

# MINUTE RECORD

A-2

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

## LA VISTA CITY COUNCIL MEETING June 7, 2016

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on June 7, 2016. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Hale. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, Police Chief Lausten, Community Development Director Birch, Director of Public Works Soucie, Director of Administrative Services Pokorny, Finance Director Miserez, Library Director Barcal, Recreation Director Stopak and Assistant Public Works Director/City Engineer Kottmann.

A notice of the meeting was given in advance thereof by publication in the Times on May 24, 2016. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

Mayor Kindig called the meeting to order and made the announcements.

### PRESENTATION - KEY TO THE CITY - PETER SMITH

Mayor Kindig led the audience in the Pledge of Allegiance and the National Anthem of the United States and Australia were played. Mr. Peter Smith, an Australian Vietnam Veteran, was in La Vista to participate in the air lift to Washington D.C. to view the Vietnam Memorial. He was presented with a key to the city.

### SERVICE AWARDS - DENNIS IVERSON - 20 YEARS; JEFF THORNBURG - 15 YEARS; TRAVIS FRYE, GARY GIST, TONY WHITE - 5 YEARS

Mayor Kindig presented Service awards to Dennis Iverson for 20 years of service, Jeff Thornburg for 15 years of service, and Travis Frye, Gary Gist, and Tony White for 5 years of service to the City of La Vista.

### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE MAY 17, 2016 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE MAY 12, 2016 LIBRARY ADVISORY BOARD MEETING
4. MONTHLY FINANCIAL REPORT - MARCH 2016
5. REQUEST FOR PAYMENT - ANDERSON EXCAVATING CO. - CONSTRUCTION SERVICES - THOMPSON CREEK CHANNEL REHABILITATION GROUP B - CHANNEL RECONSTRUCTION - \$119,173.80
6. REQUEST FOR PAYMENT - THOMPSON, DREESSEN & DORNER, INC. - PROFESSIONAL SERVICES - LA VISTA CIVIC CENTER PARK - \$22,228.58
7. REQUEST FOR PAYMENT - UPSTREAM WEEDS - PROFESSIONAL SERVICES - STORMWATER OUTREACH - \$1,500.00
8. APPROVAL OF CLAIMS.

529 CSP, payroll	\$100.00
A TO Z DATABASES, phones	\$909.00
AA WHEEL & TRUCK SUPPLY, maint.	\$67.12
ABE'S PORTABLES INC, services	\$95.00
ACTION BATTERIES, supplies	\$94.86
AFL, LLC, apparel	\$55,392.00
AKSARBEN GARAGE DOOR, bld&grnds	\$205.00
ALAMAR UNIFORMS, apparel	\$157.20
ARCMATE MANUFACTURING, supplies	\$161.50

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ASPHALT & CONCRETE MATERIALS, maint.	\$676.27
ATLAS AWNING, services	\$100.00
BARONE SECURITY SYSTEMS, services	\$660.00
BAXTER CHRYSLER DODGE JEEP RAM, maint.	\$260.25
BEACON BUILDING, services	\$5,812.00
BERRY DUNN, services	\$1,750.00
BISHOP BUSINESS, services	\$644.11
BKD LLP, services	\$6,000.00
BLACK HILLS ENERGY, utilities	\$2,399.74
BRYAN HILL ENTERTAINMENT, services	\$375.00
BUILDERS SUPPLY CO, bld&grnds	\$61.45
BURKE, B., travel	\$79.00
CADY-JONES, CHRISTINE, services	\$240.00
CALENTINE, J., travel	\$261.00
CARROT-TOP INDUSTRIES INC, supplies	\$1,292.40
CENTER POINT PUBLISHING, books	\$302.58
CENTURY LINK, phones	\$209.34
CHIEF SCHOOL BUS, services	\$170.00
CHRIS MADDEN, services	\$1,608.13
CHRISTINE HOIT, services	\$560.00
CITY OF OMAHA, services	\$19.80
CITY OF PAPILLION, supplies	\$5,563.33
COCA-COLA BOTTLING CO, supplies	\$835.57
COMP CHOICE INC, services	\$386.00
CONSOLIDATED MGMT, services	\$516.71
CONTINENTAL RESEARCH CORP, supplies	\$625.91
CONTROL MASTERS INC, bld&grnds	\$797.31
COX COMMUNICATIONS, services	\$160.09
CRANE, R., travel	\$261.00
CREDIT MANAGEMENT SVCS, payroll	\$328.20
CULLIGAN OF OMAHA, bld&grnds	\$5.00
D & K PRODUCTS, supplies	\$1,440.65
DATASHIELD CORP, services	\$26.50
DEARBORN NATIONAL LIFE INS CO, services	\$5,424.75
DECOSTA SPORTING GOODS, supplies	\$180.85
DELL MARKETING, services	\$9,192.77
DEMCO INC, supplies	\$100.70
DIAMOND VOGEL PAINTS, bld&grnds	\$136.38
DIGITAL ALLY INC, services	\$160.00
DILLON BROS HARLEY DAVIDSON, maint.	\$521.39
DILLON BROS MOTORSPORTS, services	\$10,800.00
DISPLAY SALES, supplies	\$554.50
DOUGLAS CNTY SHERIFF, services	\$212.50
EDGEWEAR SCREEN PRINTING, apparel	\$1,347.50
EFTPS, payroll	\$143,043.47
EN POINTE TECHNOLOGIES SALES, services	\$240.36
ENTERPRISE LOCKSMITHS INC, bld&grnds	\$16.50
EXCHANGE BANK, services	\$305.79
EXPRESS ENTERPRISES, bld&grnds	\$2,131.48
FASTENAL CO, services	\$65.51
FEDEX KINKO'S, supplies	\$12.15
FEDEX, services	\$22.58
FERGUSON ENTERPRISES, services	\$906.18
FILTER CARE, maint.	\$114.85
FIRST NATIONAL BANK FREMONT, bonds	\$212,583.44
FIRST WIRELESS INC, services	\$406.02
FITZGERALD SCHORR BARMETTLER, services	\$33,156.00

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FLAGSHOOTER INC, services	\$195.46
FOCUS PRINTING, services	\$8,498.65
G I CLEANER & TAILORS, services	\$324.50
GALE, books	\$75.72
GCR TIRES & SERVICE, maint.	\$287.76
GRAINGER, bld&grnds	\$1,235.79
GRAYBAR ELECTRIC CO, bld&grnds	\$215.02
GREENKEEPER CO, supplies	\$1,591.38
H & H CHEVROLET, maint.	\$913.56
HARM'S CONCRETE INC, bld&grnds	\$126.00
HARTS AUTO SUPPLY, maint.	\$176.00
HEARTLAND PAPER, supplies	\$844.00
HEARTLAND TIRES AND TREADS, maint.	\$1,879.20
HEIMES CORP, bld&grnds	\$2,876.00
HELWIG, J., travel	\$39.00
HERITAGE CRYSTAL CLEAN, services	\$86.36
HERTZ EQUIPMENT RENTAL, maint.	\$650.00
HOBBY LOBBY STORES, supplies	\$39.68
HOCKENBERGS, supplies	\$102.03
HOLSTEIN'S HARLEY DAVIDSON, maint.	\$167.66
HOST COFFEE SERVICE, supplies	\$25.75
HURST, J., travel	\$109.08
ICMA, payroll	\$72,888.02
INGRAM LIBRARY SERVICES, books	\$2,525.75
INSIGHT PUBLIC SECTOR, services	\$437.00
IVERSON, D., travel	\$79.00
J & J SMALL ENGINE, services	\$163.40
JEBRO INC, bld&grnds	\$123.00
JOHNSTONE SUPPLY CO, bld&grnds	\$100.79
JONES AUTOMOTIVE INC, maint.	\$208.00
KAPCO-KENT ADHESIVE PROD, supplies	\$57.89
KAUFMAN TRAILERS INC, services	\$6,190.00
KELLY'S CARPET OMAHA, services	\$1,410.61
KIMBALL MIDWEST, maint.	\$211.09
KRAV MAGA WORLDWIDE INC, services	\$750.00
KRIHA FLUID POWER CO, maint.	\$89.92
LANDPORT SYSTEMS INC, services	\$125.00
LANDS' END BUSINESS, apparel	\$1,297.98
LARSEN SUPPLY CO, supplies	\$747.08
LFOP DUES, payroll	\$2,680.00
LIBRARY IDEAS, media	\$2.50
LIFEGUARD STORE INC, supplies	\$129.44
LOGAN CONTRACTORS SUPPLY, maint.	\$84.84
LOGAN SIMPSON DESIGN INC, services	\$5,859.55
LOGO LOGIX EMBROIDERY, services	\$1,676.00
LOWE'S, services	\$5.32
LUEDERS LOCK & KEY, services	\$420.00
LV COMM FOUNDATION, payroll	\$60.00
MARK A KLINKER, services	\$200.00
MATHESON TRI-GAS INC, bld&grnds	\$51.92
MATT PARROTT/STOREY KENWORTHY, services	\$653.31
MATTHEW JOHN GOLTL, services	\$1,048.00
MAX I WALKER UNIFORM, services	\$901.47
MBC CONSTRUCTION, services	\$16,085.87
MENARDS-BELLEVUE, supplies	\$85.39
MENARDS-RALSTON, bld&grnds	\$777.85
MESSERLI & KRAMER, payroll	\$570.04

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METRO COMM COLLEGE, services	\$18,207.55
MICHAEL TODD & CO, maint.	\$5,557.45
MID CON SYSTEMS INC, maint.	\$445.80
MID-AMERICAN BENEFITS, services	\$604.50
MID-IOWA SOLID WASTE EQUIP, maint.	\$463.72
MIDLANDS LIGHTING & ELECTRIC, services	\$69.52
MIDWEST RIGHT OF WAY, services	\$856.38
MIDWEST TAPE, media	\$344.09
MIDWEST TURF & IRRIGATION, bld&grnds	\$13.48
MIRACLE RECREATION EQUIP, maint.	\$576.00
MISEREZ, C., travel	\$298.12
MOBOTREX MOBILITY, supplies	\$1,098.50
MONARCH OIL INC, maint.	\$175.00
MONTPELIER GLOVE & SAFETY, apparel	\$228.25
MSC INDUSTRIAL SUPPLY CO, maint.	\$210.12
MUD, utilities	\$2,136.73
MULHALL'S, services	\$11,989.57
MUNICIPAL PIPE TOOL, maint.	\$1,813.69
NAVARRETE, P., travel	\$79.00
NE BUSINESS ELECTRONICS, services	\$61.00
NE CHILD SUPPORT PAYMENT CTR, payroll	\$1,430.16
NE CODE OFFICIALS ASSN, services	\$300.00
NE DEPT OF ROADS, services	\$5,946.34
NE IOWA INDL FASTENERS, bld&grnds	\$27.67
NE LAW ENFORCEMENT, services	\$200.00
NE NOTARY ASSOCIATION, services	\$204.00
NE STATE INCOME TAX, payroll	\$21,076.66
NOBBIES INC, supplies	\$53.82
NUTS AND BOLTS INC, maint.	\$6.09
OCLC INC, media	\$123.61
OFFICE DEPOT INC, supplies	\$717.24
OLSSON ASSOCIATES, services	\$32,586.77
OMAHA COMPOUND CO, supplies	\$729.75
OMAHA WINDUSTRIAL CO, bld&grnds	\$209.49
OMAHA WINNELSON, services	\$170.10
OMAHA WORLD-HERALD, services	\$525.62
OMNI, maint.	\$250.79
OMNIGRAPHICS INC, books	\$163.70
ONE CALL CONCEPTS, services	\$306.75
OPPD, utilities	\$614.25
O'REILLY AUTO STORES, maint.	\$268.24
ORIENTAL TRADING CO, supplies	\$235.08
PAPILLION TIRE INC, maint.	\$87.67
PAPIO-MO RVR NRD WATERSHED, services	\$5,000.00
PAYFLEX SYSTEMS, services	\$251.55
PAYLESS OFFICE PRODUCTS, supplies	\$214.89
PEPSI COLA CO, supplies	\$970.08
PLAINS EQUIPMENT GROUP, maint.	\$775.81
PLUTA, D., travel	\$79.00
POLICE INSURANCE, payroll	\$523.78
PREMIER-MIDWEST BEVERAGE CO, supplies	\$248.50
QUALITY BRANDS OF OMAHA, supplies	\$257.50
QUALITY BRANDS OF OMAHA, supplies	\$397.05
QUALITY STRUCTURES INC, services	\$3,040.00
RAINBOW GLASS & SUPPLY, maint.	\$169.00
RALSTON ADVERTISING, supplies	\$636.40
READY MIXED CONCRETE CO, maint.	\$220.26



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RECREATION SUPPLY CO, bld&grnds	\$1,634.79
REGAL AWARDS, services	\$58.95
REPUBLIC NAT'L DISTR CO, supplies	\$348.25
RETRIEVEX, services	\$125.61
SARPY COUNTY CHAMBER, services	\$40.00
SARPY COUNTY LANDFILL, services	\$80.50
SARPY COURTHOUSE, services	\$4,100.37
SCARPA, D., travel	\$79.00
SCHOLASTIC BOOK FAIRS, supplies	\$851.56
SEFFRON, R., travel	\$39.00
SEVENER, D., travel	\$79.00
SIGN IT, services	\$1,008.00
SOUCIE, J., travel	\$881.21
SOUTH, R., travel	\$261.00
SPARTAN NASH, supplies	\$10.56
SPRINT, phones	\$119.97
STANDARD HEATING & AIR, bld&grnds	\$453.21
STOLTENBERG NURSERIES, bld&grnds	\$153.50
SUN COUNTRY DISTRIBUTING, services	\$29.82
TED'S MOWER, services	\$209.37
THERMO KING CHRISTENSEN, maint.	\$1,108.45
THOMPSON DREESSEN & DORNER, services	\$14,682.97
TIELKE'S SANDWICHES, supplies	\$16.56
TOMSU, LINDSEY, services	\$34.95
TURFWERKS, bld&grnds	\$816.18
UPS STORE, services	\$1,238.11
USBORNE BOOKS & MORE, books	\$314.03
VAL VERDE ANIMAL HOSPITAL, services	\$31.50
VAN RU CREDIT CORP, payroll	\$82.69
VERIZON WIRELESS, phones	\$257.06
WAL-MART, supplies	\$1,915.61
WAUGH, B., travel	\$261.00
WICK'S STERLING TRUCKS INC, maint.	\$41.53
ZEE MEDICAL SERVICE, supplies	\$243.95

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

## REPORTS FROM CITY ADMINISTRATOR AND STAFF

Police Chief Lausten reported that there were no major incidents during the Salute to Summer Celebration and thanked Captain Waugh for putting the operations plan together. Lausten reported that there were 21 graduates from the Citizen Police Academy.

Director of Public Works Soucie invited Council to the Public Works Open House on Saturday June 11 from 9-1. Soucie also gave an update of construction projects in the City.

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## **B. PUBLIC HEARING – PROPOSED REDEVELOPMENT PROJECTS FOR THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA**

At 7:36 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the proposed redevelopment projects for the 84<sup>th</sup> Street Redevelopment Area. City Attorney McKeon briefed council on the reason for the public hearing and presented slides to show the project.

At 7:38 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Hale. Nays: None. Abstain: None. Absent: Sell. Motion carried.

## **C. PUBLIC HEARING – PROPOSED REDEVELOPMENT PROJECTS FOR THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA (ACTION ON THIS ITEM WILL BE TAKEN BY THE COMMUNITY DEVELOPMENT AGENCY)**

Mayor Kindig stated that action on this item will be taken by the Community Development Agency. At 7:39 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the proposed redevelopment projects for the 84<sup>th</sup> Street Redevelopment Area. City Attorney McKeon commented on this project. Comments were heard from the public regarding the Community Development Agency.

At 7:41 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Hale. Nays: None. Abstain: None. Absent: Sell. Motion carried.

## **D. RESOLUTION – MEMORANDUM OF UNDERSTANDING – 84<sup>TH</sup> STREET ADAPTIVE TRAFFIC SIGNALS**

Councilmember Quick introduced and moved for the adoption of Resolution No. 16-056; A RESOLUTION OF THE CITY OF LA VISTA, APPROVING AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF OMAHA FOR THE DESIGN AND OPERATION OF AN ADAPTIVE SIGNAL CONTROL TECHNOLOGY SYSTEM ON 84<sup>TH</sup> STREET FROM WEST CENTER ROAD IN OMAHA TO LINCOLN ROAD IN PAPILLION FOR AN ESTIMATED LOCAL COST OF \$67,645.

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

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

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

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

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

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

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

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No. 728 -- REDFIELD & COMPANY, INC. OMAHA E131055GLD

## **E. RESOLUTION - ENGINEERING SERVICES CONTRACT - TRAFFIC IMPACT STUDY - NEBRASKA MULTI SPORTS COMPLEX**

Councilmember Hale introduced and moved for the adoption of Resolution No.16-057; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES TO PROVIDE TRAFFIC ENGINEERING SERVICES REGARDING THE PROPOSED NEBRASKA MULTI SPORTS COMPLEX IN AN AMOUNT NOT TO EXCEED \$21,627.42.

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

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

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

Seconded by Councilmember Thomas. Comments were heard from the public regarding the process the City follows when awarding contracts for professional services. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Hale. Nays: None. Abstain: None. Absent: Sell. Motion carried.

## **F. RESOLUTION - EMERGENCY VEHICLE PREEMPT INSTALLATION - AGREEMENT WITH NEBRASKA DEPARTMENT OF ROADS**

Councilmember Quick introduced and moved for the adoption of Resolution No.16-058; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE NEBRASKA DEPARTMENT OF ROADS ALLOWING THE CITY OF LA VISTA TO INSTALL EMERGENCY VEHICLE PREEMPT TRAFFIC SIGNAL EQUIPMENT ON STATE HIGHWAY 85 (84<sup>TH</sup> STREET) IN THE CITY OF LA VISTA.

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

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

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

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

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

## **G. RESOLUTION - AWARD CONTRACT - CLASSIFICATION AND COMPENSATION STUDY**

Councilmember Hale introduced and moved for the adoption of Resolution No.16-059; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AWARDING A CONTRACT TO THE NEBRASKA BUSINESS DEVELOPMENT CENTER (NBDC) AT THE UNIVERSITY OF NEBRASKA OMAHA (UNO) FOR PROFESSIONAL SERVICES RELATED TO THE DEVELOPMENT OF A

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**CLASSIFICATION AND COMPENSATION STUDY IN AN AMOUNT NOT TO EXCEED \$19,975.**

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

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

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

WHEREAS, proposals were received and interviews were conducted; and

WHEREAS, the Director of Administrative Services has reviewed the proposals and recommends that a contract be awarded to Nebraska Business Development Center (NBDC) at the University of Nebraska Omaha (UNO), as the most qualified bidder; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that a contract in a form satisfactory to the City Administrator and City Attorney, be awarded to Nebraska Business Development Center (NBDC) at the University of Nebraska Omaha (UNO), for the development of a Classification and Compensation Study in an amount not to exceed \$19,975.00, and that the Mayor is hereby authorized to execute said contract and the City Clerk is further directed to attest to the same.

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

## **H. RESOLUTION - AUTHORIZATION TO PURCHASE - AUDIO/VISUAL CONNECTION SYSTEM FOR TRAINING ANNEX**

Councilmember Frederick introduced and moved for the adoption of Resolution No.16-060; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF AN AUDIO/VISUAL CONNECTION SYSTEM FROM THEATRICAL MEDIA SERVICES, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$5,475.

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

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

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

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

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

# MINUTE RECORD

June 7, 2016

No. 729 — REFIELD & COMPANY, INC. OMAHA E131055BLD

## **I. RESOLUTION — DECLARE EQUIPMENT SURPLUS**

Councilmember Hale introduced and moved for the adoption of Resolution No.16-061; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA DECLARING PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE.

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

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

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

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

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

## **COMMENTS FROM THE FLOOR**

Citizens spoke regarding their opposition to placing a dog park in the Val Verde Park.

## **COMMENTS FROM MAYOR AND COUNCIL**

Councilmember Sheehan informed Council he sat in on a presentation on human trafficking in which they talked about informing and training hotel managers. Police Chief Lausten advised there is a Governor's task force regarding this topic and the La Vista hotels are informed of the training available. La Vista police are heavily involved behind the scenes.

Councilmember Frederick commended city staff on their work to make the Salute to Summer Festival a great event.

Councilmember Ronan commended the Sports Complex crew for the great work on the Slump Busters tournament.

At 8:19 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Hale. Nays: None. Abstain: None. Absent: Sell. Motion carried.

PASSED AND APPROVED THIS 19TH DAY OF JULY, 2016

CITY OF LA VISTA

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

ATTEST:

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



**CITY OF LA VISTA**  
**8116 PARK VIEW BOULEVARD**  
**LA VISTA, NE 68128**  
**P: (402) 331-4343**



**PLANNING COMMISSION MINUTES**  
**JUNE 2, 2016-7:00 P.M.**

The City of La Vista Planning Commission held a meeting on Thursday, June 2<sup>nd</sup>, in the Harold "Andy" Anderson Council Chamber at La Vista City Hall, 8116 Park View Boulevard. Chairman Gayle Malmquist called the meeting to order at 7:00 p.m. with the following members present: Mike Krzywicki, Gayle Malmquist, John Gahan, Kevin Wetuski, Kathleen Alexander, Jason Dale, and Harold Sargus. Members absent were: Jackie Hill, Mike Circo, and Tom Miller. Also in attendance were Chris Solberg, City Planner; Meghan Engberg, Permit Technician; Ann Birch, Community Development Director; and John Kottmann, City Engineer.

Legal notice of the public meeting and hearing were posted, distributed and published according to Nebraska law. Notice was simultaneously given to all members of the Planning Commission. All proceedings shown were taken while the convened meeting was open to the attendance of the public.

**1. Call to Order**

The meeting was called to order by Chairman Malmquist at 7:00 p.m. Copies of the agenda and staff reports were made available to the public.

**2. Approval of Meeting Minutes – April 21, 2016**

*Krzywicki* moved, seconded by *Alexander*, to approve the April 21<sup>st</sup>, minutes. **Ayes:** *Krzywicki, Alexander, Gahan, Wetuski, Malmquist, and Sargus.* **Nays: None. Abstain:** *Dale.* **Absent:** *Hill, Circo, and Miller.* **Motion Carried. (6-0-1)**

**3. Old Business**

**4. New Business**

***Commission member Krzywicki recused himself from agenda items 4A & 4B due to a conflict of interest.***

**A. Public Hearing for Zoning Map Amendment – City Ventures, LLC**

- i. **Staff Report – Chris Solberg:** Solberg states that La Vista City Centre LLC is proposing a conditional rezoning of Lots 1-7 Brentwood Crossing, Lots 8B, and 8C Brentwood Crossing Replat No. 1, Lots 8A1, 8A2, 8A3, and 8A4 Brentwood Crossing Replat No 2 (proposed lots 1-17 and Outlots A-C of La Vista City Centre) and portions of Tax Lot 12, 14-14-12, to be rezoned from C-1 Shopping Center Commercial District with the Gateway Corridor Overlay District to a Mixed Use City Centre District for the purpose of redevelopment. Staff recommends approval of the rezoning, conditional on the recording of the Final Plat, Subdivision Agreement and Redevelopment Agreement, as the Rezoning request is consistent with the Comprehensive Plan and the Zoning Regulations.

**ii. Public Hearing- Opened by Gayle Malmquist**

Chris Erickson from the development company, City Ventures, also known as La Vista City Centre LLC, came up and spoke. He thanked everyone for their time. He said that this project started for them when they got a hold of the Vision 84 Project. He stated that it's a plan that lines up very closely with what they are trying to accomplish as a development company as far as responsible mixed use development, urban infill focused projects.

They were also at the time able to make some inroads with the current owner, although it did take a pretty substantial amount of negotiation at that time to get this project under contract. They were successful in that effort late last year.

For the last 6 months they have been working on development plans for the city. Erickson said that they have worked very hard to listen to the community through the Vision 84 Plan as they were developing their documents. He feels that their plan aligns pretty well with the Vision 84 Plan and somewhat even inspired by it. He also feels that this is a fiscally responsible project as well because there is a pent up demand that they will fulfill, but it also gives them the ability to build as they sign leases, so it's also a financially sustainable plan.

He then went over the plans with everyone, noting that the images presented were also the same pictures that were in the newspaper. He wants to provide a sense of place for the community with the transition from the park to the site. Erickson talked about them holding their first public meeting last night with the owners who live within 300 feet of the proposed project. He said that there was good dialogue with those who attended, and they are listening to and coming up with solutions for concerns that were voiced. He said that they want to be good neighbors, especially during the construction phase.

Chris Erickson then explained the plans with everyone and what would be built where and changes to the entrance. He discussed the existing tenants that are there. He said that they have had extensive talks with First National Bank, but at this point they have not negotiated or created a successful relocation of their site. It is something that they hope to get done.

Erickson then talked about the existing Chili's and how the new road will split those two lots, so it will not impact either one of those buildings. They have had pretty extensive talks with both the operating tenant and the building owner of Chili's. City Ventures, with this purchase agreement, will have ownership of the land underneath the existing building. The Chili's will likely stay for a period of time, as well as the existing McDonald's and Car Wash.

No one from the public came forward to speak during the public hearing.

**Malmquist closed the Public Hearing.**

- iii. Recommendation:** Sargus moved, seconded by Wetuski to approve the rezoning, conditional on the recording of the Final Plat, Subdivision Agreement and Redevelopment Agreement, as the Rezoning request is consistent with the Comprehensive Plan and the Zoning Ordinance. **Ayes: Alexander, Gahan,**

*Wetuski, Malmquist, and Sargus. Nays: None. Abstain: None. Absent: Hill, Circo, and Miller. Motion Carried. (6-0)*

**B. Preliminary Plat – La Vista City Centre – City Ventures, LLC**

- i. **Staff Report – Chris Solberg:** Solberg states that the applicant, City Ventures LLC, is requesting a Preliminary Plat for a replat of Lots 1-7 Brentwood Crossing, Lots 8B and 8C Brentwood Crossing Replat No. 1, Lots 8A1-8A4 Brentwood Crossing Replat No. 2, and portions of Tax Lot 12, 14-14-12 into Lots 1-17 and Outlots A-C of La Vista City Centre.

In order to complete this replatting process, the applicant needs to request a waiver of Section 4.24 of the Subdivision Regulations to reduce the minimum horizontal centerline radii for local streets from 200 feet to 100 feet. This waiver request was submitted through their response letter received by the City on April 26, 2016. A copy of the letter has been attached for review.

Staff's recommendation on the waiver of Section 4.24 of the Subdivision Regulations is to recommend approval of the waiver as it is needed to meet the design for a City Centre district portrayed within the Vision 84 Plan.

Staff's recommendation on the Preliminary Plat is approval of La Vista Centre Preliminary Plat contingent upon approval of the waiver request as the replatting of the lots is consistent with the Comprehensive Plan and the Subdivision Regulations.

ii. **Public Hearing – opened by Gayle Malmquist**

Chris Erickson came up and spoke in regards to the waiver. He displayed the map and showed what turning radii and curbs would be affected. He feels that this will be safer and slow down traffic for the pedestrian nature of the center. This is also to turn your eye to the different elements that they're trying to create to make this a place that is very different than anywhere else that exists in this market. He then showed what curves the waivers are for.

Sargus asked for clarification on Section 4.24, as the part he read was talking about pavement thickness and not curb radius.

Erickson said that they are seeking a waiver on the curb radius.

Malmquist asked if there was any issue with public safety.

Erickson said that he didn't feel like there is.

Kottmann said Section 4.24 has a couple of items in there. One of them is the centerline horizontal curve radius regulations that specify a 200' minimum. That section also talks about pavement thickness. The final pavement thickness hasn't been totally finalized, so that may or may not be a waiver item at a future point. The 100' radius proposed is consistent with the Nebraska Board of Classifications that allows a 100' minimum radius in urban situations at low speeds, which is our situation here.



Erickson said that the intention is to slow people down, so it makes it a pedestrian focused zone.

**Malmquist closed the Public Hearing.**

- iii. **Recommendation – Request for Waiver: Section 4.24 of the Subdivision Regulations:** Gahan moved, seconded by Alexander for approval of the request for the waiver of Section 4.24 of the Subdivision Regulations as flexibility in the horizontal centerline radii is needed to meet the design for a City Centre district portrayed within the Vision 84 Plan. **Ayes: Alexander, Gahan, Wetuski, Malmquist, and Sargus. Nays: None. Abstain: None. Absent: Hill, Circo, and Miller. Motion Carried. (6-0)**
- iv. **Recommendation – Preliminary Plat:** Gahan moved, seconded by Sargus for approval of the La Vista City Centre Preliminary Plat contingent upon approval of the waiver request as the replatting request is consistent with the Comprehensive Plan and the Subdivision Regulations. **Ayes: Alexander, Gahan, Wetuski, Malmquist, and Sargus. Nays: None. Abstain: None. Absent: Hill, Circo, and Miller. Motion Carried. (6-0)**

**5. Comments from the Floor**

None.

**6. Comments from Planning Commission**

None.

**7. Comments from Staff**

Solberg introduced the new intern, Josh Charvat to everyone.

**8. Adjournment**

Meeting adjourned by Malmquist.

Reviewed by Planning Commission:

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Planning Commission Secretary

\_\_\_\_\_  
Planning Commission Chairperson

\_\_\_\_\_  
Approval Date

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CITY OF LA VISTA  
8116 PARK VIEW BOULEVARD  
LA VISTA, NE 68128  
P: (402) 331-4343

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PLANNING COMMISSION MINUTES  
JUNE 16, 2016-7:00 P.M.

The City of La Vista Planning Commission held a meeting on Thursday, June 16th, in the Harold "Andy" Anderson Council Chamber at La Vista City Hall, 8116 Park View Boulevard. Chairman Gayle Malmquist called the meeting to order at 7:00 p.m. with the following members present: Mike Krzywicki, Gayle Malmquist, John Gahan, Tom Miller, Harold Sargus, and Jackie Hill. Members absent were: Kathleen Alexander, Kevin Wetuski, Mike Circo and Jason Dale. Also in attendance were Chris Solberg, City Planner; Meghan Engberg, Permit Technician; Ann Birch, Community Development Director; and John Kottmann, City Engineer.

Legal notice of the public meeting and hearing were posted, distributed and published according to Nebraska law. Notice was simultaneously given to all members of the Planning Commission. All proceedings shown were taken while the convened meeting was open to the attendance of the public.

**1. Call to Order**

The meeting was called to order by Chairman Malmquist at 7:00 p.m. Copies of the agenda and staff reports were made available to the public.

**2. Approval of Meeting Minutes – June 2, 2016**

Gahan moved, seconded by Sargus to approve the June 2nd minutes. **Ayes: Krzywicki, Malmquist, Gahan, and Sargus. Nays: None. Abstain: Hill and Miller. Absent: Dale, Alexander, Wetuski, and Circo. Motion Carried. (4-0-2)**

**3. Old Business**

**4. New Business**

*Commission member Krzywicki recused himself from agenda item 4A due to a conflict of interest.*

**A. Final Plat – La Vista City Centre – City Ventures, LLC**

- i. **Staff Report – Chris Solberg:** Solberg stated that the applicant, La Vista City Centre LLC, is requesting a final plat for Lots 1-7 Brentwood Crossing, 8B and 8C Brentwood Crossing Replat No 1, Lots 8A1, 8A2, 8A3, and 8A4 Brentwood Crossing Replat No 2, and portions of Tax Lot 12 14-14-12. Staff recommends approval of La Vista City Centre Final Plat as the request is consistent with the Comprehensive Plan and the Subdivision Regulations, contingent on the following: City Council approval of the waiver of Section 4.24 of the Subdivision Regulations regarding minimum horizontal centerline radii for local streets from 200 to 100 feet; City Council approval of the conditional rezoning; and all items noted above under Review Comments.

- ii. **Public Hearing- Opened by Gayle Malmquist**

Chris Erickson from La Vista City Centre LLC, also the developer for City Ventures LLC came up to speak on behalf of the project. He mentioned that he did go over the project pretty extensively at the last meeting, but was there to answer questions.

Hill asked about item number 3, under Traffic and Access, in regards to the traffic light timing on 84<sup>th</sup> Street. She asked who is going to be monitoring that.

Kottmann said that the Department of Roads is the owner and operator of 84<sup>th</sup> Street, however, we in conjunction with the City of Omaha as part of an upcoming adaptive signal control project will be installing an upgraded traffic signal system that tries to do coordination from Center Street down to Lincoln Road in Papillion. That system will actually end up being operated by the City of Omaha with input from the participating organizations along the way, so it's a multi-agency effort to keep traffic moving on 84<sup>th</sup> Street.

Hill then asked about section 4, item 5, in regards to easements. It states, "Existing easements will need to be released. The replatting process does not extinguish existing easement rights. The release of these easements needs to be completed prior to the recording of the Final Plat." She wanted to know if it was our intent to release these rights.

Malmquist said upon approval of the Final Plat.

Solberg said that there are a number of easements that are sort of being rearranged. There is a sewer easement that's heading due north, from the south that is being rerouted from the lot line to the east and then back north.

Kottmann said that the best example is the existing public water main through the site behind the Walmart buildings. There will be intentional effort to abandon these utilities and then release the easement rights and grant new easement rights. It's just pointing out that the replatting doesn't make it all disappear.

Erickson then said that a lot of the new road network will contain a lot of the new utilities that they are proposing to dedicate as right of ways.

Hill then asked if everyone was on board with that.

Erickson said that it was his understanding that they are.

Hill brought up item number 6 under Staff Recommendation and said that we indicated the City Council approval of the waiver of Section 4.24 of the Subdivision Regulations regarding minimum horizontal centerline radii for local streets from 200 to 100 feet. She said that we addressed the issue with local streets, but wanted to know about minor streets.

Kottmann said in this application, he took it to mean both.

Erickson then brought up the site plan to show where they were talking about.

**Malmquist closed the Public Hearing.**

- iii. Recommendation:** Gahan moved, seconded by Sargus for approval of La Vista City Centre Final Plat as the request is consistent with the Comprehensive Plan and the Subdivision Regulations, contingent on the following: City Council approval of the waiver of Section 4.24 of the Subdivision Regulations regarding minimum horizontal centerline radii for local streets from 200 to 100 feet; City Council approval of the conditional rezoning; and all items noted above under Review Comments. **Ayes: Miller, Malmquist, Gahan, Hill and Sargus. Nays: None. Abstain: None. Absent: Dale, Alexander, Wetuski, and Circo. Motion Carried. (5-0)**

**B. Public Hearing for Conditional Use Permit – Stepper–ette Studios, Inc.**

- i. Staff Report – Chris Solberg:** Solberg states that Stepper–ette Studios, Inc. is requesting a Conditional Use Permit to allow the applicant to operate an indoor recreational facility primarily intended to accommodate a dance studio and their related incidental uses. Staff recommends approval of the Conditional Use Permit as the CUP request is consistent with the Comprehensive Plan and the Zoning Ordinance.

**ii. Public Hearing – opened by Gayle Malmquist**

Jason Thiellen from E & A Consulting Group came up to speak on behalf of the applicant. He mentioned that Stepper–ettes is a business that has been in La Vista for 43 years, currently on 109<sup>th</sup> and Harrison and have outgrown their space. They have found a 3.5 acre lot off of 118<sup>th</sup> and Peel Circle and are proposing to build a new facility there. The building will be around 14,000 square feet. The area is zoned Light Industrial, but they will need a Conditional Use Permit for this use. The new building will have a maximum occupancy of 400 people and are providing 138 parking spaces. They have also been presented with other conditions and have accepted those conditions. He then welcomed any questions.

Hill asked about the changes that were submitted and what those changes were.

Thiellen said that it was changes to the parking plan.

Miller asked if their recitals are held in a larger arena or at the facility.

Thiellen said that they are held at a different facility.

Hill asked them to verify that they do not plan on exceeding the maximum occupancy.

Thiellen said that they do not.

**Malmquist closed the Public Hearing.**

- iii. **Recommendation:** Krzywicki moved, seconded by Miller to approve the Conditional Use Permit as the CUP request is consistent with the Comprehensive Plan and the Zoning Ordinance. **Ayes: Miller, Malmquist, Gahan, Hill, Krzywicki, and Sargus. Nays: None. Abstain: None. Absent: Dale, Alexander, Wetuski, and Circo. Motion Carried. (6-0)**

**5. Comments from the Floor**

None.

**6. Comments from Planning Commission**

Hill mentioned that there were some things that she learned at the NPZA conference in regards to Open Meetings that she felt would be beneficial to the meetings. She said that she has some notes that she could bring in and talk about at a later meeting.

Malmquist told her to talk to Chris, but that she felt that we were in compliance with all of the Open Meeting laws.

Solberg said that he could take the notes and take a look at them.

**7. Comments from Staff**

Birch mentioned sending out notifications in regards to the Taste of La Vista.

Solberg said that as soon as there are more details and a set date, they will send out notifications. They are hoping to be able to have a draft set of goals and policies for the Comprehensive Plan at this event.

Krzywicki asked if there were any tentative dates for the opening of Costco and the hotel.

Kottmann said that Costco is adamant that they will be open this fall. Opening date for Comfort Suites is unknown at this time.

