal injury liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by CN.
5. Claims for damages because of injury to, or destruction of, tangible property including loss of use resulting therefrom.
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

Personal property insurance shall be the responsibility of the owner of the property regardless of the location of the loss.

## **Section VI: Indemnification**

CN agrees to indemnify, defend, and hold harmless PAPILLION and LA VISTA or their officers, agents, and employees from any and all claims, demands, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property which may be asserted, claimed, or recovered against or from PAPILLION and/or LA VISTA or their officers, agents, and employees by reason of any act, omission, or representation of CN or its subcontractors, agents, or employees. In turn, PAPILLION and LA VISTA agree to indemnify, defend, and hold harmless CN or its officers, agents, and employees from any and all claims, demands, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property which may be asserted, claimed, or recovered against or from PAPILLION and LA VISTA or their officers, agents, or employees by reason of any act, omission, or representation of PAPILLION and LA VISTA or their officers, agents, and employees. This clause shall survive the expiration or termination of this Agreement.

## **Section VII: Term of Agreement and Termination**

This Agreement commences March 1, 2018 and ends March 1, 2019, unless extended by mutual agreement of all parties. PAPILLION and LA VISTA reserve the right to terminate this agreement early without penalty, damages, or cause. Services up to the point of termination will be compensated accordingly to the terms outlined below but under no circumstances shall any outstanding services not rendered be paid.

### **Section VIII: Payment for Services**

In consideration of the foregoing, PAPILLION and LA VISTA will reimburse CN for all direct costs incurred in the performance of this Agreement, which shall not exceed a total cost of \$10,000. PAPILLION will be responsible for \$5,000 of the total cost and LA VISTA will be responsible for \$5,000 of the total cost.

CN will provide monthly invoices to PAPILLION and LA VISTA for actual costs incurred within the limits of the above-stated total cost. Payment shall be made to CN within thirty (30) days of receipt of invoices. CN shall bill PAPILLION and LA VISTA at the same time and in equal amounts for the services set forth in this Agreement. Invoices shall include a narrative and itemization of the costs of the services, materials, and wages covered by the invoices. Invoices shall be sent to:

City of La Vista, Nebraska  
Attn: John Kottmann, City Engineer  
8116 Park View Blvd.  
La Vista, NE 68128  
(may be emailed to: [jkottmann@cityoflavista.org](mailto:jkottmann@cityoflavista.org) )

City of Papillion, Nebraska  
Attn: Jeff Thompson, Public Works Director  
122 East Third Street  
Papillion, NE 68046  
(may be emailed to: [jefft@papillion.org](mailto:jefft@papillion.org) )

Checks shall be made payable to Civic Nebraska and mailed to:

Mr. Kent Day  
Director of Civic Engagement Programs  
Civic Nebraska  
6001 Dodge St, CEC at UNO #122  
Omaha, NE 68182

### **Section IX: Notices**

All notices to be given to any party under this Agreement shall be sent to the parties listed in Section VIII above.

### **Section X: Assignment**

This agreement is non-assignable and non-transferrable. Any attempt by any party to assign its obligations hereunder shall be void.

### **Section XI: Amendment**

This Agreement constitutes the entire understanding between CN and PAPILLION and LA VISTA with respect to the subject matter hereof and may not be amended except by a written agreement signed by all three parties.

**Section XII: Governing Law and Forum**

This Agreement shall be governed by the laws of the State of Nebraska. Any legal actions brought by any of the Parties hereunder shall be in the District Court of Sarpy County, Nebraska.

We, the undersigned, hereby warrant that we are properly authorized officers of the organization to be bound by this Agreement, and that we do hereby accept the terms and conditions provided herein.

**CIVIC NEBRASKA**

Printed Name

Signature

Title

Date

**CITY OF PAPILLION**

By: \_\_\_\_\_

MAYOR

Attest:

CITY CLERK

DATE

**CITY OF LA VISTA**

By: \_\_\_\_\_

MAYOR

Attest:

CITY CLERK

DATE

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
FEBRUARY 6, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMENDMENT NO. 1 CONSTRUCTION PHASE ENGINEERING 96 <sup>TH</sup> & BRENTWOOD DR. TRAFFIC SIGNAL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared to authorize Amendment No. 1 to the Professional Services Agreement on behalf of the City of La Vista with Olsson Associates to provide construction phase engineering services for the 96<sup>th</sup> Street and Brentwood Drive Traffic Signal in an amount not to exceed \$30,045.00.