**8. Adjournment**

**Meeting adjourned by Malmquist at 7:25**

Reviewed by Planning Commission:

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Planning Commission Secretary

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Planning Commission Chairperson

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Approval Date

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**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the seven months ending April 30, 2016**  
**58% of the Fiscal Year 2016**

	General Fund				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b>REVENUES</b>					
Property Taxes	\$ 5,977,668	\$ 1,889,500	\$ 2,748,495	\$ (3,229,173)	46%
Sales and use taxes	3,108,225	321,963	2,213,169	(895,056)	71%
Payments in Lieu of taxes	275,000	-	-	(275,000)	0%
State revenue	1,461,035	156,584	940,184	(520,851)	64%
Occupation and franchise taxes	1,030,000	165,326	679,805	(350,195)	66%
Hotel Occupation Tax	900,000	68,844	478,811	(421,189)	53%
Licenses and permits	347,800	47,532	306,194	(41,606)	88%
Interest income	11,522	2,421	12,818	1,296	111%
Recreation fees	156,100	8,709	75,645	(80,455)	48%
Special Services	22,500	1,892	14,581	(7,919)	65%
Grant Income	215,917	-	24,089	(191,828)	11%
Other	234,365	15,947	195,065	(39,300)	83%
<b>Total Revenues</b>	<b>13,740,132</b>	<b>2,678,718</b>	<b>7,688,856</b>	<b>(6,051,276)</b>	<b>56%</b>
<b>EXPENDITURES</b>					
Current:					
Administrative Services	590,974	63,543	309,701	(281,273)	52%
Mayor and Council	191,343	4,632	64,867	(126,476)	34%
Boards & Commissions	9,160	380	2,781	(6,379)	30%
Public Buildings & Grounds	510,328	16,864	217,391	(292,937)	43%
Administration	500,043	31,447	256,267	(243,776)	51%
Police and Animal Control	4,346,735	370,149	2,301,357	(2,045,378)	53%
Fire	1,705,949	71,029	948,933	(757,016)	56%
Community Development	598,148	39,567	260,870	(337,278)	44%
Public Works	3,372,972	250,927	1,719,358	(1,653,614)	51%
Recreation	670,345	49,506	296,185	(374,160)	44%
Library	766,945	48,818	384,219	(382,726)	50%
Information Technology	208,485	21,410	124,259	(84,226)	60%
Human Resources	693,497	18,241	307,048	(386,449)	44%
Public Transportation	94,677	6,557	44,513	(50,164)	47%
Capital outlay	493,499	5,774	48,838	(444,661)	10%
<b>Total Expenditures</b>	<b>14,753,100</b>	<b>998,844</b>	<b>7,286,587</b>	<b>(7,466,513)</b>	<b>49%</b>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(1,012,968)</b>	<b>1,679,874</b>	<b>402,269</b>	<b>1,415,237</b>	<b>-40%</b>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (Lottery)	70,663	-	-	(70,663)	0%
Operating transfers out (EDF, OSP, CIP)	(1,265,000)	-	-	1,265,000	0%
Bond/registered warrant proceeds	-	-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<b>(1,194,337)</b>	<b>-</b>	<b>-</b>	<b>1,194,337</b>	<b>0%</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>	<b>\$ (2,207,305)</b>	<b>\$ 1,679,874</b>	<b>\$ 402,269</b>	<b>\$ 2,609,574</b>	<b>-18%</b>



**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the seven months ending April 30, 2016**  
**58% of the Fiscal Year 2016**

	Debt Service Fund				% of budget
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>	<u>Used</u>
<b>REVENUES</b>					
Property Taxes	\$ 1,864,694	\$ 627,897	833,520	\$ (1,031,174)	45%
Sales and use taxes	1,554,113	160,982	1,106,585	(447,528)	71%
Payments in Lieu of taxes	30,000	-	-	(30,000)	0%
Interest income	7,002	97	1,092	(5,910)	16%
Other (Special Assessments; Fire Reimbursmt)	852,796	93,432	309,485	(543,311)	36%
Total Revenues	<u>4,308,605</u>	<u>882,408</u>	<u>2,250,682</u>	<u>(2,057,923)</u>	<u>52%</u>
<b>EXPENDITURES</b>					
Current:					
Administration	90,000	9,096	10,726	(79,274)	12%
Fire Contract Bond	298,677	30,198	178,398	(120,279)	60%
Debt service					
Principal	2,947,400	105,000	1,670,000	(1,277,400)	57%
Interest	871,458	1,444	347,248	(524,210)	40%
Total Expenditures	<u>4,207,535</u>	<u>145,738</u>	<u>2,206,372</u>	<u>(2,001,163)</u>	<u>52%</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>101,070</u>	<u>736,670</u>	<u>44,310</u>	<u>(56,760)</u>	<u>44%</u>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (Lottery Bond)	339,145	-	-	(339,145)	0%
Operating transfers out (CIP)	(12,333,489)	-	-	12,333,489	0%
Bond/registered warrant proceeds	11,500,000	-	-	(11,500,000)	0%
Total other Financing Sources (Uses)	<u>(494,344)</u>	<u>-</u>	<u>-</u>	<u>494,344</u>	<u>0%</u>
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	<u>\$ (393,274)</u>	<u>\$ 736,670</u>	<u>\$ 44,310</u>	<u>\$ 437,584</u>	<u>-11%</u>

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the seven months ending April 30, 2016**  
**58% of the Fiscal Year 2016**

	Capital Fund				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>	<u>% of budget Used</u>
<b><u>REVENUES</u></b>					
Interest income	\$ -	\$ -	\$ 4	\$ 4	0%
Grant Income	1,061,000	52,267	478,770	(582,230)	45%
Interagency	926,100	-	9,840	(916,260)	1%
<b>Total Revenues</b>	<b>1,987,100</b>	<b>52,267</b>	<b>488,614</b>	<b>(1,498,486)</b>	<b>25%</b>
<b><u>EXPENDITURES</u></b>					
Current:					
Capital outlay	30,847,780	140,717	680,149	(30,167,631)	2%
<b>Total Expenditures</b>	<b>30,847,780</b>	<b>140,717</b>	<b>680,149</b>	<b>(30,167,631)</b>	<b>2%</b>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(28,860,680)</b>	<b>(88,450)</b>	<b>(191,535)</b>	<b>(28,669,145)</b>	<b>1%</b>
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in	28,860,680	-	-	(28,860,680)	0%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	-	-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<b>28,860,680</b>	<b>-</b>	<b>-</b>	<b>(28,860,680)</b>	<b>0%</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>	<b>\$ -</b>	<b>\$ (88,450)</b>	<b>\$ (191,535)</b>	<b>\$ 191,535</b>	<b>0%</b>

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the seven months ending April 30, 2016**  
**58% of the Fiscal Year 2016**

	Lottery Fund				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b>REVENUES</b>					
Lottery Rev/Community Betterment	\$ 925,000	\$ 76,957	\$ 624,452	\$ (300,548)	68%
Lottery Tax Form 51	350,000	30,783	200,094	(149,906)	57%
Event Revenue	30,500	1,319	5,273	(25,227)	17%
Interest income	2,972	11	1,474	(1,498)	50%
<b>Total Revenues</b>	<b>1,308,472</b>	<b>109,070</b>	<b>831,293</b>	<b>(477,179)</b>	<b>64%</b>
<b>EXPENDITURES</b>					
Current:					
Professional Services	233,261	6,628	104,397	(128,864)	45%
Salute to Summer	22,535	1,660	4,246	(18,289)	19%
50th Year Celebration	-	-	487	487	0%
Community Events	9,290	13	7,318	(1,972)	79%
Events - Marketing	22,600	683	1,988	(20,612)	9%
Recreation Events	10,000	-	-	(10,000)	0%
Concert & Movie Nights	9,800	-	-	(9,800)	0%
Travel & Training	13,420	243	243	(13,177)	2%
State Taxes	350,000	30,783	200,094	(149,906)	57%
Other	-	-	-	-	0%
Capital outlay	14,000	-	13,776	(224)	98%
<b>Total Expenditures</b>	<b>684,906</b>	<b>40,010</b>	<b>332,549</b>	<b>(352,357)</b>	<b>49%</b>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>623,566</b>	<b>69,060</b>	<b>498,744</b>	<b>124,822</b>	<b>80%</b>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers out	(1,461,999)	-	-	1,461,999	0%
Bond/registered warrant proceeds	-	-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<b>(1,461,999)</b>	<b>-</b>	<b>-</b>	<b>1,461,999</b>	<b>0%</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>	<b>\$ (838,433)</b>	<b>\$ 69,060</b>	<b>\$ 498,744</b>	<b>\$ 1,586,821</b>	<b>-59%</b>

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the seven months ending April 30, 2016**  
**58% of the Fiscal Year 2016**

	Economic Development				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b>REVENUES</b>					
JQH Payment	1,186,573	296,643	889,930	(296,643)	75%
Interest income	266	-	-	(266)	0%
<b>Total Revenues</b>	<u>1,186,839</u>	<u>296,643</u>	<u>889,930</u>	<u>(296,909)</u>	<u>75%</u>
<b>EXPENDITURES</b>					
Current:					
Professional Services	10,000	-	-	-	0%
Debt service: (Warrants)					0%
Principal	685,000	-	685,000	-	100%
Interest	1,311,427	644,788	1,311,427	-	100%
<b>Total Expenditures</b>	<u>2,006,427</u>	<u>644,788</u>	<u>1,996,427</u>	<u>(10,000)</u>	<u>100%</u>
<b>EXCESS OF REVENUES OVER (UNDER)</b>					
<b>EXPENDITURES</b>	<u>(819,588)</u>	<u>(348,145)</u>	<u>(1,106,497)</u>	<u>(286,909)</u>	<u>135%</u>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	600,000	-	-	(600,000)	0%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	-	-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<u>600,000</u>	<u>-</u>	<u>-</u>	<u>(600,000)</u>	<u>0%</u>
<b>EXCESS OF REVENUES AND OTHER FINANCING</b>					
<b>SOURCES OVER (UNDER) EXPENDITURES</b>					
<b>AND OTHER FINANCING USES</b>	<u>\$ (219,588)</u>	<u>\$ (348,145)</u>	<u>\$ (1,106,497)</u>	<u>\$ (886,909)</u>	<u>504%</u>

**CITY OF LAVISTA, NEBRASKA**  
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**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
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	Off Street Parking				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b>REVENUES</b>					
Interest income	45	-	4	(41)	9%
<b>Total Revenues</b>	<u>45</u>	<u>-</u>	<u>4</u>	<u>(41)</u>	<u>9%</u>
<b>EXPENDITURES</b>					
Current:					
General & Administrative	19,467	659	7,997	(11,470)	41%
Professional Services		-			0%
Maintenance	19,500	202	7,160	(12,340)	37%
Debt service: (Warrants)					
Principal	430,000	-	430,000	-	100%
Interest	144,580	-	4,730	(139,850)	3%
<b>Total Expenditures</b>	<u>613,547</u>	<u>861</u>	<u>449,887</u>	<u>(163,660)</u>	<u>73%</u>
<b>EXCESS OF REVENUES OVER (UNDER)</b>					
<b>EXPENDITURES</b>	<u>(613,502)</u>	<u>(861)</u>	<u>(449,883)</u>	<u>163,619</u>	<u>73%</u>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	615,000		-	(615,000)	0%
Operating transfers out					0%
Bond/registered warrant proceeds		-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<u>615,000</u>	<u>-</u>	<u>-</u>	<u>(615,000)</u>	<u>0%</u>
<b>EXCESS OF REVENUES AND OTHER FINANCING</b>					
<b>SOURCES OVER (UNDER) EXPENDITURES</b>					
<b>AND OTHER FINANCING USES</b>	\$ <u>1,498</u>	\$ <u>(861)</u>	\$ <u>(449,883)</u>	\$ <u>(451,381)</u>	<u>-30032%</u>

**CITY OF LAVISTA, NEBRASKA**  
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**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
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**58% of the Fiscal Year 2016**

	Redevelopment Fund				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b>REVENUES</b>					
Sales and use taxes	1,554,113	160,982	1,106,585	(447,528)	71%
Interest income	3,583	332	2,239	(1,344)	62%
<b>Total Revenues</b>	<u>1,557,696</u>	<u>161,314</u>	<u>1,108,824</u>	<u>(448,872)</u>	<u>71%</u>
<b>EXPENDITURES</b>					
Current:					
Community Development	30,000	-	-	(30,000)	0%
Professional Services	150,000	9,801	20,224	(129,776)	13%
Financial / Legal Fees	50,000	-	-	(50,000)	0%
Debt service: (Warrants)					
Principal	-	-	-	-	0%
Interest	307,500	-	-	(307,500)	0%
<b>Total Expenditures</b>	<u>537,500</u>	<u>9,801</u>	<u>20,224</u>	<u>(517,276)</u>	<u>4%</u>
<b>EXCESS OF REVENUES OVER (UNDER)</b>					
<b>EXPENDITURES</b>	<u>1,020,196</u>	<u>151,513</u>	<u>1,088,600</u>	<u>68,404</u>	<u>107%</u>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in			-	-	0%
Operating transfers out	(15,550,000)		-	15,550,000	0%
Bond/registered warrant proceeds	15,000,000	-	-	(15,000,000)	0%
<b>Total other Financing Sources (Uses)</b>	<u>(550,000)</u>	<u>-</u>	<u>-</u>	<u>550,000</u>	<u>0%</u>
<b>EXCESS OF REVENUES AND OTHER FINANCING</b>					
<b>SOURCES OVER (UNDER) EXPENDITURES</b>					
<b>AND OTHER FINANCING USES</b>	\$ <u>470,196</u>	\$ <u>151,513</u>	\$ <u>1,088,600</u>	\$ <u>618,404</u>	<u>232%</u>

**CITY OF LAVISTA, NEBRASKA**  
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**AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS**  
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58% of the Fiscal Year 2016

	Sewer Fund				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>(Under) Budget</u>	<u>% of Budget Used</u>
<b>REVENUES</b>					
User fees	\$ 3,629,271	\$ 250,198	1,657,132	\$ (1,972,139)	46%
Service charge and hook-up fees	200,000	39,363	260,721	60,721	130%
Grant Income	22,918	-	22,918	-	100%
Miscellaneous	450	43	213	(237)	47%
<b>Total Revenues</b>	<b>3,852,639</b>	<b>289,604</b>	<b>1,940,984</b>	<b>(1,911,655)</b>	<b>50%</b>
<b>EXPENDITURES</b>					
General & Administrative	533,968	38,664	272,077	(261,891)	51%
Maintenance	2,854,687	36,183	1,064,453	(1,790,234)	37%
Storm Water Grant	27,502	3,570	8,356	(19,146)	30%
Capital Outlay	405,300	-	5,471	(399,829)	1%
<b>Total Expenditures</b>	<b>3,821,457</b>	<b>78,417</b>	<b>1,350,357</b>	<b>(2,471,100)</b>	<b>35%</b>
<b>OPERATING INCOME (LOSS)</b>	<b>31,182</b>	<b>211,187</b>	<b>590,627</b>	<b>559,445</b>	<b>1894%</b>
<b>NON-OPERATING REVENUE (EXPENSE)</b>					
Interest income	3,311	-	591	(2,720)	18%
	3,311	-	591	(2,720)	18%
<b>INCOME (LOSS) BEFORE OPERATING TRANSFERS</b>	<b>34,493</b>	<b>211,187</b>	<b>591,218</b>	<b>556,725</b>	<b>1714%</b>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers out (CIP)	(50,000)	-	-	50,000	0%
<b>NET INCOME (LOSS)</b>	<b>\$ (15,507)</b>	<b>\$ 211,187</b>	<b>\$ 591,218</b>	<b>\$ 606,725</b>	<b>-3813%</b>

**CITY OF LAVISTA, NEBRASKA**  
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**AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS**  
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**58% of the Fiscal Year 2016**

	Golf Course Fund				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>(Under) Budget</u>	<u>% of Budget Used</u>
<b>REVENUES</b>					
Greens Fees	\$ 138,000	\$ 17,327	\$ 43,857	\$ (94,143)	32%
Carts	50,000	3,142	10,161	(39,839)	20%
Concessions	33,500	2,290	7,704	(25,796)	23%
<b>Total Golf Proceeds</b>	<b>221,500</b>	<b>22,759</b>	<b>61,722</b>	<b>(159,778)</b>	<b>28%</b>
Pro-Shop Merchandise	4,750	318	1,354	(3,396)	29%
Fee Income	200	20	114	(86)	57%
Miscellaneous	100	(2)	4	(96)	4%
<b>Total Other Revenue</b>	<b>5,050</b>	<b>336</b>	<b>1,472</b>	<b>(3,578)</b>	<b>29%</b>
<b>Total Revenue</b>	<b>226,550</b>	<b>23,095</b>	<b>63,194</b>	<b>(163,356)</b>	<b>28%</b>
<b>EXPENDITURES</b>					
General & Administrative	156,591	11,204	62,177	(94,414)	40%
Cost of merchandise sold	18,664	2,687	8,835	(9,829)	47%
Maintenance	160,288	7,845	54,870	(105,418)	34%
Capital Outlay	22,000	-	21,500	(500)	98%
<b>Total Expenditures</b>	<b>357,543</b>	<b>21,736</b>	<b>147,382</b>	<b>(210,161)</b>	<b>41%</b>
<b>OPERATING INCOME (LOSS)</b>	<b>(130,993)</b>	<b>1,359</b>	<b>(84,188)</b>	<b>46,805</b>	<b>64%</b>
<b>NON-OPERATING REVENUE (EXPENSE)</b>					
Interest income	503	18	154	(349)	31%
	503	18	154	(349)	31%
<b>INCOME (LOSS) BEFORE OPERATING TRANSFERS</b>	<b>(130,490)</b>	<b>1,377</b>	<b>(84,034)</b>	<b>46,456</b>	<b>64%</b>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (Lottery)	125,000	-	-	(125,000)	0%
<b>NET INCOME (LOSS)</b>	<b>\$ (5,490)</b>	<b>\$ 1,377</b>	<b>\$ (84,034)</b>	<b>\$ 78,544</b>	<b>1531%</b>



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**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the eight months ending May 31, 2016**  
**67% of the Fiscal Year 2016**

	General Fund				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b>REVENUES</b>					
Property Taxes	\$ 5,977,668	\$ 648,471	\$ 3,396,966	\$ (2,580,702)	57%
Sales and use taxes	3,108,225	419,162	2,632,330	(475,895)	85%
Payments in Lieu of taxes	275,000	240,990	240,990	(34,010)	88%
State revenue	1,461,035	116,232	1,056,416	(404,619)	72%
Occupation and franchise taxes	1,030,000	72,532	752,336	(277,664)	73%
Hotel Occupation Tax	900,000	90,311	569,122	(330,878)	63%
Licenses and permits	347,800	15,769	321,962	(25,838)	93%
Interest income	11,522	1,130	13,947	2,425	121%
Recreation fees	156,100	10,242	85,887	(70,213)	55%
Special Services	22,500	1,670	16,251	(6,249)	72%
Grant Income	215,917	7,271	31,361	(184,556)	15%
Other	234,365	5,616	200,681	(33,684)	86%
<b>Total Revenues</b>	<b>13,740,132</b>	<b>1,629,396</b>	<b>9,318,249</b>	<b>(4,421,883)</b>	<b>68%</b>
<b>EXPENDITURES</b>					
Current:					
Administrative Services	590,974	43,014	352,715	(238,259)	60%
Mayor and Council	191,343	6,892	71,759	(119,584)	38%
Boards & Commissions	9,160	1,067	3,848	(5,312)	42%
Public Buildings & Grounds	510,328	35,072	252,464	(257,864)	49%
Administration	500,043	38,546	294,813	(205,230)	59%
Police and Animal Control	4,346,735	286,457	2,587,814	(1,758,921)	60%
Fire	1,705,949	136,508	1,085,441	(620,508)	64%
Community Development	598,148	34,880	295,750	(302,398)	49%
Public Works	3,372,972	227,757	1,947,115	(1,425,857)	58%
Recreation	670,345	41,854	338,039	(332,306)	50%
Library	766,945	57,133	441,352	(325,593)	58%
Information Technology	208,485	6,126	130,385	(78,100)	63%
Human Resources	693,497	23,397	331,733	(361,764)	48%
Public Transportation	94,677	7,191	51,704	(42,973)	55%
Capital outlay	493,499	71,177	120,016	(373,483)	24%
<b>Total Expenditures</b>	<b>14,753,100</b>	<b>1,017,071</b>	<b>8,304,948</b>	<b>(6,448,152)</b>	<b>56%</b>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(1,012,968)</b>	<b>612,325</b>	<b>1,013,301</b>	<b>2,026,269</b>	<b>-100%</b>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (Lottery)	70,663	-	-	(70,663)	0%
Operating transfers out (EDF, OSP, CIP)	(1,265,000)	-	-	1,265,000	0%
Bond/registered warrant proceeds	-	-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<b>(1,194,337)</b>	<b>-</b>	<b>-</b>	<b>1,194,337</b>	<b>0%</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>	<b>\$ (2,207,305)</b>	<b>\$ 612,325</b>	<b>\$ 1,013,301</b>	<b>\$ 3,220,606</b>	<b>-46%</b>

**CITY OF LAVISTA, NEBRASKA**  
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**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the eight months ending May 31, 2016**  
**67% of the Fiscal Year 2016**

	Debt Service Fund				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>	<u>% of budget Used</u>
<b>REVENUES</b>					
Property Taxes	\$ 1,864,694	\$ 207,402	1,040,923	\$ (823,771)	56%
Sales and use taxes	1,554,113	209,581	1,316,166	(237,947)	85%
Payments in Lieu of taxes	30,000	82,289	82,289	52,289	274%
Interest income	7,002	4	1,096	(5,906)	16%
Other (Special Assessments; Fire Reimbursmt)	852,796	121,494	430,979	(421,817)	51%
<b>Total Revenues</b>	<b>4,308,605</b>	<b>620,770</b>	<b>2,871,453</b>	<b>(1,437,152)</b>	<b>67%</b>
<b>EXPENDITURES</b>					
Current:					
Administration	90,000	2,827	13,552	(76,448)	15%
Fire Contract Bond	298,677	24,700	203,098	(95,579)	68%
Debt service					
Principal	2,947,400	-	1,670,000	(1,277,400)	57%
Interest	871,458	16,868	364,115	(507,343)	42%
<b>Total Expenditures</b>	<b>4,207,535</b>	<b>44,395</b>	<b>2,250,765</b>	<b>(1,956,770)</b>	<b>53%</b>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>101,070</b>	<b>576,375</b>	<b>620,688</b>	<b>519,618</b>	<b>614%</b>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (Lottery Bond)	339,145	-	-	(339,145)	0%
Operating transfers out (CIP)	(12,333,489)	-	-	12,333,489	0%
Bond/registered warrant proceeds	11,500,000	-	-	(11,500,000)	0%
<b>Total other Financing Sources (Uses)</b>	<b>(494,344)</b>	<b>-</b>	<b>-</b>	<b>494,344</b>	<b>0%</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>	<b>\$ (393,274)</b>	<b>\$ 576,375</b>	<b>\$ 620,688</b>	<b>\$ 1,013,962</b>	<b>-158%</b>

**CITY OF LAVISTA, NEBRASKA**  
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**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the eight months ending May 31, 2016**  
**67% of the Fiscal Year 2016**

	Capital Fund				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>	<u>% of budget Used</u>
<b>REVENUES</b>					
Interest income	\$ -	\$ -	\$ 4	\$ 4	0%
Grant Income	1,061,000	-	478,770	(582,230)	45%
Interagency	926,100	-	9,840	(916,260)	1%
Total Revenues	1,987,100	-	488,614	(1,498,486)	25%
<b>EXPENDITURES</b>					
Current:					
Capital outlay	30,847,780	89,394	769,543	(30,078,237)	2%
Total Expenditures	30,847,780	89,394	769,543	(30,078,237)	2%
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>					
	(28,860,680)	(89,394)	(280,929)	(28,579,751)	1%
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	28,860,680	-	-	(28,860,680)	0%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	-	-	-	-	0%
Total other Financing Sources (Uses)	28,860,680	-	-	(28,860,680)	0%
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>					
	\$ -	\$ (89,394)	\$ (280,929)	\$ 280,929	0%

**CITY OF LAVISTA, NEBRASKA**  
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**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
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**67% of the Fiscal Year 2016**

	Lottery Fund				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b>REVENUES</b>					
Lottery Rev/Community Betterment	\$ 925,000	\$ 89,620	\$ 714,072	\$ (210,928)	77%
Lottery Tax Form 51	350,000	35,605	235,699	(114,301)	67%
Event Revenue	30,500	2,900	8,174	(22,326)	27%
Interest income	2,972	9	1,483	(1,489)	50%
<b>Total Revenues</b>	<b>1,308,472</b>	<b>128,134</b>	<b>959,428</b>	<b>(349,044)</b>	<b>73%</b>
<b>EXPENDITURES</b>					
Current:					
Professional Services	233,261	23,767	128,164	(105,097)	55%
Salute to Summer	22,535	15,378	19,623	(2,912)	87%
50th Year Celebration	-	32	519	519	0%
Community Events	9,290	124	7,442	(1,848)	80%
Events - Marketing	22,600	6,385	8,373	(14,227)	37%
Recreation Events	10,000	-	-	(10,000)	0%
Concert & Movie Nights	9,800	958	958	(8,842)	10%
Travel & Training	13,420	2,281	2,524	(10,896)	19%
State Taxes	350,000	35,605	235,699	(114,301)	67%
Other	-	-	-	-	0%
Capital outlay	14,000	-	13,776	(224)	98%
<b>Total Expenditures</b>	<b>684,906</b>	<b>84,530</b>	<b>417,078</b>	<b>(267,828)</b>	<b>61%</b>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>623,566</b>	<b>43,604</b>	<b>542,350</b>	<b>81,216</b>	<b>87%</b>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers out	(1,461,999)	-	-	1,461,999	0%
Bond/registered warrant proceeds	-	-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<b>(1,461,999)</b>	<b>-</b>	<b>-</b>	<b>1,461,999</b>	<b>0%</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>	<b>\$ (838,433)</b>	<b>\$ 43,604</b>	<b>\$ 542,350</b>	<b>\$ 1,543,215</b>	<b>-65%</b>

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the eight months ending May 31, 2016**  
**67% of the Fiscal Year 2016**

	Economic Development				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b>REVENUES</b>					
JQH Payment	1,186,573		889,930	(296,643)	75%
Interest income	266	-	-	(266)	0%
<b>Total Revenues</b>	<u>1,186,839</u>	<u>-</u>	<u>889,930</u>	<u>(296,909)</u>	<u>75%</u>
<b>EXPENDITURES</b>					
Current:					
Professional Services	10,000	-	-	-	0%
Debt service: (Warrants)					0%
Principal	685,000	-	685,000	-	100%
Interest	1,311,427		1,311,427	-	100%
<b>Total Expenditures</b>	<u>2,006,427</u>	<u>-</u>	<u>1,996,427</u>	<u>(10,000)</u>	<u>100%</u>
<b>EXCESS OF REVENUES OVER (UNDER)</b>					
<b>EXPENDITURES</b>	<u>(819,588)</u>	<u>-</u>	<u>(1,106,497)</u>	<u>(286,909)</u>	<u>135%</u>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	600,000	-	-	(600,000)	0%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds		-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<u>600,000</u>	<u>-</u>	<u>-</u>	<u>(600,000)</u>	<u>0%</u>
<b>EXCESS OF REVENUES AND OTHER FINANCING</b>					
<b>SOURCES OVER (UNDER) EXPENDITURES</b>					
<b>AND OTHER FINANCING USES</b>	<u>\$ (219,588)</u>	<u>\$ -</u>	<u>\$ (1,106,497)</u>	<u>\$ (886,909)</u>	<u>504%</u>

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the eight months ending May 31, 2016**  
**67% of the Fiscal Year 2016**

	Off Street Parking				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b>REVENUES</b>					
Interest income	45	-	4	(41)	9%
<b>Total Revenues</b>	<u>45</u>	<u>-</u>	<u>4</u>	<u>(41)</u>	<u>9%</u>
<b>EXPENDITURES</b>					
Current:					
General & Administrative	19,467	923	8,920	(10,547)	46%
Professional Services		-			0%
Maintenance	19,500	61	7,221	(12,279)	37%
Debt service: (Warrants)					
Principal	430,000	-	430,000	-	100%
Interest	144,580	-	4,730	(139,850)	3%
<b>Total Expenditures</b>	<u>613,547</u>	<u>984</u>	<u>450,871</u>	<u>(162,676)</u>	<u>73%</u>
<b>EXCESS OF REVENUES OVER (UNDER)</b>					
<b>EXPENDITURES</b>	<u>(613,502)</u>	<u>(984)</u>	<u>(450,867)</u>	<u>162,635</u>	<u>73%</u>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	615,000		-	(615,000)	0%
Operating transfers out					0%
Bond/registered warrant proceeds		-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<u>615,000</u>	<u>-</u>	<u>-</u>	<u>(615,000)</u>	<u>0%</u>
<b>EXCESS OF REVENUES AND OTHER FINANCING</b>					
<b>SOURCES OVER (UNDER) EXPENDITURES</b>					
<b>AND OTHER FINANCING USES</b>	\$ <u>1,498</u>	\$ <u>(984)</u>	\$ <u>(450,867)</u>	\$ <u>(452,365)</u>	<u>-30098%</u>

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the eight months ending May 31, 2016**  
**67% of the Fiscal Year 2016**

	Redevelopment Fund				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b>REVENUES</b>					
Sales and use taxes	1,554,113	209,581	1,316,166	(237,947)	85%
Interest income	3,583	-	2,239	(1,344)	62%
<b>Total Revenues</b>	<u>1,557,696</u>	<u>209,581</u>	<u>1,318,405</u>	<u>(239,291)</u>	<u>85%</u>
<b>EXPENDITURES</b>					
Current:					
Community Development	30,000	-	-	(30,000)	0%
Professional Services	150,000	26,070	46,294	(103,706)	31%
Financial / Legal Fees	50,000	-	-	(50,000)	0%
Debt service: (Warrants)					
Principal	-	-	-	-	0%
Interest	307,500	-	-	(307,500)	0%
<b>Total Expenditures</b>	<u>537,500</u>	<u>26,070</u>	<u>46,294</u>	<u>(491,206)</u>	<u>9%</u>
<b>EXCESS OF REVENUES OVER (UNDER)</b>					
<b>EXPENDITURES</b>	<u>1,020,196</u>	<u>183,511</u>	<u>1,272,111</u>	<u>251,915</u>	<u>125%</u>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in			-	-	0%
Operating transfers out	(15,550,000)		-	15,550,000	0%
Bond/registered warrant proceeds	15,000,000	-	-	(15,000,000)	0%
<b>Total other Financing Sources (Uses)</b>	<u>(550,000)</u>	<u>-</u>	<u>-</u>	<u>550,000</u>	<u>0%</u>
<b>EXCESS OF REVENUES AND OTHER FINANCING</b>					
<b>SOURCES OVER (UNDER) EXPENDITURES</b>					
<b>AND OTHER FINANCING USES</b>	<u>\$ 470,196</u>	<u>\$ 183,511</u>	<u>\$ 1,272,111</u>	<u>\$ 801,915</u>	<u>271%</u>

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS**  
**For the eight months ending May 31, 2016**  
**67% of the Fiscal Year 2016**

	Sewer Fund				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>(Under) Budget</u>	<u>% of Budget Used</u>
<b>REVENUES</b>					
User fees	\$ 3,629,271	\$ 217,642	1,874,773	\$ (1,754,498)	52%
Service charge and hook-up fees	200,000	2,200	244,797	44,797	122%
Grant Income	22,918	-	22,918	-	100%
Miscellaneous	450	15	228	(222)	51%
<b>Total Revenues</b>	<u>3,852,639</u>	<u>219,857</u>	<u>2,142,716</u>	<u>(1,709,923)</u>	<u>56%</u>
<b>EXPENDITURES</b>					
General & Administrative	533,968	36,512	308,704	(225,264)	58%
Maintenance	2,854,687	35,640	1,100,093	(1,754,594)	39%
Storm Water Grant	27,502	7,214	15,570	(11,932)	57%
Capital Outlay	405,300	-	5,471	(399,829)	1%
<b>Total Expenditures</b>	<u>3,821,457</u>	<u>79,366</u>	<u>1,429,838</u>	<u>(2,391,619)</u>	<u>37%</u>
<b>OPERATING INCOME (LOSS)</b>	<u>31,182</u>	<u>140,491</u>	<u>712,878</u>	<u>681,696</u>	<u>2286%</u>
<b>NON-OPERATING REVENUE (EXPENSE)</b>					
Interest income	3,311	-	591	(2,720)	18%
	<u>3,311</u>	<u>-</u>	<u>591</u>	<u>(2,720)</u>	<u>18%</u>
<b>INCOME (LOSS) BEFORE OPERATING TRANSFERS</b>	<u>34,493</u>	<u>140,491</u>	<u>713,469</u>	<u>678,976</u>	<u>2068%</u>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers out (CIP)	(50,000)	-	-	50,000	0%
<b>NET INCOME (LOSS)</b>	<u>\$ (15,507)</u>	<u>\$ 140,491</u>	<u>\$ 713,469</u>	<u>\$ 728,976</u>	<u>-4601%</u>



**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS**  
**For the eight months ending May 31, 2016**  
**67% of the Fiscal Year 2016**

	Golf Course Fund				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>(Under) Budget</u>	<u>% of Budget Used</u>
<b>REVENUES</b>					
Greens Fees	\$ 138,000	\$ 8,829	\$ 52,685	\$ (85,315)	38%
Carts	50,000	2,194	12,355	(37,645)	25%
Concessions	33,500	2,012	9,716	(23,784)	29%
<b>Total Golf Proceeds</b>	<b>221,500</b>	<b>13,035</b>	<b>74,756</b>	<b>(146,744)</b>	<b>34%</b>
Pro-Shop Merchandise	4,750	277	1,631	(3,119)	34%
Fee Income	200	25	139	(61)	70%
Miscellaneous	100	2	6	(94)	6%
<b>Total Other Revenue</b>	<b>5,050</b>	<b>304</b>	<b>1,776</b>	<b>(3,274)</b>	<b>35%</b>
<b>Total Revenue</b>	<b>226,550</b>	<b>13,339</b>	<b>76,532</b>	<b>(150,018)</b>	<b>34%</b>
<b>EXPENDITURES</b>					
General & Administrative	156,591	11,945	74,150	(82,441)	47%
Cost of merchandise sold	18,664	3,307	12,142	(6,522)	65%
Maintenance	160,288	11,338	66,208	(94,080)	41%
Capital Outlay	22,000	-	21,500	(500)	98%
<b>Total Expenditures</b>	<b>357,543</b>	<b>26,590</b>	<b>174,000</b>	<b>(183,543)</b>	<b>49%</b>
<b>OPERATING INCOME (LOSS)</b>	<b>(130,993)</b>	<b>(13,251)</b>	<b>(97,468)</b>	<b>33,525</b>	<b>74%</b>
<b>NON-OPERATING REVENUE (EXPENSE)</b>					
Interest income	503	19	173	(330)	34%
	503	19	173	(330)	34%
<b>INCOME (LOSS) BEFORE OPERATING TRANSFERS</b>	<b>(130,490)</b>	<b>(13,232)</b>	<b>(97,295)</b>	<b>33,195</b>	<b>75%</b>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (Lottery)	125,000	-	-	(125,000)	0%
<b>NET INCOME (LOSS)</b>	<b>\$ (5,490)</b>	<b>\$ (13,232)</b>	<b>\$ (97,295)</b>	<b>\$ 91,805</b>	<b>1772%</b>

A-7



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

INVOICE

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

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

CITY OF LA VISTA  
8116 PARKVIEW BOULEVARD  
LA VISTA, NE 68128

Invoice number 115684  
Date 06/14/2016

Project 0171-415 LA VISTA CIVIC CENTER  
PARK

Professional Services from March 21, 2016 through May 22, 2016

Description	Current Billed
Topographic Survey	6,076.87
Subconsultant Services - Aerial Services	3,842.00
Engineering Services - progress billing	320.00
Reimbursables	6,900.00
Subconsultant Services - EDSA thru 5/26/16	
Total	17,138.87

Invoice total 17,138.87

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
115684	06/14/2016	17,138.87	17,138.87				
	Total	17,138.87	17,138.87	0.00	0.00	0.00	0.00

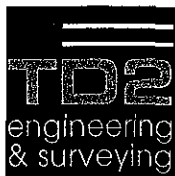
Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees. Invoices not paid within 90 days of the invoice date will be subject to possible lien filings.

O.K. to pay  
05.71.0894.02  
JMK  
6-22-2016

Consent 7/19

A-8

## INVOICE



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

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

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

CITY OF LA VISTA  
JOHN KOTTMANN  
8116 PARKVIEW BOULEVARD  
LA VISTA, NE 68128

Invoice number 115634  
Date 06/14/2016

Project 0171-414 CITY PARKING DISTRICT  
ACCESS IMPROVEMENTS - DRAINAGE

Professional Services from April 11, 2016 through May 22, 2016

CIP Project No. PWST-16-002

PO #16-0094

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Task 1 - Topographic Survey (Downstream)	6,819.00	6,819.00	0.00	0.00
Task 2 - Conceptual Analysis	38,270.00	27,804.50	6,915.50	3,550.00
Total	45,089.00	34,623.50	6,915.50	3,550.00

Invoice total 3,550.00

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
115634	06/14/2016	3,550.00	3,550.00				
	Total	3,550.00	3,550.00	0.00	0.00	0.00	0.00

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

O.K. to pay  
BANK 6-22-2016  
05.71.0899.02

Consent 7/19

A-9

## INVOICE



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

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

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

CITY OF LA VISTA  
JOHN KOTTMANN  
8116 PARKVIEW BOULEVARD  
LA VISTA, NE 68128

Invoice number 115633  
Date 06/14/2016

Project 0171-413 BIG PAPIO CREEK SIPHON  
REPAIR

Professional Services from April 11, 2016 through May 22, 2016

PO #16-0094

Description	Current Billed
Topographic Survey	0.00
Engineering Services	1,455.00
<b>Total</b>	<b>1,455.00</b>

Invoice total 1,455.00

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
115633	06/14/2016	1,455.00	1,455.00				
	<b>Total</b>	<b>1,455.00</b>	<b>1,455.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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

O.K. to pay  
JMK 6-22-2016  
02.42.0314

A-10

Yano's Nursery  
5240 S 192nd St  
Omaha, NE 68135-2000  
(402) 895-1535  
info@yanosnursery.com  
http://yanosnursery.com

# Invoice



BILL TO  
City of La Vista  
9900 Portal Rd.  
La Vista, NE 68128

SHIP TO  
City of La Vista  
9900 Portal Rd.  
La Vista, NE 68128

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
4639	06/17/2016	\$255.00	06/17/2016	Due on receipt	

PROJECT NAME  
7214 Valley Road

ATTN  
John Kottman

ACTIVITY	QTY	RATE	AMOUNT
Plants:1 Gallon Plants:Miscanthus Maiden Grass (3 Gallon)	3	30.00	90.00T
Plants:1 Gallon Plants:Miscanthus Maiden Grass (Variegated) (3 Gal)	3	30.00	90.00T
Plants:1 Gallon Plants:Walker's Low Catmint 1 Gal Walker's Low Catmint	2	15.00	30.00T
Plants:1 Gallon Plants:Daylily:Ruby Stella Ruby Stella Daylily	3	15.00	45.00T
We Appreciate Your Business!			
	SUBTOTAL		255.00
	TAX (0%)		0.00
	TOTAL		255.00
	BALANCE DUE		<b>\$255.00</b>

O.K. to pay  
JMK 6-22-2016  
05.71.0855.03

Consent 7/19

July 5, 2016

## City of La Vista City Council Consent Agenda

A-11

## Omaha Sewer Tract Connection Fees

Address	Company	Amount Due to Sarpy	GL Date	Amount in Liability Account	Difference	Remitted	Account
13433 Centech Road	State Steel Building Addition	\$ 14,390.15	8/24/2015	\$ 14,390.15	\$ -	7/6/2016	02.02.0052
13460 Chandler Road	Millenium Place	\$ 4,502.85	11/12/2015	\$ 4,502.85	\$ -	7/6/2016	02.02.0052
12750 Westport Parkway	Alamo Drafthouse	\$ 11,791.30	11/14/2014	\$ 11,791.30	\$ -	7/6/2016	02.02.0052
12740 Westport Parkway	Shoppes at Soutport West	\$ 44,401.79	11/10/2014	\$ 44,401.79	\$ -	7/6/2016	02.02.0052
12720 Westport Parkway	Boot Barn	\$ 6,633.32	6/17/2015	\$ 6,633.32	\$ -	7/6/2016	02.02.0052
13232 Centech Road	Dr Pepper Distribution	\$ 36,769.79	12/17/2015	\$ 36,769.79	\$ -	7/6/2016	02.02.0052
		<u>\$ 118,489.20</u>		<u>\$ 118,489.20</u>	<u>\$ -</u>		

Payment Requested by: John Kottman

Approved by: Cindy Miserez  
 Date: July 1, 2016

All funds have been received from the Companies  
 for remittance to Omaha

Accounts Payable Note: Please enter a separate invoice for each company for each vendor.

A-12

July 5, 2016

## City of La Vista City Council Consent Agenda

## Sarpy Industrial Sewer Tract Connection Fees

Address	Company	Amount Due to Sarpy	GL Date	Amount in Liability Account	Difference	Remitted	Account
8802 South 121st Street	Waldinger	\$ 53,680.00	10/7/2014	\$ 53,680.00	\$ -	7/6/2016	02.02.0052
11627 Virginia Plaza	Olsson Sarpy Office	\$ 11,495.00	12/22/2014	\$ 11,495.00	\$ -	7/6/2016	02.02.0052
8832 South 121st Street	Nebraska Atlantic Transportation	\$ 72,985.00	2/5/2015	\$ 72,985.00	\$ -	7/6/2016	02.02.0052
13345 Centennial Road	Navigator Bus Tours	\$ 22,440.00	9/29/2015	\$ 22,440.00	\$ -	7/6/2016	02.02.0052

\$ 160,600.00
\$ 160,600.00 \$ -

Payment Requested by: John Kottman

Approved by: Cindy Miserez  
Date: July 1, 2016

All funds have been received from the Companies  
for remittance to Sarpy County

Accounts Payable Note: Please enter a separate invoice for each company for each vendor.

A-13

Invoice

**Upstream Weeds***Bringing Science to People, &  
People to Science!*3942 N. 66<sup>th</sup> Street  
Omaha, NE 68104  
Phone 402-881-6919  
Email: Chris@upstreamweeds.comINVOICE # 027  
DATE: JULY 6, 2016

INVOICING TERM: 6/01/16- 6/30/16

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

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

Description	Qty	Unit Price	line total
<b>June 1 - 7, 2016</b>			
Partner Correspondence (recruitment, retention, collaboration, and follow-ups)	6	\$ 25.00	\$ 150.00 ✓
Client Account Management and Administration (reporting, documentation, & billing)	2	\$ 25.00	\$ 50.00 ✓
Citizen Science Initiatives (planning, implementation, & maintenance)	2	\$ 25.00	\$ 50.00 ✓
External meeting (preparation, attendance, & follow-ups)	2	\$ 25.00	\$ 50.00 ✓
New Contract execution-plan development	5	\$ 25.00	\$ 125.00 ✓
UNO- Collaborative Time	6	\$ 25.00	\$ 150.00 ✓
<b>June 8 - 14, 2016</b>			
Partner Correspondence (recruitment, retention, collaboration, and follow-ups)	8	\$ 25.00	\$ 200.00 ✓
Client Account Management and Administration (reporting, documentation, & billing)	1	\$ 25.00	\$ 25.00 ✓
Event Coordination	8	\$ 25.00	\$ 200.00 ✓
Event Execution	8	\$ 25.00	\$ 200.00 ✓
UNO- Collaborative Time	3	\$ 25.00	\$ 75.00 ✓
<b>June 15 - 21, 2016</b>			
Partner Correspondence (recruitment, retention, collaboration, and follow-ups)	7	\$ 25.00	\$ 175.00 ✓
Event Coordination	3	\$ 25.00	\$ 75.00 ✓
Event Execution	25	\$ 25.00	\$ 625.00 ✓



UNO- Collaborative Time	2	\$	25.00	\$	50.00	✓
<b>June 22 - 30, 2016</b>						
Partner Correspondence (recruitment, retention, collaboration, and follow-ups)	12	\$	25.00	\$	300.00	✓
Client Account Management and Administration (reporting, documentation, & billing)	4	\$	25.00	\$	100.00	✓
External meeting (preparation, attendance, & follow-ups)	7	\$	25.00	\$	175.00	✓
New Contract execution-plan development	5	\$	25.00	\$	125.00	✓
UNO- Collaborative Time	4	\$	25.00	\$	100.00	✓
<b>Sub Total</b>				<b>\$</b>	<b>3,000.00</b>	✓
<b>50% Cost Share paid by Papillion</b>				<b>\$</b>	<b>(1,500.00)</b>	✓
<b>Total Due</b>				<b>\$</b>	<b>1,500.00</b>	✓

Please make all checks available to Chris Madden

O.K. to pay

8MK 7-7-2016

02.43.0505

A-14

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

June 27, 2016

Project No:

115453-03

Invoice No:

16861

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

Project 115453-03 Giles Road Data Collection  
**Professional Services for the Period: March 31, 2016 to May 31, 2016**

Total Fee	4,100.00		
Percent Complete	100.00	Total Earned	4,100.00
		Previous Fee Billing	0.00
		Current Fee Billing	4,100.00
		<b>Total Fee</b>	<b>4,100.00</b>
		<b>TOTAL AMOUNT DUE</b>	<b>\$4,100.00</b>

Project Manager Mark Meisinger

O.K. to pay

EMK 7-6-2016

05.71.0900.01

A-15



# INVOICE

Date: May 26, 2016  
INVOICE # 101

Bill To

City of LaVista  
Public Works Department  
9900 Portal Road  
LaVista, NE 68128

Date	Description	Balance	Amount
5/23/16	City of LaVista 62.5% Share on 66 <sup>th</sup> Street from Harrison to Giles Road And Giles from 66 <sup>th</sup> to 69 <sup>th</sup> St per agreement signed 7/28/2015	\$ 200,050.00	
	Amount billed (62.5%)		\$ 272,441.99
	Previously Billed	\$0.00	
	Total Amount Remaining	\$ (72,391.99)	

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due
					\$272,441.99

Remittance	
INVOICE #	101
Date	5/23/2016
Reimbursement Amount Due	\$272,441.99
Amount Enclosed	

O.K. to pay  
JMK 7-8-2016  
05.71.0863.03

Make all checks payable to: Sarpy County Public Works

Submit To: Sarpy County Public Works, 15100 South 84<sup>th</sup> Street, Papillion, NE 68046

A-16

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
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1 BK NE CKG MAIN (600-873)

121454	6/22/2016	4616	PAPIO-MO RIVER NRD STORM WATER	116,220.90		**MANUAL**
121455	6/22/2016	190	LOGAN STIMPSON DESIGN INC	5,859.55		**MANUAL**
121456	6/22/2016	448	BS&A SOFTWARE	43,165.00		**MANUAL**
121457	6/22/2016	2705	ANDERSON EXCAVATING COMPANY	257,435.89		**MANUAL**
121458	6/22/2016	4653	RDG PLANNING & DESIGN	260.96		**MANUAL**
121459	6/22/2016	401	PAPILLION LA VISTA SCHL DISTR	20,889.56		**MANUAL**
121460	6/22/2016	4592	BERRY DUNN	875.00		**MANUAL**
121461	6/22/2016	143	THOMPSON DREESSEN & DORNER	12,978.42		**MANUAL**
121462	6/22/2016	2622	MBC CONSTRUCTION	117,013.21		**MANUAL**
121463	6/27/2016	4799	BOLD OFFICE SOLUTIONS	1,150.86		**MANUAL**
121464	6/27/2016	1270	PREMIER-MIDWEST BEVERAGE CO	270.88		**MANUAL**
121465	6/27/2016	1194	QUALITY BRANDS OF OMAHA	376.15		**MANUAL**
121466	6/27/2016	2930	REPUBLIC NATIONAL DISTR CO LLC	135.00		**MANUAL**
121467	6/28/2016	444	BOB MARCEAU	151.47		**MANUAL**
121468	7/05/2016	4354	A-RELIEF SERVICES INC	420.00		
121469	7/05/2016	4332	ACCO UNLIMITED CORP	357.85		
121470	7/05/2016	762	ACTION BATTERIES UNLTD INC	157.51		
121471	7/05/2016	571	ALAMAR UNIFORMS	548.93		
121472	7/05/2016	188	ASPHALT & CONCRETE MATERIALS	834.62		
121473	7/05/2016	3058	BAXTER CHRYSLER DODGE JEEP RAM	129.00		
121474	7/05/2016	929	BEACON BUILDING SERVICES	6,012.00		
121475	7/05/2016	196	BLACK HILLS ENERGY	1,630.00		
121476	7/05/2016	4732	BMI	336.00		
121477	7/05/2016	2757	BOBCAT OF OMAHA	128.38		
121478	7/05/2016	3760	BUETHE, PAM	637.92		
121479	7/05/2016	76	BUILDERS SUPPLY CO INC	43.12		
121480	7/05/2016	2285	CENTER POINT PUBLISHING	302.58		
121481	7/05/2016	219	CENTURY LINK	.00	**CLEARED**	**VOIDED**
121482	7/05/2016	219	CENTURY LINK	348.56		
121483	7/05/2016	456	JEFF MOORE	600.00		
121484	7/05/2016	456	JEFF MOORE	600.00		
121485	7/05/2016	29	CIACCIO ROOFING CORPORATION	297.00		
121486	7/05/2016	152	CITY OF OMAHA	153,841.17		
121487	7/05/2016	301	CITY OF PAPILLION	.00	**CLEARED**	**VOIDED**
121488	7/05/2016	301	CITY OF PAPILLION	.00	**CLEARED**	**VOIDED**
121489	7/05/2016	301	CITY OF PAPILLION	8,601.12		
121490	7/05/2016	431	CLASS C SOLUTIONS GROUP	354.46		
121491	7/05/2016	4929	CNA SURETY	1,855.00		
121492	7/05/2016	3176	COMP CHOICE INC	.00	**CLEARED**	**VOIDED**
121493	7/05/2016	3176	COMP CHOICE INC	673.00		
121494	7/05/2016	4615	CONSOLIDATED MANAGEMENT	452.59		
121495	7/05/2016	2158	COX COMMUNICATIONS	160.09		
121496	7/05/2016	23	CUMMINS CENTRAL POWER LLC	1,643.59		
121497	7/05/2016	3132	DEARBORN NATIONAL LIFE INS CO	992.00		
121498	7/05/2016	4596	DEERE & COMPANY	35,986.79		
121499	7/05/2016	619	DELL MARKETING L.P.	1,686.90		
121500	7/05/2016	111	DEMCO INCORPORATED	163.14		
121501	7/05/2016	3334	EDGEWEAR SCREEN PRINTING	505.50		
121502	7/05/2016	3789	ESRI INC	3,350.00		
121503	7/05/2016	2388	EXCHANGE BANK	305.79		
121504	7/05/2016	1245	FILTER CARE	16.55		

APCHCKRP  
10.30.14

Thu Jun 30, 2016 11:06 AM

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City of LaVista  
ACCOUNTS PAYABLE CHECK REGISTER

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OPER: AKH

PAGE 2

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
121505	7/05/2016	142 FITZGERALD SCHORR BARMETTLER	32,843.36			
121506	7/05/2016	3415 FOCUS PRINTING	300.00			
121507	7/05/2016	1344 GALE	128.20			
121508	7/05/2016	53 GCR TIRES & SERVICE	390.77			
121509	7/05/2016	252 JENNIFER GOSS	24.95			
121510	7/05/2016	285 GRAYBAR ELECTRIC COMPANY INC	130.56			
121511	7/05/2016	71 GREENKEEPER COMPANY INC	926.38			
121512	7/05/2016	1044 H & H CHEVROLET LLC	44.29			
121513	7/05/2016	3470 HAMILTON COLOR LAB INC	6,067.60			
121514	7/05/2016	4178 HERITAGE CRYSTAL CLEAN LLC	314.95			
121515	7/05/2016	1498 INDUSTRIAL SALES COMPANY INC	818.32			
121516	7/05/2016	2323 INGRAM LIBRARY SERVICES	445.02			
121517	7/05/2016	162 INLAND TRUCK PARTS	227.64			
121518	7/05/2016	379 JOHNSON HARDWARE COMPANY	93.68			
121519	7/05/2016	227 KENNY'S SERVICES INCORPORATED	885.00			
121520	7/05/2016	1054 MARK A KLINKER	200.00			
121521	7/05/2016	2394 KRIHA FLUID POWER CO INC	98.05			
121522	7/05/2016	2057 LA VISTA COMMUNITY FOUNDATION	60.00			
121523	7/05/2016	4425 LANDPORT SYSTEMS INC	125.00			
121524	7/05/2016	381 LANDS' END BUSINESS OUTFITTERS	147.98			
121525	7/05/2016	4330 LARSEN SUPPLY COMPANY	340.84			
121526	7/05/2016	2380 LEXIS NEXIS MATTHEW BENDER	59.08			
121527	7/05/2016	3931 LIBRARY ADVANTAGE	560.00			
121528	7/05/2016	4784 LIBRARY IDEAS LLC	7.00			
121529	7/05/2016	230 LIGHT AND SIREN	1,393.72			
121530	7/05/2016	346 MAX I WALKER UNIFORM RENTAL	570.60			
121531	7/05/2016	4943 MENARDS-RALSTON	99.99			
121532	7/05/2016	872 METROPOLITAN COMMUNITY COLLEGE	15,715.88			
121533	7/05/2016	553 METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**	
121534	7/05/2016	553 METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**	
121535	7/05/2016	553 METROPOLITAN UTILITIES DIST.	9,361.88			
121536	7/05/2016	98 MICHAEL TODD AND COMPANY INC	1,114.20			
121537	7/05/2016	184 MID CON SYSTEMS INCORPORATED	159.08			
121538	7/05/2016	2299 MIDWEST TAPE	387.81			
121539	7/05/2016	2382 MONARCH OIL INC	175.00			
121540	7/05/2016	342 MUNICIPAL PIPE TOOL CO LLC	15.91			
121541	7/05/2016	1028 NATIONAL EVERYTHING WHOLESALE	366.81			
121542	7/05/2016	3352 NE DEPT OF LABOR-WORKFORCE DEV	140.00			
121543	7/05/2016	370 NEBRASKA LAW ENFORCEMENT	150.00			
121544	7/05/2016	4920 NIGHT FLYER GOLF INC	117.20			
121545	7/05/2016	440 NMC EXCHANGE LLC	2,385.97			
121546	7/05/2016	412 NORTHWEST AUTO CARE INC	1,187.20			
121547	7/05/2016	3778 ODEY'S INCORPORATED	.00	**CLEARED**	**VOIDED**	
121548	7/05/2016	3778 ODEY'S INCORPORATED	6,735.14			
121549	7/05/2016	1014 OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**	
121550	7/05/2016	1014 OFFICE DEPOT INC	752.53			
121551	7/05/2016	79 OMAHA COMPOUND COMPANY	389.10			
121552	7/05/2016	109 OMNIGRAPHICS INC	81.85			
121553	7/05/2016	4815 ONE CALL CONCEPTS INC	284.16			
121554	7/05/2016	256 PARK YOUR PAWZ INC	180.00			
121555	7/05/2016	4654 PAYFLEX SYSTEMS USA INC	251.55			
121556	7/05/2016	709 PEPSI COLA COMPANY	781.52			
121557	7/05/2016	1784 PLAINS EQUIPMENT GROUP	821.50			

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
121558	7/05/2016	1713 QUALITY AUTO REPAIR & TOWING	79.00	<u>APPROVED BY COUNCIL MEMBERS</u> <u>07/19/16</u>		
121559	7/05/2016	58 RAINBOW GLASS & SUPPLY	179.00			
121560	7/05/2016	1121 RALSTON ADVERTISING	209.00			
121561	7/05/2016	191 READY MIXED CONCRETE COMPANY	243.40			
121562	7/05/2016	3774 RETRIEVE	125.61			
121563	7/05/2016	1783 RON TURLEY ASSOCIATES INC	1,200.00			
121564	7/05/2016	4133 ROTELLA'S ITALIAN BAKERY	19.98			
121565	7/05/2016	2240 SARPY COUNTY COURTHOUSE	4,100.37			
121566	7/05/2016	2740 SARPY COUNTY FISCAL ADMINSTRN	7,933.00			
121567	7/05/2016	168 SARPY COUNTY LANDFILL	1,090.88			
121568	7/05/2016	490 SARPY COUNTY REGISTER OF DEEDS	16.00	<u>COUNCIL MEMBER</u>		
121569	7/05/2016	150 SARPY COUNTY TREASURER	9,282.75			
121570	7/05/2016	1652 SCHOLASTIC BOOK FAIRS	387.59			
121571	7/05/2016	4045 SHRM-SOCIETY FOR HUMAN	190.00			
121572	7/05/2016	738 SIGN IT.	6,114.20			
121573	7/05/2016	3838 SPRINT	119.97			
121574	7/05/2016	807 SUPERIOR SPA & POOL	79.86			
121575	7/05/2016	4962 SWAN ENGINEERING LLC	8.94			
121576	7/05/2016	4539 SWANK MOTION PICTURES INC	578.00	<u>COUNCIL MEMBER</u>		
121577	7/05/2016	4179 TITAN MACHINERY	184.48			
121578	7/05/2016	547 TODCO BARRICADE COMPANY	400.00			
121579	7/05/2016	2765 TRADE WELL PALLET INC	202.50			
121580	7/05/2016	3012 TRAFFIC & TRANSPORTATION PRODS	622.20			
121581	7/05/2016	2426 UNITED PARCEL SERVICE	8.13			
121582	7/05/2016	123 UNIV OF NEBR BOARD OF REGENTS	20.00			
121583	7/05/2016	33 UNIVERSITY OF NEBRASKA LINCOLN	75.00			
121584	7/05/2016	809 VERIZON WIRELESS	306.85	<u>COUNCIL MEMBER</u>		
121585	7/05/2016	3150 WHITE CAP CONSTR SUPPLY/HDS	16.95			
121586	7/05/2016	968 WICK'S STERLING TRUCKS INC	81.03			
1261001	6/23/2016	1174 WAL-MART COMMUNITY BRC	799.36			
1261002	6/23/2016	1174 WAL-MART COMMUNITY BRC	535.00			
1261003	6/23/2016	1174 WAL-MART COMMUNITY BRC	4,375.70			

\*\*E-PAY\*\*  
\*\*E-PAY\*\*  
\*\*E-PAY\*\*

BANK TOTAL	929,196.03
OUTSTANDING	929,196.03
CLEARED	.00
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
01 GENERAL FUND	147,252.42	147,252.42	.00	.00
02 SEWER FUND	297,404.25	297,404.25	.00	.00
05 CONSTRUCTION	437,343.07	437,343.07	.00	.00
08 LOTTERY FUND	18,001.44	18,001.44	.00	.00
09 GOLF COURSE FUND	4,934.63	4,934.63	.00	.00
15 OFF-STREET PARKING	1,517.52	1,517.52	.00	.00
16 REDEVELOPMENT	22,742.70	22,742.70	.00	.00

REPORT TOTAL	929,196.03
OUTSTANDING	929,196.03
CLEARED	.00
VOIDED	.00

COUNCIL MEMBER

COUNCIL MEMBER

Cover Letter (S193)	
Check Date :	07/01/2016-1
Period Range :	06/12/2016 TO 06/25/2016
Week Number :	Week #27

## IMPORTANT TAX INFORMATION

Please be aware that you are responsible for the timely filing of employment tax returns and the timely payment of employment taxes for your employees, even if you have authorized a third party to file the returns and make the payments. Therefore, the Internal Revenue Service recommends that you enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor your account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at [www.eftps.gov](http://www.eftps.gov), or call (800) 555-4477 for an enrollment form. State tax authorities generally offer similar means to verify tax payments. Contact the appropriate state offices directly for details.

## Payroll Totals:

## # Checks

Total Regular Checks	0	0.00
Total Direct Deposits	208	198224.40
Total Manual Checks	0	0.00
Total 3rd Party Checks	0	0.00
Total Void Checks	0	0.00
Total COBRA Checks	0	0.00
<b>Total Net Payroll</b>	<b>196 Items</b>	<b>198224.40</b>

Total Billing Impound		519.94
Total Agency Checks	3	408.75
Total Agency Checks DD	4	715.08
Total Agency Checks Void	0	0.00
Total Tax Deposit Checks	Tax deposit to be made by Payroll Maxx LLC	

**Sum of Checks** **199868.17**

<b>Total of Checks Printed</b>	<b>203 Items</b>	
Total Tax Liability		87244.22
Total Workers Comp Liability		0.00

**Total Payroll Liability** **287112.39**

Total Direct Deposits 198939.48

**Total Debited From Account** **287112.39**

## NEXT PERIOD DATES

Check Date: 07/15/2016 Week 29  
 Period Begin: 06/26/2016  
 Period End: 07/09/2016  
 Call In Date: 07/12/2016 Week 28

Payroll rep: M Jodi

## ACCOUNTS PAYABLE CHECK REGISTER

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
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1	BK NE CKG MAIN (600-873)					
121587	7/12/2016	1270 PREMIER-MIDWEST BEVERAGE CO	177.50			**MANUAL**
121588	7/12/2016	1194 QUALITY BRANDS OF OMAHA	434.40			**MANUAL**
121589	7/19/2016	4354 A-RELIEF SERVICES INC	855.00			
121590	7/19/2016	3983 ABE'S PORTABLES INC	95.00			
121591	7/19/2016	4332 ACCO UNLIMITED CORP	161.70			
121592	7/19/2016	762 ACTION BATTERIES UNLTD INC	116.49			
121593	7/19/2016	268 AKSARBEN HEATING/ARS	118.00			
121594	7/19/2016	571 ALAMAR UNIFORMS	490.45			
121595	7/19/2016	3140 ARCMATE MANUFACTURING CORP	161.25			
121596	7/19/2016	188 ASPHALT & CONCRETE MATERIALS	476.87			
121597	7/19/2016	201 BAKER & TAYLOR BOOKS	1,760.32			
121598	7/19/2016	3965 BEAUMONT, MITCH	195.00			
121599	7/19/2016	793 BENNETT REFRIGERATION	2,875.00			
121600	7/19/2016	4781 BISHOP BUSINESS EQUIPMENT	1,972.63			
121601	7/19/2016	196 BLACK HILLS ENERGY	107.29			
121602	7/19/2016	76 BUILDERS SUPPLY CO INC	180.22			
121603	7/19/2016	465 DAVE BURGERS	188.84			
121604	7/19/2016	415 CAREERTRACK	198.00			
121605	7/19/2016	219 CENTURY LINK	134.32			
121606	7/19/2016	2540 CENTURY LINK BUSN SVCS	53.25			
121607	7/19/2016	301 CITY OF PAPILLION	150,654.00			
121608	7/19/2016	447 CLARK CREATIVE GROUP	4,000.00			
121609	7/19/2016	431 CLASS C SOLUTIONS GROUP	.00	**CLEARED**	**VOIDED**	
121610	7/19/2016	431 CLASS C SOLUTIONS GROUP	381.97			
121611	7/19/2016	4929 CNA SURETY	1,135.50			
121612	7/19/2016	3126 COCA-COLA BOTTLING COMPANY	855.79			
121613	7/19/2016	4615 CONSOLIDATED MANAGEMENT	584.16			
121614	7/19/2016	2158 COX COMMUNICATIONS	143.00			
121615	7/19/2016	707 CULLIGAN OF OMAHA	63.00			
121616	7/19/2016	23 CUMMINS CENTRAL POWER LLC	615.21			
121617	7/19/2016	3132 DEARBORN NATIONAL LIFE INS CO	.00	**CLEARED**	**VOIDED**	
121618	7/19/2016	3132 DEARBORN NATIONAL LIFE INS CO	4,441.61			
121619	7/19/2016	77 DIAMOND VOGEL PAINTS	59.69			
121620	7/19/2016	59 DITCH WITCH OF OMAHA	140.00			
121621	7/19/2016	3334 EDGEWEAR SCREEN PRINTING	162.00			
121622	7/19/2016	3205 EXPRESS ENTERPRISES	1,680.31			
121623	7/19/2016	3460 FEDEX	72.04			
121624	7/19/2016	1245 FILTER CARE	30.60			
121625	7/19/2016	3136 FIRST WIRELESS INC	90.00			
121626	7/19/2016	142 FITZGERALD SCHORR BARMETTLER	.00	**CLEARED**	**VOIDED**	
121627	7/19/2016	142 FITZGERALD SCHORR BARMETTLER	32,945.30			
121628	7/19/2016	4269 FUN SERVICES - OM	510.00			
121629	7/19/2016	1344 GALE	164.93			
121630	7/19/2016	53 GCR TIRES & SERVICE	401.81			
121631	7/19/2016	966 GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**	
121632	7/19/2016	966 GENUINE PARTS COMPANY-OMAHA	991.12			
121633	7/19/2016	164 GRAINGER	32.78			
121634	7/19/2016	285 GRAYBAR ELECTRIC COMPANY INC	105.17			
121635	7/19/2016	71 GREENKEEPER COMPANY INC	1,322.38			
121636	7/19/2016	344 GRETN SMALL ENGINE	1,408.52			
121637	7/19/2016	1044 H & H CHEVROLET LLC	73.50			



## ACCOUNTS PAYABLE CHECK REGISTER

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
121638	7/19/2016	426 HANEY SHOE STORE	150.00			
121639	7/19/2016	3681 HEARTLAND TIRES AND TREADS	1,014.68			
121640	7/19/2016	2407 HEIMES CORPORATION	142.03			
121641	7/19/2016	454 HELMET & SHIELD	2,471.00			
121642	7/19/2016	2888 HOME DEPOT CREDIT SERVICES	806.41			
121643	7/19/2016	4151 HUNDEN STRATEGIC PARTNERS	4,504.10			
121644	7/19/2016	136 HUNTEL COMMUNICATIONS, INC	110.00			
121645	7/19/2016	1612 HY-VEE INC	145.00			
121646	7/19/2016	1498 INDUSTRIAL SALES COMPANY INC	70.64			
121647	7/19/2016	2323 INGRAM LIBRARY SERVICES	184.75			
121648	7/19/2016	2394 KRIHA FLUID POWER CO INC	164.11			
121649	7/19/2016	3370 LIFEGUARD STORE INC	2,107.00			
121650	7/19/2016	4560 LOWE'S CREDIT SERVICES	94.05			
121651	7/19/2016	919 MARTIN MARIETTA AGGREGATES	244.69			
121652	7/19/2016	877 MATHESON TRI-GAS INC	118.24			
121653	7/19/2016	346 MAX I WALKER UNIFORM RENTAL	580.97			
121654	7/19/2016	4943 MENARDS-RALSTON	473.42			
121655	7/19/2016	153 METRO AREA TRANSIT	425.00			
121656	7/19/2016	184 MID CON SYSTEMS INCORPORATED	184.18			
121657	7/19/2016	398 MID-AMERICAN BENEFITS INC	604.50			
121658	7/19/2016	2299 MIDWEST TAPE	42.48			
121659	7/19/2016	429 CYNTHIA MISEREZ	115.00			
121660	7/19/2016	2818 MULHALL'S	3,910.46			
121661	7/19/2016	1804 NEBRASKA BUSINESS ELECTRONICS	315.50			
121662	7/19/2016	407 NEBRASKA CODE OFFICIALS ASSN	250.00			
121663	7/19/2016	440 NMC EXCHANGE LLC	72.46			
121664	7/19/2016	408 NOBBIES INC	301.39			
121665	7/19/2016	412 NORTHWEST AUTO CARE INC	10.00			
121666	7/19/2016	460 DEBRA O'NEILL	24.00			
121667	7/19/2016	1831 O'REILLY AUTOMOTIVE STORES INC	68.03			
121668	7/19/2016	1014 OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**	
121669	7/19/2016	1014 OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**	
121670	7/19/2016	1014 OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**	
121671	7/19/2016	1014 OFFICE DEPOT INC	1,176.88			
121672	7/19/2016	66 OMAHA CHILDREN'S MUSEUM	195.00			
121673	7/19/2016	195 OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**	
121674	7/19/2016	195 OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**	
121675	7/19/2016	195 OMAHA PUBLIC POWER DISTRICT	57,060.76			
121676	7/19/2016	46 OMAHA WORLD-HERALD	5,907.49			
121677	7/19/2016	4815 ONE CALL CONCEPTS INC	275.40			
121678	7/19/2016	3039 PAPILLION SANITATION	2,224.01			
121679	7/19/2016	1769 PAYLESS OFFICE PRODUCTS INC	299.90			
121680	7/19/2016	709 PEPSI COLA COMPANY	256.32			
121681	7/19/2016	74 PITNEY BOWES GLOBAL FIN SVCS	.00	**CLEARED**	**VOIDED**	
121682	7/19/2016	74 PITNEY BOWES GLOBAL FIN SVCS	169.97			
121683	7/19/2016	1784 PLAINS EQUIPMENT GROUP	659.33			
121684	7/19/2016	172 QP ACE HARDWARE	.00	**CLEARED**	**VOIDED**	
121685	7/19/2016	172 QP ACE HARDWARE	.00	**CLEARED**	**VOIDED**	
121686	7/19/2016	172 QP ACE HARDWARE	.00	**CLEARED**	**VOIDED**	
121687	7/19/2016	172 QP ACE HARDWARE	.00	**CLEARED**	**VOIDED**	
121688	7/19/2016	172 QP ACE HARDWARE	1,397.56			
121689	7/19/2016	191 READY MIXED CONCRETE COMPANY	2,134.30			
121690	7/19/2016	2930 REPUBLIC NATIONAL DISTR CO LLC	68.53			

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
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121691	7/19/2016	466	RICHARD ROWLAND	12.22			
121692	7/19/2016	1034	SCHEMMER ASSOCIATES INC	31.25			
121693	7/19/2016	738	SIGN IT	20.00			
121694	7/19/2016	115	SIRCHIE FINGER PRINT LABS	266.08			
121695	7/19/2016	455	LAWRENCE SKARNULIS	26.00			
121696	7/19/2016	373	SKILL PATH SEMINARS	230.90			
121697	7/19/2016	3838	SPRINT	643.30			
121698	7/19/2016	1395	SUPER SEER CORPORATION	1,353.80			
121699	7/19/2016	264	TED'S MOWER SALES & SERVICE	178.08			
121700	7/19/2016	961	TELKE'S SANDWICHES	96.67			
121701	7/19/2016	2356	TOM'S SHOE REPAIR	45.00			
121702	7/19/2016	161	TRACTOR SUPPLY CREDIT PLAN	539.88			
121703	7/19/2016	2765	TRADE WELL PALLET INC	180.00			
121704	7/19/2016	4979	UNITE PRIVATE NETWORKS LLC	3,850.00			
121705	7/19/2016	3413	VERNON COMPANY	616.70			
121706	7/19/2016	3150	WHITE CAP CONSTR SUPPLY/HDS	21.99			
121707	7/19/2016	968	WICK'S STERLING TRUCKS INC	142.18			

BANK TOTAL	313,599.51
OUTSTANDING	313,599.51
CLEARED	.00
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
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01 GENERAL FUND	232,214.24	232,214.24	.00	.00
02 SEWER FUND	5,164.37	5,164.37	.00	.00
04 BOND(S) DEBT SERVICE FUND	24,700.00	24,700.00	.00	.00
05 CONSTRUCTION	77.50	77.50	.00	.00
08 LOTTERY FUND	16,856.77	16,856.77	.00	.00
09 GOLF COURSE FUND	5,503.40	5,503.40	.00	.00
15 OFF-STREET PARKING	985.53	985.53	.00	.00
16 REDEVELOPMENT	28,097.70	28,097.70	.00	.00

REPORT TOTAL	313,599.51
OUTSTANDING	313,599.51
CLEARED	.00
VOIDED	.00

APPROVED BY COUNCIL MEMBERS 07/19/16

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

Cover Letter (S193)	
Check Date :	07/15/2016-1
Period Range :	06/26/2016 TO 07/09/2016
Week Number :	Week #29

## IMPORTANT TAX INFORMATION

Please be aware that you are responsible for the timely filing of employment tax returns and the timely payment of employment taxes for your employees, even if you have authorized a third party to file the returns and make the payments. Therefore, the Internal Revenue Service recommends that you enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor your account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at [www.eftps.gov](http://www.eftps.gov), or call (800) 555-4477 for an enrollment form. State tax authorities generally offer similar means to verify tax payments. Contact the appropriate state offices directly for details.

## Payroll Totals:

## # Checks

Total Regular Checks	0	0.00
Total Direct Deposits	208	192228.85
Total Manual Checks	0	0.00
Total 3rd Party Checks	0	0.00
Total Void Checks	0	0.00
Total COBRA Checks	0	0.00
<b>Total Net Payroll</b>	<b>196 Items</b>	<b>192228.85</b>

Total Billing Impound		1008.88
Total Agency Checks	2	192.10
Total Agency Checks DD	4	715.08
Total Agency Checks Void	0	0.00
Total Tax Deposit Checks	Tax deposit to be made by Payroll Maxx LLC	

<b>Sum of Checks</b>		<b>194144.91</b>
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<b>Total of Checks Printed</b>	<b>202 Items</b>	
Total Tax Liability		83889.72
Total Workers Comp Liability		0.00

<b>Total Payroll Liability</b>	<b>278034.63</b>
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Total Direct Deposits	192943.93
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<b>Total Debited From Account</b>	<b>278034.63</b>
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## NEXT PERIOD DATES

Check Date: 07/29/2016 Week 31  
 Period Begin: 07/10/2016  
 Period End: 07/23/2016  
 Call In Date: 07/26/2016 Week 30

Payroll rep: M Jodi



L O G A N S I M P S O N

B-1

APPROVED

AB 6-3-16

05-71-0874.01

6-21-16 Consent

City of La Vista  
Attn: Accounts Payable  
8116 Park View Boulevard  
La Vista, NE 68128

Project Number: 145281 City of La Vista Comprehensive Plan Update  
Principal: Bruce Melghen

Invoice Number: 18924  
Date: May 31, 2016

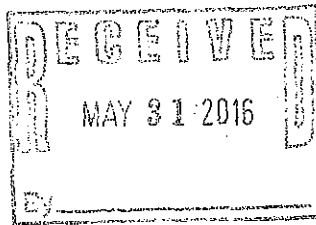
Professional Services for the period of 03/26/2016 through 04/29/2016

Task Description	Contract Amount	% Complete	Complete to Date	Previous Billed	Current Amount
<b>1 PLAN FOR A PLAN</b>					
1.1 Ongoing Project Management	\$ 3,412.00	93%	\$ 3,156.10	\$ 2,985.50	\$ 170.60
1.2 Staff Kickoff Workshop	\$ 3,492.00	100%	\$ 3,492.00	\$ 3,492.00	\$ -
1.3 Public Involvement Plan	\$ 658.00	100%	\$ 658.00	\$ 658.00	\$ -
1.4 Public Kickoff Event	\$ 7,584.00	100%	\$ 7,584.00	\$ 7,584.00	\$ -
1.4A Public Kickoff Event #2 (Salute to Summer)	\$ 4,400.00	100%	\$ 4,400.00	\$ 4,400.00	\$ -
1.5 Existing Conditions Snapshots	\$ 4,562.00	100%	\$ 4,562.00	\$ 4,562.00	\$ -
1.6 Stakeholder / Focus Group Interviews	\$ 4,792.00	100%	\$ 4,792.00	\$ 4,792.00	\$ -
1.7 Advisory Committee Establishment	\$ 310.00	100%	\$ 310.00	\$ 310.00	\$ -
1.8 Comprehensive Plan Audit & Issues Summary	\$ 2,770.00	100%	\$ 2,770.00	\$ 2,770.00	\$ -
<b>2 VISIONING, OPPORTUNITIES &amp; FRAMEWORKS</b>					
2.1 Visioning Survey	\$ 910.00	100%	\$ 910.00	\$ 910.00	\$ -
2.2 Public Visioning Event	\$ 8,784.00	100%	\$ 8,784.00	\$ 8,784.00	\$ -
2.3 Vision Document	\$ 5,632.00	100%	\$ 5,632.00	\$ 5,632.00	\$ -
2.4 Opportunities	\$ 4,532.00	100%	\$ 4,532.00	\$ 4,532.00	\$ -
2.5 Character Districts, Opportunity Areas & Policy Choices	\$ 4,564.00	100%	\$ 4,564.00	\$ 4,564.00	\$ -
2.6 Community Opportunities & Choices Workshops	\$ 8,784.00	100%	\$ 8,784.00	\$ 8,784.00	\$ -
2.7 Refinement of Community Choices	\$ 870.00	100%	\$ 870.00	\$ 870.00	\$ -
<b>3 THE PLAN</b>					
3.1 Strategies & Plan Development	\$ 2,990.00	100%	\$ 2,990.00	\$ 2,990.00	\$ -
3.2 Preliminary Land Use Plan	\$ 4,510.00	25%	\$ 1,127.50	\$ 902.00	\$ 225.50
3.3 Preliminary Implementation Strategies	\$ 1,550.00	30%	\$ 465.00	\$ 387.50	\$ 77.50
3.4 Sustainability Optimization	\$ 670.00	10%	\$ 67.00	\$ 33.50	\$ 33.50
3.5 Transportation Optimization	\$ 1,110.00	10%	\$ 111.00	\$ 55.50	\$ 55.50
3.6 Health Optimization	\$ 670.00	10%	\$ 67.00	\$ 33.50	\$ 33.50
3.7 Preliminary Draft Plan	\$ 5,784.00	75%	\$ 4,338.00	\$ 3,470.40	\$ 867.60
3.7a Recreational Component Inclusions	\$ 2,552.00	25%	\$ 638.00	\$ 382.80	\$ 255.20
3.8 Public Review/ Open House	\$ 5,712.00	0%	\$ -	\$ -	\$ -
3.9 Final Comprehensive Plan	\$ 2,970.00	0%	\$ -	\$ -	\$ -
3.10 Adoption	\$ 2,280.00	0%	\$ -	\$ -	\$ -
	<u>\$ 96,854.00</u>		<u>\$75,803.60</u>	<u>\$ 73,884.70</u>	<u>\$ 1,718.90</u>
Direct Expenses Total	\$ 11,575.00		\$ 16,990.37	\$ 16,984.84	\$ 5.53

Current Amount Due: \$ 1,724.43



14965 Abbey Lane  
Bath, MI 48808  
Voice: 517-641-8900  
Fax: 517-641-8960



# INVOICE B-2

Invoice Number: 107479  
Invoice Date: May 26, 2016  
Page: 1

<b>Bill To:</b>
CITY OF LA VISTA 8116 PARK VIEW BLVD LA VISTA, NE 68128 SARPY

<b>Ship to:</b>
CITY OF LA VISTA 8116 PARK VIEW BLVD LA VISTA, NE 68128 SARPY

Customer ID	Customer PO	Payment Terms	
CITYOF LA VISTA		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
DAN BURNS	Regular billing		6/25/16

Quantity	Description	Unit Price	Amount
1.00	General Ledger .Net Data Conversion	5,250.00	5,250.00
1.00	Accounts Payable .Net Data Conversion	4,460.00	4,460.00
1.00	Cash Receipting .Net Data Conversion	4,460.00	4,460.00
1.00	Fixed Assets .Net Data Conversion	4,460.00	4,460.00
1.00	Work Orders .Net Conversion	4,460.00	4,460.00
1.00	Miscellaneous Receivables .Net Database Setup	1,650.00	1,650.00
1.00	Implementation & Project Management ( per contract)-Financial Management	18,425.00	18,425.00
<i>O.K to Pay 05.21.0859.01 K. Bohemy 6-7-16 Consent Agenda 6-25-16</i>			
Subtotal			43,165.00
Sales Tax			
Total Invoice Amount			43,165.00
Payment/Credit Applied			
TOTAL			43,165.00

Check/Credit Memo No:

B-3



April 30, 2016

Project No:

2011.519.01.1

Invoice No:

40764

Chris Solberg  
City of La Vista  
8116 Park View Blvd  
La Vista, NE 68128

Project 2011.519.01.1 LaVista NE City of - On Call Services

**Professional Services through April 30, 2016**

**Professional Personnel**

	Hours	Rate	Amount	
Landscape Architect	1.00	101.00	101.00	
Project Coordinator	1.75	84.00	147.00	
Totals	2.75		248.00	
<b>Total Labor</b>				<b>248.00</b>

**Reimbursable Expenses**

Mileage in town			12.96	
<b>Total Reimbursables</b>			<b>12.96</b>	<b>12.96</b>

**Total this Invoice \$260.96**

NOTE: Work on storm water banners

O. K. to pay  
JMK 6-6-2016  
02.43.0505

Consent 6/21/16 (pk)

B-4



PAPILLION LA VISTA  
COMMUNITY SCHOOLS

*Be Known for Greatness*

Superintendent Andrew Rikli, Ed.D.

Assistant Superintendent of Business Doug Lewis

Assistant Superintendent of Curriculum and Instruction John Schwartz

Assistant Superintendent of Human Resources Renee Hyde, Ed.D.

Invoice for Bio Retention Basin – La Vista Junior High

Work Complete through 6/2/16

City of La Vista

Attn: John Kottmann

City Engineer

9900 Portal Road

La Vista, NE 68128

Description	Scheduled Amount	Current Billed	Prior Billed	Total Billed
Bio Retention Pond – La Vista Junior High				
Landscaping	\$6,431.56	\$6,431.56	\$0.00	\$6,431.56
Utilities	\$14,458.00	\$14,458.00	\$0.00	\$14,458.00
Total	\$20,889.56	\$20,889.56	\$0.00	\$20,889.56
Current Amount Due				\$20,889.56

Remit Payment to:

Papillion La Vista Community Schools

420 S. Washington

Papillion NE 68046

Attn: Brenda Fahey

O.K. to pay

DMK 6-10-2016

02.43.0505

Consent Agenda 6/21/16 (ph)

4592



B-5

PO Box 1100, 100 Middle Street, Portland, ME 04104-1100

# INVOICE

06/10/2016  
Client #: 110382.41  
Invoice #: 358635

City of La Vista  
8116 Park View Boulevard  
La Vista, NE 68128

\$ \_\_\_\_\_  
AMOUNT REMITTED

City of La Vista

BerryDunn  
Invoice #: 358635

06/10/2016

Professional services rendered by our Government Consulting Group related to the project to assist the City of La Vista with consulting services for Financial Information Software System Selection.

Task 4: Contract Negotiations (Complete)

\$875.00

Current Amount Due

\$ 875.00

*ok to pay  
Rue the  
6/13/16*

*05.71.0859.01*

*Consent agenda 6/21/16*

A late charge of 1.5% per month (18% per annum) is added to the balance after 30 days.  
For your convenience, we accept VISA and MASTERCARD or for information on  
ACH Payments, please send an email to [AR@berrydunn.com](mailto:AR@berrydunn.com).

(207)775-2387  
[www.berrydunn.com](http://www.berrydunn.com)



B-6



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

INVOICE

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

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

CITY OF LA VISTA  
JOHN KOTTMANN  
8116 PARKVIEW BOULEVARD  
LA VISTA, NE 68128

Invoice number 115626  
Date 06/13/2016

Project 0171-408 THOMPSON CREEK PHASE 1

Professional Services from April 18, 2016 through June 12, 2016

P.O. #15-0092/16-0094

Description		Current Billed
Task A-Project Start-up		0.00
Task B-Design Development		0.00
Task C-Construction Documentation		0.00
Task D-Phase 2 Grant Acquisition		0.00
Task E-Pre-Construction Monitoring		0.00
Construction Phase Services		12,978.42
Contract Administration and Project Management	\$5,410.57	
Erosion Control Monitoring and Reporting Services	798.65	
Construction Staking	1,494.50	
Construction Observation	5,274.70	
Additional Services - OPPD		0.00
Total		12,978.42

Invoice total 12,978.42

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
115626	06/13/2016	12,978.42	12,978.42				
	Total	12,978.42	12,978.42	0.00	0.00	0.00	0.00

O.K. to pay  
JMK 6-13-2016

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

SPLITS TO:

05.71.0871.03 (NET) \$6,489.21  
05.71.0870.03 (NRD) \$6,489.21

TD2 File No. 171-408.112

June 13, 2016

**PAYMENT RECOMMENDATION NO. 10 ON CONTRACT FOR THOMPSON CREEK CHANNEL  
REHABILITATION GROUP B – CHANNEL RECONSTRUCTION**

**Owner:** The City of La Vista, Nebraska  
8116 Park View Blvd.  
La Vista, Nebraska 68128

**Contractor:** Anderson Excavating Co.  
1920 Dorcas Street  
Omaha, NE 68108

**ORIGINAL CONTRACT AMOUNT:** \$1,332,728.50

**REVISED CONTRACT AMOUNT PER CHANGE ORDER NO. 2** \$1,326,880.41

**AMOUNT OF PREVIOUS PAYMENT RECOMMENDATIONS:** \$1,032,673.32

Item	Description	Approx. Quantities	Unit Price	Amount
<b>Demolition and Grading:</b>				
1	Clearing and Grubbing	1.0 L.S.	\$40,540.00 / L.S.	\$ 40,540.00
2	Stockpile and Redistribute Topsoil (6,500 C.Y. Moved Twice), Established Quantity	12,000 C.Y.	\$ 10.00 / C.Y.	\$ 120,000.00
3	Common Earthwork, In Place, Established Quantity	21,500 C.Y.	\$ 6.00 / C.Y.	\$ 129,000.00
4	Haul Excess Soil to NRD Levee Site	15,870 C.Y.	\$ 8.00 / C.Y.	\$ 127,000.00
5	Haul Excess Soil Off Site and Dispose	10,950 C.Y.	\$ 9.00 / C.Y.	\$ 98,550.00
6	Remove and Dispose Existing Headwall Structure and Railing	1 EA.	\$ 3,000.00 / EA.	\$ 3,000.00
7	Remove Existing Gabion Baskets and Salvage Stone On Site	155 C.Y.	\$ 15.00 / C.Y.	\$ 2,325.00
8	Remove and Dispose 24" - 30" Storm Sewer	150 L.F.	\$ 30.00 / L.F.	\$ 4,500.00
9	Remove and Dispose 48" Storm Sewer	8 L.F.	\$ 45.00 / L.F.	\$ 360.00
10	Remove and Dispose P.C.C. Pavement	235 S.Y.	\$ 4.50 / S.Y.	\$ 1,057.50
11	Remove and Dispose 4' Tall Chain Link Fence	310 L.F.	\$ 5.00 / L.F.	\$ 1,550.00
12	Remove, Salvage and Relocate 4' Tall Chain Link Fence	140 L.F.	\$ 12.00 / L.F.	\$ 1,680.00
13	Remove and Salvage Playground Equipment	1 EA.	\$ 8,000.00 / EA.	\$ 8,000.00
14	Remove and Dispose Sand Volleyball Court and Equipment	1 EA.	\$ 2,000.00 / EA.	\$ 2,000.00
<b>Infrastructure Installation:</b>				
15	30" Storm Sewer Plug, In Place	2 EA.	\$ 800.00 / EA.	\$ 1,600.00
16	Flowable Fill In Abandoned Storm Sewer, In Place	25 C.Y.	\$ 240.00 / C.Y.	\$ 6,000.00
17	Construct 5' x 5' Junction Box w/ Weir, In Place	1 EA.	\$11,000.00 / EA.	\$ 11,000.00
18	Construct 54" I.D. Storm Sewer Manhole, In Place	30 V.F.	\$ 750.00 / V.F.	\$ 22,500.00
19	Construct 54" I.D. Flat Top Storm Sewer Manhole, In Place	10 V.F.	\$ 800.00 / V.F.	\$ 8,000.00
20	Construct 60" I.D. Flat Top Storm Sewer Manhole, In Place	6 V.F.	\$ 850.00 / V.F.	\$ 5,100.00
21	Standard Manhole Ring and Cover, In Place	5 EA.	\$ 500.00 / EA.	\$ 2,500.00

Payment Recommendation No. 10  
Thompson Creek Channel Rehabilitation Group B – Channel Reconstruction  
June 13, 2016  
Page 2

Item	Description	Approx. Quantities		Unit Price			Amount
22	Construct 24" - 30" Concrete Collar, In Place	3	EA.	\$ 1,600.00	/	EA.	\$ 4,800.00
23	Construct 24" HDPE Storm Sewer w/ Bedding, in Place	87	L.F.	\$ 175.00	/	L.F.	\$ 15,225.00
24	Construct 30" HDPE Storm Sewer w/ Bedding, In Place	110	L.F.	\$ 125.00	/	L.F.	\$ 13,750.00
25	Construct 30" RCP Storm Sewer, Class III, W/ Bedding, In Place	220	L.F.	\$ 200.00	/	L.F.	\$ 44,000.00
26	Construct 42" HDPE Storm Sewer w/ Bedding, In Place	17	L.F.	\$ 225.00	/	L.F.	\$ 3,825.00
27	Construct Type II Curb Inlet, In Place	1	EA.	\$ 7,500.00	/	EA.	\$ 7,500.00
28	Construct Type III Curb Inlet, In Place	1	EA.	\$ 7,500.00	/	EA.	\$ 7,500.00
29	Construct Edgewood Boulevard Culvert Dissipation Structure	1	EA.	\$20,000.00	/	EA.	\$ 20,000.00
30	Storm Sewer Anchor System, In Place	10	EA.	\$ 1,000.00	/	EA.	\$ 10,000.00
31	Construct SAFL Baffle System, In Place	4	EA.	\$ 1,800.00	/	EA.	\$ 7,200.00
32	Type "B" Riprap w/ Geotextile Fabric, In Place	296.1	TON	\$ 36.00	/	TON	\$ 10,659.60
33	Construct 4" P.C.C. Sidewalk Pavement, In Place	84	S.Y.	\$ 5.00	/	S.Y.	\$ 420.00
34	Construct 6" P.C.C. Driveway Pavement, In Place	85	S.Y.	\$ 6.00	/	S.Y.	\$ 510.00
35	Construct 7" P.C.C. Pavement, In Place	96	S.Y.	\$ 12.00	/	S.Y.	\$ 1,152.00
<b>Special Treatments:</b>							
36	Geo-Wrapped Soil Lifts, In Place	2,174	S.F.	\$ 25.00	/	S.F.	\$ 54,350.00
37	Creek Toe Stone Revetment and Bedding, In Place	2,000	L.F.	\$ 35.00	/	L.F.	\$ 70,000.00
38	Wetland Soil Amendment, In Place	2,995	C.Y.	\$ 10.00	/	C.Y.	\$ 29,950.00
39	Cross-Vane Grade Control Structure, In Place	13	EA.	\$ 5,000.00	/	EA.	\$ 65,000.00
40	Gabion Baskets W/ Recycled Stone, In Place	67	C.Y.	\$ 105.00	/	C.Y.	\$ 7,035.00
41	Tensor Bionet C125BN (Or Approved Equal, In Place	4,400	S.Y.	\$ 2.75	/	S.Y.	\$ 12,100.00
42	Tensor Bionet SC150BN (Or Approved Equal), In Place	31,592	S.Y.	\$ 2.00	/	S.Y.	\$ 63,184.00
<b>Erosion Control:</b>							
43	Maintain and Remove Stabilized Construction Entrance	3	EA.	\$ 1,500.00	/	EA.	\$ 4,500.00
44	Maintain and Remove Inlet Filters	14	EA.	\$ 125.00	/	EA.	\$ 1,750.00
45	Maintain Fabric Silt Fence, In Place	3,390	L.F.	\$ 2.50	/	L.F.	\$ 8,475.00
46	Remove and Dispose Fabric Silt Fence	3,390	L.F.	\$ 1.00	/	L.F.	\$ 3,390.00
47	Water Management, Complete	1	L.S.	\$98,400.00	/	L.S.	\$ 98,400.00
48	United Seed Super Turf 2 Permanent Seed w/ Straw Mulch	3.0	AC.	\$ 3,000.00	/	AC.	\$ 9,000.00
49	Maintain and Remove Orange Safety Fence	430	L.F.	\$ 1.00	/	L.F.	\$ 430.00