**FISCAL IMPACT**

The FY 17/18 Biennial Budget provides funding for this project.

**RECOMMENDATION**

Approval

**BACKGROUND**

An agreement with Olsson Associates to provide design of the traffic signal at 96<sup>th</sup> & Brentwood Drive was approved by the City Council on June 20, 2017 for a fee not to exceed \$33,966.92. Bids were taken and a construction contract was awarded by the City Council on January 16, 2018. Since construction will proceed, it is necessary to arrange for engineering services during this phase including construction observation and project management. A scope of work and fee proposal was obtained from Olsson Associates. It was reviewed and found to be acceptable. This is CIP Project No. PWST-16-001.



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA NEBRASKA APPROVING AMENDMENT NUMBER ONE TO THE PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES TO PROVIDE CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE 96<sup>TH</sup> STREET AND BRENTWOOD DRIVE TRAFFIC SIGNAL IN AN AMOUNT NOT TO EXCEED \$30,045.00.

WHEREAS, the City Council has determined construction phase engineering services for the 96<sup>th</sup> Street and Brentwood Drive traffic signal are necessary; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of La Vista does hereby approve amendment number one to the professional services agreement with Olsson Associates to provide construction phase engineering services for the 96<sup>th</sup> Street and Brentwood Drive traffic signal in an amount not to exceed \$32,045.00

PASSED AND APPROVED THIS 6TH DAY OF FEBRUARY, 2018.

CITY OF LA VISTA

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

ATTEST:

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

## **CONTRACT AMENDMENT #1**

This CONTRACT AMENDMENT, executed between the City of La Vista ("Client") and Olsson Associates ("Olsson"), shall amend the above-referenced Agreement dated June 6, 2017.

WITNESSETH, that in accordance of the mutual covenants herein contained, the Client hereby agrees to employ Olsson to perform engineering services hereinafter outlined.

### **PROJECT DESCRIPTION AND LOCATION**

Project Name: "96<sup>th</sup> & Brentwood Traffic Signal"

Location: 96<sup>th</sup> & Brentwood Street, La Vista, NE

### **PROJECT UNDERSTANDING**

The ENGINEER agrees to perform Construction Services associated with the construction of the new 96th & Brentwood Signal Improvement project. Our understanding for the project is based on the ENGINEER providing Construction Services consisting of Administration, Observation, Material Testing, and Construction Staking to assist in the construction of the 96th & Brentwood Signal Improvement project in La Vista, Nebraska.

In the performance of these services, ENGINEER shall not have authority or responsibility to supervise, direct, or control the CONTRACTOR'S work or the CONTRACTOR'S means, methods, techniques, sequences, or procedures of construction. ENGINEER shall not have authority or responsibility for safety precautions and programs incident to the CONTRACTOR'S work or for any failure of the CONTRACTOR to comply with laws, regulations, rules, ordinances, codes or orders applicable to the CONTRACTOR furnishing and performing the work. Specific services to be performed by ENGINEER are as follows:

### **SECTION I - SCOPE OF SERVICES**

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

#### **TASK 1 – CONSTRUCTION ADMINISTRATION**

##### **a. Pre-Construction Conference**

At the date and time selected by the OWNER and at facilities provided by the OWNER, conduct a pre-construction conference. ENGINEER will prepare an agenda for the conference. The pre-construction conference will include a discussion of the CONTRACTOR'S tentative schedule, procedures for transmittal and review of the CONTRACTOR'S submittals, processing payment applications, critical work sequencing, change orders, record documents, and the CONTRACTOR'S responsibilities for safety and first aid. Procedures for dealing with unforeseen problems will be developed and discussed.

##### **b. Review Contractor's Submittals**

The ENGINEER will review CONTRACTOR submittals, for equipment, materials, and construction. All requests for variations from the contract documents will be reviewed with the OWNER before issuing an approval to the CONTRACTOR.

Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

**c. Pay Requests**

Review and process the CONTRACTOR'S payment requests, and forward to the OWNER for payment. ENGINEER review will be for the purpose of making a full independent mathematical check of the Contractor's payment request. ENGINEER is responsible for verifying stored materials and the quantities of work completed, which are the basis of the payment request.