## Page 3

Item	Description	Approx. Quantities	Unit Price	Amount
<b>Planting:</b>				
50	Stream Bank Seeding, In Place	0.46 AC.	\$ 3,500.00 / AC.	\$ 1,610.00
51	Low Prairie Seeding, In Place	1.47 AC.	\$ 2,800.00 / AC.	\$ 4,116.00
52	Upland Prairie Seeding, In Place	2.75 AC.	\$ 2,000.00 / AC.	\$ 5,500.00
53	Wet Meadow Seeding, In Place	0.7 AC.	\$ 3,000.00 / AC.	\$ 2,100.00
54	Access Path Seeding, In Place	0.1 AC.	\$20,000.00 / AC.	\$ 2,000.00
55	Willow Live Stakes, In Place	2,050 EA.	\$ 20.00 / EA.	\$ 41,000.00
56	Install 1-1/2" Caliper trees, In Place	7 EA.	\$ 450.00 / EA.	\$ 3,150.00
57	Install Six Feet Tall Conifer Trees, In Place	4 EA.	\$ 450.00 / EA.	\$ 1,800.00
58	Deep Cell Plugs, In Place	1,600 EA.	\$ 10.00 / EA.	\$ 16,000.00
59	Year One Maintenance For Project Area	0 L.S.	\$15,000.00 / L.S.	\$ 0.00
60	Year Two Maintenance For Project Area	0 L.S.	\$10,000.00 / L.S.	\$ 0.00
61	Year Three Maintenance For Project Area	0 L.S.	\$ 8,000.00 / L.S.	\$ 0.00
<b>Parkland Amenities:</b>				
62	Reinstall Salvaged Playground Equipment at Triangle Park	1 EA.	\$87,155.56 / EA.	\$ 87,155.56
63	Construct Volleyball Court, In Place	1 EA.	\$14,000.00 / EA.	\$ 14,000.00
64	Install New 42" Tall Galvanized Chain Link Fence, In Place	120 L.F.	\$ 12.00 / L.F.	\$ 1,440.00
65	Install Six Feet Tall, White PVC Privacy Fence, In Place	60 L.F.	\$ 20.00 / L.F.	\$ 1,200.00
<b>Hourly Rates:</b>				
66	Labor	16 HRS	\$ 40.00 / HRS	\$ 640.00
67	CAT 257B (Or Equivalent) W/ Operator	16 HRS	\$ 95.00 / HRS	\$ 1,520.00
68	CAT 225 (Or Equivalent) W/ Operator	16 HRS	\$ 150.00 / HRS	\$ 2,400.00
69	CAT D7 (Or Equivalent) W/ Operator	16 HRS	\$ 140.00 / HRS	\$ 2,240.00
70	CAT 977 (Or Equivalent) W/ Operator	16 HRS	\$ 140.00 / HRS	\$ 2,240.00
71	Side Dump Truck (Or Equivalent) W/ Operator	16 HRS	\$ 110.00 / HRS	\$ 1,760.00
<b>SUBTOTAL</b>				<b>\$1,362,239.66</b>
<b>Additions per Change Order No. 2:</b>				
2.1	Repair of Grade Control Structure Upstream from 72 <sup>nd</sup> Street	1 EA.	\$11,901.35 / EA.	\$ 11,901.35
2.2	Drain Tile Extensions from Residences	1 L.S.	\$6,095.00 / L.S.	\$ 6,095.00
2.3	Additional Finish Grading on Residential Properties	1 L.S.	\$2,300.00 / L.S.	\$ 2,300.00
<b>TOTAL ADDITION PER CHANGE ORDER NO. 2</b>				<b>\$ 20,296.35</b>
<b>TOTAL</b>				<b>\$1,382,536.01</b>
<b>LESS 5% RETAINED</b>				<b>\$ 69,126.80</b>
<b>LESS PREVIOUS PAYMENT</b>				
<b>RECOMMENDATIONS</b>				<b>\$1,032,673.32</b>

Payment Recommendation No. 10  
Thompson Creek Channel Rehabilitation Group B – Channel Reconstruction  
June 13, 2016  
Page 4

Deductions per Change Order No. 1:

October 9, 2015 Completion Date				
October 19 to December 23 (Complete)	66 days	\$ 100.00 / day	(\$ 6,600.00)	
November 1, 2015 Completion Date				
November 9 to December 23 and	134			
March 14 to June 10	days	\$ 100.00 / day	(\$ 13,400.00)	
May 1, 2016 Completion Date				
May 9 to June 10	33 days	\$ 100.00 / day	(\$ 3,300.00)	
<b>TOTAL DEDUCTION TO DATE</b>			<b>(\$ 23,300.00)</b>	
<b>AMOUNT DUE CONTRACTOR</b>			<b>\$ 257,435.89</b>	

We recommend that payment in the amount of \$257,435.89 be made to Anderson Excavating Co.

Respectfully submitted,



Bradley P. Huyck, P.E.  
Project Engineer

THOMPSON, DREESSEN & DORNER, INC.

BPH/tjp

cc: Anderson Excavating Co.

↑ O.K. to pay  
JMK 6-13-2016

SPLITS TO:

05.71.0871.03 (NET) \$ 84,257.47  
05.71.0870.03 (NRD) \$ 167,342.55  
05.71.0855.03 (City) \$ 5,835.87

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 19, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CHANGE ORDER NO. 1 CITY PARKING DISTRICT ACCESS IMPROVEMENTS PORTSIDE PARKWAY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared to approve a change order to the contract with MBC Construction Co., Inc. of Omaha, Nebraska to provide for changes in storm sewer construction items and addition of street lighting conduit repairs. The change order will increase the contract price by \$1,137.01.

**FISCAL IMPACT**

Funding has been included in the CIP for this project in the FY 2016 Budget. It is identified as Project PWST-16-002. The total contract price with MBC increases from \$928,548.54 to \$929,548.54.

**RECOMMENDATION**

Ratify and Approve Resolution 16-062.

**BACKGROUND**

During construction it was found that connection to existing storm sewers could be done in a different manner that would reduce the cost of storm sewer items. It was also found that an existing street lighting conduit was in conflict with proposed street and storm sewer construction which required additional work to resolve the conflict. The net effect of the increases and decreases is the addition of \$1,137.01. There is no change to the contract completion dates as a result of this change order.

**RESOLUTION NO. 16-062**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH MBC CONSTRUCTION CO., INC., OMAHA, NEBRASKA, FOR CHANGES IN STORM SEWER CONSTRUCTION ITEMS AND ADDITION OF STREET LIGHTING CONDUIT REPAIRS IN AN AMOUNT NOT TO EXCEED \$1,137.10.

WHEREAS, the City has determined it is necessary to make changes in storm sewer construction items and the addition of street lighting conduit repairs; and

WHEREAS, the FY16 Capital Fund Budget provides funding for this change order in the amount of \$1,137.01.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for a change order to the contract with MBC Construction Co., Inc., Omaha Nebraska, for changes in storm sewer construction items and addition of street lighting conduit repairs in an amount not to exceed \$1,137.10.

PASSED AND APPROVED THIS 19TH DAY OF JULY, 2016.

CITY OF LA VISTA

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

ATTEST:

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

# Change Order

No. **1**

Date of Issuance: May 31, 2016

Effective Date: May 31, 2016

Project: City Parking District Access Improvements - Items 1-55	Owner: City of LaVista	Owner's Contract No.: N/A
Contract: City Parking District Access Improvements - Items 1-55		Date of Contract: 3/28/16
Contractor: MBC Construction		Engineer's Project No. C14-2258

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

Description: Add to contract for the costs associated with the following attachment and back-up documents from MBC Construction.

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$928,411.53

Increase from previously approved Change Orders No. 0 to No. 1:

\$N/A

Contract Price prior to this Change Order:

\$928,411.53

Increase of this Change Order:

\$1,137.01

Contract Price incorporating this Change Order

\$929,548.54

**CHANGE IN CONTRACT TIMES:**

Original Contract Times:

☐ Working days

☐ Calendar days

Substantial completion (date): No Change

Ready for final payment (date): No Change

No Change from previously approved Change Orders  
No. 0 to No. 1:

Substantial completion (days): No Change

Ready for final payment (days): No Change

Contract Times prior to this Change Order:

Substantial completion (date): No Change

Ready for final payment (date): No Change

Increase of this Change Order:

Substantial completion (days): No Change

Ready for final payment (days): No Change

Contract Times with all approved Change Orders:

Substantial completion (date): No Change

Ready for final payment (date): No Change

**RECOMMENDED:**

By: [Signature]  
Construction Manager (Authorized Signature)

Date: 5/31/16

Approved by Funding Agency (if applicable):  
\_\_\_\_\_

CC:

**ACCEPTED:**

By: [Signature]  
Contractor (Authorized Signature)

Date: 6/8/16


**ACCEPTED:**

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

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

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



		City Parking District Access Improvements - Items 1-55 Change Order No. 1 Attachment #1					
Owner: City of LaVista Parking Improvements		OA Project # C14-2258				Prepared By: Stacy Zablocki/Justin Feik	
Contractor: MBC Construction		May 31, 2016					
B	C	D	E	G	H	I	
Item No.	Description	Pay Unit	Contract Qty(S) Prior to this Change Order	Qty(s) Adjustment Per This Change Order	Contract Qty(S) Per this Change Order	CONSTR Unit Price	Change Order No. 1 Costs (G*H)
BID SECTION CHANGES:							
7	REMOVE CURB INLET	EA	2.00	(1.00)	1.00	\$ 821.58	\$ (821.58)
21	CONSTRUCT 30" RCP, CLASS III	LF	23.00	(26.00)	(3.00)	\$ 75.04	\$ (1,951.04)
22	CONSTRUCT 30" CONCRETE COLLAR	EA	1.00	(1.00)	-	\$ 520.34	\$ (520.34)
23	TAP EXISTING STORM SEWER MANHOLE	EA	1.00	(1.00)	-	\$ 575.11	\$ (575.11)
45	REMOVE AND REPLACE CONCRETE PAVEMENT	EA	340.00	(36.00)	304.00	\$ 76.68	\$ (2,760.48)
53	REMOVE 15" TO 18" SEWER PIPE	SY	30.00	(8.00)	22.00	\$ 21.91	\$ (175.28)
54	INSTALL CONSTRUCTION FENCE	LF	(14.00)	(14.00)	(28.00)	\$ 27.39	\$ (383.46)
CHANGE ORDER NO.1							
X1-1	CONVERT INLET TO MH IN CABELA'S LOT	EA	0	1	1.00	\$ 2,180.00	\$ 2,180.00
X1-2	18" COLLAR FOR CURB INLET #10	EA	0	1	1.00	\$ 525.00	\$ 525.00
X1-3	REMOVE UNSUITABLE SOIL @ WESTPORT PARKWAY	CY	0	71	70.50	\$ 7.00	\$ 493.50
X1-4	FABRIC/ROCK BASE FOR PAVEMENT	TN	0	78	78.00	\$ 35.00	\$ 2,730.00
X1-5	CONDUIT REPAIRS	LF	0	200	200.00	\$ 10.89	\$ 2,395.80
						TOTAL	\$ 1,137.01
						Original Contract Cost	\$ 928,411.53
						Change Order No. 1	\$ 1,137.01
						Total Contract Costs	\$ 929,548.54
F:\Projects\014-2258\60-Construction\Contract Documents\Change Order\MBC\CO #1\Attachment #1 (CO NO. 1).xls\CO #1							

## APPLICATION AND CERTIFICATION FOR PAYMENT

SHEET 702

PAGE 1

## TO ENGINEER:

Olsson Associates  
2111 S. 67th Street Suite 200  
Omaha, NE 68106

## FROM CONTRACTOR:

MBC Construction  
3108 South 67th Street  
Omaha, NE 68106

PROJECT: City of La Vista  
City Parking District  
Access Improvements

APPLICATION NO: 2

Distribution to:

<input checked="" type="checkbox"/>	ENGINEER
<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	
<input type="checkbox"/>	

PERIOD TO: \_\_\_\_\_

PROJECT NOS: C14-2258CONTRACT DATE 3/28/2016CONTRACT FOR: City Parking District Access Improvements - Items 1-55

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

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:

By: Date: 6-8-16

1. ORIGINAL CONTRACT SUM	\$	<u>928,411.53</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>928,411.53</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on 703)	\$	<u>147,887.87</u>

## 5. RETAINAGE:

a. 10 % of Completed Work \$ 14,788.79  
(Column D + E on 703)  
b. \_\_\_\_\_ % of Stored Material \$ \_\_\_\_\_  
(Column F on 703)  
Total Retainage (Lines 5a + 5b or

Total in Column I of 703) \$ 133,099.086. TOTAL EARNED LESS RETAINAGE  
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>16,085.87</u>
8. CURRENT PAYMENT DUE	\$	<u>117,013.21</u>
9. BALANCE TO FINISH	\$	<u>795,312.45</u>


## CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer'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 ..... \$ 117,013.21

O.K. to pay  
MIC 6-10-2016  
05,71.0899.03

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

By:  Date: 5/31/2016

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

Consent 6/21/16

B-9

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by GC	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

City of La Vista  
c/o Olsson & Associates  
2111 S 67th St., Ste 200  
Omaha, NE 68106

EST # 1602.02  
DATE 5/26/2016

NAME: City Parking Dist. Access Improve. bid: 3/4/16  
PWST 16-002  
125th & Westport Parkway E&A

ITEM NO.	DESCRIPTION	ok Quantity	Unit	BID		PRIOR		CURRENT		Total to Date	
				UNIT \$	EXT	UNITS	\$	UNITS	\$	UNITS	\$
1	Mobilization	1	LS	\$ 50,433.65	\$ 50,433.65	0.1	\$5,043.37	0.2	\$10,086.73	0.3	\$15,130.10
2	Install Silt Fence	200	LF	\$ 2.74	\$ 548.00		\$0.00	101	\$276.74	101	\$276.74
3	Install Curb Inlet Protection	6	EA	\$ 473.86	\$ 2,843.16		\$0.00	2	\$947.72	2	\$947.72
4	Install Const Entrance	2	EA	\$ 1,095.44	\$ 2,190.88		\$0.00	0	\$0.00		\$0.00
5	Clear/Grub - General	1	LS	\$ 5,477.22	\$ 5,477.22	0.1	\$547.72	0.1	\$547.72	0.2	\$1,095.44
6	Clear/Grub-Trees > 9"-18" Dia	3	EA	\$ 328.63	\$ 985.89	3	\$985.89	0	\$0.00	3	\$985.89
7	Remove Curb Inlet	2	EA	\$ 821.58	\$ 1,643.16		\$0.00	1	\$821.58	1	\$821.58
8	Remove Pavement	1333	SY	\$ 13.15	\$ 17,528.95		\$0.00	1387	\$18,239.05	1387	\$18,239.05
9	Remove Sidewalk	170	SF	\$ 1.10	\$ 187.00		\$0.00	170	\$187.00	170	\$187.00
10	Remove Curb	172	LF	\$ 8.22	\$ 1,413.84		\$0.00	0	\$0.00		\$0.00
11	Excavation Haul-Off	7923	CY	\$ 4.22	\$ 33,435.06		\$0.00	1500	\$6,330.00	1500	\$6,330.00
12	Subgrade Prep	6489	SY	\$ 3.30	\$ 21,413.70		\$0.00	1430	\$4,719.00	1430	\$4,719.00
13	6" PCC Type L65	1329	SY	\$ 40.52	\$ 53,851.08		\$0.00	1430	\$57,943.60	1430	\$57,943.60
14	9" PCC Type L65	5200	SY	\$ 47.17	\$ 245,284.00		\$0.00	0	\$0.00		\$0.00
15	6" PCC Sidewalk	8548	SF	\$ 4.77	\$ 40,773.96		\$0.00	0	\$0.00		\$0.00
16	Const Curb Ramp	688	SF	\$ 11.39	\$ 7,836.32		\$0.00	0	\$0.00		\$0.00
17	Const Det Warning Panel	134	SF	\$ 21.91	\$ 2,935.94		\$0.00	0	\$0.00		\$0.00
18	15" RCP, CI III	185	LF	\$ 39.98	\$ 7,396.30		\$0.00	230	\$9,195.40	230	\$9,195.40
19	18" RCP, CI III	452	LF	\$ 42.17	\$ 19,060.84		\$0.00	0	\$0.00		\$0.00
20	24" RCP, CI III	135	LF	\$ 53.68	\$ 7,246.80		\$0.00	0	\$0.00		\$0.00
21	30" RCP, CI III	26	LF	\$ 75.04	\$ 1,951.04		\$0.00	0	\$0.00		\$0.00
22	Const 30" PCC Collar	1	EA	\$ 520.34	\$ 520.34		\$0.00	0	\$0.00		\$0.00
23	Tap Ex Storm Sewer MH	1	EA	\$ 575.11	\$ 575.11		\$0.00	0	\$0.00		\$0.00
24	60" ID St MH	13	VF	\$ 690.13	\$ 8,971.69		\$0.00	6.7	\$4,623.87	6.7	\$4,623.87
25	72" ID St MH	10	VF	\$ 712.04	\$ 7,120.40		\$0.00	0	\$0.00		\$0.00
26	Adj MH to Grade	3	EA	\$ 273.86	\$ 821.58		\$0.00	1	\$273.86	1	\$273.86
27	Curb Inlet w/Face Armor, Type I	5	EA	\$ 2,000.00	\$ 10,000.00		\$0.00	0	\$0.00		\$0.00
28	Curb Inlet w/Face Armor, Type II	1	EA	\$ 2,000.00	\$ 2,000.00		\$0.00	0	\$0.00		\$0.00
29	Curb Inlet w/Face Armor, Type III	4	EA	\$ 2,000.00	\$ 8,000.00		\$0.00	0	\$0.00		\$0.00
30	Install Ext Frame Seal	4	EA	\$ 438.18	\$ 1,752.72		\$0.00	1	\$438.18	1	\$438.18
31	Perform CCTV Pipeline Inspection	798	LF	\$ 1.10	\$ 877.80		\$0.00	230	\$253.00	230	\$253.00
32	Clean St Sewer Pipe	798	LF	\$ 0.55	\$ 438.90		\$0.00	0	\$0.00		\$0.00

33	Install Seeding - Type A -	1	AC	\$	2,190.89	\$	2,190.89	\$0.00	0.25	\$547.72	0.25	\$547.72
34	Install Rolled Erosion Ctrl-Type i	2410	SY	\$	1.15	\$	2,771.50	\$0.00	602	\$692.30	602	\$692.30
35	Install Sodding	11886	SF	\$	0.82	\$	9,746.52	\$0.00	0	\$0.00		\$0.00
36	Const 42" Wrought Iron Fence	311	LF	\$	63.37	\$	19,708.07	\$0.00	0	\$0.00		\$0.00
37	Per Pref Tape-Type 4,5" Ylw Groov	3426	LF	\$	3.83	\$	13,121.58	\$0.00	0	\$0.00		\$0.00
38	Per Pref Tape-Type 4,5" Wht Groov	300	LF	\$	3.83	\$	1,149.00	\$0.00	0	\$0.00		\$0.00
39	Per Pref Tape-Type 4,18" Wht Groov	130	LF	\$	14.24	\$	1,851.20	\$0.00	0	\$0.00		\$0.00
40	Per Pref Tape-Type 4,24" Wht Groov	240	LF	\$	18.62	\$	4,468.80	\$0.00	0	\$0.00		\$0.00
41	Perm Pref Tape Sym-"Only"	7	EA	\$	315.49	\$	2,208.43	\$0.00	0	\$0.00		\$0.00
42	Perm Pref Tape Sym-Dir Arrow Wht	3	EA	\$	315.49	\$	946.47	\$0.00	0	\$0.00		\$0.00
43	Install Traf Posts & Signs	12	EA	\$	164.32	\$	1,971.84	\$0.00	0	\$0.00		\$0.00
44	Provide Temp Traffic Control	1	LS	\$	4,222.94	\$	4,222.94	\$0.00	0.2	\$844.59	0.2	\$844.59
45	R/R PCC Pavement	340	SY	\$	76.68	\$	26,071.20	\$0.00	144	\$11,041.92	144	\$11,041.92
46	Const Large Block Ret Wall A	2341	SF	\$	36.28	\$	84,931.48	\$0.00	0	\$0.00		\$0.00
47	Const Large Block Ret Wall B	532	SF	\$	36.28	\$	19,300.96	\$0.00	0	\$0.00		\$0.00
48	Relocate Light Pole	7	EA	\$	2,920.45	\$	20,443.15	2	\$5,840.90	0	2	\$5,840.90
49	Install New Light Pole	12	EA	\$	9,740.69	\$	116,888.28	\$0.00	0	\$0.00		\$0.00
50	Rep Sprinkler Sys	1	LS	\$	11,228.30	\$	11,228.30	\$0.00	0.12	\$1,347.40	0.12	\$1,347.40
51	Landscaping	1	LS	\$	12,049.88	\$	12,049.88	\$0.00	0	\$0.00		\$0.00
52	Perm 4" Parking Lot Stripe	2169	LF	\$	0.44	\$	954.36	\$0.00	0	\$0.00		\$0.00
53	Rem 15"-18" Sewer Pipe	38	LF	\$	21.91	\$	832.58	\$0.00	30	\$657.30	30	\$657.30
54	Rem 27" to 30" Sewer Pipe	14	LF	\$	27.39	\$	383.46	\$0.00	0	\$0.00		\$0.00
55	Install Const. Fence	1	LS	\$	5,455.31	\$	5,455.31	1	\$5,455.31	0	1	\$5,455.31
X1	Convert inlet to MH	1	LS	\$	5,928.50	\$	5,928.50	\$0.00	1	\$5,928.50	1	\$5,928.50
X2	Add 1 conduit	200	LF	\$	11.98	\$	2,396.00	\$0.00	0	\$0.00		\$0.00
				\$928,411.53		\$17,873.19		\$135,943.18				

Items X1 & X2 will be  
billed on Pay App #3 after  
CO #1 is approved.

EARNED TO DATE	\$147,887.87	\$153,816.37
LESS 10% RETENTION		(\$15,381.64)
DUE TO DATE		\$138,434.73
PAID TO DATE		(\$16,085.87)
BALANCE DUE THIS ESTIMATE		\$122,348.86

B-10



May 13, 2016

Mr. Joe Soucie  
City of LaVista Public Works  
9900 Portal Rd.  
La Vista, Nebraska 68128

Re: Papillion Creek Watershed Partnership Watershed Fees

Dear Mr. Soucie:

The District is invoicing all Partnership members for the Watershed Fees collected as agreed to in the 5-year Inter-Local Agreement for the Papillion Creek Watershed Partnership. According to the agreement, all fees collected by each community should be forwarded to the Papio-Missouri River Natural Resources District no later than July 1 of each year of the agreement.

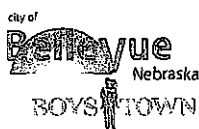
Please make a check payable to the Papio-Missouri River Natural Resources District for the amount of all fees collected and send to my attention. If you have any questions or concerns, please contact me at (402) 444-6222 or [llaster@papionrd.org](mailto:llaster@papionrd.org).

Sincerely,

\$ 116,220.90

Lori Ann Laster, CFM  
Stormwater Management Engineer

CC: Marlin Petermann, Amanda Grint, Carey Fry, P-MRNRD





June 1, 2016

Ms. Cindy Miserez  
Finance Director  
City of La Vista

Via: Interoffice Mail

Cindy:

We have received the attached letter from the Papillion Creek Watershed Partnership requesting payment of the Watershed Fees (aka Storm Water Management Fees ) by July 1. This is in accordance with the Inter-Local Agreement for the Papillion Creek Watershed Partnership. We previously made payment at the June 16, 2015 City Council meeting. The current recommended payment includes a couple of permits that were processed at the end of June 2015 prior to the previous payment. Those are 12720 Westport Parkway and 10651 Chandler Road.

The following is a summary of the properties on which the fees were applicable and have been collected:

12720 Westport Parkway	Boot Barn
10651 Chandler Road	KVI Industrial Bldg
13433 Centech Road	State Steel Addition
13460 Chandler Road	Millenium Building
13232 Centech Road	Dr Pepper Distribution
13010-18 Chandler Plaza	Andover Pointe Apt Bldg 1
12960-66 Chandler Plaza	Andover Pointe Apt Bldg 2
12950-56 Chandler Plaza	Andover Pointe Apt Bldg 3
13106 Chandler Plaza	Andover Pointe Clubhouse

I recommend that payment be made to the Papio-Missouri River Natural Resources District prior to July 1, 2016 in the amount of \$116,220.90 and be sent to the attention of Lori Laster. This would need to go on the June 21 City Council meeting for authorization of payment.

**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: 402-331-4343  
f: 402-331-4375

**Fire**  
8110 Park View Blvd.  
p: 402-331-4748  
f: 402-331-0410

**Golf Course**  
8305 Park View Blvd.  
p: 402-339-9147

**Library**  
9110 Giles Rd.  
p: 402-537-3900  
f: 402-537-3902

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

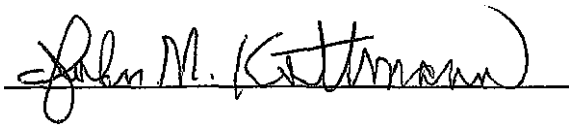
**Public Buildings & Grounds**  
8112 Park View Blvd.  
p: 402-331-4343  
f: 402-331-4375

**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)

Prepared by:

A handwritten signature in black ink, reading "John M. Kottmann", is written over a horizontal line.

John M. Kottmann, City Engineer

Encl

Cc file

Pam Buethe, w/encl

## ACCOUNTS PAYABLE CHECK REGISTER

B-11

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
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1 BK NE CKG MAIN (600-873)

Thru 46442 Payroll Checks  
46447

Thru 46448 Gap in Checks  
121341

121342	6/08/2016	2705	ANDERSON EXCAVATING COMPANY	119,173.80	**MANUAL**
121343	6/08/2016	143	THOMPSON DRESSSEN & DORNER	22,228.58	**MANUAL**
121344	6/08/2016	147	CHRIS MADDEN	1,500.00	**MANUAL**
121345	6/09/2016	1270	PREMIER-MIDWEST BEVERAGE CO	283.90	**MANUAL**
121346	6/09/2016	1194	QUALITY BRANDS OF OMAHA	516.20	**MANUAL**
121347	6/14/2016	156	CREDIT MANAGEMENT SVCS	164.10	**MANUAL**
121348	6/14/2016	4867	VAN RU CREDIT CORPORATION	11.36	**MANUAL**
121349	6/14/2016	441	MESSERLI & KRAMER	285.02	**MANUAL**
121350	6/21/2016	4354	A-RELIEF SERVICES INC	2,070.00	
121351	6/21/2016	3983	ABE'S PORTABLES INC	95.00	
121352	6/21/2016	4332	ACCO UNLIMITED CORP	933.42	
121353	6/21/2016	762	ACTION BATTERIES UNLTD INC	39.95	
121354	6/21/2016	3807	ALADDIN SCREEN PRINTING	72.00	
121355	6/21/2016	571	ALAMAR UNIFORMS	2,124.91	
121356	6/21/2016	188	ASPHALT & CONCRETE MATERIALS	447.62	
121357	6/21/2016	2634	ATLAS AWNING CO INC	250.00	
121358	6/21/2016	3058	BAXTER CHRYSLER DODGE JEEP RAM	218.25	
121359	6/21/2016	4037	BAXTER FORD 144TH & I-80	56.82	
121360	6/21/2016	929	BEACON BUILDING SERVICES	1,375.00	
121361	6/21/2016	4781	BISHOP BUSINESS EQUIPMENT	1,630.55	
121362	6/21/2016	249	BKD LLP	1,700.00	
121363	6/21/2016	196	BLACK HILLS ENERGY	147.82	
121364	6/21/2016	3579	JAMIE BROWN	100.00	
121365	6/21/2016	2625	CARDMEMBER SERVICE-ELAN	32.20	
121366	6/21/2016	226	CARNAHAN EVANS CANTWELL & BROWN	75.00	
121367	6/21/2016	219	CENTURY LINK	572.53	
121368	6/21/2016	2540	CENTURY LINK BUSN SVCS	85.36	
121369	6/21/2016	301	CITY OF PAPILLION	150,654.00	
121370	6/21/2016	3815	CIVICPLUS	14,829.18	
121371	6/21/2016	431	CLASS C SOLUTIONS GROUP	282.41	
121372	6/21/2016	316	KEVIN COBLE	400.00	
121373	6/21/2016	4615	CONSOLIDATED MANAGEMENT	584.16	
121374	6/21/2016	2158	COX COMMUNICATIONS	143.00	
121375	6/21/2016	707	CULLIGAN OF OMAHA	47.00	
121376	6/21/2016	2149	DOUGLAS COUNTY SHERIFF'S OFC	100.00	
121377	6/21/2016	3193	ED ROEHR SAFETY PRODUCTS CO	395.00	
121378	6/21/2016	246	EXPRESS DISTRIBUTION LLC	112.11	
121379	6/21/2016	1256	FIRST NATIONAL BANK FREMONT	6,601.67	
121380	6/21/2016	3415	FOCUS PRINTING	78.75	
121381	6/21/2016	1344	GALE	164.18	
121382	6/21/2016	4644	GARROD, MANDY	100.27	
121383	6/21/2016	53	GCR TIRES & SERVICE	87.00	
121384	6/21/2016	966	GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED** **VOIDED**



BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
121385	6/21/2016	966 GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**	
121386	6/21/2016	966 GENUINE PARTS COMPANY-OMAHA	2,099.18			
121387	6/21/2016	285 GRAYBAR ELECTRIC COMPANY INC	199.70			
121388	6/21/2016	4086 GREAT PLAINS UNIFORMS	2,490.00			
121389	6/21/2016	1044 H & H CHEVROLET LLC	236.13			
121390	6/21/2016	426 HANEY SHOE STORE	150.00			
121391	6/21/2016	3775 HARTS AUTO SUPPLY	302.80			
121392	6/21/2016	797 HOBBY LOBBY STORES INC	290.15			
121393	6/21/2016	2888 HOME DEPOT CREDIT SERVICES	472.02			
121394	6/21/2016	526 HOST COFFEE SERVICE INC	25.75			
121395	6/21/2016	2307 INFOGROUP	1,250.00			
121396	6/21/2016	2323 INGRAM LIBRARY SERVICES	1,871.57			
121397	6/21/2016	162 INLAND TRUCK PARTS	4.02			
121398	6/21/2016	1896 J Q OFFICE EQUIPMENT INC	33.00			
121399	6/21/2016	2394 KRIHA FLUID POWER CO INC	30.77			
121400	6/21/2016	443 LISA LAIRD	335.00			
121401	6/21/2016	381 LANDS' END BUSINESS OUTFITTERS	275.79			
121402	6/21/2016	4330 LARSEN SUPPLY COMPANY	136.78			
121403	6/21/2016	442 LCW PRODUCTIONS	300.00			
121404	6/21/2016	2664 LQU'S SPORTING GOODS	319.25			
121405	6/21/2016	263 LOVELAND GRASS PAD	2,523.22			
121406	6/21/2016	4560 LOWE'S CREDIT SERVICES	1,012.36			
121407	6/21/2016	444 BOB MARCEAU	151.47			
121408	6/21/2016	4361 MASTER MECHANICAL SERVICE INC	93.00			
121409	6/21/2016	346 MAX I WALKER UNIFORM RENTAL	569.90			
121410	6/21/2016	284 MAGIE MC COMBS	600.00			
121411	6/21/2016	4943 MENARDS-RALSTON	426.12			
121412	6/21/2016	153 METRO AREA TRANSIT	403.00			
121413	6/21/2016	553 METROPOLITAN UTILITIES DIST.	676.49			
121414	6/21/2016	98 MICHAEL TODD AND COMPANY INC	635.38			
121415	6/21/2016	2299 MIDWEST TAPE	368.30			
121416	6/21/2016	1050 MILLER PRESS	135.00			
121417	6/21/2016	2818 MULHALL'S	2,185.06			
121418	6/21/2016	3871 NATIONAL RESEARCH CENTER INC	2,550.00			
121419	6/21/2016	440 NMC EXCHANGE LLC	60.47			
121420	6/21/2016	179 NUTS AND BOLTS INCORPORATED	68.10			
121421	6/21/2016	1831 O'REILLY AUTOMOTIVE STORES INC	74.80			
121422	6/21/2016	1808 OCLC INC	123.61			
121423	6/21/2016	1014 OFFICE DEPOT INC	278.08			
121424	6/21/2016	195 OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**	
121425	6/21/2016	195 OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**	
121426	6/21/2016	195 OMAHA PUBLIC POWER DISTRICT	51,519.15			
121427	6/21/2016	46 OMAHA WORLD-HERALD	1,456.51			
121428	6/21/2016	109 OMNIGRAPHICS INC	163.70			
121429	6/21/2016	3039 PAPILLION SANITATION	984.34			
121430	6/21/2016	74 PITNEY BOWES GLOBAL FIN SVCS	526.71			
121431	6/21/2016	1784 PLAINS EQUIPMENT GROUP	535.93			
121432	6/21/2016	4562 JOE PUTJENTER	1,500.00			
121433	6/21/2016	172 QP ACE HARDWARE	.00	**CLEARED**	**VOIDED**	
121434	6/21/2016	172 QP ACE HARDWARE	.00	**CLEARED**	**VOIDED**	
121435	6/21/2016	172 QP ACE HARDWARE	.00	**CLEARED**	**VOIDED**	
121436	6/21/2016	172 QP ACE HARDWARE	.00	**CLEARED**	**VOIDED**	
121437	6/21/2016	172 QP ACE HARDWARE	.00	**CLEARED**	**VOIDED**	

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
121438	6/21/2016	172 QP ACE HARDWARE	1,621.28			APPROVED BY COUNCIL MEMBERS
121439	6/21/2016	3139 RECORDED BOOKS, LLC	19.99			06/21/16
121440	6/21/2016	4133 ROTELLA'S ITALIAN BAKERY	111.74			
121441	6/21/2016	1034 SCHEMME ASSOCIATES INC	1,728.47			
121442	6/21/2016	503 SCHOLASTIC LIBRARY PUBLISHING	614.00			
121443	6/21/2016	738 SIGN IT	255.00			
121444	6/21/2016	3838 SPRINT	643.30			
121445	6/21/2016	4335 STOLTENBERG NURSERIES	305.00			COUNCIL MEMBER
121446	6/21/2016	264 TED'S MOWER SALES & SERVICE	2.02			
121447	6/21/2016	961 TIELKE'S SANDWICHES	59.72			
121448	6/21/2016	161 TRACTOR SUPPLY CREDIT PLAN	67.98			
121449	6/21/2016	4869 TRANS UNION RISK AND	25.00			
121450	6/21/2016	4979 UNITE PRIVATE NETWORKS LLC	3,850.00			
121451	6/21/2016	2455 UNITED RENT-ALL	1,569.87			COUNCIL MEMBER
121452	6/21/2016	3413 VERNON COMPANY	812.27			
121453	6/21/2016	766 VIERREGGER ELECTRIC COMPANY	120.00			

2856901  
Thru 2875701

## Payroll Checks

1260994	6/17/2016	5017 EFTPS	76,023.70			**E-PAY**
1260995	6/17/2016	5018 NE STATE INCOME TAX	11,127.23			**E-PAY**
1260996	6/17/2016	5019 ICMA PAYROLL	37,046.52			**E-PAY**
1260997	6/17/2016	5020 NE CHILD SUPPORT PAYMENT CTR	715.08			**E-PAY**
1260998	6/17/2016	5023 LFOP DUES	1,340.00			**E-PAY**
1260999	6/17/2016	5024 POLICE INSURANCE	261.89			**E-PAY**
1261000	6/17/2016	5025 529 CSP	50.00			**E-PAY**

BANK TOTAL	549,580.79
OUTSTANDING	549,580.79
CLEARED	.00
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
01 GENERAL FUND	340,950.56	340,950.56	.00	.00
02 SEWER FUND	12,525.32	12,525.32	.00	.00
04 BOND(S) DEBT SERVICE FUND	29,496.67	29,496.67	.00	.00
05 CONSTRUCTION	141,814.01	141,814.01	.00	.00
08 LOTTERY FUND	16,212.44	16,212.44	.00	.00
09 GOLF COURSE FUND	5,755.32	5,755.32	.00	.00
14 ECONOMIC DEVELOPMENT	902.50	902.50	.00	.00
15 OFF-STREET PARKING	1,615.68	1,615.68	.00	.00
16 REDEVELOPMENT	308.29	308.29	.00	.00

REPORT TOTAL	549,580.79
OUTSTANDING	549,580.79
CLEARED	.00
VOIDED	.00

+ Gross Payroll 06/17/16	401,166.40
- Payroll EFT Payments	126,564.42
GRAND TOTAL	\$824,182.77

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 19, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPLICATION FOR REZONING LOTS 1-7, BRENTWOOD CROSSING, LOTS 8B & 8C, BRENTWOOD CROSSING REPLAT NO. 1, LOTS 8A1, 8A2, 8A3 & 8A4, BRENTWOOD CROSSING REPLAT NO. 2, AND PORTIONS OF TAX LOT 12, 14-12-12 (SE OF 84 <sup>TH</sup> ST. & SUMMER DR.)	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled and an ordinance prepared for the rezoning of approximately 34.93 acres located generally southeast of 84<sup>th</sup> Street and Summer Drive.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A public hearing has been scheduled to consider a rezoning application by La Vista City Center LLC, on behalf of the property owners, Brentwood Crossing Associates, Brentwood Crossing Associates II, Brentwood Crossing Associates III, and the City of La Vista (portions of the golf course property), for approximately 34.93 acres identified as Lots 1-7 Brentwood Crossing, Lots 8B & 8C, Brentwood Crossing Replat No. 1, Lots 8A1, 8A2, 8A3 & 8A4, Brentwood Crossing Replat No. 2, and portions of Tax Lot 12, 14-12-12 (to be replatted as proposed Lots 1-17 and Outlots A-C, La Vista City Centre). The property is generally southeast of 84<sup>th</sup> Street and Summer Drive.

The property is currently zoned C-1 Shopping Center Commercial with the Gateway Corridor Overlay District. The applicant has requested rezoning to MU-CC Mixed Use City Centre District in connection with its acquisition of the property for the purpose of a redevelopment project. Approval will be subject to recording of the final plat, subdivision agreement and redevelopment agreement.

A detailed staff report is attached.

The Planning Commission held a public hearing on June 2, 2016, and unanimously recommended approval of the rezoning, subject to recording of the final plat, subdivision agreement and redevelopment agreement, as the rezoning request is consistent with the Comprehensive Plan and the Zoning Regulations.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

Section 1. Approval of Rezoning. On June 2, 2016, the La Vista Planning Commission conducted a public hearing on the matter of rezoning the tract of land set forth in Section 2 of this ordinance and reported to the City Council that it recommended approval of the zoning of said tract be changed from "C-1" Shopping Center Commercial District, Gateway Corridor District (Overlay District) to "MU-CC" Mixed Use City Centre District, subject to recording of the final plat, subdivision agreement and redevelopment agreement for the tract. On June 21, 2016, the City Council held a public hearing on said proposed change in zoning and found and determined that said proposed changes in zoning are advisable and in the best interests of the City. The City Council further found and determined that public hearings were duly held and notices pursuant to Section 9.01 of the Zoning Ordinance and otherwise were duly given, including published notice, written notice to adjacent property owners and notice posted at the property. The City Council hereby approves said proposed changes in zoning as set forth in Section 2 of this ordinance.

Section 2. Amendment of the Official Zoning Map. Pursuant to Article 3 of the Zoning

Ordinance, the following described tract of land is hereby rezoned from "C-1" Shopping Center Commercial District, Gateway Corridor District (Overlay District) to "MU-CC" Mixed Use City Centre District, and the Official Zoning Map of the City of La Vista is hereby amended to reflect the changes in zoning of the following described tract of land from "C-1" Shopping Center Commercial District, Gateway Corridor District (Overlay District) to "MU-CC" Mixed Use City Centre District, subject to recording of the final plat, subdivision agreement and redevelopment agreement for such tract with the Sarpy County Register of Deeds on or before November 1, 2016:

A TRACT OF LAND LOCATED IN SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND BEING A PART OF TAX LOT 12 LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TAX LOT 12, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE ON AN ASSUMED BEARING OF N02°22'12"E ON THE EAST RIGHT-OF-WAY LINE OF 84TH STREET, 55.20 FEET; THENCE N87°27'28"E, 217.26 FEET; THENCE S57°58'55"E, 96.96 FEET TO A POINT ON THE SOUTH LINE OF SAID TAX LOT 12; THENCE S87°27'28"W ON SAID SOUTH LINE, 301.84 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 14,275.29 SQ. FT. OR 0.328 ACRES MORE OR LESS.

A TRACT OF LAND BEING A PART OF TAX LOT 12 LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 2:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TAX LOT 12, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE ON AN ASSUMED BEARING OF N87°27'28"E ON SAID SOUTH LINE OF TAX LOT 12, 541.84 FEET TO THE POINT OF BEGINNING; THENCE N58°06'08"E,

112.19 FEET; THENCE N87°27'28"E, 191.50 FEET; THENCE S02°33'02"E, 55.00 FEET TO A POINT ON SAID SOUTH LINE OF TAX LOT 12; THENCE S87°27'28"W ON SAID SOUTH LINE, 289.29 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 13,221.81 SQ. FT. OR 0.304 ACRES MORE OR LESS.

SAID TRACTS 1 AND 2 CONTAIN A TOTAL CALCULATED AREA OF 27,497.10 SQ. FT. OR 0.631 ACRES MORE OR LESS.

TRACT 3:

LOTS 1 THRU 7, BRENTWOOD CROSSING, LOTS 8B AND 8C, BRENTWOOD CROSSING REPLAT 1, AND LOTS 8A1, 8A2, 8A3 AND 8A4, BRENTWOOD CROSSING REPLAT 2, LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA, SAID TRACT CONTAINS A CALCULATED AREA OF 34.93 ACRES MORE OR LESS.

ALL BEING REPLATTED AS PROPOSED LOTS 1 THRU 17 AND OUTLOTS A THRU C, LA VISTA CITY CENTRE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

The amended version of the official zoning map of the City of La Vista is hereby adopted and shall be signed by the Mayor, attested to by the City Clerk and shall bear the seal of the City under the following words:

"This is to certify that this is the official zoning map referred to in Article 3 Section 3.02 of Ordinance No. 848 of the City of La Vista, Nebraska"

and shall show the date of the adoption of that ordinance and this amendment.

Section 3. Effective Date. This ordinance shall be in full force and effect upon the date passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 19TH DAY OF JULY 2016.

CITY OF LA VISTA

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

ATTEST:

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



CITY OF LA VISTA  
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: 2016-ZMA-02

FOR HEARING OF: July 19, 2016

Report Prepared on: July 12, 2016

I. **GENERAL INFORMATION**

A. **APPLICANT:**

La Vista City Centre LLC  
P.O. Box 428  
Boys Town, NE 68010

B. **PROPERTY OWNERS:**

Lots 2-7 Brentwood Crossing, 8A1, 8A3 Brentwood Crossing  
Replat No 2:

Brentwood Crossing Associates  
211 North Stadium Blvd, Ste 201  
Columbia, MO 65203

Lot 1 Brentwood Crossing:  
Brentwood Crossing Associates II  
211 North Stadium Blvd, Ste 201  
Columbia, MO 65203

Lots 8B and 8C Brentwood Crossing Replat No 1; Lots 8A2, 8A4  
Brentwood Crossing Replat No 2:  
Brentwood Crossing Associates III  
211 North Stadium Blvd, Ste 201  
Columbia, MO 65203

Portions of Tax Lot 12, 14-14-12:  
City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128

C. **LOCATION:** Southeast of the intersection of 84<sup>th</sup> Street and  
Summer Drive.

D. **LEGAL DESCRIPTION:** Lots 1-7 Brentwood Crossing, Lots 8B,  
and 8C Brentwood Crossing Replat No 1, Lots 8A1, 8A2, 8A3, and  
8A4 Brentwood Crossing Replat No 2, and portions of Tax Lot 12,  
14-14-12

E. **REQUESTED ACTION(S):** Conditional rezoning of proposed Lots  
1-7 Brentwood Crossing, Lots 8B, and 8C Brentwood Crossing  
Replat No 1, Lots 8A1, 8A2, 8A3, and 8A4 Brentwood Crossing  
Replat No 2 (proposed Lots 1-17 and Outlots A-C, La Vista City  
Centre) and portions of Tax Lot 12, 14-14-12

- F. EXISTING ZONING AND LAND USE:**  
C-1 Shopping Center Commercial with a Gateway Corridor Overlay (Overlay District); various commercial uses.
- G. PURPOSE OF REQUEST:** Rezoning the lots listed in the request to MU-CC, Mixed Use City Centre District for the purpose of redevelopment.
- H. SIZE OF SITE:** 34.93 Acres

**II. BACKGROUND INFORMATION**

- A. EXISTING CONDITION OF SITE:** The property is the former site of the Brentwood Crossing shopping center. Most of the buildings are vacant. The main strip building and much of the parking is in poor condition. The land is generally flat with a gradual downward slope generally east and west of the high point at the Brentwood Drive entrance.
- B. GENERAL NEIGHBORHOOD/AREA ZONING AND LAND USES:**
- 1. North:** La Vista Falls Golf Course, R-1 Single-Family Residential with a Gateway Corridor Overlay (Overlay District); public golf course
  - 2. East:** Briarwood Subdivision and La Vista Junior High; R-1 Single-Family Residential; single-family dwellings and public school
  - 3. South:** Witham Place; C-1 Shopping Center Commercial District with a Gateway Corridor Overlay (Overlay District); various commercial uses.
  - 4. West:** Brentwood Square and Brentwood Plaza; C-1 Shopping Center Commercial District with a Gateway Corridor Overlay (Overlay District); various commercial uses.
- C. RELEVANT CASE HISTORY:**
- 1.** On May 17, 2016, the City Council approved Ordinance No. 1282, which created a Mixed Use City Centre Zoning District (MU-CC).
- D. APPLICABLE REGULATIONS:**
- 1.** Section 5.19 of the Zoning Regulations – MU-CC Mixed Use City Centre District

**III. ANALYSIS**

- A. COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates the area for commercial uses.
- B. OTHER PLANS:** This site was identified in *A Vision Plan for 84<sup>th</sup> Street* as a mixed use city center. This site has also been designated as blighted and substandard and in need of

redevelopment, and identified as the initial redevelopment project in the *84<sup>th</sup> Street Redevelopment Plan*.

**C. TRAFFIC AND ACCESS:**

1. Existing access points are at 84<sup>th</sup> Street and Summer Drive, 84<sup>th</sup> Street and Brentwood Drive, and 83<sup>rd</sup> Avenue. The preliminary plat proposes to move the intersection of 84<sup>th</sup> Street and Summer Drive approximately 275 feet south of its current location. This plat also proposes a new right-in/right-out between the relocated intersection and Brentwood Drive. A total of four vehicular access points will be available, including the private 83<sup>rd</sup> Avenue.

All existing sidewalk connections will remain. Additional sidewalk connections into the proposed park and to Marisu Lane are proposed.

2. As 84<sup>th</sup> Street is a state highway each new access point along the street needs approval from the Nebraska Department of Roads. The applicant has submitted a copy of their draft plans to NDOR and has received approval for the access points along the western edge of the development. A copy of this letter, dated May 3, 2016, has been attached for review.
3. The City Engineer has reviewed a traffic study that was performed by Olsson Associates for the applicant. This study was also reviewed by the NDOR. The traffic study indicates that the additional right-in/right-out access point and the relocation of Summer Drive will not significantly affect traffic operations for through movements on 84th Street. The NDOR has indicated that with increased development and traffic growth, signal timings on 84th Street will be adjusted to maintain acceptable conditions on 84th Street during peak hours, but there may be delays on the side streets trying to enter onto 84th Street. This is not unusual as there is emphasis on keeping State Highways at a higher level of service than local streets. The study has identified that the intersection of 84th and Harrison is expected to experience high levels of delay in 2040. This is not the result of the City Centre project, although it is a contributor. The solutions identified in the report are to add additional through lanes on either Harrison Street or 84th Street, however, that is not the responsibility of this project and may not be feasible given right of way constraints.

**D. UTILITIES:**

1. The properties have access to water, sanitary sewer, gas, power and communication utilities.



**IV. REVIEW COMMENTS:**

1. In 2010, the City Council adopted *A Vision Plan for 84th Street* which included an extensive public process resulting in a master plan which identifies that the vision for 84th Street is the creation of a downtown for the community. Numerous references throughout the plan called for a mixed use city center. Step 7 of the "Next Steps" section of the plan also noted the need to identify action items, such as rezoning of the property. Staff, in review of *A Vision Plan for 84th Street*, concluded a mixed use district was necessary for the proper implementation of the plan.

As such the Mixed Use - City Centre zoning district was adopted to:

1. Accommodate mixed use buildings with neighborhood-serving retail, service, and other uses on the ground floor and residential units and office uses above the ground floor.
2. Buildings can be solely residential provided they are designed in a building-forward environment, with buildings at the street edge or having only shallow front setbacks.
3. Encourage development that exhibits the physical design characteristics of pedestrian-oriented, storefront-style shopping streets, and
4. Promote the health and well-being of residents by encouraging physical activity, alternative transportation, and greater social interaction.

The site plan for the development proposed for the subject area meets the intentions of the MU-CC District mentioned above.

2. Although the Gateway Corridor District (Overlay District) will be removed from the subject area through this rezoning, the area will still be subject to design review through design guidelines that will be an exhibit to the Redevelopment Agreement.

**VI. STAFF RECOMMENDATION – Rezoning:**

Approval of the rezoning, conditional on the recording of the Final Plat, Subdivision Agreement and Redevelopment Agreement, as the Rezoning request is consistent with the Comprehensive Plan and the Zoning Regulations.

**VII. PLANNING COMMISSION RECOMMENDATION – Rezoning:**

The Planning Commission held a public hearing on June 2, 2016 and unanimously recommended approval of the rezoning, conditional on the recording of the Final Plat, Subdivision Agreement and Redevelopment Agreement, as the Rezoning request is consistent with the Comprehensive Plan and the Zoning Regulations.

**VIII. ATTACHMENTS TO REPORT:**

1. Vicinity Map
2. Zoning Map
3. Letter requesting conditional rezoning

**IX. COPIES OF REPORT SENT TO:**

1. Eric Galley, Olsson Associates Inc.
2. Chris Erickson, La Vista City Centre, LLC
3. Public Upon Request

Prepared by:

  
  
Community Development Director

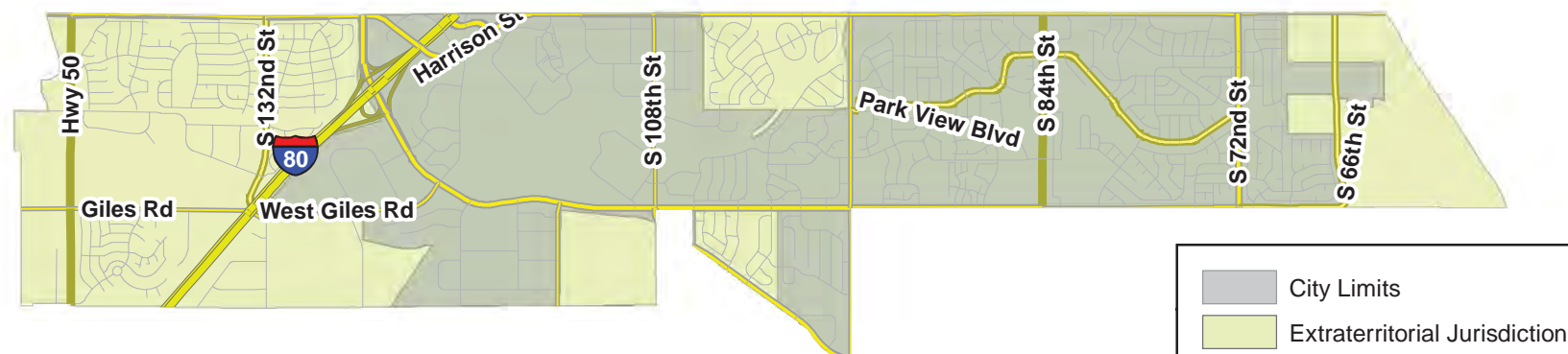
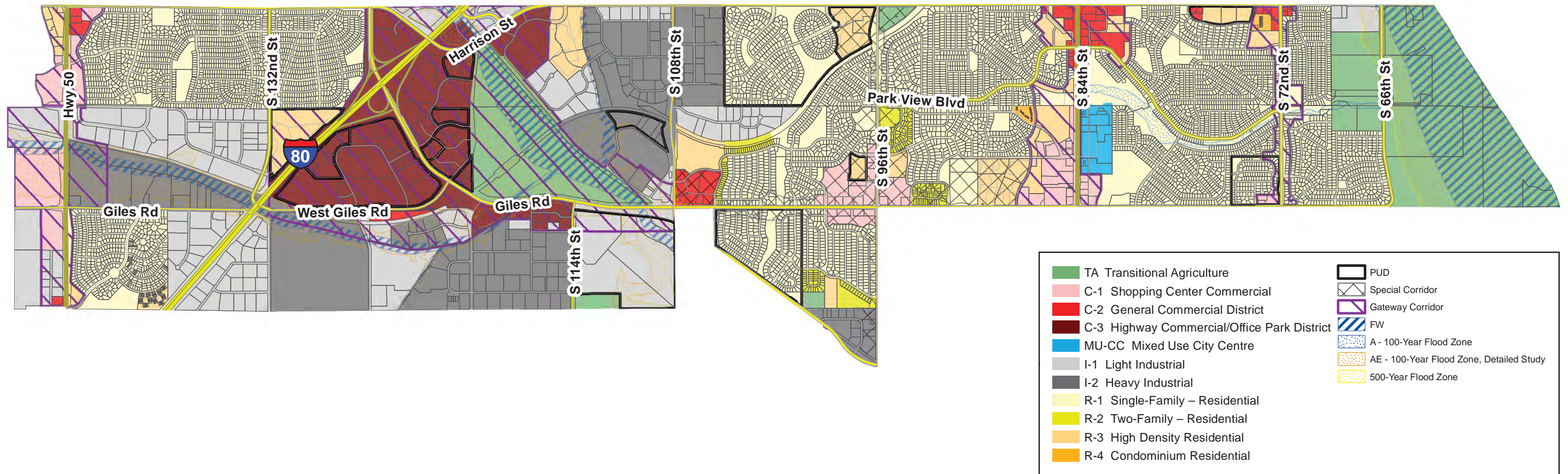
7-12-16

Date









City of La Vista  
Official Zoning Map  
Adopted \_\_\_\_\_  
Ordinance Number \_\_\_\_\_



5-14-2015  
Drawn By: CSB



April 26, 2016

**VIA ELECTRONIC CORRESPONDENCE**

Fitzgerald Schorr, PC, LLC  
200 Regency One  
10050 Regency Circle  
Omaha, Nebraska 68114  
Attn: Tom McKeon

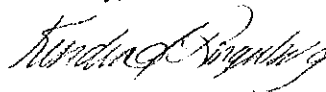
Re: La Vista City Centre, LLC's ("City Centre") applications for replat, rezoning, tax increment financing and related redevelopment efforts in connection with that certain real property located at 7904 S 83<sup>rd</sup> Street, La Vista, Nebraska ("Project")  
Our File No.: 03078.0000

Dear Tom:

As you know, City Centre is pursuing replatting, rezoning, tax increment financing and related redevelopment matters with the City of La Vista in connection with the Project. This letter shall serve as notice that City Centre has authority to submit such applications on behalf of the Project pursuant to Section 11 of the Purchase and Sale Agreement and Escrow Instructions, dated September 28, 2015 ("Purchase Agreement"). Please find attached a copy of the application section of the Purchase Agreement for your records. We advise that all such actions can only take effect upon the closing under the Purchase Agreement and, accordingly, all applications shall be contingent upon closing. We wanted to let you know our plan for how to proceed but will also state the contingency in all applications.

If you have any questions regarding the foregoing, please do not hesitate to contact me.

Sincerely,



Kendra J. Ringenberg

cc: Chris Erickson

9. Brokerage. Purchaser and Seller warrant and represent to each other that neither has dealt with any real estate broker or salesperson in connection with this transaction except \_\_\_\_\_, no broker \_\_\_\_\_, hereinafter "**Purchaser's Broker**", and Adam Hartig, hereinafter "**Seller's Broker**" and collectively with Purchaser's Broker, the "**Brokers**". Seller shall be responsible for the payment of a brokerage commission to the Seller's Broker and Purchaser shall be responsible for the payment of a brokerage commission to the Purchaser's Broker, both in amounts pursuant to separate written agreements between Seller and Seller's Broker and between Purchaser and Purchaser's Broker, but only in the event that the Closing occurs. If the Closing fails to occur for any reason whatsoever, including the default by either party hereunder, Seller shall have no obligation to pay the Seller's Broker and Purchaser shall have no obligation to pay the Purchaser's Broker any brokerage commission with regard to the transaction contemplated herein and in no event shall either of the Brokers have any claim to any portion of the Deposit that may be forfeited in the event of a default hereunder. If any other person shall assert a claim to a finder's fee, brokerage commission, or any other compensation on account of alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming shall indemnify and hold the other party harmless from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought on such claim, including, but not limited to, counsel and witness fees and court costs in defending against such claim. This indemnity shall survive the Closing or termination and termination of this Agreement and the escrow. By its execution of the Acceptance by Brokers below, the Brokers agree to the provisions of this Article 9.

#### 10. Remedies.

10.1. Seller's Remedies. If Purchaser defaults under this Agreement, Seller's sole remedy shall be to terminate this Agreement and retain the Deposit as liquidated damages, with Purchaser responsible for the payment of any escrow fees.

10.2. Purchaser's Remedies. If Seller defaults under this Agreement, Purchaser may, at its option, (a) cancel this Agreement in which case the Seller is irrevocably instructed to return the Deposit, to Purchaser, Seller shall be responsible for any escrow cancellation fees and Purchaser may recover from the Seller all reasonable expenses paid or incurred by Purchaser in connection with this Agreement, or (b) proceed with this Agreement and purchase the Property pursuant to this Agreement, subject to an abatement in the Purchase Price, that both Purchaser and Seller agree upon.

11. Review Period. Purchaser's obligations under this Agreement shall also be contingent and specifically conditioned, until noon of the last day of the then current Option Period ("Review Period"), upon Purchaser, in Purchaser's sole and absolute discretion, being satisfied with and accepting the zoning, environmental condition, physical condition, suitability for development, and nature of the Property ("Contingencies"). Purchaser shall have the right to enter onto the property to conduct inspections, reviews, and investigations of the Property, including but not limited to environmental assessments, surveys, soil tests, as Purchaser shall determine necessary in its sole discretion ("Inspections"). Purchaser agrees to repair any damage to the Property caused by the Inspections and restore the Property substantially to its original condition after completion of the

9/22/11  
CLF

Inspections. Additionally, Purchaser agrees that no liens shall be permitted to be attached to the Property as a result of the Inspections. Purchaser may extend the Review Period by exercising an option to extend an Option Period defined in Article 1.3.1. Notice to extend such Option period must be received within 24 hours prior to the expiration of the then current Option Period. Purchaser, for any reason, may terminate this Agreement at any time during the Review Period by written notice to Seller, in which any Deposit paid shall be non-refundable and not be returned to the Purchaser. Seller agrees to reasonably cooperate with Purchaser during the Inspection Period in obtaining any governmental approvals deemed necessary by Purchaser ("Governmental Approvals"); provided (a) all direct and indirect costs in obtaining such Governmental Approvals shall be paid by the Purchaser, and (b) no Governmental Approvals shall be binding on the Seller or the Property prior to Closing. Notwithstanding any provisions herein to the contrary, if Purchaser does not give written notice to Seller of its election to terminate this Agreement by not later than noon on the expiration date of the then current Option Period, and Purchaser has not exercised any available Option Periods, Purchaser shall be deemed satisfied with the Property in all respects, and the Deposit shall become non-refundable to Purchaser. At any time during this Agreement, Purchaser may waive the Contingencies, of which at that time, the Agreement shall be in full force and effect, and the closing shall occur in accordance with Article 2.1

12. Representations and Warranties.

12.1. Seller's Representations and Warranties. Seller represents and warrants to Purchaser, as of the Opening Date, as follows:

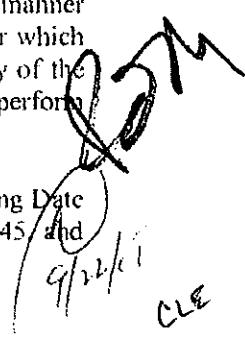
12.1.1. Full Power and Authority. Seller is a Fictitious Name duly organized and validly existing under the laws of the state of Missouri, and has the full power and authority to execute and deliver this Agreement.

12.1.2. Legal, Valid and Binding. This Agreement and all other instruments or documents executed or delivered in connection with this transaction each constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

12.1.3. No Approval by Governmental Authority. No consent, approval, authorization, registration, qualification, designation, declaration or filing with any governmental authority is required in connection with the execution and delivery of this Agreement by Seller.

12.1.4. No Lawsuits. To the actual knowledge of Seller, there are no actions, suits, proceedings or investigations pending or threatened with respect to or in any manner affecting Seller's ownership of the Property or otherwise affecting any portion thereof, or which will become a cloud on the title to the Property or question the validity or enforceability of the transaction contemplated herein, or which may adversely affect Seller's ability to perform hereunder.

12.1.5. Non-Foreign Certification. Seller is not, and as of the Closing Date will not be, a "foreign person" within the meaning of Internal Revenue Code Section 1445 and

  
9/22/11  
CLB

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 19, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPLICATION FOR PRELIMINARY PLAT, LOTS 1-7, BRENTWOOD CROSSING, LOTS 8B & 8C, BRENTWOOD CROSSING REPLAT NO. 1, LOTS 8A1, 8A2, 8A3 & 8A4, BRENTWOOD CROSSING REPLAT NO. 2, AND PORTIONS OF TAX LOT 12, 14-12-12; AND WAIVER OF SECTION 4.24, SUBDIVISION REGULATIONS (SE OF 84 <sup>TH</sup> & SUMMER DR.)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A resolution has been prepared to approve the Preliminary Plat for approximately 34.93 acres and a waiver of Section of 4.24 of the Subdivision Regulations, regarding the minimum centerline radius of a local street from 200 feet to 100 feet, generally located southeast of 84<sup>th</sup> Street and Summer Drive.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A resolution has been prepared to approve the application for the Preliminary Plat of proposed Lots 1 – 17 and Outlots A – C, La Vista City Centre, and a waiver of Section 4.24 of the Subdivision Regulations submitted by La Vista City Centre LLC on behalf of the property owners, Brentwood Crossing Associates, Brentwood Crossing Associates II, and Brentwood Crossing Associates III, generally located southeast of 84<sup>th</sup> Street and Summer Drive.

The property is currently platted as Brentwood Crossing, site of the former Walmart, Hobby Lobby, Summer Kitchen Café, and various tenant bays. The property also contains lots for First National Bank, Chili's, the former Kinko's/FedEx store, McDonald's, and the former Brentwood Car Wash. Additionally, the replat contains portions of the golf course property abutting the development which are proposed to be sold to the developer. The proposed replatting and the waiver of the minimum centerline street radius will allow for the development of a mixed use city center as identified in *A Vision Plan for 84<sup>th</sup> Street*.

A detailed staff report is attached

The Planning Commission held a public hearing on June 2, 2016, and unanimously recommended approval of the Preliminary Plat and waiver of Section 4.24 of the Subdivision Regulations as flexibility in the horizontal centerline radii is needed to meet the design for a city center district portrayed within the Vision 84 plan.



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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE PRELIMINARY PLAT FOR LOTS 1 THRU 7, BRENTWOOD CROSSING, LOTS 8B & 8C, BRENTWOOD CROSSING REPLAT NO.1, LOTS 8A1, 8A3 & 8A4, BRENTWOOD CROSSING REPLAT NO. 2, AND PORTIONS OF TAX LOT 12, 14-12-12, TO BE REPLATTED AS LOTS 1 THRU 17 AND OUTLOTS A THRU C, LA VISTA CITY CENTRE, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, La Vista City Centre LLC, on behalf of the owners of the above described piece of property, have made application for approval of a preliminary plat for Lots 1 thru 7, Brentwood Crossing, Lots 8B and 8C, Brentwood Crossing Replat No. 1, Lots 8A1, 8A2, 8A3 and 8A4, Brentwood Crossing Replat No. 2, and portions of Tax Lot 12, 14-12-12; and

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

WHEREAS, on June 2, 2016, the La Vista Planning Commission reviewed the preliminary plat and recommended approval subject to the following conditions:

1. Approval of the waiver of Section 4.24 of the Subdivision Regulations.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the preliminary plat for Lots 1 thru 7, Brentwood Crossing, Lots 8B & 8C, Brentwood Crossing Replat No. 1, Lots 8A1, 8A2, 8A3 and 8A4, Brentwood Crossing Replat No. 2, and portions of Tax Lot 12, 14-12-12, to be replatted as Lots 1 thru 17 and Outlots A thru C, La Vista City Centre, a subdivision located in the southwest quarter of Section 14, Township 15 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located southeast of 84<sup>th</sup> Street and Summer Drive, be, and hereby is, approved.

BE IT FURTHER RESOLVED that a waiver of Section 4.24 of the Subdivision Regulations, regarding the minimum centerline radius of a local street, be granted.

PASSED AND APPROVED THIS 19TH DAY OF JULY, 2016.

CITY OF LA VISTA

ATTEST:

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

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



CITY OF LA VISTA  
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: 2016-SUB-04

FOR HEARING OF: July 19, 2016  
Report Prepared on: July 12, 2016

I. **GENERAL INFORMATION**

A. **APPLICANT:**

La Vista City Centre LLC  
P.O. Box 428  
Boys Town, NE 68010

B. **PROPERTY OWNERS:**

Lots 2-7 Brentwood Crossing, 8A1, 8A3 Brentwood Crossing  
Replat No 2:

Brentwood Crossing Associates  
211 North Stadium Blvd, Ste 201  
Columbia, MO 65203

Lot 1 Brentwood Crossing:  
Brentwood Crossing Associates II  
211 North Stadium Blvd, Ste 201  
Columbia, MO 65203

Lots 8B and 8C Brentwood Crossing Replat No 1; Lots 8A2, 8A4  
Brentwood Crossing Replat No 2:  
Brentwood Crossing Associates III  
211 North Stadium Blvd, Ste 201  
Columbia, MO 65203

Portions of Tax Lot 12 14-14-12:  
City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128

C. **LOCATION:** Southeast of the intersection of 84<sup>th</sup> Street and  
Summer Drive.

D. **LEGAL DESCRIPTION:** Lots 1-7 Brentwood Crossing, Lots 8B,  
and 8C Brentwood Crossing Replat No 1, Lots 8A1, 8A2, 8A3, and  
8A4 Brentwood Crossing Replat No 2, and portions of Tax Lot 12  
14-14-12

E. **REQUESTED ACTION(S):** Preliminary plat for proposed Lots 1-17  
and Outlots A-C of La Vista City Centre, and waiver of Section 4.24  
of the Subdivision Regulations regarding the minimum centerline  
radius of a local street.

**F. EXISTING ZONING AND LAND USE:**

C-1 Shopping Center Commercial with a Gateway Corridor Overlay (Overlay District); various commercial uses. (proposed to be rezoned to MU-CC, Mixed Use City Centre District).

**G. PURPOSE OF REQUEST:**

1. Replat 13 lots listed in the request into 17 lots and 3 outlots for the purpose of redevelopment.
2. Waiver of Section 4.24 of the Subdivision Regulations regarding minimum centerline radius of a local street, from 200 feet to 100 feet.

**H. SIZE OF SITE: 34.93 Acres**

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:** The property is the former site of the Brentwood Crossing shopping center. Most of the buildings are vacant. The main strip building and much of the parking is in poor condition. The land is generally flat with a gradual downward slope generally east and west of the high point of the Brentwood Drive entrance.

**B. GENERAL NEIGHBORHOOD/AREA ZONING AND LAND USES:**

1. **North:** La Vista Fall Golf Course, R-1 Single-Family Residential with a Gateway Corridor Overlay (Overlay District); Public Golf Course
2. **East:** Briarwood Subdivision and La Vista Junior High; R-1 Single-Family Residential; Single-Family Dwellings and Public School
3. **South:** Witham Place; C-1 Shopping Center Commercial District with a Gateway Corridor Overlay (Overlay District); Various Commercial uses.
4. **West:** Brentwood Square and Brentwood Plaza; C-1 Shopping Center Commercial District with a Gateway Corridor Overlay (Overlay District); Various Commercial uses.

**C. RELEVANT CASE HISTORY:**

1. N/A

**D. APPLICABLE REGULATIONS:**

1. Section 5.19 of the Zoning Regulations – MU-CC Mixed Use City Centre District
2. Section 3.03 of the Subdivision Regulations – Preliminary Plats

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates the area for commercial uses.

**B. OTHER PLANS:** This site was identified in *A Vision Plan for 84<sup>th</sup> Street* as a mixed use city center. This site has also been designated as blighted and substandard and in need of redevelopment, and identified as the initial redevelopment project in the *84<sup>th</sup> Street Redevelopment Plan*.

**C. TRAFFIC AND ACCESS:**

1. Existing access points are at 84<sup>th</sup> Street and Summer Drive, 84<sup>th</sup> Street and Brentwood Drive, and 83<sup>rd</sup> Avenue. The preliminary plat proposes to move the intersection of 84<sup>th</sup> Street and Summer Drive approximately 275 feet south of its current location. This plat also proposes a new right-in/right-out between the relocated intersection and Brentwood Drive. A total of four vehicular access points will be available, including the private 83<sup>rd</sup> Avenue.

All existing sidewalk connections will remain. Additional sidewalk connections into the proposed park and to Marisu Lane are proposed.

2. As 84<sup>th</sup> Street is a state highway each new access point along the street needs approval from the Nebraska Department of Roads. The applicant has submitted a copy of their draft plan set to NDOR and has received approval for the access points along the western edge of the development. A copy of this letter, dated May 3, 2016 has been attached for review.
3. The City Engineer has reviewed a traffic study that was performed by Olsson Associates for the applicant. This study was also reviewed by the NDOR. The traffic study indicates that the additional right-in/right-out access point and the relocation of Summer Drive will not significantly affect traffic operations for through movements on 84<sup>th</sup> Street. The NDOR has indicated that with increased development and traffic growth, signal timings on 84<sup>th</sup> Street will be adjusted to maintain acceptable conditions on 84<sup>th</sup> Street during peak hours, but there may be delays on the side streets trying to enter onto 84<sup>th</sup> Street. This is not unusual as there is emphasis on keeping State Highways at a higher level of service than local streets. The study has identified that the intersection of 84<sup>th</sup> and Harrison is expected to experience high levels of delay in 2040. This is not the result of the City Centre project, although it is a contributor. The solutions identified in the report are to add additional through lanes on either Harrison Street or 84<sup>th</sup> Street, however, that is not the responsibility of this project and may not be feasible given right of way constraints.

**D. UTILITIES:**

1. The properties have access to water, sanitary sewer, gas, power and communication utilities.

**IV. REVIEW COMMENTS:**

1. The land swap areas identified on the preliminary plat will need to become part of the adjacent proposed Lots 11, 12, and 14. There will need to be an exchange of deeds as part of the subdivision or redevelopment agreements and that process would need to be completed prior to the final plat being recorded. The land swap areas should not be identified as individual lots.
2. The proposed west right-of-way line for 83<sup>rd</sup> Avenue adjacent to proposed Lots 1 and 2 will need to be at least 5 feet back of the proposed curb line to allow for traffic control signage and street lighting installation.
3. Itemized cost estimates for infrastructure improvements need to be provided per Article 3.03.15 of the Subdivision Regulations.
4. The typical sections on Sheet C3.1 indicate pavement thickness of 7 inches. Section 4.24 of the Subdivision Regulations indicates minimum pavement thicknesses. The footnotes to the table in that section indicate a minimum of 8 inches for streets in commercially zoned areas. There should be a discussion with the applicant as to whether the drive aisles could be 8 inches thick and the parking stalls could be 6 inches thick. If the streets remain at 7-inches thick, then a waiver request should be processed.
5. A revised conceptual Post Construction Storm Water Management plan for addressing water quality was submitted. There needs to be a discussion with the School District to explore shared storm water management facilities as well as other aspects such as grading and future street patterns. This meeting needs to occur before design of infrastructure proceeds and the City should arrange the meeting.
6. The applicant has submitted a request to waive Section 4.24 of the Subdivision Regulations to reduce the minimum horizontal centerline radii for local streets from 200 feet to 100 feet. This waiver request was submitted through their response letter received by the City on April 26, 2016. A copy of this letter has been attached for review.

**V. STAFF RECOMMENDATION – Waiver of Section 4.24 of the Subdivision Regulations:**

Approval of the request for waiver of Section 4.24 of the Subdivision Regulations as flexibility in the horizontal centerline radii is needed to meet the design for a city center district portrayed within the Vision 84 plan.



**VI. PLANNING COMMISSION RECOMMENDATION – Waiver of Section 4.24 of the Subdivision Regulations:**

The Planning Commission met on June 2, 2016 and unanimously recommended approval of the request for waiver of Section 4.24 of the Subdivision Regulations as flexibility in the horizontal centerline radii is needed to meet the design for a City Center district portrayed within the Vision 84 plan.

**VII. STAFF RECOMMENDATION – Preliminary Plat:**

Approval of La Vista City Centre Preliminary Plat, contingent upon approval of the waiver request, as the Preliminary Plat request is consistent with the Comprehensive Plan and the Subdivision Regulations.

**VIII. PLANNING COMMISSION RECOMMENDATION – Preliminary Plat:**

The Planning Commission met on June 2, 2016 and unanimously recommended approval of the La Vista City Centre Preliminary Plat, contingent upon approval of the waiver request, as the Preliminary Plat request is consistent with the Comprehensive Plan and the Subdivision Regulations.

**IX. ATTACHMENTS TO REPORT:**

1. Vicinity Map
2. Staff Review Letters and Applicant Response Letter
3. NDOR Access Control Revision Letter
4. Waiver Request Letter
5. Preliminary Plat Map

**X. COPIES OF REPORT SENT TO:**

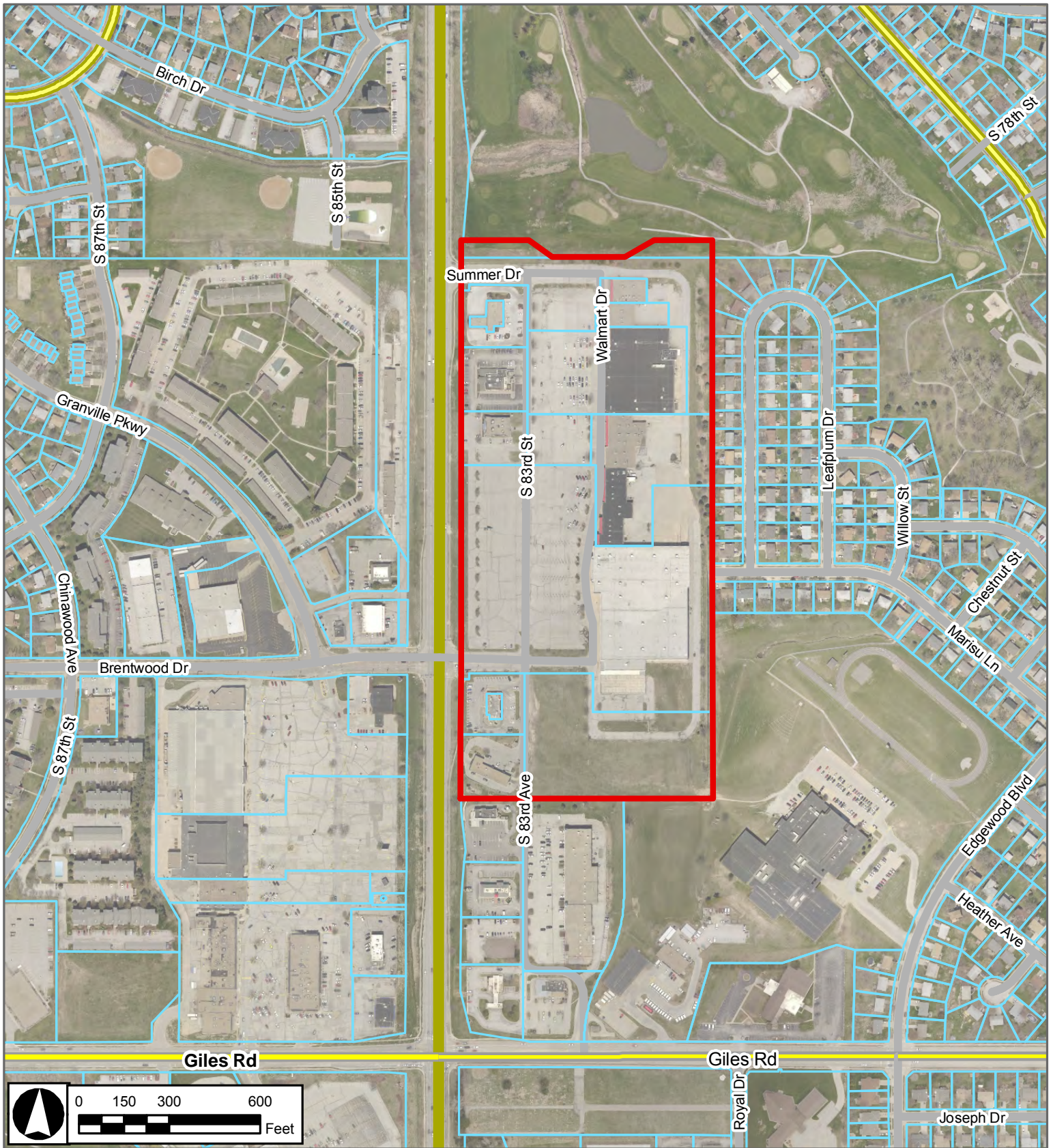
1. Eric Galley, Olsson Associates Inc.
2. Chris Erickson, La Vista City Centre, LLC
3. Public Upon Request

Prepared by:

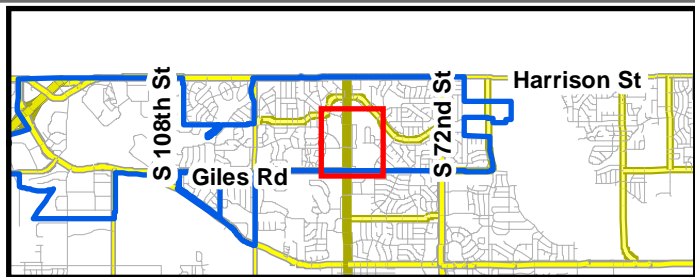
  
Community Development Director

 7-12-16  
Date





## Project Vicinity Map



## Preliminary Plat La Vista City Centre

05-27-2016  
CAS







April 18, 2016

Eric Galley  
Olsson Associates  
2111 S 67<sup>th</sup> Street, Suite 200  
Omaha, NE 68106

RE: Preliminary Plat – Initial Review  
La Vista City Centre

Mr. Galley,

We have reviewed the documents submitted for the above-referenced application. Based on the elements for consideration set forth in the applicable section of the Subdivision Regulations for the Preliminary Plat the City has the following comments:

1. Phase II of the proposed plat needs to be delineated as an out lot and left blank, allowing for review of the proposed site design at the time of development of that phase.
2. On Sheet C3.2 there needs to be a note added stating that a single grading and erosion control permit will be obtained for all lots in the preliminary plat. The fewest number of grading permits is preferred to allow for ease of administration and coordination of inspections as well as reducing permit costs for the applicant.
3. The existing topographic contours, utilizing currently available GIS data, for the adjoining developments to the east and to the south of the proposed plat need to be delineated on the map.
4. The existing easements on the property need to be illustrated on Sheet C1.1. This is needed in order to determine what releases and/or relocation of easements are required. This is particularly important with easements connected to Wiltham Place to the south. There is also an existing public sidewalk easement along the south side of the property.
5. The proposed “land swap” on Sheet C1.1 needs clarification as to what is being swapped for the shaded area. This might be clarified in a draft subdivision agreement if illustration on the plans is not practical. At a minimum, the acreage of the areas needs to be delineated on the map.

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

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p: 402-331-4343  
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f: 402-331-0410

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p: 402-537-3900  
f: 402-537-3902

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

**Public Buildings & Grounds**  
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**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

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[info@cityoflavista.org](mailto:info@cityoflavista.org)



6. To satisfy Article 3.03.06 of the Subdivision Regulations the legal description of the property as currently platted needs to be set forth on Sheet C1.1 with a statement of the total acreage involved in the proposed platting. This would include the proposed portions of the golf course property to be incorporated into the project.
7. A preliminary traffic impact analysis has been submitted which is currently under review by the NDOR to support the proposed relocation of Summer Drive to the south and the proposed additional right-in/right-out access break between Brentwood Drive and Summer Drive. The preliminary study identifies concerns with the intersection of 84th and Harrison Streets and does not address the future west leg of Summer Drive. The City Engineer recommends that the traffic study be discussed in a meeting with the consultants for these two topics and any comments that come back from the NDOR.
8. There is an existing sanitary sewer that connects to Wiltham Place in the existing sewer easement shown on C2.1. The proposed utility plan on Sheet C3.1 will need to provide for reconnecting that sewer and relocating as appropriate.
9. The centerline radii of proposed public streets need to be identified on Sheet C1.1. These radii need to comply with the Nebraska Board of Public Roads Classifications and Standards as well as the Subdivision Regulations, Section 4.24. The Board of Public Roads Classifications and Standards allows for local streets to have minimum horizontal centerline radii of 100 feet if the roads will have a design speed of 30 mph or less. However, Section 4.24 of the Subdivision Regulations requires 200 feet radii for local streets and 100 feet radii for cul-de-sac streets. The City Engineer recommends a minimum of 100 feet centerline radii. A waiver for local streets minimum centerline radii will be needed if the proposal is less than 200 feet.
10. The proposed right of way for 83rd Avenue adjacent to proposed Lots 1 and 2 (Brentwood Car Wash and McDonalds) needs to be revised as it lies within the existing parking lot of these facilities.
11. The existing sidewalk from 83rd Avenue heading east towards the school needs to be shown. In general, sidewalk connections within the development and to external connections will need to be reviewed to ensure a safe and inviting environment for pedestrians. Sidewalk connections will be reviewed in detail at the time of site plan review for each lot.
12. Proposed easements for utilities need to be shown per Article 3.03.12. For example, there are proposed water mains crossing Outlots A, B and C. Will there be blanket easements over these outlots? Also, there is a note on Sheet C1.1 that "standard utility dedications" will be provided on the final plat. Staff

doesn't consider this to be appropriate as there are likely to be many instances with zero building setbacks so that standard easement dedications will be in conflict.