**d. Project Modifications**

The ENGINEER will coordinate the preparation of any changes through the issuance of field orders, work change directives, or change orders that are agreed upon. The ENGINEER will review all modifications and all modification requests will be discussed with the OWNER before they are developed in final form.

**e. Document Interpretation and Clarification**

Provide interpretation and clarification of contract documents for the owner and general contractor.

**f. Site Visits**

Conduct visits to the construction site to observe progress of the work and to consult with the OWNER and the CONTRACTOR relating to the project.

**g. 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.

**h. Final Inspection**

In the company of the OWNER and CONTRACTOR, the ENGINEER will conduct a final completion walk through to identify items requiring completion or correction prior to final payment.

**i. 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.

## **TASK 2 – CONSTRUCTION OBSERVATION**

ENGINEER shall furnish a part-time Resident Project Representative (RPR), assistants and other field staff to assist the City of La Vista Project Manager in observing performance of the work of CONTRACTOR during the 82-day construction period beginning on March 5, 2018.

Per information from the City, substantial completion is anticipated to be 82 days, with final completion of at the duration of said days. The basis of this proposal assumes 4 hours per day, 5 days per week, with the exception of critical items in which full observation will be required. We have assumed a maximum of 0 full-time days for this project.

Specific services to be performed by ENGINEER are as follows:

**a. Schedules**

Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

**b. Conferences and Meetings**

Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

**c. Liaison**

Serve as OWNER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.

**d. 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 ENGINEER of availability of samples for examination. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

**e. Review of Work, Observations and Tests**

Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents. Report to OWNER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise OWNER of Work that RPR believes should be corrected, or should be uncovered for observation, or requires special

testing, inspection or approval. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

**f. Interpretation of Contract Documents**

Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

**g. Modifications**

Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

**h. Records**

Maintain records at the job site, orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents. 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, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to OWNER.

**i. Reports**

Furnish ENGINEER and OWNER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders. Report to ENGINEER and OWNER upon the occurrence of any accident.

**j. Payment Requests**

Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to OWNER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the work.

**k. Certificates, Maintenance and Operation Manuals**

During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

**l. Completion**

Before ENGINEER issues a Certificate of Substantial completion, submit to CONTRACTOR a list of observed items requiring completion or correction. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

**Task 3 – CONSTRUCTION TESTING SERVICES**

Construction monitoring and testing services are required prior to and during placement of pavement subgrades, utility backfill, and concrete pavement sections. We propose to provide our monitoring and testing services as per the City of Omaha standards and in the following manner:

**a. Exposed Subgrade**

ENGINEER will provide a technician to monitor the exposed subgrade within the construction limits of the pavement areas to verify that soils unsuitable for pavement have been removed and to identify unstable areas that require additional excavation prior to placement of the structural fills and/or the asphaltic and concrete pavement sections.

**b. Fill and Backfill Placement**

ENGINEER will provide an engineering technician to observe the placement of fill material on an as requested basis. Olsson will obtain samples of materials proposed for use as fill for laboratory testing. Laboratory tests, including standard/modified proctors and Atterberg limits tests, will be performed to classify and determine physical properties of the proposed fill materials.

Prior to any density testing, 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.

Once stabilized, our technician will run field density tests to document the quality of the fill and evaluate compliance with the project specifications. Our technician will report the test results and our opinions regarding compliance of the work with the project specifications to the RPR and OWNER as the work progresses.

- Non-Structural/Structural Fill – Olsson will observe and perform compaction tests on the structural fill placed during site development activities at a rate of [1]

density test per 100 square yards per lift for non-structural fill and 1 density test per 200 square feet per lift for structural fill.

- Utility Backfill – Olsson will perform a minimum of 1 test per 100 lineal feet per lift of material placed.
- Pavement Subgrade – Olsson will perform a minimum of 1 test per 2500 square feet per lift of fill placement.

**c. Pavement Subgrade**

ENGINEER/OWNER will provide a technician to observe the final prepared pavement subgrade prior to installation of the pavement section. Proofrolling of the exposed subgrades with a loaded tandem axle dump truck is recommended if area of construction permits access. In addition, in-place field density tests will be performed along with probing with a T-Rod to evaluate the exposed subgrade for the finish product. The upper 12 inches of the soil pavement subgrade will be evaluated utilizing a modified Proctor value ASTM D 1557 and ASTM D698 as required.