13. The existing zoning is listed on Sheet C1.1 as C-1 Shopping Center District. Please revise to include the Gateway Corridor Overlay District. Also please revise the Existing Zoning Map to depict the Gateway Corridor Overlay District as well. Future zoning will have the MU-CC district as shown, without the Gateway Corridor district.
14. Article 3.03.15 requires a draft subdivision agreement with itemized cost estimates for infrastructure improvements that allocate funding sources. Staff's understanding is that such an agreement is in progress between the Developer and the City Attorney.
15. The proposed pavement type and thickness needs to be noted on Sheet C3.1 in the typical sections. This is needed per Article 3.03.20(3) of the Subdivision Regulations.
16. There needs to be submittal of a draft Post Construction Storm Water Management Maintenance & Easement Agreement. The associated storm water management plan needs to provide a conceptual plan for addressing water quality for the first one-half inch of runoff and to maintain 2-year storm event post-development flows equal to, or less than, pre-development flows. On Sheet C3.2 please identify the proposed drainage boundary between the portion of the site that will drain to the north (to the golf course) and the portion that will drain to the east (into the school property). These requests are made per Article 3.03.20(4) of the Subdivision Regulations.
17. The cul-de-sac proposed in the east end of Summer Drive should be moved closer to the end of that road and the entrance to the parking structure to allow for plowing operations to turn-around closer to the end of the street.
18. Note 1 on Sheet C3.1 indicates gas to be provided by MUD. Gas will be provided by Black Hills Energy.
19. The existing Chili's configuration on proposed Lot 7 should be shown as we understand that facility is to remain in its current configuration. The manner in which that will be incorporated into the project should be shown.
20. Access and utilities will have to be maintained to the existing Brentwood Car Wash and McDonalds. There are some notations, such as construction entrances, that conflict with the need to do such.


Further review will be needed when cost estimates and water quality proposals have been submitted along with revised materials addressing these comments and review comments from others.

The initial submittal will be routed out to secondary reviewers for their comment period on April 20, 2016. Any comments from secondary reviewers will need to be addressed prior to the submission of exhibits for Planning Commission packets.

In order for the Preliminary Plat to be considered for review at the May 19, 2016 Planning Commission meeting, revised plat documents will need to be provided for further review. Please submit 4 full size copies (along with electronic copies) of the revised documents by April 25, 2016 to ensure that the application stays on track for the review by Planning Commission.

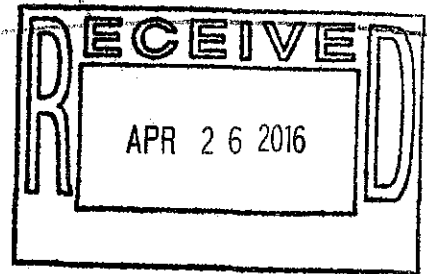
If you have any questions regarding these comments please feel free to contact me at any time.

Thank you,



Christopher Solberg, AICP  
City Planner

cc: Ann Birch, Community Development Director  
John Kottmann, City Engineer  
Chris Erickson, La Vista City Centre LLC



April 25, 2016

Christopher Solberg  
City of La Vista  
8116 Park View Blvd  
LaVista, NE 68128

Re: Preliminary Plat – Initial Review La Vista City Centre

Dear Mr. Solberg,

Please find enclosed a resubmittal of the Preliminary Plat which incorporates the revisions requested through the Staff Report dated April 18, 2016.

Submittal documents are as follows:

- Revised Preliminary Plat Plans (4 copies)

Below you will find comment responses to the staff report.

1. Phase II of the proposed plat needs to be delineated as an out lot and left blank, allowing for review of the proposed site design at the time of development of that phase.

Response: Phase II is now shown as an outlot

2. On Sheet C3.2 there needs to be a note added stating that a single grading and erosion control permit will be obtained for all lots in the preliminary plat. The fewest number of grading permits is preferred to allow for ease of administration and coordination of inspections as well as reducing permit costs for the applicant.

Response: Note has been added to the plan

3. The existing topographic contours, utilizing currently available GIS data, for the adjoining developments to the east and to the south of the proposed plat need to be delineated on the map.

Response: Existing topographic contours are now shown

4. The existing easements on the property need to be illustrated on Sheet C1.1. This is needed in order to determine what releases and/or relocation of easements are required. This is particularly important with easements connected to Wiltham Place to the south. There is also an existing public sidewalk easement along the south side of the property.

Response: Existing easements are now shown

5. The proposed "land swap" on Sheet C1.1 needs clarification as to what is being swapped for the shaded area. This might be clarified in a draft subdivision agreement if illustration on the plans is not practical. At a minimum, the acreage of the areas needs to be delineated on the map.

Response: Acreages have been added to the plat. The specifics of the swap are planned to be clarified in the subdivision agreement.

6. To satisfy Article 3.03.06 of the Subdivision Regulations the legal description of the property as currently platted needs to be set forth on Sheet C1.1 with a statement of the total acreage involved in the proposed platting. This would include the proposed portions of the golf course property to be incorporated into the project.

Response: A legal description has been added

7. A preliminary traffic impact analysis has been submitted which is currently under review by the NDOR to support the proposed relocation of Summer Drive to the south and the proposed additional right-in/right-out access break between Brentwood Drive and Summer Drive. The preliminary study identifies concerns with the intersection of 84th and Harrison Streets and does not address the future west leg of Summer Drive. The City Engineer recommends that the traffic study be discussed in a meeting with the consultants for these two topics and any comments that come back from the NDOR.

Response: Upon receipts of NDOR's comments the Developer would agree that further discussion with the City be had to address the traffic related details.

8. There is an existing sanitary sewer that connects to Wiltham Place in the existing sewer easement shown on C2.1. The proposed utility plan on Sheet C3.1 will need to provide for reconnecting that sewer and relocating as appropriate.

Response: Sewer service will be provided to Wiltham Place

9. The centerline radii of proposed public streets need to be identified on Sheet C1.1. These radii need to comply with the Nebraska Board of Public Roads Classifications and Standards as well as the Subdivision Regulations, Section 4.24. The Board of Public Roads Classifications and Standards allows for local streets to have minimum horizontal centerline radii of 100 feet if the roads will have a design speed of 30 mph or less. However, Section 4.24 of the Subdivision Regulations requires 200 feet radii for local streets and 100 feet radii for cul-de-sac streets. The City Engineer recommends a minimum of 100 feet centerline radii. A waiver for local streets minimum centerline radii will be needed if the proposal is less than 200 feet.

Response: All centerline radii have been updated to 100'. A waiver for the reduction in centerline radii from 200' to 100' is attached to this resubmittal.

10. The proposed right of way for 83rd Avenue adjacent to proposed Lots 1 and 2 (Brentwood Car Wash and McDonalds) needs to be revised as it lies within the existing parking lot of these facilities.

Response: The proposed Right of Way for 83<sup>rd</sup> Ave has been adjusted

11. The existing sidewalk from 83rd Avenue heading east towards the school needs to be shown. In general, sidewalk connections within the development and to external connections will need to be reviewed to ensure a safe and inviting environment for pedestrians. Sidewalk connections will be reviewed in detail at the time of site plan review for each lot.

Response: The existing sidewalk is shown

12. Proposed easements for utilities need to be shown per Article 3.03.12. For example, there are proposed water mains crossing Outlots A, B and C. Will there be blanket easements over these outlots? Also, there is a note on Sheet C1.1 that "standard utility dedications" will be provided on the final plat. Staff doesn't consider this to be appropriate as there are likely to be many instances with zero building setbacks so that standard easement dedications will be in conflict.

Response: The utilities have been routed around the proposed Outlots. In addition the note referring to standard utility dedications has been removed.

13. The existing zoning is listed on Sheet C1.1 as C-1 Shopping Center District. Please revise to include the Gateway Corridor Overlay District. Also please revise the Existing Zoning Map to depict the Gateway Corridor Overlay District as well. Future zoning will have the MU-CC district as shown, without the Gateway Corridor district.

Response: This has been noted on the plat

14. Article 3.03.15 requires a draft subdivision agreement with itemized cost estimates for infrastructure improvements that allocate funding sources. Staff's understanding is that such an agreement is in progress between the Developer and the City Attorney.

Response: Draft subdivision agreement is in progress between developer and City Attorney. Infrastructure cost estimate will accompany the draft subdivision agreement.

15. The proposed pavement type and thickness needs to be noted on Sheet C3.1 in the typical sections. This is needed per Article 3.03.20(3) of the Subdivision Regulations.

Response: Proposed pavement thicknesses have been noted per the City's subdivision regulations.

16. There needs to be submittal of a draft Post Construction Storm Water Management Maintenance & Easement Agreement. The associated storm water management plan needs to provide a conceptual plan for addressing water quality for the first one-half inch of runoff and to maintain 2-year storm event post-development flows equal to, or less than, pre-development flows. On Sheet C3.2 please identify the proposed drainage boundary between the portion of the site that will drain to the north (to the golf course) and the portion that will drain to the east (into the school property). These requests are made per Article 3.03.20(4) of the Subdivision Regulations.

Response: The draft Post Construction Storm Water Management Maintenance & Easement Agreement has been submitted to the City for review.

17. The cul-de-sac proposed in the east end of Summer Drive should be moved closer to the end of that road and the entrance to the parking structure to allow for plowing operations to turn-around closer to the end of the street.

Response: The cul-de-sac has been updated

18. Note 1 on Sheet C3.1 indicates gas to be provided by MUD. Gas will be provided by Black Hills Energy.

Response: The note has been updated

19. The existing Chili's configuration on proposed Lot 7 should be shown as we understand that facility is to remain in its current configuration. The manner in which that will be incorporated into the project should be shown.

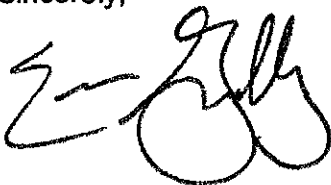
Response: The existing Chili's building is now shown

20. Access and utilities will have to be maintained to the existing Brentwood Car Wash and McDonalds. There are some notations, such as construction entrances, that conflict with the need to do such.

Response: Access and utilities to the existing Brentwood Car Wash and McDonalds will be maintained throughout construction

Thank you for your consideration. If you have any questions, please contact me at 402-341-1116.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eric Galley', with a stylized circular flourish at the end.

Eric Galley, PE



May 17, 2016

Eric Galley  
Olsson Associates  
2111 S 67<sup>th</sup> Street, Suite 200  
Omaha, NE 68106

RE: Preliminary Plat – 2nd Review  
La Vista City Centre

Mr. Galley,

We have reviewed the revised documents submitted for the above-referenced application. Based on the elements for consideration set forth in the applicable section of the Subdivision Regulations for the Preliminary Plat the City has the following comments:

1. The land swap areas identified on the preliminary plat will need to become part of the adjacent proposed Lots 11, 12, and 14. There will need to be an exchange of deeds as part of the subdivision or redevelopment agreements and that process would need to be completed prior to the final plat being recorded. The swap areas should not be identified as individual lots.
2. The proposed west right-of-way line for 83<sup>rd</sup> Avenue adjacent to proposed Lots 1 and 2 will need to be at least 5 feet back of the proposed curb line to allow for traffic control signage and street lighting installation.
3. Itemized cost estimates for infrastructure improvements need to be provided per Article 3.03.15 of the Subdivision Regulations.
4. The typical sections on Sheet C3.1 indicate pavement thickness of 7 inches. Section 4.24 of the Subdivision Regulations indicates minimum pavement thicknesses. The footnotes to the table in that section indicate a minimum of 8 inches for streets in commercially zoned areas. There should be a discussion with the applicant as to whether the drive aisles in the typical sections could be 8 inches thick and the parking stalls could be 6 inches thick. If the streets remain at 7-inches thick, then a waiver request should be processed.
5. A revised conceptual Post Construction Storm Water Management plan for addressing water quality was submitted. There needs to be a discussion with the School District to explore shared storm water management facilities as

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[info@cityoflavista.org](mailto:info@cityoflavista.org)

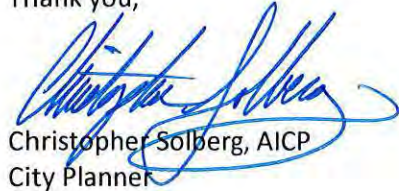


well as other aspects such as grading and future street patterns. This meeting needs to occur before design of infrastructure proceeds and the City will arrange the meeting.

In order for the Preliminary Plat to be considered for review at the June 2, 2016 Planning Commission meeting, revised preliminary plat documents will need to be provided for the Planning Commission packets. Please submit 10 full-size and 4 ledger-size copies (along with electronic copies) of the revised documents by May 25, 2016 to ensure that the application stays on track for the review by Planning Commission.

If you have any questions regarding these comments please feel free to contact me at any time.

Thank you,

A handwritten signature in blue ink, appearing to read "Christopher Solberg", is written over the printed name and title.

Christopher Solberg, AICP  
City Planner

cc: Ann Birch, Community Development Director  
John Kottmann, City Engineer  
Chris Erickson, La Vista City Centre LLC  
File

May 25, 2016

Christopher Solberg  
City of La Vista  
8116 Park View Blvd  
La Vista, NE 68128

Re: Preliminary Plat – 2nd Review La Vista City Centre

Dear Mr. Solberg,

Please find enclosed a resubmittal of the Preliminary Plat which incorporates the revisions requested through the Staff Report dated May 17, 2016.

Submittal documents are as follows:

- o Revised Preliminary Plat Plans (4 copies)

Below you will find comment responses to the staff report.

1. The land swap areas identified on the preliminary plat will need to become part of the adjacent proposed Lots 11, 12, and 14. There will need to be an exchange of deeds as part of the subdivision or redevelopment agreements and that process would need to be completed prior to the final plat being recorded. The swap areas should not be identified as individual lots.

**Response: Former land swap areas have been incorporated into Lots 11, 12, and 14.**

2. The proposed west right-of-way line for 83<sup>rd</sup> Avenue adjacent to proposed Lots 1 and 2 will need to be at least 5 feet back of the proposed curb line to allow for traffic control signage and street lighting installation.

**Response: The right-of-way line has been adjusted.**

3. Itemized cost estimates for infrastructure improvements need to be provided per Article 3.03.15 of the Subdivision Regulations.

**Response: An Engineer's Opinion of Cost has been prepared and included.**

4. The typical sections on Sheet C3.1 indicate pavement thickness of 7 inches. Section 4.24 of the Subdivision Regulations indicates minimum pavement thicknesses. The footnotes to the table in that section indicate a minimum of 8 inches for streets in commercially zoned areas. There should be a discussion with the applicant as to whether the drive aisles in the typical sections could be 8 inches thick and the parking stalls could be 6 inches thick. If the streets remain at 7-inches thick, then a waiver request should be processed.

Response: The typical section pavement thickness has been increased to 8 inches per the Subdivision Regulations and preliminary geotechnical report. Parking stall pavement thickness has been set at 5 inches per the preliminary geotechnical report.

5. A revised conceptual Post Construction Storm Water Management plan for addressing water quality was submitted. There needs to be a discussion with the School District to explore shared storm water management facilities as well as other aspects such as grading and future street patterns. This meeting needs to occur before design of infrastructure proceeds and the City will arrange the meeting.

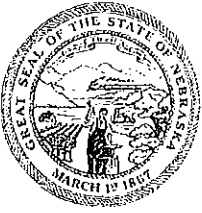
Response: Olsson Associates will be involved in the coordination of the stormwater needs for the development.

Thank you for your consideration. If you have any questions, please contact me at 402-341-1116.

Sincerely,



Eric Galley, PE



Pete Ricketts  
Governor

## STATE OF NEBRASKA

DEPARTMENT OF ROADS  
Kyle Schneeweis, P.E., Director

1500 Highway 2 • PO Box 94759 • Lincoln NE 68509-4759  
Phone (402) 471-4567 • FAX (402) 479-4325 • [www.roads.nebraska.gov](http://www.roads.nebraska.gov)

May 3, 2016

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

RE: Proposed Access Control Revision on Highway 85

Dear Mr. Kottman :

The Nebraska Department of Roads (NDOR) has reviewed the City of LaVista's permit application and corresponding Traffic Impact Study for the Town Center development along highway N-85 (84<sup>th</sup> Street) between Brentwood Drive and Summer Drive. The two requests from the City were to relocate the existing Summer Drive approximately 250' south of the current location, as well as adding a new Right-In/Right-Out (RI/RO) drive approximately 515' north of the existing Brentwood Drive. This RI/RO location will serve the property on the east side of N-85 (84<sup>th</sup> Street). The new Summer Drive location will only serve the development on the east side of N-85 (84<sup>th</sup> Street); if the City chooses to connect to the west side of N-85 at Summer Drive in the future, a separate permit application will be required.

The state highway mainline progression during peak hours with modifications to the signal timings, will allow for overall acceptable results, but may result in greater delays on the minor approaches. The results of the study were discussed with the City. The upcoming "84<sup>th</sup> St ASCT, HSIP-5023(18), CN 22695" project will also benefit the highway travel times along this state highway corridor.

Based on our review, NDOR approves of the new access points as proposed by the City, with the understanding that NDOR will receive the final Traffic Impact Study with our comments addressed. Also NDOR should receive all recorded plats, plan details, geometrics, pavement type, erosion control and drainage, at the appropriate time for NDOR review and approval.

If you have any additional questions or need any additional information, please let me know at 402 479-4770.

Sincerely,

Todd Wicken  
Property Management Supervisor  
Cc: Tim Weander





Christopher Solberg  
City of La Vista  
8116 Park View Blvd  
LaVista, NE 68128

Re: Preliminary Plat – Initial Review La Vista City Centre

Dear Mr. Solberg,

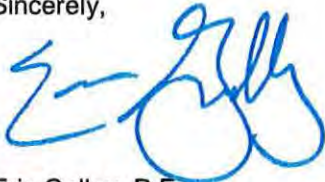
We are requesting the following waivers as they relate to the La Vista City Centre Subdivision generally located at 84<sup>th</sup> and Brentwood Dr.

Pursuant to Section 4.24 of the City of La Vista Subdivision Regulations, local roads shall have a centerline radius of no less than 200'. According to the Board of Public Roads Classifications and Standards the minimum horizontal centerline radii for a local road with a design speed of 30 mph or less is 100 feet.

**The developer would like to request that all roads within the subdivision with a design speed of 30 mph or less be allowed a minimum centerline radius of 100 feet.**

Thank you for your time and consideration. Please contact me with any questions at (402) 970-2319.

Sincerely,

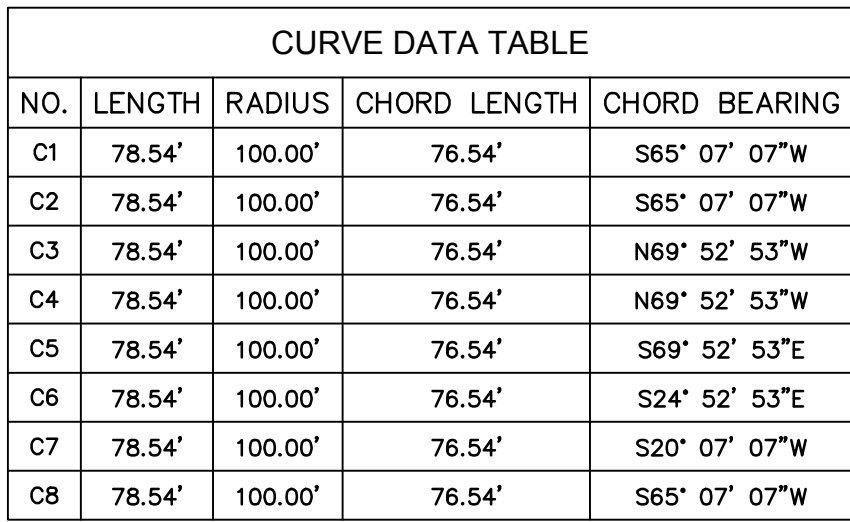
A handwritten signature in blue ink, appearing to read "Eric Galley".

Eric Galley, P.E.

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LOTS 1 THRU 17 AND OUTLOTS A THRU C

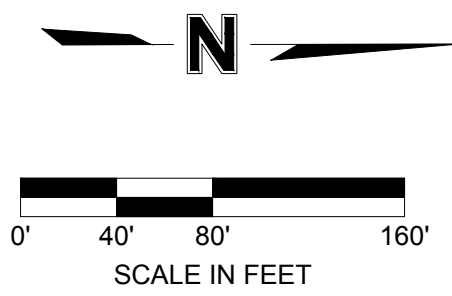
12 IN THE NORTHWEST QUARTER, ALL IN SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



HEET  
C1.1

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DATE: May 25, 2016 11:39am XREFS: C: PBNIDY 60546 C: TBLK 60546 C: PBASE 60546 C: SVY BNDY 60546





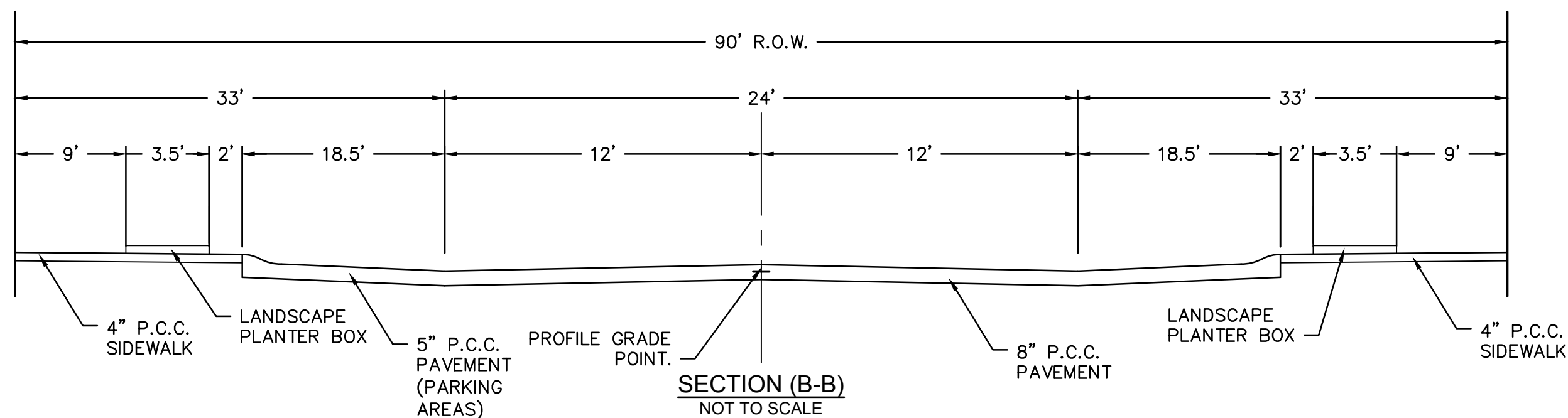
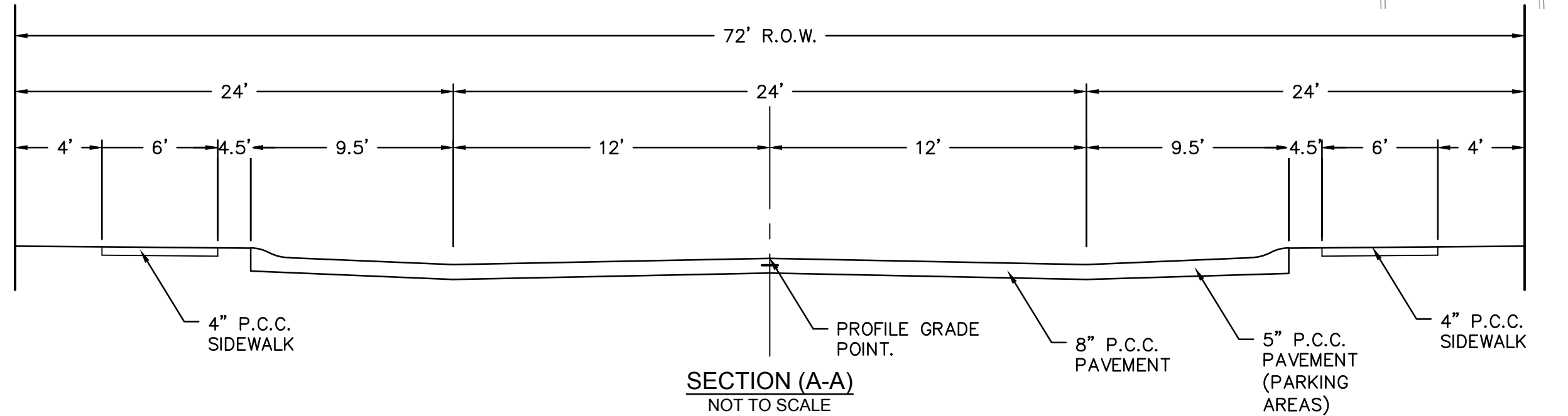
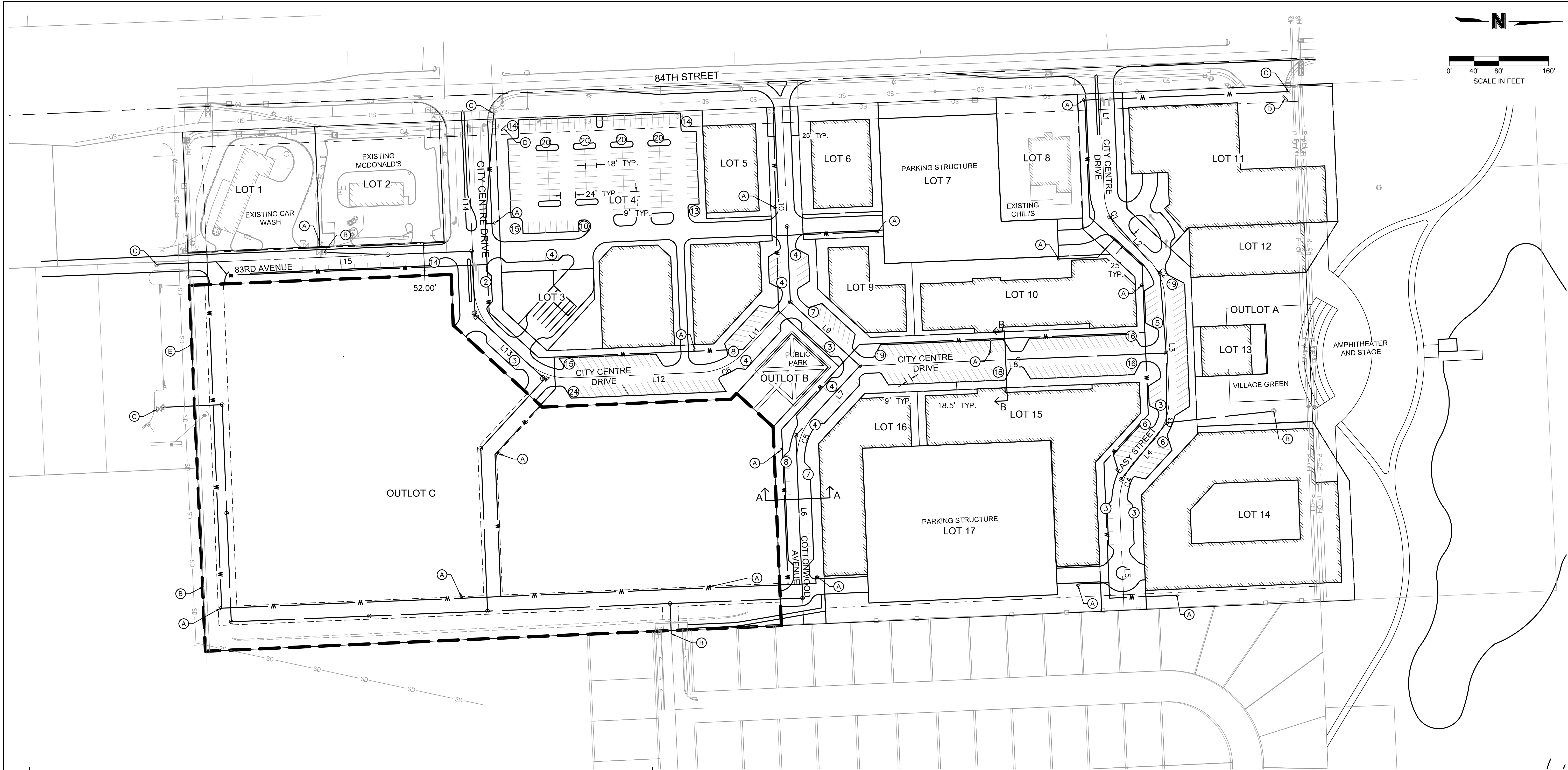
2111 South 67th Street, Suite 200  
Omaha, NE 68106  
TEL 402.341.1116  
FAX 402.341.5895  
[www.dlssonassociates.com](http://www.dlssonassociates.com)

REVISIONS

2016

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DWG: F:\2016\0501-1000\016-0546\40-Design\AutocAD\Preliminary Plans\Sheets\LDVPC\_SIT\_60546.dwg USER: pniewehner  
DATE: May 25, 2016 11:41am XREFS: C\_TBLK\_60546 C\_PBASE\_60546 C\_PBDY\_60546 C\_PUTIL\_60546 C\_PLT\_60546 C\_FPT\_60546



KEY MAP	
(A)	FIRE HYDRANT
(B)	EXISTING SANITARY SEWER MANHOLE
(C)	CONNECT TO EXISTING WATER
(D)	MONUMENT SIGN
(E)	EXISTING SIDEWALK

LEGEND	
---	BOUNDARY LINE
---	SECTION LINE
---	EXISTING PROPERTY LINE
SS	EXISTING SANITARY SEWER
P-OH	EXISTING OVERHEAD POWER
G	EXISTING GAS LINE
SD	EXISTING STORM SEWER
W	EXISTING WATER LINE
---	PROPOSED SANITARY SEWER
---	PROPOSED WATER LINE

- NOTES:**
- WATER PROVIDED BY M.U.D. GAS TO BE PROVIDED BY BLACK HILLS ENERGY.
  - POWER TO BE PROVIDED BY O.P.P.D.
  - TELEPHONE AND CABLE TO BE PROVIDED BY LOCAL SERVICE.
  - THE CALCULATION OF THE AREA REQUIRING CONTROL OF THE FIRST ONE HALF INCH OF RUNOFF SHALL BE BASED ONLY ON THE IMPERVIOUS AREA OF THE PROJECT BEING ADDED OR REPLACED.
  - THE FINAL POST CONSTRUCTION STORMWATER MANAGEMENT PLAN SHALL BE SUBMITTED FOR APPROVAL AT THE TIME OF BUILDING PERMIT.
  - ALL DIMENSIONS ARE TO BACK OF CURB, UNLESS OTHERWISE NOTED.

OLSSON<sup>®</sup>  
ASSOCIATES

2111 South 67th Street, Suite 200  
Omaha, NE 68106  
TEL 402.341.1116  
FAX 402.341.5895  
www.olssonassociates.com

PRELIMINARY SITE AND UTILITY PLAN

LA VISTA CITY CENTRE  
84TH STREET AND BRENTWOOD DRIVE

LA VISTA, NE

2016

REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION

drawn by: CAS

checked by: ERG

approved by: ERG

QA/QC by: ERG

project no.: 016-0546

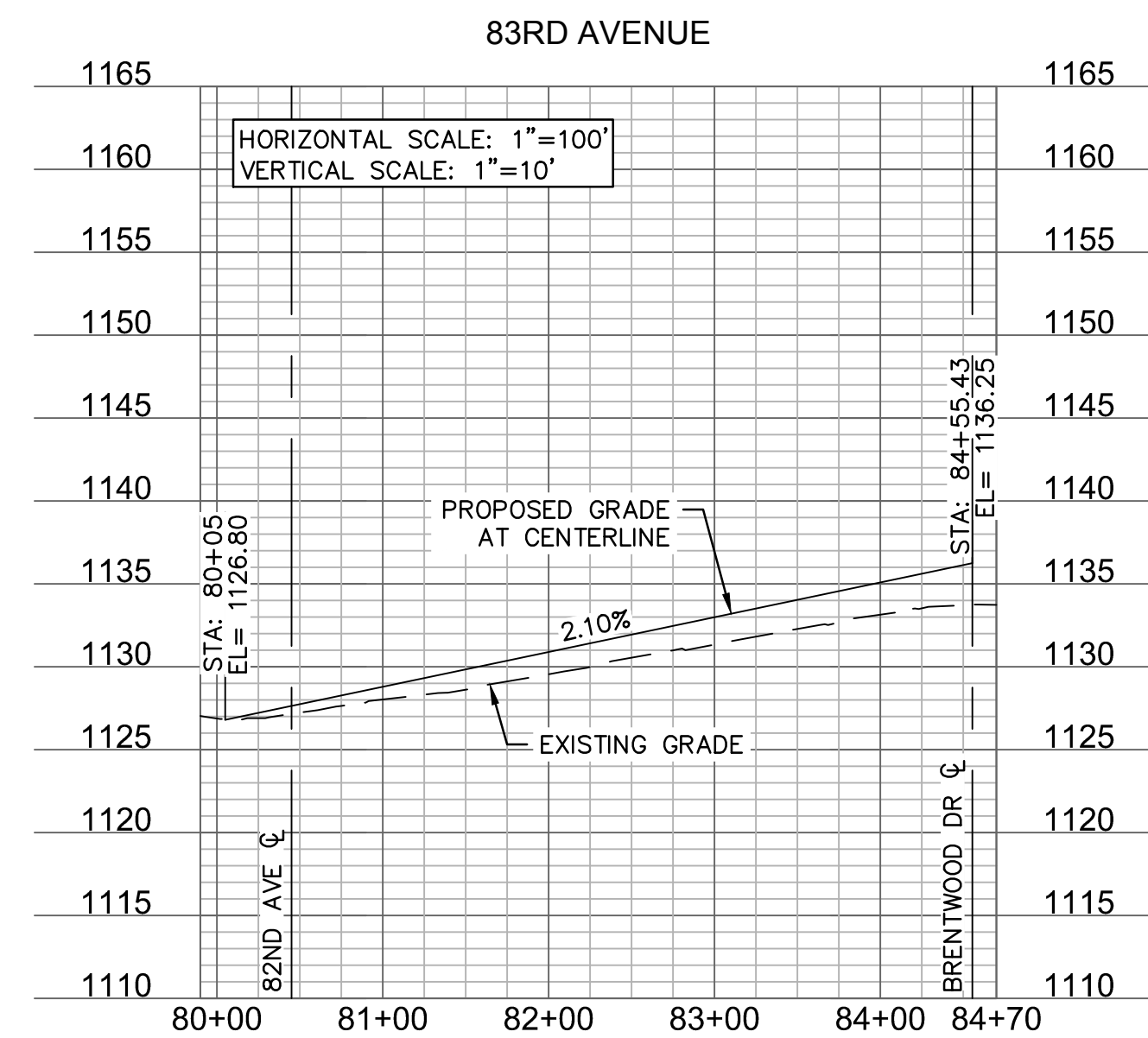
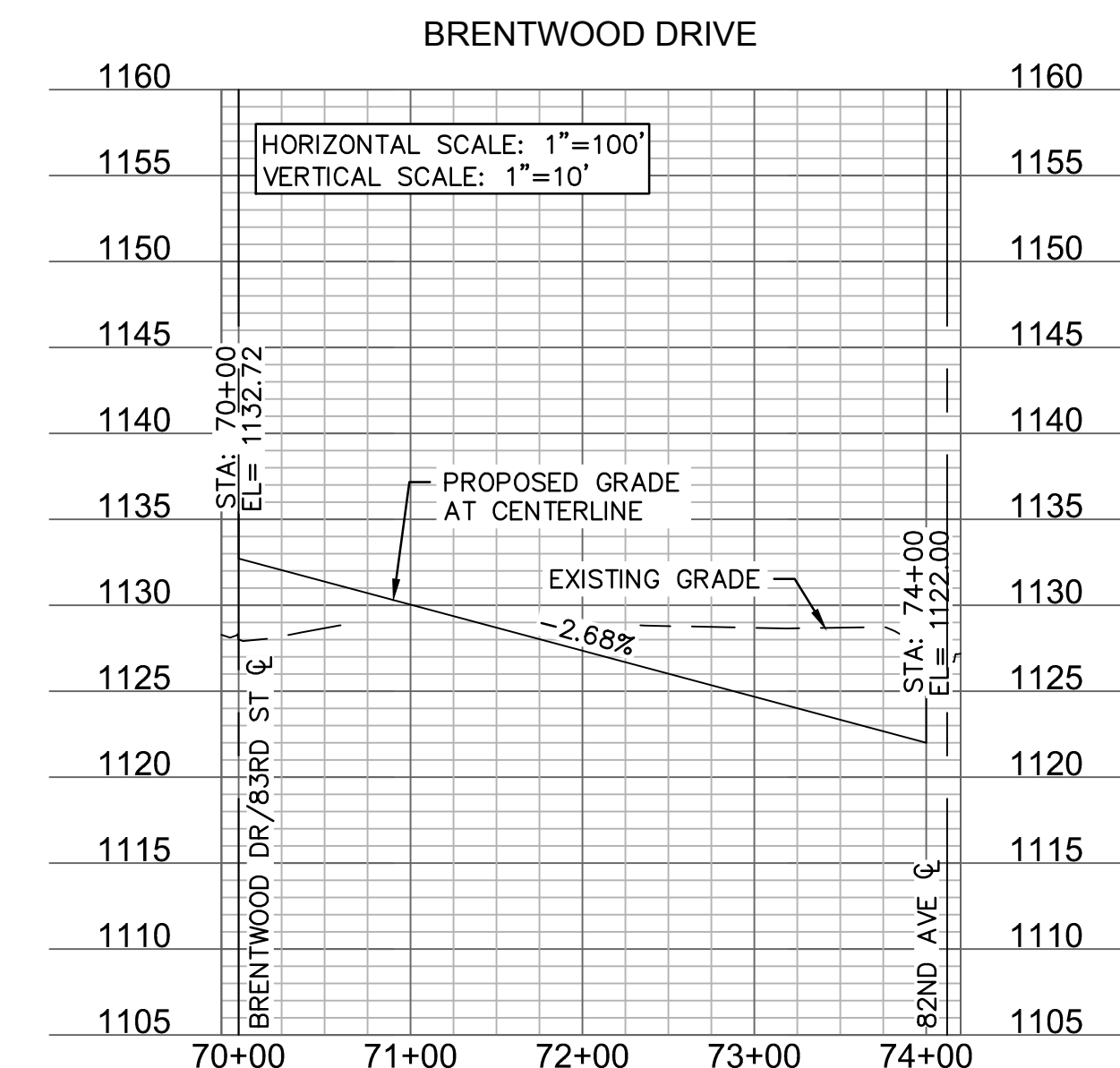
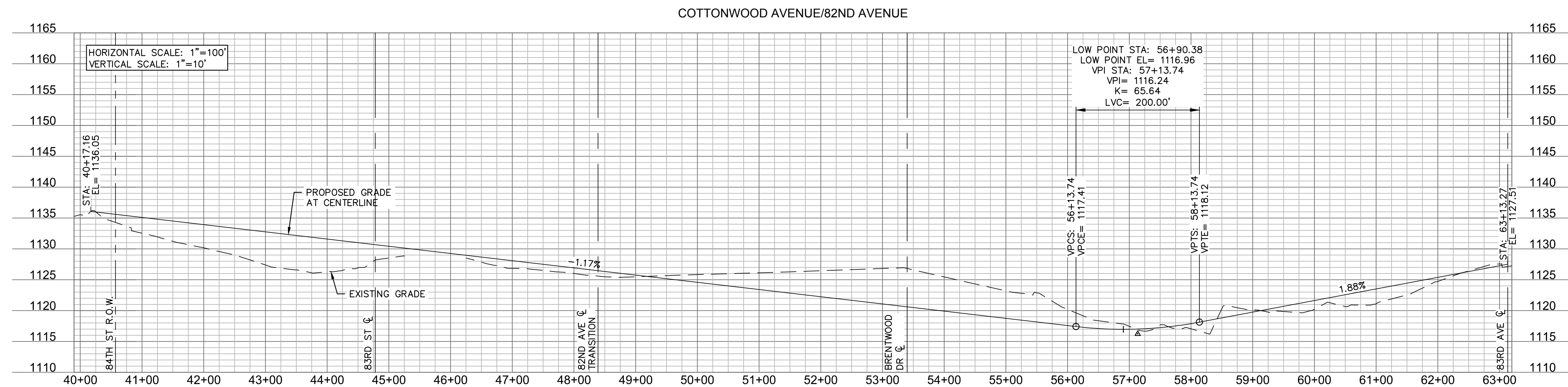
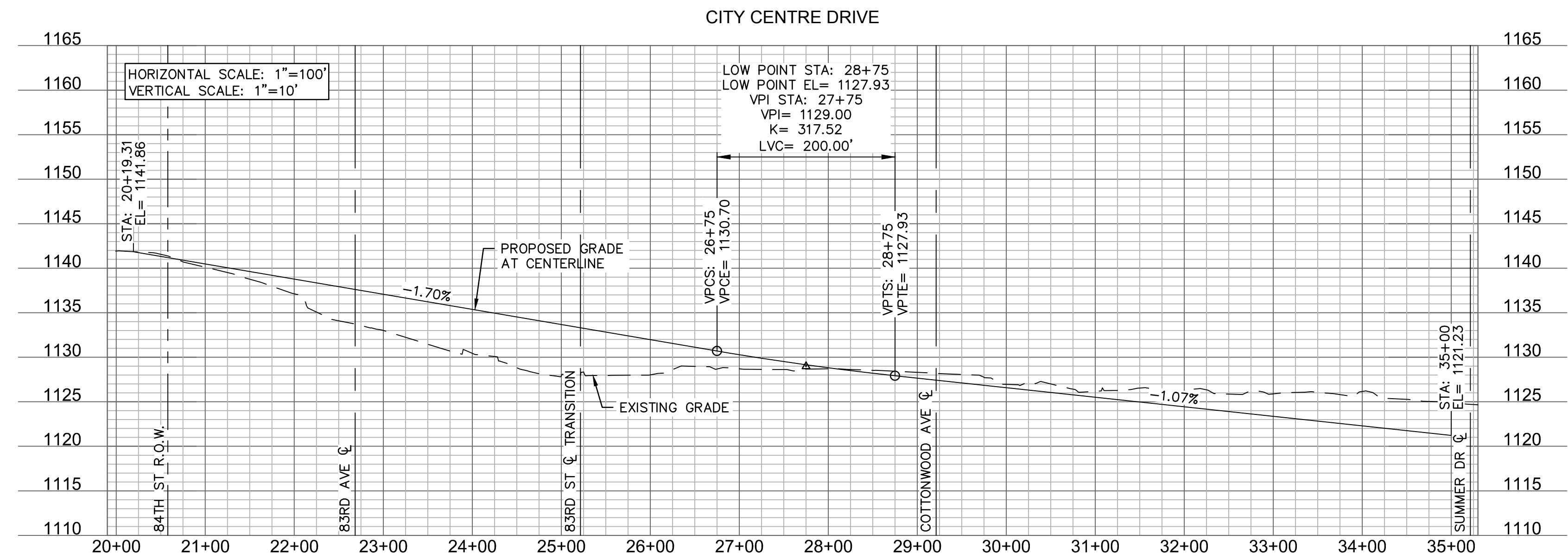
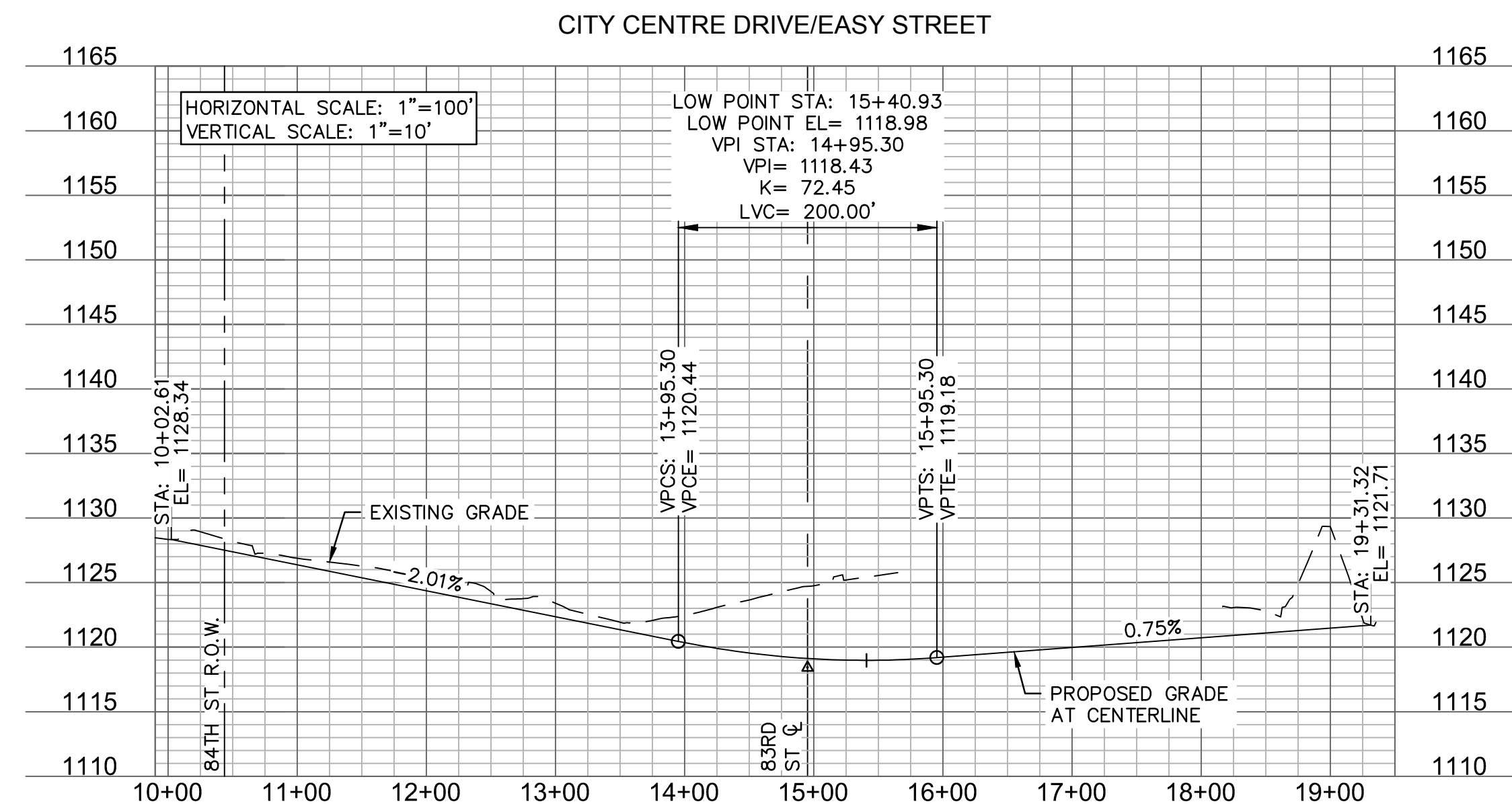
drawing no.: 04.04.2016

SHEET

C3.1







drawn by: _____ CAS checked by: _____ ERG approved by: _____ ERG OADR by: _____ ERG project no.: _____ ERG drawing no.: _____ 016-0546 date: _____ 04.04.2016	PRELIMINARY CENTERLINE PROFILES		REV. NO.	DATE	REVISIONS DESCRIPTION
	LA VISTA CITY CENTRE 84TH STREET AND BRENTWOOD DRIVE				
LA VISTA, NE	2016	REVISIONS			

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 19, 2016 AGENDA**

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

**SYNOPSIS**

A resolution has been prepared for the City of La Vista to approve proposed redevelopment projects in the 84<sup>th</sup> Street Redevelopment Area.

**FISCAL IMPACT**

See attached resolution.

**RECOMMENDATION**

Approve.

**BACKGROUND**

The City Council adopted Resolution No. 12-011 declaring the 84<sup>th</sup> Street Redevelopment Area a substandard and blighted area, and in need of redevelopment. The City Council also created the La Vista Community Development Agency, governed by the Mayor and City Council and providing for actions of the Agency to be taken at City Council meetings; and approved a Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area ("Redevelopment Plan").

Amendments to the Redevelopment Plan and City comprehensive development plan will be presented at a later time for proposed redevelopment projects in the 84<sup>th</sup> Street Redevelopment Area described in the following sentences ("Redevelopment Plan and Comprehensive Plan Amendments"). The proposed redevelopment projects involve the City of La Vista ("City") and La Vista Community Development Agency ("Agency") and areas on or in the vicinity of the La Vista Falls Golf Course, City swimming pool, and Brentwood Crossing (which is in the vicinity of 84<sup>th</sup> and Brentwood Drive), with City or Agency involvement in the projects proposed to include without limitation, acquisition or construction of public streets, offstreet parking facilities, or recreational areas; demolition, removal, or disposal of existing buildings or improvements; relocation of existing utilities or businesses; grading or other preparation of the site; acquisition of all rights, and taking all actions, necessary or appropriate to perform the projects or work; and required funding ("Projects"). The engineer's preliminary estimate of costs of such multi-year Projects is \$54.1 million, with first phase costs in the initial years estimated at \$28.1 million for City or Agency work on the Brentwood Crossing site, and \$8.0 million for City or Agency work on or in the vicinity of the La Vista Falls Golf Course, City swimming pool, or otherwise not on the Brentwood Crossing site. Allocation of performance or costs as between City and Agency shall be determined; initial estimates provide for allocation of performance as 90% City and 10% Agency.

A public hearing on the proposed Projects was held on June 7, 2016. A resolution to approve the Projects under Neb. Rev. Stat. Section 18-2528 is presented for consideration at this meeting, which approval would be subject

to adoption of the Redevelopment Plan and Comprehensive Plan Amendments, definitive documents, agreements, and instruments, and satisfaction of any other applicable requirements of the Community Development Law or other applicable laws.

K:\APPS\City Hall\CNCLRPT (Blue Letters)\16file\16 CD 84th Street Redevelopment - City Council Approve Projects 07.19.16.Dock

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA REGARDING REDEVELOPMENT PROJECTS IN THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA**

**WHEREAS,** the City Council on July 16, 2013 approved a Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area ("Redevelopment Plan"); and

**WHEREAS,** amendments to the Redevelopment Plan and City comprehensive development plan are being prepared for anticipated redevelopment projects involving areas on or in the vicinity of the La Vista Falls Golf Course, City swimming pool, and Brentwood Crossing ("Amendments").

**NOW THEREFORE, BE IT RESOLVED** that the governing body of the City hereby finds, determines, and approves as follows:

1. The recitals above are incorporated into this resolution by reference.
2. Redevelopment projects within the 84<sup>th</sup> Street Redevelopment Area and involving the City of La Vista ("City") and La Vista Community Development Agency ("Agency") are proposed for areas on or in the vicinity of the La Vista Falls Golf Course, City swimming pool, and Brentwood Crossing (in the vicinity of 84<sup>th</sup> and Brentwood Drive), with City or Agency involvement in the projects proposed to include without limitation, acquisition, construction, or improvement of public streets, offstreet parking facilities, or recreational or other public areas; demolition, removal, or disposal of existing buildings or improvements; relocation of existing utilities or businesses; grading or other preparation of the site; acquisition of all rights, and taking all actions, necessary or appropriate to perform the projects or work; and required funding ("Projects"). The engineer's preliminary estimate of costs of such multi-year Projects is \$54.1 million, with first phase costs in the initial years estimated at \$28.1 million for City or Agency work on the Brentwood Crossing site, and \$8.0 million for City or Agency work on or in the vicinity of the La Vista Falls Golf Course, City swimming pool, or otherwise not on the Brentwood Crossing site. Allocation of performance or costs as between City and Agency shall be determined; initial estimates provide for allocation of performance as 90% City and 10% Agency.
3. The Projects are approved, subject to adoption of the Amendments, definitive documents, agreements, and instruments in form and content satisfactory to the City Administrator, and satisfaction of any other applicable requirements of the Community Development Law or other applicable laws.
4. The Projects as described in this resolution are subject to limited referendum for a period of thirty days after the first publication of such notice for such Projects and, after such thirty-day period, the Projects and measures related to them will not be subject to any further right of referendum.

**BE IT FURTHER RESOLVED,** that the Mayor, City Administrator, City Clerk, or his or her designee is authorized to take such further actions as he or she determines necessary or appropriate to carry out the actions approved herein, including without limitation providing any notices.

PASSED AND APPROVED THIS 19TH DAY OF JULY, 2016.

CITY OF LA VISTA

---

Douglas Kindig, Mayor  
City of La Vista

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**CITY OF LA VISTA  
LA VISTA COMMUNITY DEVELOPMENT AGENCY REPORT  
JULY 19, 2016 AGENDA**

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

**SYNOPSIS**

A resolution has been prepared for the La Vista Community Development Agency to approve proposed redevelopment projects in the 84<sup>th</sup> Street Redevelopment Area.

**FISCAL IMPACT**

See attached resolution.

**RECOMMENDATION**

Approve.

**BACKGROUND**

The City Council adopted Resolution No. 12-011 declaring the 84<sup>th</sup> Street Redevelopment Area a substandard and blighted area, and in need of redevelopment. The City Council also created the La Vista Community Development Agency, governed by the Mayor and City Council and providing for actions of the Agency to be taken at City Council meetings; and approved a Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area ("Redevelopment Plan").

Amendments to the Redevelopment Plan and City comprehensive development plan will be presented at a later time for proposed redevelopment projects in the 84<sup>th</sup> Street Redevelopment Area described in the following sentences ("Redevelopment Plan and Comprehensive Plan Amendments"). The proposed redevelopment projects involve the City of La Vista ("City") and La Vista Community Development Agency ("Agency") and areas on or in the vicinity of the La Vista Falls Golf Course, City swimming pool, and Brentwood Crossing (which is in the vicinity of 84<sup>th</sup> and Brentwood Drive), with City or Agency involvement in the projects proposed to include without limitation, acquisition or construction of public streets, offstreet parking facilities, or recreational areas; demolition, removal, or disposal of existing buildings or improvements; relocation of existing utilities or businesses; grading or other preparation of the site; acquisition of all rights, and taking all actions, necessary or appropriate to perform the projects or work; and required funding ("Projects"). The engineer's preliminary estimate of costs of such multi-year Projects is \$54.1 million, with first phase costs in the initial years estimated at \$28.1 million for City or Agency work on the Brentwood Crossing site, and \$8.0 million for City or Agency work on or in the vicinity of the La Vista Falls Golf Course, City swimming pool, or otherwise not on the Brentwood Crossing site. Allocation of performance or costs as between City and Agency shall be determined; initial estimates provide for allocation of performance as 90% City and 10% Agency.

A public hearing on the proposed Projects was held on June 7, 2016. A resolution to approve the Projects under Neb. Rev. Stat. Section 18-2528 is presented for consideration at this meeting, which approval would be subject

to adoption of the Redevelopment Plan and Comprehensive Plan Amendments, definitive documents, agreements, and instruments, and satisfaction of any other applicable requirements of the Community Development Law or other applicable laws.

K:\APPS\City Hall\CNCLRPT (Blue Letters)\16file\16 CD 84th Street Redevelopment - CDA Approve Projects 07.19.16.Docx



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, REGARDING REDEVELOPMENT PROJECTS IN THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA**

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

WHEREAS, the City Council on July 16, 2013 approved a Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area ("Redevelopment Plan"); and

WHEREAS, amendments to the Redevelopment Plan and City comprehensive development plan are being prepared for anticipated redevelopment projects involving areas on or in the vicinity of the La Vista Falls Golf Course, City swimming pool, and Brentwood Crossing ("Amendments")

NOW THEREFORE, BE IT RESOLVED that La Vista Community Development Agency hereby finds, determines, and approves as follows:

1. The recitals above are incorporated into this resolution by reference.
2. Redevelopment projects within the 84<sup>th</sup> Street Redevelopment Area and involving the City of La Vista ("City") and La Vista Community Development Agency ("Agency") are proposed for areas on or in the vicinity of the La Vista Falls Golf Course, City swimming pool, and Brentwood Crossing (in the vicinity of 84<sup>th</sup> and Brentwood Drive), with City or Agency involvement in the projects proposed to include without limitation, acquisition, construction, or improvement of public streets, offstreet parking facilities, or recreational or other public areas; demolition, removal, or disposal of existing buildings or improvements; relocation of existing utilities or businesses; grading or other preparation of the site; acquisition of all rights, and taking all actions, necessary or appropriate to perform the projects or work; and required funding ("Projects"). The engineer's preliminary estimate of costs of such multi-year Projects is \$54.1 million, with first phase costs in the initial years estimated at \$28.1 million for City or Agency work on the Brentwood Crossing site, and \$8.0 million for City or Agency work on or in the vicinity of the La Vista Falls Golf Course, City swimming pool, or otherwise not on the Brentwood Crossing site. Allocation of performance or costs as between City and Agency shall be determined; initial estimates provide for allocation of performance as 90% City and 10% Agency.
3. The Projects are approved, subject to adoption of the Amendments, definitive documents, agreements, and instruments in form and content satisfactory to the City Administrator, and satisfaction of any other applicable requirements of the Community Development Law or other applicable laws.
4. The Projects as described in this resolution are subject to limited referendum for a period of thirty days after the first publication of such notice for such Projects and, after such thirty-day period, the Projects and measures related to them will not be subject to any further right of referendum.

BE IT FURTHER RESOLVED, that the Mayor, City Administrator, City Clerk, or his or her designee, on behalf of the Agency, is authorized to take such further actions as he or she determines necessary or appropriate to carry out the actions approved herein, including without limitation providing any notices.

PASSED AND APPROVED THIS 19TH DAY OF JULY, 2016.

LA VISTA COMMUNITY DEVELOPMENT  
AGENCY

\_\_\_\_\_  
Douglas Kindig, Mayor  
City of La Vista

ATTEST:

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

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 19, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROPERTY CONVEYANCE — PARTS OF SOUTHWESTERN SLOPE OF GOLF COURSE	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIR.

**SYNOPSIS**

An ordinance has been prepared directing the sale and conveyance of parts of the southwestern slope of the golf course and manner and terms thereof.

**FISCAL IMPACT**

Consideration is anticipated to be receipt by the City of equivalent real property in exchange for public uses to the south.

**RECOMMENDATION**

Approval.

**BACKGROUND**

An ordinance has been prepared directing the conveyance of parts of the southwestern slope of the golf course as shown on Exhibit A. Consideration is anticipated to be receipt by the City of equivalent real property in exchange for public uses to the south. The conveyance is subject to amending the 84<sup>th</sup> Street Redevelopment Plan and Comprehensive Plan for anticipated redevelopment projects including areas of the golf course and Brentwood Crossing, definitive documents, and satisfying any other applicable requirements of the Community Development Law or other applicable laws. Notice of the sale and terms will be published.

**ORDINANCE NO. \_\_\_\_**

AN ORDINANCE DIRECTING CONVEYANCE OF REAL ESTATE IN THE VICINITY OF SOUTHWESTERN AREAS OF LA VISTA FALLS GOLF COURSE, BEING A PART OF TAX LOT 12 LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, AND THE MANNER AND TERMS THEREOF; AND TO PROVIDE FOR AN EFFECTIVE DATE HEREOF.

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

Section 1. It is hereby declared necessary, expedient, proper and for the public good for the City, upon payment or provision of applicable consideration, to sell and convey the property described in Exhibit A ("Property") according to the manner and terms of conveyance set forth in Exhibit B ("Manner and Terms of Conveyance"), which sale, conveyance and Manner and Terms of Conveyance are hereby found and deemed to be in the best interests of the City. Exhibits A and B are incorporated into this Ordinance by reference.

Section 2. It is hereby directed that the Property be sold and conveyed according to the Manner and Terms of Conveyance. Such sale and conveyance shall be carried out by the Mayor, City Administrator, City Clerk or such other persons as the City Administrator determines, and each of them shall have full power and authority to take all actions as necessary or appropriate to carry out the sale and conveyance, including without limitation executing and delivering all deeds or other instruments or documents on behalf of the City. Provided, however, notwithstanding anything in this Ordinance to the contrary, direction of the sale and conveyance of the Property pursuant to this Ordinance shall be subject to any required movement, or consent of the owner, of any public utilities using the Property, adoption of amendments to the La Vista Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area and Comprehensive Development Plan for anticipated redevelopment projects including areas of the La Vista Falls golf course and Brentwood Crossing, definitive documents, agreements, and instruments in form and content satisfactory to the City Administrator, and satisfaction of any other applicable requirements of the Community Development Law or other applicable laws.

Section 3. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 19TH DAY OF JULY, 2016.

CITY OF LA VISTA

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

ATTEST:

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

EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY TO BE CONVEYED

A TRACT OF LAND BEING A PART OF TAX LOT 12 LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TAX LOT 12, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE ON AN ASSUMED BEARING OF N02°22'12"E ON THE EAST RIGHT-OF-WAY LINE OF 84TH STREET, 55.20 FEET; THENCE N87°27'28"E, 217.26 FEET; THENCE S57°58'55"E, 96.96 FEET TO A POINT ON THE SOUTH LINE OF SAID TAX LOT 12; THENCE S87°27'28"W ON SAID SOUTH LINE, 301.84 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 14,275.29 SQ. FT. OR 0.328 ACRES MORE OR LESS.

A TRACT OF LAND BEING A PART OF TAX LOT 12 LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 2:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TAX LOT 12, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE ON AN ASSUMED BEARING OF N87°27'28"E ON SAID SOUTH LINE OF TAX LOT 12, 541.84 FEET TO THE POINT OF BEGINNING; THENCE N58°06'08"E, 112.19 FEET; THENCE N87°27'28"E, 191.50 FEET; THENCE S02°33'02"E, 55.00 FEET TO A POINT ON SAID SOUTH LINE OF TAX LOT 12; THENCE S87°27'28"W ON SAID SOUTH LINE, 289.29 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 13,221.81 SQ. FT. OR 0.304 ACRES MORE OR LESS.

SAID TRACTS 1 AND 2 CONTAIN A TOTAL CALCULATED AREA OF 27,497.10 SQ. FT. OR 0.631 ACRES MORE OR LESS.

PROJECT NO: 016-0546	
DRAWN BY: PAN	
DATE: 6/14/2016	
TAX LOT 12 TRACT 1 & 2 METES AND BOUNDS	
	
EXHIBIT	1

**LEGAL DESCRIPTION:**

A TRACT OF LAND BEING A PART OF TAX LOT 12 LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SAPPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TAX LOT 12, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE ON AN ASSUMED BEARING OF N02°22'12"E ON THE EAST RIGHT-OF-WAY LINE OF 84TH STREET, 55.20 FEET; THENCE N87°27'28"E, 217.26 FEET; THENCE S57°58'55"E, 96.96 FEET TO A POINT ON THE SOUTH LINE OF SAID TAX LOT 12; THENCE S87°27'28"W ON SAID SOUTH LINE, 301.84 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 14,275.29 SQ. FT. OR 0.328 ACRES MORE OR LESS.

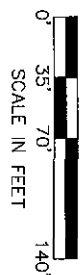
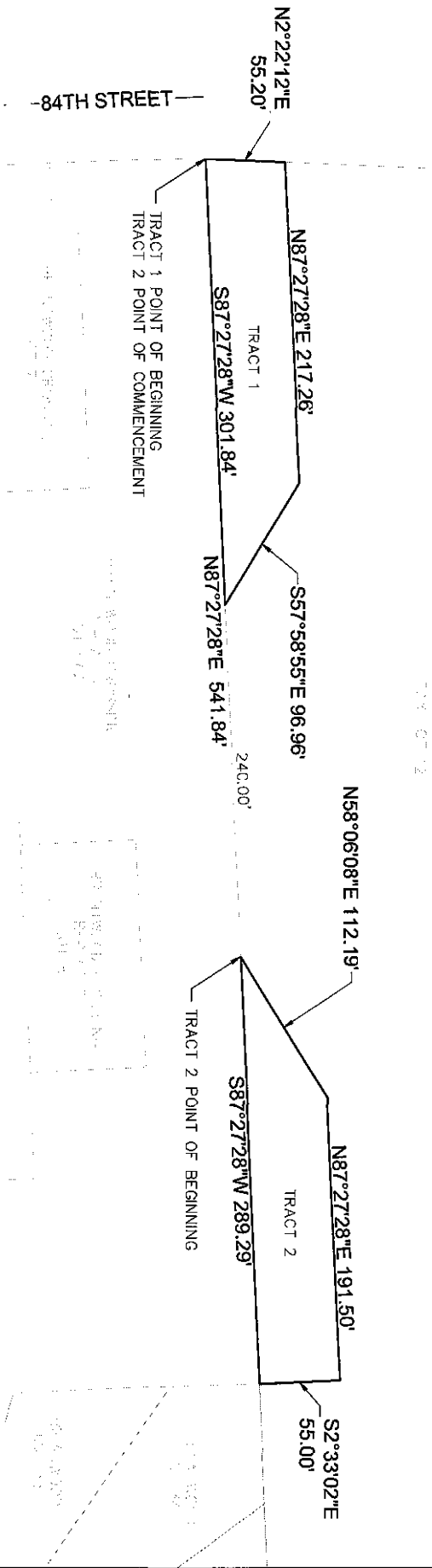
A TRACT OF LAND BEING A PART OF TAX LOT 12 LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SAPPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 2:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TAX LOT 12, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE ON AN ASSUMED BEARING OF N87°27'28"E ON SAID SOUTH LINE OF TAX LOT 12, 541.84 FEET TO THE POINT OF BEGINNING; THENCE N58°06'08"E, 112.19 FEET; THENCE N87°27'28"E, 191.50 FEET; THENCE S02°33'02"E, 55.00 FEET TO A POINT ON SAID SOUTH LINE OF TAX LOT 12; THENCE S87°27'28"W ON SAID SOUTH LINE, 289.29 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 13,221.81 SQ. FT. OR 0.304 ACRES MORE OR LESS.

SAID TRACTS 1 AND 2 CONTAIN A TOTAL CALCULATED AREA OF 27,497.10 SQ. FT. OR 0.631 ACRES MORE OR LESS.



**EXHIBIT B  
MANNER AND TERMS OF CONVEYANCE**

**Manner of Sale:** Deed or other appropriate instrument of conveyance from City.

**Terms of Sale:**

1) Legal Description:

A TRACT OF LAND BEING A PART OF TAX LOT 12 LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TAX LOT 12, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE ON AN ASSUMED BEARING OF N02°22'12"E ON THE EAST RIGHT-OF-WAY LINE OF 84TH STREET, 55.20 FEET; THENCE N87°27'28"E, 217.26 FEET; THENCE S57°58'55"E, 96.96 FEET TO A POINT ON THE SOUTH LINE OF SAID TAX LOT 12; THENCE S87°27'28"W ON SAID SOUTH LINE, 301.84 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 14,275.29 SQ. FT. OR 0.328 ACRES MORE OR LESS.

A TRACT OF LAND BEING A PART OF TAX LOT 12 LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 2:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TAX LOT 12, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE ON AN ASSUMED BEARING OF N87°27'28"E ON SAID SOUTH LINE OF TAX LOT 12, 541.84 FEET TO THE POINT OF BEGINNING; THENCE N58°06'08"E, 112.19 FEET; THENCE N87°27'28"E, 191.50 FEET; THENCE S02°33'02"E, 55.00 FEET TO A POINT ON SAID SOUTH LINE OF TAX LOT 12; THENCE S87°27'28"W ON SAID SOUTH LINE, 289.29 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 13,221.81 SQ. FT. OR 0.304 ACRES MORE OR LESS.

SAID TRACTS 1 AND 2 CONTAIN A TOTAL CALCULATED AREA OF 27,497.10 SQ. FT. OR 0.631 ACRES MORE OR LESS.

("Property")

2) Consideration to be paid or provided to City: Consideration is anticipated to be receipt by the City of equivalent real property in exchange for public uses to the south, the location and boundaries of which to be determined by survey and subject to approval of the City Administrator; or such other appropriate equivalent consideration as approved by the City Administrator.

3) Method of Payment: Delivery and exchange of deeds or other appropriate instruments of conveyance or equivalent consideration at closing.

4) Closing Date: As parties may agree.

5) Purchaser: \_\_\_\_\_ or its assignee.

**CITY OF LA VISTA  
LA VISTA COMMUNITY DEVELOPMENT AGENCY REPORT  
JULY 19, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
REDEVELOPMENT CONTRACT PROPOSAL FOR THE 84 <sup>TH</sup> STREET REDEVELOPMENT AREA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A resolution has been prepared for the La Vista Community Development Agency to notify the City of an intention to accept redevelopment and subdivision agreements.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Ratify and Approve Resolution 16-066.

**BACKGROUND**

The City Council adopted Resolution No. 12-011 declaring the 84<sup>th</sup> Street Redevelopment Area a substandard and blighted area, and in need of redevelopment. The City Council also created the La Vista Community Development Agency, governed by the Mayor and City Council and providing for actions of the Agency to be taken at City Council meetings; and approved a Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area ("Redevelopment Plan").

An authority under the Community Development Law must give notice to the governing body of a city of its intention to accept redevelopment contracts at least 30 days before actually accepting them. The proposed resolution would serve that purpose with respect to proposed redevelopment and subdivision agreements involving redevelopment projects and areas that include the Brentwood Crossing site, La Vista Falls golf course, and City swimming pool ("Agreements"). Actual acceptance would come later, subject to satisfying applicable requirements, including finalizing the Agreements in satisfactory form and content, amendments to the Redevelopment Plan and City comprehensive development plan for the proposed redevelopment projects, and satisfaction of any other applicable requirements of the Community Development Law or other applicable laws.



**RESOLUTION NO. 16-066**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, REGARDING REDEVELOPMENT CONTRACT PROPOSAL**

WHEREAS, the La Vista Community Development Agency ("Agency") consisting of and governed by the Mayor and City Council of the City of La Vista has been created; and the City Council approved a Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area ("Redevelopment Plan"); and

WHEREAS, amendments to the Redevelopment Plan and City comprehensive development plan are being prepared for anticipated redevelopment projects involving areas on or in the vicinity of the La Vista Falls Golf Course, City swimming pool, and Brentwood Crossing (in the vicinity of 84<sup>th</sup> and Brentwood Drive) ("Amendments"); and

WHEREAS redevelopment and subdivision agreements are proposed for such areas and redevelopment projects with La Vista City Centre, LLC in preliminary form and content ("Agreements"). Notice inviting redevelopment contract proposals was published.

NOW THEREFORE, BE IT RESOLVED that the La Vista Community Development Agency hereby finds, determines, and approves as follows:

1. The recitals above are incorporated into this resolution by reference.
2. An authority under the Community Development Law may accept redevelopment contract proposals as it deems to be in the public interest and in furtherance of the Community Development Law if the authority has, not less than thirty days prior thereto, notified the governing body in writing of its intention to accept such redevelopment contract proposal.
3. Agency desires to notify the governing body of its intent to accept the Agreements, subject to (a) any additions, subtractions or modifications to the Agreements as the City Administrator determines necessary or appropriate, and final Agreements in satisfactory final form and content; (b) adoption of the Amendments, definitive documents, agreements, and instruments in form and content satisfactory to the City Administrator, and satisfaction of any other applicable requirements of the Community Development Law or other applicable laws; (c) any additional consideration or analysis as the City Administrator determines necessary or appropriate to confirm financial or legal ability of redevelopers under the Agreements to carry out their proposals or otherwise; and (d) actual acceptance of the Agreements ("Applicable Conditions").
4. The City Clerk, immediately upon passage and approval of this resolution, shall file and maintain a copy of it with the official records of the City; and such filing shall constitute notification to the governing body of the Agency's intention to accept such Agreements and redevelopment contract proposals, subject to satisfaction of the Applicable Conditions.

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

PASSED AND APPROVED THIS 19TH DAY OF JULY, 2016.

LA VISTA COMMUNITY DEVELOPMENT  
AGENCY

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Douglas Kindig, Mayor  
City of La Vista

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

K:\APPS\City Hall\16 FINAL RESOLUTIONS\16.066 84th Street  
Redevelopment - Contract Proposal 06.21.16 Ratify 07.19.16.Docx

## **NOTICE TO CITY**

By signing below and filing with the City Clerk, I, on behalf of the La Vista Community Development Agency ("Agency"), hereby notify the governing body of the Agency's intention to accept redevelopment contract proposal(s) as described in Resolution No. 16-066 on file with the City Clerk.

Dated this 19th day of July, 2016.

**LA VISTA COMMUNITY DEVELOPMENT  
AGENCY**

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**Douglas Kindig, Mayor  
City of La Vista**

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 19, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
BID AWARD- STREET IMPROVEMENTS- INTERSECTION MODIFICATIONS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared to award a contract to NL & L Concrete, Inc. of Omaha, Nebraska for construction of the City Parking District Access Improvements, PWST 16-002a (Intersection Improvements) in an amount not to exceed \$102,289.75.

**FISCAL IMPACT**

Funding has been included in the CIP for this project in the FY 2016 Budget. It is identified as Project PWST-16-002. The funding source will be General Obligation bonds.

**RECOMMENDATION**

Ratify and Approve Resolution 16-067

**BACKGROUND**

On May 17, 2016, the City Council approved a resolution which authorized the advertisement for bids for this project. The plans and specifications were prepared by Olsson Associates. Bids were received on June 10, 2016 at 10 am. Two bids were received and are summarized as follows:

<u>Bidder</u>	<u>Bid</u>
NL & L Concrete, Inc.	\$ 102,289.75
Swain Construction Inc.	\$ 107,564.81

During the course of bidding there were changes to bid items and quantities. The Engineer's Estimate prior to the bid opening was \$142,726.75.

NL & L Concrete, Inc. is a qualified contractor and it is recommended that a contract be awarded to them in an amount not to exceed \$102,289.75.

**RESOLUTION NO. 16-067**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO NL & L CONCRETE, INC., OMAHA NEBRASKA FOR CONSTRUCTION OF THE CITY PARKING DISTRICT ACCESS IMPROVEMENTS – INTERSECTION MODIFICATIONS IN AN AMOUNT NOT TO EXCEED \$102,289.75.

WHEREAS, the City Council of the City of La Vista has determined that construction of the city parking district access improvements – intersection modifications is necessary; and

WHEREAS, the FY 16 Capital Fund Budget provides funding for this project; and

WHEREAS, Bids were received from two contractors, and

WHEREAS NL & L Concrete, Inc., Omaha Nebraska, has submitted the low, qualified bid, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award a contract to NL & L Concrete, Inc., Omaha Nebraska for construction of the city parking district access improvements – intersection modifications, in an amount not to exceed \$102,289.75.

PASSED AND APPROVED THIS 19TH DAY OF JULY, 2016.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk



June 10, 2016

City of La Vista Public Works Department  
Attn: John Kottmann, P.E.  
9900 Portal Road  
La Vista, NE 68128

RE: City Parking District Access Improvements Letter of Recommendation  
Olsson Associates Project No. C14-2258

On June 10, 2016, bids were publicly opened for City Parking District Access Improvements. Two (2) bids were received from the following contractors: (i) NL & L, and (ii) Swain Construction. The bids received ranged in pricing from \$102,289.75 to \$107,564.81, respectively. The Engineer's Estimate for the total cost of this improvement, which was reflected in the published Notice to Contractors, is \$152,035.75.

Therefore, Olsson Associates recommends that NL & L, with a total bid of \$102,289.75 be awarded the contract to complete the work found in City Parking District Access Improvements. See attached bid tab for dollar amounts of the bid received.

Sincerely,



Christopher Rolling, P.E.

Enclosures: Bid Tab

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		CONTRACTOR		NL&L CONCRETE		SWAIN CONSTRUCTION		
Item No.	DESCRIPTION	QTY	UNIT	Unit Price	Extension	Unit Price	Extension	
1	MOBILIZATION	1	LS	5,000.00	5,000.00	9,374.00	9,374.00	
2	INSTALL SILT FENCE	60	LF	5.00	300.00	5.01	300.60	
3	CLEARING AND GRUBBING - GENERAL	1	LS	3,000.00	3,000.00	4,175.00	4,175.00	
4	REMOVE PAVEMENT	108	SY	18.00	1,944.00	11.30	1,220.40	
5	REMOVE SIDEWALK	865	SF	2.00	1,730.00	1.19	1,029.35	
6	EXCAVATION HAUL OFF	181	CY	17.00	3,077.00	18.00	3,258.00	
7	SUBGRADE PREPARATION	334	SY	4.00	1,336.00	4.59	1,533.06	
8	CONSTRUCT 9 - INCH CONCRETE PAVEMENT (TYPE L65)	334	SY	52.00	17,368.00	62.55	20,891.70	
9	CONSTRUCT 6-INCH PCC SIDEWALK	937	SF	4.75	4,450.75	5.23	4,900.51	
10	CONSTRUCT DETECTABLE WARNING PANEL	16	SF	18.00	288.00	22.75	364.00	
11	REMOVE FLARED END SECTION (24" TO 36")	1	EA	900.00	900.00	574.00	574.00	
12	REMOVE CULVERT PIPE OVER 18" TO 24"	2	LF	275.00	550.00	272.00	544.00	
13	CONSTRUCT 24" RCP, CLASS III	8	LF	200.00	1,600.00	87.45	699.60	
14	CONSTRUCT 24"RC FLARED END SECTION	1	EA	1,700.00	1,700.00	613.00	613.00	
15	CONSTRUCT 24" CONCRETE COLLAR	1	EA	700.00	700.00	251.00	251.00	
16	INSTALL SEEDING - TYPE 'A'	0.02	SF	11,500.00	230.00	5,822.00	116.44	
17	INSTALL SODDING	1,182	LF	2.25	2,659.50	0.58	685.56	
18	INSTALL PERMANENT PAINT MARKING - 5" WHITE	1,096	LF	0.55	602.80	0.52	569.92	
19	INSTALL PERMANENT PAINT MARKING - 18" WHITE	97	LF	2.50	242.50	2.79	270.63	
20	INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 4, 5" WHITE, GROOVED	436	LF	4.75	2,071.00	5.36	2,336.96	
21	INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 4, 18" WHITE, GROOVED	132	LF	18.00	2,376.00	20.85	2,752.20	
22	INSTALL PERMANENT PREFORMED MARKING TAPE - TYPE 4, 5" YELLOW, GROOVED	52	LF	4.75	247.00	5.36	278.72	
23	INSTALL PERMANENT PREFORMED MARKING TAPE SYMBOL - TYPE "ONLY" WHITE	8	EA	375.00	2,250.00	402.00	2,412.00	
24	INSTALL PERMANENT PREFORMED MARKING TAPE SYMBOL - TYPE DIRECTIONAL ARROW, WHITE	8	EA	375.00	3,000.00	390.00	3,120.00	
25	REMOVE MARKING SYMBOLS	1	EA	200.00	200.00	116.00	118.00	
26	INSTALL 16/C #14 AWG TRAFFIC SIGNAL CABLE	907	LF	4.60	4,172.20	4.88	4,426.16	
27	INSTALL 3/C #6 STREET LIGHT CABLE	660	LF	2.75	1,815.00	3.80	2,508.00	
28	INSTALL TRAFFIC SIGNAL, TYPE TS-1L, T32 FACE, BKPLT & MA-5 MTG	4	EA	800.00	3,200.00	869.00	3,476.00	
29	INSTALL TRAFFIC SIGNAL, TYPE TS-RR, T52 FACE, BKPLT & MA-5 MTG	2	EA	1,200.00	2,400.00	1,193.00	2,386.00	
30	INSTALL TRAFFIC SIGNAL, TYPE TS-RR, T52A FACE, BKPLT & MA-5 MTG	2	EA	1,200.00	2,400.00	1,193.00	2,386.00	
31	REPLACE TRAFFIC SIGNAL BACKPLATE, TYPE TS-1LL, T52A	2	EA	520.00	1,040.00	373.00	746.00	
32	LED BLANK OUT SIGN	4	EA	3,800.00	15,200.00	4,413.00	17,652.00	
33	TYPE A SIGN, MAST ARM MOUNTED	5	EA	500.00	2,500.00	412.00	2,060.00	
34	TYPE A SIGN, POST MOUNTED	4	EA	575.00	2,300.00	460.00	1,840.00	
35	REMOVE TRAFFIC SIGNAL	8	EA	125.00	1,000.00	132.00	1,056.00	
36	REMOVE SIGN	5	EA	100.00	500.00	65.20	326.00	
37	REINSTALL ESITING SIGNS	1	LS	340.00	340.00	529.00	529.00	
38	PROVIDE TEMPORARY TRAFFIC CONTROL	1	LS	1,600.00	1,600.00	1,712.00	1,712.00	
39	LANDSCAPING	1	LS	6,000.00	6,000.00	4,075.00	4,075.00	
Total Bids				\$102,286.75		\$107,564.81		
Schedule Changes?					No		No	
Addendum No. 1, 2 & 3:					N/A		N/A	
Bid Guarantee:					Yes		Yes	
Remarks:								
Engineer's Estimate & % (+/-) Sanitary Sewer				\$152,035.75	-\$49,746.00	-32.72%	-\$44,470.94	-29.25%

**CITY OF LA VISTA  
LA VISTA COMMUNITY DEVELOPMENT AGENCY REPORT  
JULY 19, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
DESIGN & CONST. PHASE ENGINEERING AGREEMENT FOR SITE PREPARATION-84 <sup>TH</sup> STREET REDEVELOPMENT AREA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared pursuant to the Agreement between the City and Agency dated May 17, 2016 authorizing the execution of a Professional Services Agreement with Olsson Associates (OA) to provide design phase and construction phase engineering services for the proposed Demolition and Site Preparation or related work-Initial Redevelopment Project, 84<sup>th</sup> Street Redevelopment Area. This is a portion of CIP Project No. CD-14-002 and is part of the effort to eliminate the substandard and blighted 84<sup>th</sup> Street Redevelopment Area. The agreement establishes a not-to-exceed fee of \$180,000.00 for these professional consulting services.

**FISCAL IMPACT**

The FY 2016 Capital Improvement Program provides funding for Project CD-14-002. This contract would be only one element contained within that funding.

**RECOMMENDATION**

Ratify and Approve Resolution 16-068

**BACKGROUND**

The City and Agency entered an Agreement dated May 17, 2016 for the Agency to be the lead agent and City to fund Demolition and Site Preparation in the Initial Redevelopment Project Area pursuant to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area. The City Engineer, as the project manager, sent a Request for Statement of Qualifications to two engineering firms that have past experience and considerable knowledge of the subject property. This request was authorized at the May 17, 2016 City Council meeting. The Request was sent to Thompson, Dreessen, & Dörner (TD2) and to Olsson Associates. A response was received from TD2 declining the opportunity. Olsson Associates did respond. The City Engineer contacted Olsson Associates and developed the Agreement setting forth the Scope of Services and establishing a not to exceed fee of \$180,000.00. The City Engineer has determined that Olsson Associates is best qualified in this set of circumstances to provide these professional consulting services.



**RESOLUTION NO. 16-068**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES TO PROVIDE DESIGN PHASE AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE PROPOSED DEMOLITION AND SITE PREPARATION OR RELATED WORK - INITIAL REDEVELOPMENT PROJECT 84<sup>TH</sup> STREET REDEVELOPMENT AREA IN AN AMOUNT NOT TO EXCEED \$180,000.

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

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

WHEREAS, the City Council acting as the La Vista Community Development Agency desires to approve and enter into a professional services agreement with Olson Associates to provide design phase and construction phase engineering services.

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

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

PASSED AND APPROVED THIS 19TH DAY OF JULY, 2016.

LA VISTA COMMUNITY DEVELOPMENT  
AGENCY

\_\_\_\_\_  
Douglas Kindig, Mayor  
City of La Vista

ATTEST:

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



## **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**

June 17, 2016

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

**Re: LETTER AGREEMENT FOR PROFESSIONAL SERVICES**  
84<sup>th</sup> Street Redevelopment Site Preparation (the "Project")  
La Vista, NE

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

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

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

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

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

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

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

## **COMPENSATION**

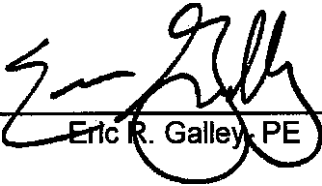
Hourly Plus Expense Phases: Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on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

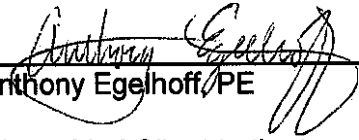
## **TERMS AND CONDITIONS OF SERVICE**

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

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

**OLSSON ASSOCIATES, INC.**

By   
Eric R. Galley, PE

By   
Anthony Egelhoff, PE

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

City of La Vista "Client"

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

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

Title \_\_\_\_\_

Dated \_\_\_\_\_

**Attachments**

Scope of Services

2016 Rate Schedule

2016 Reimbursable Expense Schedule

General Provisions

## **SCOPE OF SERVICES**

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated **June 17, 2016** between **City of La Vista** ("Client") and **Olsson Associates** ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

### **GENERAL**

Olsson shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

### **SCOPE OF SERVICES**

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

#### **DUE DILIGENCE**

##### **Survey Verification**

- Topographic features shall be surveyed to create a surface represented by 1 foot contours. Improvements within the limits shall be located, including: buildings, roads, structures, pipes, fences, gravel surfaces, concrete surfaces, asphalt surfaces, trees, and utilities.
- A Utility-One-Call shall be made for the site. Utilities that are marked shall be located. Above ground visible utilities shall be located. Olsson will not be responsible for underground utilities not marked by the utility locate, also underground structures or tanks that are not visible on the surface of the site. An attempt shall be made to obtain utility maps from the utilities listed on the Utility-One-Call. If maps are provided those utilities shall be placed on the survey. Manholes shall be inverted to get the pipe size and flow lines elevations.
- Subcontract with a private utility locator to identify utilities that were not located by the Utility-One-Call service

##### **Survey (Post Construction Verification)**

- Topographic features shall be surveyed to create a surface represented by 1 foot contours for post construction verification purposes.