**d. Un-reinforced/Reinforced Concrete**

ENGINEER/OWNER will provide an observer/technician on an as-required basis during the construction of un-reinforced and reinforced concrete structures. For reinforced structures, we will observe the placement of reinforcing steel for compliance with the plans and specifications. We will sample and test the concrete for slump, air entrainment, temperature, unit weight, and other tests, and will cast compressive strength specimens for the concrete placed on-site. Samples will be cast as follows unless instructed or otherwise directed:

- Pavement – Olsson will cast 1 set of 4x8 cylinders per 100 cubic yards of concrete placement. In addition, core samples will be taken in the concrete pavement section to test of design thickness based on the City of Omaha standard for sampling and testing of the material placed.

**e. Bearing Evaluations**

Olsson will observe the bearing materials in the bases of shallow foundation excavations. The bearing materials will be evaluated with respect to the design bearing pressure. Structures requiring bearing evaluations are as follows:

- Structure Footings

**f. Field Test Reporting**

Olsson will prepare typed reports of each day's observations presenting the field test results and describing the progress and acceptability of the work and any required remedial action. Draft copies will be provided daily to your designated field representative if requested. Reports will be reviewed by our project manager and transmitted to the required parties on a daily basis. In addition, concrete compression test results will be e-mailed in a PDF format within 48 hours of laboratory testing.

#### **TASK 4 – SWPPP INSPECTIONS**

If Required and Authorized by Owner, Olsson will provide a certified SWPPP Inspector for SWPPP inspections a minimum of once per week (4 per month) as long as the permit is valid. Additional site visits may be required for rain events with ½ inch or more of rain in any 24-hour period within the project area. Olsson will report SWPPP compliance to the best of our knowledge. Inspection findings will be discussed with the on-site contractor if necessary.

Olsson will prepare typed reports of each day's observations presenting the field observations and describing the progress and acceptability of the work and any required remedial action. SWPPP Inspection Reports will be transmitted to the client. Based on construction schedule provided, Olsson has estimated 3 months of SWPPP Inspections.

#### **TASK 5 – CONSTRUCTION STAKING SERVICES**

We propose to provide our construction staking services in the following manner:

**Set Control** - Set and maintain a minimum of Six (6) Control Points and Two (2) Benchmarks throughout the project.

**Storm Sewer** - Stake the storm lines on an offset at a minimum of 50 feet with grades to the rim and invert elevations.

**Paving** - Stake the edge of paving on an offset at 50-foot intervals on tangent lines, curves will be staked at 25 foot intervals with a minimum of 3 points per curve.

**Electric**

Stake Traffic Signal Poles, Pull Boxes, and Signal Cabinet as requested by Client.

#### **SECTION 2 - COMPENSATION**

The attached Scope of Work was prepared to show the maximum amount of time and materials it would take to complete the services required to complete the Project without anticipation of profits on account of any difference between the actual and estimated quantities. Olsson will notify the Client if construction testing frequencies and site visits of the above scope of work are subject to increase due to construction methods or design changes prior to the commencement of said out of scope services.

Olsson is committed to providing quality service to its clients, commensurate with their wants, needs and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Olsson stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals.

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 Exhibit B (Consultants Estimate of Hours) 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 will be provided on a time and expense basis not to exceed \$30,045.00.



**OLSSON ASSOCIATES, INC.**

By   
Michael C. Piernicky, PE, PTOE

  
Christopher M. Rolling, PE, PTOE

If you accept this Scope of Services, please sign:

**CITY OF LA VISTA**

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

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

Title \_\_\_\_\_

Dated \_\_\_\_\_

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**EXHIBIT A**

<b>Task 1 Project Management (CE Services)</b>				
Project Manager	8 hrs	\$133.00 /hr	\$	1,064.00
Administrative	4 hrs	\$54.00 /hr	\$	216.00
<b>TASK 1 TOTAL</b>				<b>\$ 1,280.00</b>

<b>Task 2 Construction Administration and Observation</b>				
<b>Construction Administration</b>				
Pre-Construction Conference	4 hrs	\$124.00 /hr	\$	496.00
General Construction Administration	8 hrs	\$124.00 /hr	\$	992.00
Review Construction Submittals	2 hrs	\$124.00 /hr	\$	248.00
Pay Requests	4 hrs	\$124.00 /hr	\$	496.00
Modifications / Change Management	2 hrs	\$124.00 /hr	\$	248.00
Progress Meetings	4 hrs	\$124.00 /hr	\$	496.00
Utility Coordination	0 hrs	\$124.00 /hr	\$	0.00
Substantial Completion Walk Thru	0 hrs	\$124.00 /hr	\$	0.00
Final Completion Walk Thru	0 hrs	\$124.00 /hr	\$	0.00
Project Closeout and Assemble Field	4 hrs	\$124.00 /hr	\$	496.00
				<b>3,472.00</b>
<b>Construction Observation</b>				
Full Time Construction Observation	hrs	\$75.00 /hr	\$	0.00
Part Time Construction Observation	218 hrs	\$75.00 /hr	\$	16,350.00
Mileage (estimated at \$15/trip)	60 trips	\$15.00 /trip	\$	900.00
<b>TASK 2 TOTAL</b>				<b>\$ 20,722.00</b>

<b>Task 3 Construction Materials Testing</b>				
<b>Fill and Backfill Placement</b>				
Technician	12 hrs	\$65.00 /hr	\$	780.00
Standard Proctor	2 tests	\$150.00 /test	\$	300.00
Atterberg Limits	2 tests	\$75.00 /test	\$	150.00
P-200 Sieve Analysis	2 tests	\$40.00 /test	\$	80.00
Mileage (estimated at \$15/trip)	10 trips	\$15.00 /trip	\$	150.00
<b>Reinforced Concrete</b>				
Technician	20 hrs	\$65.00 /hr	\$	1,300.00
Compression Test - Concrete	2 tests	\$15.00 /test	\$	30.00
Mileage (estimated at \$15/trip)	2 trips	\$14.00 /trip	\$	28.00
<b>TASK 3 TOTAL</b>				<b>\$ 2,818.00</b>

<b>Task 4 SWPPP Inspections</b>				
Erosion Control Repots	3 months	\$800.00 /month	\$	2,400.00
<b>TASK 4 TOTAL</b>				<b>\$ 2,400.00</b>

<b>Task 5 Construction Survey and Staking</b>				
<b>Control</b>				
Field Survey Crew (2 man)	14 hrs	\$150.00 /hr	\$	2,100.00
Team Leader / Licensed Surveyor	5 hrs	\$145.00 /hr	\$	725.00
<b>TASK 5 TOTAL</b>				<b>\$ 2,825.00</b>
<b>TASK 1-5 TOTAL</b>				<b>\$ 30,045.00</b>

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
FEBRUARY 6, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PURCHASE WALL PADDING FOR POLICE DEPARTMENT BASEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

**SYNOPSIS**

A resolution has been prepared to approve the purchase of wall padding from GreatMats, Milltown, WI, in an amount not to exceed \$5,400.

**FISCAL IMPACT**

The FY18 Asset Forfeiture Plan budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval

**BACKGROUND**

The Police Department is acquiring equipment to expand training capabilities in the basement of the Police Station. Flooring and wall matting will allow flexible training methods to be conducted. The wall matting proposed for purchase will cover the concrete walls and offer protection to employees during training. Funds utilized for the expense come from narcotic forfeiture assets. On January 16, 2018, the La Vista City Council adopted the FY18 Police Department Asset Forfeiture Master Plan which detailed proposed FY18 expenditures.

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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF WALL PADDING FROM GREATMATS, MILLTOWN, WI, IN AN AMOUNT NOT TO EXCEED \$5,400.**

**WHEREAS, the City Council of the City of La Vista has determined that improvements to the Police Department Basement for training is necessary; and**

**WHEREAS, the FY18 Asset Forfeiture Master Plan and Forfeiture account provides funding for the proposed purchase; and**

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

**NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of wall padding from Greatmats, Milltown, WI in an amount not to exceed \$5,400.**

**PASSED AND APPROVED THIS 6TH DAY OF FEBRUARY, 2018.**

**CITY OF LA VISTA**

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

**ATTEST:**

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