#### **ON-SITE DESIGN & PERMITTING**

##### **Utility & Tennant Coordination**

- Includes coordination with local utility companies to determine routing and phasing of needed utility relocations.

- Includes coordination with existing tenants to remain on site during and after the site preparation phase of the project.
- Includes exhibits and special plans and note preparation to present scope and critical phasing of utility relocations in the construction documents.

### **Preliminary Construction Documents**

Using the approved La Vista City Centre Preliminary Site Plan, Olsson shall prepare a base site drawing and construction plans for the site preparation phase of the project. Plans shall be prepared in accordance with standards set forth by the local government agencies and the Client's design criteria. Plans shall include the following:

- Demolition Plan: Shall show existing structures, utilities and vegetation to be removed.
- Preliminary Grading Plan: Shall include contours at one-foot intervals and spot elevations in low and high areas.
- SWPPP Plan: Design an erosion and sediment control plan which shall meet the requirements of the State NPDES Permit and local agency requirements and which shall include BMP's such as silt fence, construction entrances, sediment basins, etc.
- Utility Relocation Plan: Shall include location and general routing of site electrical service, telephone service, cable service, water service, sanitary sewer and natural gas services that are to remain as well as relocation of said utilities to provide service to existing facilities that are to remain. Locations of the above utilities shall be coordinated with local service providers.
- Construction Details: Shall include miscellaneous construction details required to construct the Project.
- Construction Specifications: Shall reference City of Omaha Standards and shall be in the form of notes on the plans.

### **Final Construction Documents**

Upon approval of the preliminary construction documents Olsson shall prepare final construction documents for the site preparation. Plans shall be prepared in accordance with standards set forth by the local government agencies and the Client's design criteria. Plans shall include the following:

- Demolition Plan: Shall show existing structures, utilities and vegetation to be removed.
- Preliminary Grading Plan: Shall include contours at one-foot intervals and spot elevations in low and high areas.
- Grading Permits:
  - Prepare and submit SWPPP plans and permit modifications to the NDEQ for the NPDES Grading Permit.
  - Prepare and submit SWPPP plans and permit modifications to the City of La Vista and PCWP for a Watershed grading permit.
- SWPPP Plan: Design an erosion and sediment control plan which shall meet the requirements of the State NPDES Permit and local agency requirements and which shall include BMP's such as silt fence, construction entrances, sediment basins, etc.
- Utility Relocation Plan: Shall include location and general routing of site electrical service, telephone service, cable service, water service, sanitary sewer and natural gas services that are to remain as well as relocation of said utilities to provide service to existing facilities that are to remain. Locations of the above utilities shall be coordinated with local service providers.
- Construction Details: Shall include miscellaneous construction details required to construct the Project.

- Construction Specifications: Shall reference City of Omaha Standards and shall be in the form of notes on the plans.
- Hazardous Materials Information:
  - A hazardous materials survey will be prepared under a separate agreement. A copy of the report shall be included in the document package.
  - The Construction Documents shall incorporate information relating to the mitigation/abatement of any hazardous materials present on the site, including, but not limited to, asbestos, lead, etc.

## **PROJECT MANAGEMENT**

### **Project Management**

This work shall consist of overall management and coordination of the project team, coordination with Client and preparation of progress reports and invoices in accordance with Client requirements. To ensure the success of this project Olsson shall appoint one primary contact for the Project. In addition to the above this project manager shall be responsible for:

- Ensuring the Project remains on schedule.
- Providing clear communication to the Client throughout the project.
- Scheduling all project related meetings.
- Coordination amongst all Olsson sub-teams and/or sub-consultants.
- Scheduling quality assurance reviews prior to product delivery.

In conjunction with the Preliminary and Final Construction Document Package, Olsson shall also provide environmental consulting services associated with the assessment of environmental hazards related to the building demolition. These services include:

- Attend site walk through with environmental contractors.
- Evaluate proposals for the survey of environmental hazards including asbestos, lead based paint, PCB's, mercury, ammonia, ozone depleting compounds and chrome bearing refractory brick.
- Make recommendation on the selection of appropriate contractor based upon review of the proposals
- Evaluate environmental survey findings and ensure that appropriate considerations are added to the demolition specifications
- Provide environmental consulting expertise throughout the building preparation and demolition process.
- Does not include an inventory or disposal of loose materials within the building.

## **CONSTRUCTION SERVICES**

### **Construction Administration**

- **Pre-Construction Conference:** Conduct a pre-construction conference with the Client, Owner, Contractor, Engineer, Surveyor, testing company, and construction observation team.
- **Review Contractor's Submittals:** Review Contractor submittals, for equipment, materials, and construction. All requests for variations from the contract documents will be reviewed with the Client before issuing an approval to the Contractor.

- **Pay Requests:** Review and process the Contractor's payment requests, and forward to the Client for payment.
- **Project Modifications:** Coordinate the preparation of any changes through the issuance of field orders, work change directives, or change orders that are agreed upon.
- **Document Interpretation and Clarification:** Provide interpretation and clarification of contract documents for the Client and General Contractor.
- **Site Visits:** Conduct visits to the construction site to observe progress of the work and to consult with the Client and Contractor on items relating to the project.
- **Substantial Completion:** Upon receipt of written notification from the Contractor of substantial completion, schedule a walk through to identify items to be completed or corrected prior to accepting substantial completion.
- **Final Completion Walk Through:** In the company of the Client and Contractor, conduct a final completion walk through to identify items requiring completion or correction prior to final payment.
- **Project Closeout:** Coordinate appropriate information relating to final closeout of the project including a final set of record drawings for distribution as well as securing all necessary documentation allowing for processing of final payment.

### **Construction Observation**

- Olsson shall furnish a Construction Observer on a part time basis in observing performance of the work of Contractor during the construction period.
- **Shop Drawings and Samples:** Record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by Contractor, and notify the Engineer of availability of samples for examination. Advise the Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the Engineer has not approved the submittal.
- **Review of Work, Rejection of Defective Work, Observations and Tests:** Conduct on-site observations of the work in progress to assist the Engineer in determining if the work is, in general, proceeding in accordance with the Contract Documents.
- Accompany visitors representing public or other agencies having jurisdiction over the Project, record the results of their observations and report to the Engineer.
- **Interpretation of Contract Documents:** Report to the Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.
- **Modifications:** Consider and evaluate Contractor's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to the Engineer.
- Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.

### **SWPPP Inspections**

- SWPPP monitoring and inspection services are required during construction from point of ground disturbance to completed site development.
- We shall provide an engineering technician under supervision of a professional engineer for SWPPP inspection a minimum of once per week during construction of the project.
- This will include a scheduled once-per-week site visit and additional visits as required for rain events of 1/2" or more in any 24 hour period.
- Olsson shall report SWPPP compliance to the best of our knowledge. Inspection reports shall be retained on-site or online and will be communicated to the on-site contractor.



### **Special Inspections / Testing**

**Fill Placement / Site Development:** Olsson will obtain samples of materials proposed for use as structural fill for laboratory testing. Laboratory testing, including Standard Proctors and Atterberg Limits Tests, will be performed to classify and determine physical properties of the proposed fill materials. Olsson will observe the exposed subgrade within the construction limits to document unsuitable soils have been removed and to identify unstable areas that require additional excavation prior to fill placement. Olsson will observe and perform compaction tests on the structural fill placed during site development activities.

**Construction Staking:** Olsson will establish, verify and maintain horizontal and vertical control points as needed. Stake limits of construction. Olsson will provide periodic grade stakes to verify accuracy with the Contract Documents.

## COMPENSATION

Phase	Task Description	Fee Amount	Fee Type
<b>DUE DILIGENCE</b>			
100	Survey Verification	\$ 5,000.00	TMNTE
110	Survey (Post Construction Verification)	\$ 10,000.00	TMNTE
	<b>Sub-Total</b>	\$ 15,000.00	
<b>ON-SITE DESIGN &amp; PERMITTING</b>			
200	Utility & Tennant Coordination	\$ 15,000.00	TMNTE
210	Preliminary Construction Documents	\$ 15,000.00	TMNTE
220	Final Construction Documents	\$ 30,000.00	TMNTE
	<b>Sub-Total</b>	\$ 60,000.00	
<b>PROJECT MANAGEMENT</b>			
300	Project Management	\$ 20,000.00	TMNTE
	<b>Sub-Total</b>	\$ 20,000.00	
<b>CONSTRUCTION SERVICES</b>			
400	On-Site Construction Administration	\$ 10,000.00	TMNTE
410	SWPPP Inspections	\$ 8,000.00	TMNTE
420	On-Site Construction Observation	\$ 15,000.00	TMNTE
430	Special Inspections / Testing	\$ 42,000.00	TMNTE
	<b>Sub-Total</b>	\$ 75,000.00	
<b>EXPENSES</b>			
900	Expenses	\$ 10,000.00	TMNTE
	<b>Sub-Total</b>	\$ 10,000.00	
<b>TOTAL CONTRACT</b>		<b>\$ 180,000.00</b>	

### Project Assumptions

We have made several assumptions in the preparation of this proposal. These assumptions are as follows:

- All services shall be completed one time only. Repetition of any tasks, beyond normal design/review processes, shall be considered additional services.
- No public improvements plans are necessary for this phase.
- Specifications will be included on the plan sheets.
- All permit fees will be by Client or their representatives.

### Exclusions

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

- Additional plan revisions beyond one revision.
- As-built drawings/certifications.
- Retaining wall design
- Permit Fees.
- Project-related permitting outside of the scope of the proposal and fees.
- Items not specifically included in the Scope of Services above.

## LABOR RATE SCHEDULE 2016

### LABOR RATES

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

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

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

## REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles	\$0.575/mile*
Suburbans and Pick-Ups	\$0.75/mile*
Other travel or lodging cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including mylars and linens	
In-house	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including express mail and special delivery	Actual
Cost	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of deeds, easements or other Project Related documents	Actual Cost+10%
Fees for applications or permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%

**\* Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).**

## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated June 17, 2016 between City of La Vista ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

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

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

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

### **SECTION 2—ADDITIONAL SERVICES**

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

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

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

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

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

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

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

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

economic evaluations or; feasibility studies, appraisals or valuations.

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

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

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

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

2.2.12 Preparation of operating and maintenance manuals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.8 Client shall bear sole responsibility for:

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

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

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

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

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

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

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

#### **SECTION 4—MEANING OF TERMS**

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

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

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

contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

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

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

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

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

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

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

## **SECTION 5—TERMINATION**

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

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

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

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

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

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

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

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

## **SECTION 6—DISPUTE RESOLUTION**

### **6.1. Mediation**

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

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

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

### **6.2 Arbitration or Litigation**

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

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

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



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

### 6.3 Certification of Merit

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

## SECTION 7—MISCELLANEOUS

### 7.1 Reuse of Documents

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

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

### 7.2 Electronic Files

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

### 7.3 Construction Cost Estimate

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

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

#### **7.4 Prevailing Wages**

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

#### **7.5 Samples**

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

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

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

#### **7.7 Force Majeure**

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

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

#### **7.8 Confidentiality**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7.10 Controlling Law and Venue**

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

## **7.11 Subconsultants**

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

## **7.12 Assignment**

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

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

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

#### **7.13 Indemnity**

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

#### **7.14 Limitation on Damages**

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

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

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

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

#### **7.15 Entire Agreement**

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

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 19, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CHANGE ORDER NO. 3- THOMPSON CREEK CHANNEL REHABILITATION-GROUP B CHANNEL RECONSTRUCTION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared to approve a change order to the contract with Anderson Excavating Company of Omaha, Nebraska, to provide for a changes to various work items in the Thompson Creek Channel Rehabilitation-Group "B" Channel Reconstruction contract. The changes address increases in some quantities of work, additional work to address high groundwater conditions, utility conflicts, and sidewalk repairs.

**FISCAL IMPACT**

Funding has been budgeted in the CIP for the Thompson Creek Phase VI project for the local share of various grants being used to implement the Thompson Creek Watershed Management project. Funding for this phase will come from the NET and NRD grants along with required local share from Sales Tax funding allocated to the Thompson Creek project in FY 15 and FY 16. Management of funds has included an allowance for change orders. The total contract price increases from \$1,326,880.41 to \$1,389,763.08.

**RECOMMENDATION**

Ratify and Approve Resolution 16-069

**BACKGROUND**

Bids were taken on February 20, 2015, for the construction of the Thompson Creek Rehabilitation Group B-Channel Reconstruction. The low bid for this section of the work was submitted by Anderson Excavating Co. in the amount of \$1,332,728.50 with a completion date of September 1, 2015. Completion date issues were addressed in Change Order No. 1. Various changes in work were addressed in Change Order No. 2. Additional changes due to unknown utility conflicts, unknown voids in 73<sup>rd</sup> Avenue, sidewalk repairs, and unusually high groundwater conditions causing additional work are included in this Change Order No. 3.

**RESOLUTION NO. 16-069**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH ANDERSON EXCAVATING COMPANY, OMAHA, NEBRASKA, TO PROVIDE FOR CHANGES TO VARIOUS WORK ITEMS IN THE THOMPSON CREEK CHANNEL REHABILITATION – GROUP B CHANNEL RECONSTRUCTION CONTRACT IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$62,882.67.

WHEREAS, the City has determined it is necessary to address increases in some quantities of work, additional work to address high groundwater conditions, utility conflicts, and sidewalk repairs; and

WHEREAS, this change order increases the contract price from \$1,326,880.41 to \$1,389,763.08; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for a change order with Anderson Excavating Company, Omaha, Nebraska to provide for changes to various work items in the Thompson Creek Channel Rehabilitation – Group B Channel Reconstruction Contract in an additional amount not to exceed \$62,882.67

PASSED AND APPROVED THIS 19TH DAY OF JULY, 2016

CITY OF LA VISTA

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

ATTEST:

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

CHANGE ORDER NO. 3

DATE: June 10, 2016

PROJECT: Thompson Creek Channel Rehabilitation – Group B – Channel Reconstruction

TD2 FILE NO.: 171-408.108

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

CONTRACTOR: Anderson Excavating Co.  
1920 Dorcas Street  
Omaha, NE 68108

CONTRACT DATE: March 11, 2015

DESCRIPTION OF CHANGES:

Item	Description	Approx. Quantities		Unit Price		Amount
<b>Additions:</b>						
3.1	Park View Boulevard utility conflicts	1	L.S.	\$ 1,332.92	\$	1,332.92
3.2	Repair of Grade Control Structure Upstream of 72 <sup>nd</sup> Street	1	L.S.	\$ 8,118.16	\$	8,118.16
3.3	73 <sup>rd</sup> Avenue Paving and Storm Sewer Repairs	1	L.S.	\$ 20,512.09	\$	20,512.09
3.4	Additional Repairs to Channel Slope Downstream of Edgewood Boulevard	1	L.S.	\$ 10,779.50	\$	10,779.50
3.5	Additional Seeding and Erosion Matting	1	L.S.	\$ 20,000.00	\$	20,000.00
3.6	Additional Park View Boulevard Sidewalk Repairs	428	S.F.	\$ 5.00	\$	2,140.00
<b>Total Additions</b>						<b>\$ 62,882.67</b>
<b>Current Contract Amount (Per Change Order No. 2)</b>						<b>\$ 1,326,880.41</b>
<b>Revised Contract Amount</b>						<b>\$ 1,389,763.08</b>

REASONS FOR CHANGES:

The additions are due to unforeseen conditions within 73<sup>rd</sup> Ave during construction of storm sewer improvements, encountered groundwater throughout portions of the project and field adjustments required to provide adequate slopes at adjacent private properties.

Submitted by



Bradley Huyck, P.E.  
Project Engineer  
THOMPSON, DREESSEN & DORNER, INC.

BPH/tjp

Change Order No. 3  
June 10, 2016  
Page 2

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

THE CITY OF LA VISTA, NEBRASKA

ANDERSON EXCAVATING CO.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
BY

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
ATTEST



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 19, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AWARD BID – UNDERGROUND STORAGE TANK REMOVAL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared awarding a contract to Morris Excavating, Council Bluffs, Iowa, for removal of three (3) underground storage tanks at the Public Works Facility in an amount not to exceed \$13,525.00.

**FISCAL IMPACT**

The FY16 Street Operating Budget has savings to cover removal of the tanks.

**RECOMMENDATION**

Ratify and Approve Resolution 16-070

**BACKGROUND**

In 2015 La Vista partnered with the City of Papillion to construct a new fueling facility located at Papillion Public Works. Also in 2015, new legislation (Title 159; Chapter 13, 001.01.02) revised the rules for owners of underground storage tanks (UST). Owners of UST are now required to have certified operators for these facilities. In order to avoid having to certify an employee for tanks we do not use and running the risk of a future tank leak, it is recommended that the tanks be removed. The mild winter of 2015/16 combined with fuel prices below \$2.00 provided substantial savings in fuel costs. This savings is being used for removing the UST's. Three estimates were received for this work. It is recommended that a contract be awarded to Morris Excavating as the low compliant bidder.

- Morris Excavating                      \$13,525.00
- Heimes Corp.                            \$13,882.00
- Anderson Excavating                  \$36,755.00

**RESOLUTION NO. 16-070**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO MORRIS EXCAVATING, COUNCIL BLUFFS, IOWA FOR REMOVAL OF THREE (3) UNDERGROUND STORAGE TANKS AT THE PUBLIC WORKS FACILITY IN AN AMOUNT NOT TO EXCEED \$13,525.

WHEREAS, the City Council of the City of La Vista has determined that the removal of three (3) underground storage tanks at the Public Works facility is necessary; and

WHEREAS, the FY 16 Street Operating Budget provides funding for this project; and

WHEREAS, Bids were received from three contractors, and

WHEREAS Morris Excavating, Council Bluffs, Iowa, has submitted the low, qualified bid, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award a contract to Morris Excavating, Council Bluffs, Iowa for removal of three (3) underground storage tanks at the Public Works facility, in an amount not to exceed \$13,525.

PASSED AND APPROVED THIS 19TH DAY OF JULY, 2016.

CITY OF LA VISTA

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

ATTEST:

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



RDG Geoscience & Engineering, Inc.  
10360 Sapp Bros Dr. Omaha, NE 68138  
T (402) 894-2678 F (402) 894-9043  
www.rdgge.com

May 31, 2016

Steve Morris  
Morris Excavating Co., Inc.  
10566 Woodland Trail  
Council Bluffs, Iowa 51503

RE: Cost Estimate for UST Closure Assessment

Dear Steve:

The following is RDG's cost estimate per our phone conversation today:

LOCATION:	City of LaVista 9900 Portal Road
DESCRIPTION & SCOPE:	1 - 6,000-gal Gasoline UST 1 - 5,000-gal Diesel UST 1 - 2,500-gal Used Oil UST Approx 20 ft Piping, 2 Dispensers
COST:	\$2,025.00

Call me if you have any questions.

Sincerely,

  
Jon Gross, President  
RDG Geoscience & Engineering, Inc.

JG:dk

# MORRIS EXCAVATING



10566 WOODLAND TRAIL, COUNCIL BLUFFS, IA 51503

PHONE: (712) 366-4262 FAX: (712) 366-4161

DATE: May 31, 2016

TO: City of La Vista

ATT: Ray Crane  
([rcrane@cityoflavista.org](mailto:rcrane@cityoflavista.org))

RE: 9900 Portal Rd  
La Vista, NE

We offer the following pricing:

Remove concrete. Remove and dispose of (1) 6,000 gallon diesel, (1) 5,000 gallon diesel, and (1) 2,500 gallon used oil tank and piping. Backfill excavation with excavated material and 150 tons of fill material. Price includes disposal of up to 300 gallons of product and rinse. Leave excavation down 6" sub grade. See attached for site assessment. Price is based on empty non-leaking tanks.

**TOTAL PRICE: \$11,500.00**

**NOTES:**

1. Provide site assessment, ADD \$2025.00
2. Additional product disposal, \$350.00 per 55 gallon drum.

*Site Closure* + 2,025.00  
\$13,525.00

Thanks for the opportunity to provide you with pricing. Please let me know if you have any questions.

MORRIS EXCAVATING CO., INC.

*Site assessment by rdg to  
be paid by Morris Excavating directly.*

Steve Morris  
SM/mh

*Total: \$13,525.00*

*cert  
402 3/19 1027*





# Proposal

Excavating & Utilities Division  
9144 South 147<sup>th</sup> Street • Omaha, NE 68138-3866  
(402) 894-1000 • Fax (402) 894-2444

Proposal Submitted To  
**The City of LaVista**  
**9900 Portal Rd**  
**LaVista, NE**  
**Attn.: Ray Crane**

Date **1/8/16**  
Phone **402.331.8927**  
Email **[rcrane@cityoflavista.org](mailto:rcrane@cityoflavista.org)**  
Job Info **Tank Removal**  
**City Yard**

## We hereby submit specifications and estimates for:

1. Provide removal of (1) 2,500-gallon waste oil, (1) 6,000-gallon fuel tank, and (1) 7,000-gallon underground fuel storage tank (UST) according to the rules and regulations of the State of Nebraska Fire Marshal Title 159 and the Nebraska Department of Environmental Quality.
2. Break and remove pavement over tanks and lines as needed for safe removal
3. Excavate, remove, clean, dispose and backfill for (3) USTs.
4. Testing for site assessment report (\*\*clean closure)
5. If UST has any remaining liquids after being pumped dry for temporary closure status, it will be removed and disposed of \$ 5.80 per gallon
6. If any contamination is discovered, all costs associated with removing the contaminated soil, and correcting problems associated with it will be in addition to the amount shown on this proposal, and will be billed at Heimes Excavating Company, Inc. standard rate, notwithstanding any other provision in this proposal to the contrary. If any soil samples (testing) are needed due to contamination, this will be done at cost plus 15%.
7. State and Federal Regulations: All work will be performed in accordance with State and Federal specifications.

**BID TOTAL: \$ 13,882.00**

### Notes:

No pavement replacement has been included

Sludge disposal at the time of temporary closure - \$ 988.00 per 55-gallon drum

Fuel pumping and drumming based on 300-gallons at the time of temporary closure, \$ 2,135.00

All excavated soil will be placed back into the excavation as beneficial fill, if customer wants contaminated soil remove from site (if any discovered), it will be at \$ 72.00 per scaled ton

City of LaVista to disconnect electrical service to tanks and pumps prior to arrival for tank removal

No salvaging of pumps, tank monitor or any other equipment has been included - these items to be removed prior to Heimes arrival

**\*\*All registered underground storage tank removals require a Closure Assessment Report to be completed and submitted to the State of Nebraska within 25 days of the closure. Heimes Excavating Company, Inc. requires receipt of complete payment prior to release of the Closure Assessment Report.**

**\*\* Please Note: The Nebraska State Fire Marshal may require additional testing at the time of UST closure. If said testing is required, additional charges will be reflected on your final bill.**

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

**Matt Sykora for Heimes Corp.**

This proposal may be withdrawn by us if not accepted within 30 days.

## Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_ Authorized Signature \_\_\_\_\_

Proposal  
**ANDERSON EXCAVATING CO., INC.**

1920 Dorcas Street  
Omaha, Nebraska 68108  
Phone: 402-345-8800  
Fax: 402-345-2420

*An Equal Opportunity Employer*

Submitted To: Ray Crane  
City of LaVista  
9900 Portal Road  
LaVista, NE 68128

Phone: 402-331-8927      Date: 05/06/16  
Project: Remove fuel and oil tanks  
Location: 9900 Portal Rd, LaVista, NE  
email: rcrane@cityoflavista.org

Anderson Excavating Co. to provide all supervision, equipment and labor for the removal of three (3) tanks as follows:

1. Mobilization
2. Saw cut
3. Pavement removal
4. Evacuate tanks and wash
5. Dispose of wash water
6. Remove tanks 6,000 gallon gas, 5,000 gallon diesel & 2,500 gallon used oil.
7. Waste detection in soil and closure assessment report.
8. Backfill and compact tank holes.

TOTAL PRICE FOR ABOVE WORK:      \$36,755.00

Alternate 1: Contaminated soil haul off (if encountered)      \$55.00 per ton  
Alternate 2: Replace with structural fill      \$10.00 per C.Y

Excludes: Pump removal, pour back of concrete.

We here propose hereby to fur material & labor complete in accordance with the above specifications, for the sum of:

**PAYMENT DUE TEN DAYS FROM INVOICE.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon Project Estimator

strike, accidents, or delays beyond control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation:

The contract price, unless otherwise arranged in writing is due 10 days upon completion and is thereafter delinquent. The delinquent Account will then bear interest or finance charges at the rate of 1.5% per month on the unpaid balance or an annual rate of 18% per annum.

**ACCEPTANCE OF PROPOSAL** The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlines above.

**ALTERNATE ACCEPTANCE**

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

David Almery, Project Estimator

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Acceptance: \_\_\_\_\_

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

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT (AMENDED)  
JULY 19, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
BOND ANTICIPATION NOTES FOR PUBLIC INFRASTRUCTURE PROJECTS WITHIN THE 84 <sup>TH</sup> ST. REDEVELOPMENT	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	KEVIN L. POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

**SYNOPSIS**

Bond Counsel has prepared an ordinance to authorize the issuance of Bond Anticipation Notes in an amount not to exceed \$11,250,000, to provide interim financing for public infrastructure projects (as defined in the Local Option Revenue Act) within the 84<sup>th</sup> Street Redevelopment Area. The ordinance also directs the Mayor to execute the official statement.

**FISCAL IMPACT**

The City would hold and use proceeds of the bond anticipation notes, which will not exceed \$11.25 million, to pay costs of public infrastructure projects and pay costs of issuing the bond anticipation notes.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Redevelopment of the 84<sup>th</sup> Street corridor has been one of the Mayor and City Council's top strategic priorities since the decline of the area began in 2006. After a year-long community visioning process, the City Council in 2010 adopted Vision 84. Subsequently Council declared the 84<sup>th</sup> Street Redevelopment Area a substandard and blighted area in need of redevelopment, and adopted a Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area. In 2014 La Vista voters approved an additional ½ percent local option sales tax to be used for public infrastructure projects within the 84<sup>th</sup> Street Redevelopment Area. The City anticipates a possible need for funds for public infrastructure projects within the 84<sup>th</sup> Street Redevelopment Area. This Ordinance would authorize the issuance of bond anticipation notes if and when needed for such purposes.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF BOND ANTICIPATION NOTES, SERIES 2016, OF THE CITY OF LA VISTA, NEBRASKA, OF THE PRINCIPAL AMOUNT OF NOT TO EXCEED ELEVEN MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$11,250,000) FOR THE PURPOSE OF PROVIDING INTERIM FINANCING FOR PUBLIC INFRASTRUCTURE PROJECTS WITHIN THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA PENDING THE ISSUANCE OF PERMANENT PROPERTY TAX SUPPORTED SALES TAX REVENUE BONDS; PRESCRIBING THE FORM OF SAID NOTES; AGREEING TO ISSUE PROPERTY TAX SUPPORTED SALES TAX REVENUE BONDS TO PAY THE NOTES AT MATURITY OR TO PAY THE NOTES FROM OTHER AVAILABLE FUNDS; AND ENTERING INTO A CONTRACT ON BEHALF OF THE CITY WITH THE HOLDERS OF SAID NOTES.**

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

Section 1. The Mayor and City Council (the "Council") of the City of La Vista, Nebraska (the "City"), hereby find and determine that

- (a) The City imposes a sales and use tax in the amount of one and one-half percent (1.50%) upon the same transactions within the City on which the State of Nebraska is authorized to impose a tax pursuant to the Local Option Revenue Act (Sections 77-27,142 to 77-27,148, inclusive, Reissue Revised Statutes of Nebraska, as amended, the "Act").
- (b) An election (the "Election") was duly called and held in conjunction with the Statewide Primary Election on May 13, 2014, pursuant to the Act, to impose an additional one-half of one percent (0.50%) sales and use tax to pay the costs of public infrastructure projects within the 84<sup>th</sup> Street Redevelopment Area, at which Election a majority of all the qualified electors voting on said proposition voted in favor of the levy and collection of the additional 1/2% sales and use tax (the "Tax").
- (c) Pursuant to Ordinance No. 1215 passed and approved on June 3, 2014, the Mayor and Council imposed the Tax applicable to all taxable transactions within the City on and after October 1, 2014, and continuing for a period of ten years, unless bonds are issued and some or all of the revenues from the Tax are pledged for payment of the bonds, in which case the Tax shall remain in effect until payment in full of said bonds and any refunding bonds, whichever date is later.
- (d) Pursuant to the Act the City is authorized to issue bond anticipation notes or other evidences of indebtedness in the same manner and for the same purposes as the issuance of bonds.
- (e) It is necessary, desirable, advisable and in the best interest of the City that bond anticipation notes be issued to provide interim financing for public infrastructure projects, as defined in the Act, within the 84<sup>th</sup> Street Redevelopment Area (collectively, the "Project").



- (f) All conditions, acts and things required to exist or to be done precedent to the issuance of Bond Anticipation Notes, Series 2016, of the City of La Vista, Nebraska, in one or more series in the aggregate stated principal amount of not to exceed Eleven Million Two Hundred Fifty Thousand Dollars (\$11,250,000) pursuant to the Act to provide interim financing for portion of the cost of the Project do exist and have been done as required by law.

Section 2. For the purpose of providing interim financing for the costs set out in Section 1 pending the issuance of permanent property tax supported sales tax revenue bonds or other bonds by the City of La Vista, there shall be and there are hereby ordered issued bond anticipation notes of the City of La Vista, Nebraska, to be known as "Bond Anticipation Notes, Series 2016" of the aggregate stated principal amount of not to exceed Eleven Million Two Hundred Fifty Thousand Dollars (\$11,250,000) in one or more series (herein referred to as the "Notes" or the "notes"), consisting of fully registered notes numbered from 1 upwards in the order of issuance, in the denomination of \$5,000 each, or integral multiples thereof. The Notes shall bear interest at the rates per annum and become due and bear such other terms as set forth in a designation of final terms, which may be in the form of a note purchase agreement, (the "Designation") subject to and in accordance with the following:

The Mayor, City Administrator and/or Director of Administrative Services (each, an "Authorized Officer") may negotiate for the sale of the Series Notes in one or more series with an underwriting discount of not more than 1.0% of the principal amount thereof (which sale price may be adjusted to take into account any original issue discount or original issue premium), with D.A. Davidson & Co. (the "Underwriter"). In connection with and as a part of such sale or sales, the Authorized Officer shall fix (which may be done in connection with a Note Purchase Agreement between the City and the Underwriter) (a) the series designation of such series of Notes; (b) the final maturity of such series of the Notes; (c) the principal amount of such series of the Notes; provided, however that the aggregate stated principal amount of all series of Notes shall not exceed the aggregate stated amount of \$11,250,000 but may be less than that amount; (d) the rate or rates of interest to be borne by each maturity of such series of the Notes, provided that the Notes shall not bear interest at a true interest cost in excess of 3.25% per annum; (e) the date or dates upon which semiannual interest shall be payable, and the record date for the purpose of determining the owners of each series of the Notes for the payments of interest; (f) the dates upon which such series of the Notes will be subject to redemption at the option of the City; (g) the identity of the Registrar and the Paying Agent for each series of the Notes and the form and contents of any agreement or agreements under which the Registrar and the Paying Agent would serve in such respective capacities with respect to each series of the Notes; (h) the date of redemption, if any, of any outstanding notes of the City and the form and contents of any notice to be given with respect thereto; (i) the amount of Notes to be issued as tax-exempt bonds and as taxable bonds; (j) the disposition of the proceeds of such series of the Notes; and (k) all such other terms and provisions of the Notes not otherwise fixed or established by this Ordinance. Upon the delivery of and payment for each series of the Notes, the Underwriter also shall pay to the City the interest accrued on such series of the Notes from the date thereof to the date of delivery of and payment therefor, all as an Authorized Officer may establish acting on behalf of the City and as may be agreed to by the Underwriter.

Interest on the Notes shall be payable on such dates as shall be determined in the Designation, (each of said dates an "Interest Payment Date") and the Notes shall bear such interest from the date of original issue or the most recent Interest Payment Date, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the close of business on the fifteenth day immediately preceding the Interest Payment Date (the "Record Date"), subject to the provisions of Section 4 hereof. The Notes shall be numbered from 1 upwards in the order of their issuance. No Note shall be issued originally or upon transfer or partial redemption having more than one principal maturity.

Also provided, however, the City reserves the right to redeem any or all of said notes prior to maturity anytime on or after a redemption date as shall be determined in the Designation, upon not less than thirty days written notice, at par and accrued interest to the date fixed for redemption. Such notice of call for redemption shall be sufficient if it has been sent to a registered holder of said note or notes by first class mail addressed to the registered address of said registered holder. If less than all of the notes are called and redeemed, such notes shall be called in increments of \$5,000 or integral multiples thereof. If less than all of the principal amount of any outstanding note is called for redemption, in such case upon the surrender of such note called for payment, there shall be issued to the registered owner of said note, without charge therefor, a registered note or notes for the unpaid principal balance in any of the authorized denominations authorized by this ordinance.

The principal of said notes and any interest due on said notes upon maturity or earlier call for redemption shall be payable at the office of the Paying Agent and Registrar, upon presentation and surrender of the note or notes when due or when called for payment prior to maturity.

Section 3. The Authorized Officers are hereby authorized to designate the Paying Agent and Registrar for the Notes in a Designation, which Paying Agent and Registrar shall be the City Treasurer or a bank or trust company. If said Paying Agent and Registrar is a bank or trust company, said Paying Agent and Registrar shall serve in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" between the City and said Paying Agent and Registrar and the Mayor and City Clerk are hereby authorized to execute said agreement. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Notes. The names and registered addresses of the registered owner or owners of the

Notes shall at all times be recorded in such books. Any Note may be transferred pursuant to its provisions by said Paying Agent and Registrar by surrender of such Note for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar on behalf of the City will deliver (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new note or notes of the same series, interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the notes by this ordinance, one note may be transferred for several such notes of the same series, interest rate and maturity, and for a like aggregate principal amount, and several such notes may be transferred for one or several such notes, respectively of the same series, interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a note, the surrendered note shall be cancelled and destroyed. All notes issued upon transfer of the notes so surrendered shall be valid obligations of the City evidencing the same obligations as the notes surrendered and shall be entitled to all the benefits and protection of this ordinance to the same extent as the notes upon transfer of which they were delivered. The City and said Paying Agent and Registrar shall not be required to transfer any note called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 4. Said Notes shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

Section 5. Said notes shall be substantially in the following form:

UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
COUNTY OF SARPY  
  
BOND ANTICIPATION NOTE  
OF THE CITY OF LA VISTA, NEBRASKA  
SERIES 2016[A/B]

No. R-1

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____%	_____, 20__	_____, 2016	_____

Registered Owner: Cede & Co.  
13-2555119

Principal Amount: \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

KNOW ALL PERSONS BY THESE PRESENTS: That the City of La Vista, in the County of Sarpy, in the State of Nebraska, hereby acknowledges itself to owe and for value received promises to pay to the registered owner shown above and as shown on the registration books of the City on the maturity date shown above, the principal amount shown above in lawful money of the United States of America with interest thereon to maturity (or earlier redemption) from the date of original issue or most recent Interest Payment Date, whichever is later, at the rate per annum specified above, payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year, commencing \_\_\_\_\_, 20\_\_ (each of said dates an "Interest Payment Date"). Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal of this note and any interest due are payable at the office of \_\_\_\_\_, as Paying Agent and Registrar, in \_\_\_\_\_, Nebraska, upon presentation and surrender of the note when due or when called for payment prior to maturity.

This note is redeemable at the option of the City prior to maturity at any time on or after \_\_\_\_\_, 20\_\_ at par and accrued interest to date fixed for redemption. Notice of call of any note for redemption prior to maturity shall be sufficient if given in writing and mailed by first class mail, postage prepaid, to the registered owner at the address shown on the note register not less than thirty days prior to the date fixed for redemption.

This note is one of an issue of notes numbered from 1 upwards in order of issuance, of the total principal amount of \_\_\_\_\_ Thousand Dollars (\$ \_\_\_\_\_) in the denomination of \$5,000 or integral multiples thereof, of even date and like tenor herewith, issued by the City of La Vista for the purpose of providing interim financing to pay a portion of the cost of public infrastructure projects, as defined in Section 77-27,142, R.R.S. Neb., within the 84<sup>th</sup> Street Redevelopment Area of the City, pending the issuance of permanent property tax supported sales tax revenue bonds or other bonds. The issuance of this note and the other notes of this issue has been lawfully authorized by ordinance duly passed, signed and published by the Mayor and City Council of said City in strict compliance with Section 77-27,142, Reissue Revised Statutes of Nebraska, and all other applicable laws.

The City agrees that the principal and interest of this note shall be payable from the proceeds of the issuance and sale of its property tax supported sales tax revenue bonds or other bonds, the issuance and sale of its bond anticipation notes, or from other monies of the City lawfully available for such purposes.

The City reserves the right to issue additional bond anticipation notes for the purpose of paying the balance of the costs of the projects financed in part by this issue of notes or of other improvement projects of the City, for the purpose of refunding the notes of this issue at or prior to maturity and for the purpose of paying for additional improvements for the City. The ordinance under which these notes are issued constitutes an irrevocable contract between the City and the holders of all of said notes and said contract cannot be changed or altered without the written consent of the holders of seventy-five percent (75%) in principal amount of the notes of this series then outstanding.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS NOTE MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS NOTE MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY NOTE ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

This note shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this note did exist, did happen and were done and performed in regular and due form and time as provided by law.

IN WITNESS WHEREOF the Mayor and Council of the City of La Vista, Nebraska, have caused this note to be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the City Clerk and by causing the official seal of the City to be impressed or imprinted hereon, all as of the date of original issue specified above.

CITY OF LA VISTA, NEBRASKA

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

ATTEST:

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

(SEAL)

CERTIFICATE OF AUTHENTICATION

This note is one of the notes of the issue designated therein and issued under the provisions of the ordinance authorizing said issue.

\_\_\_\_\_  
Paying Agent and Registrar

\_\_\_\_\_  
Authorized Signature

(Form of Assignment)

For value received \_\_\_\_\_  
hereby sells, assigns and transfers unto \_\_\_\_\_  
the within mentioned note and hereby irrevocably constitutes and appoints  
\_\_\_\_\_, attorney, to transfer the same  
on the books of registration in the office of the within-in mentioned Paying Agent and  
Registrar with full power of substitution in the premises.

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

\_\_\_\_\_

\_\_\_\_\_

Registered Owner(s)

Witness: \_\_\_\_\_

Note: The signature of this assignment must correspond with the name as written on the face of the within-mentioned note in every particular, without alteration, enlargement or any change whatsoever.

Section 6. Each of the Notes shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the City Clerk and shall have imprinted thereon the City's seal (which may be a facsimile seal). The Notes shall be issued initially as "book-entry-only" notes using the services of The Depository Trust Company ("DTC"), with one typewritten note certificate per maturity being issued to DTC. In such connection, said officers are authorized to execute and deliver a Letter of Representations in the form required by DTC (including any blanket letter previously executed and delivered by the City), for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Notes. Upon the issuance of the Notes as "book-entry-only" notes, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Notes as securities depository (each, a "Bond Participant") or to any person who is an actual purchaser of a Note from a Bond Participant while the Notes are in book-entry form (each, a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Notes,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Notes, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Notes.

The Paying Agent and Registrar shall make payments with respect to the Notes only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Notes to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Note, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Notes requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Notes or (ii) to make available Notes registered in whatever name or names the Beneficial Owners transferring or exchanging such Notes shall designate.

(c) If the City determines that it is desirable that certificates representing the Notes be delivered to the Bond Participants and/or Beneficial Owners of the Notes and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of note certificates representing the Notes. In such event, the Paying Agent and Registrar shall issue, transfer and exchange note certificates representing the Notes as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Note is registered in the name of the Depository or any nominee thereof, all

payments with respect to such Note and all notices with respect to such Note shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Notes may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Notes may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a Note unless and until such partially redeemed Note has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Note as is then outstanding and all of the Notes issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the City shall immediately provide a supply of printed note certificates for issuance upon the transfers from the Depository and subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement Notes upon transfer or partial redemption, the City agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting Mayor and City Clerk of such City. In case any officer whose signature or facsimile thereof shall appear on any Note shall cease to be such officer before the delivery of such Note (including any note certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Note. The Notes shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The City Treasurer shall cause the Notes to be registered and authenticated. Upon execution, registration and authentication of the Notes, the City Treasurer is authorized to deliver them to D.A. Davidson & Co., as the initial purchaser thereof, upon receipt of the principal amount of the Notes plus accrued interest thereon, to date of payment for the Bonds, less the Underwriter's discount and taking into consideration any original issue discount or original issue premium, in accordance with Section 2 hereof. Said initial purchaser shall have the right to direct the registration of the Notes and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The Underwriter and its agents, representatives and counsel and the City's bond counsel are hereby authorized to take such actions on behalf of the City as



are necessary to effectuate the closing of the issuance and sale of the Notes, including, without limitation, authorizing the release of the Notes by the Depository at closing. The Authorized Officers of the City (or any one of them) are hereby authorized to execute a note purchase agreement for the sale of the Notes to the Underwriter. The officers of the City, or any one or more of them are hereby further authorized to take any and all actions and enter into any and all agreements deemed necessary or appropriate in connection with the issuance and sale of the Notes, and any such actions previously taken are hereby ratified and confirmed.

Section 7. The City covenants and agrees that it will take all steps required to complete the improvements described in Section 1 hereof in a manner to allow it to issue and sell its property tax supported sales tax revenue bonds or other bonds. The City further covenants and agrees to issue and sell its property tax supported sales tax revenue bonds or other bonds in a sufficient amount and at such times as will enable it to take up and pay off the bond anticipation notes herein ordered issued, both principal and interest, at or prior to maturity, to the extent not paid from other sources.

Section 8. The City hereby reserves the right to issue additional bond anticipation notes for the purpose of paying the balance of the cost of the projects of the City set out in Section 1 hereof, for the purpose of refunding the Notes herein ordered issued at or prior to maturity or for the purpose of paying for additional improvements for the City.

Section 9. The City Clerk shall make and certify a complete transcript of the proceedings had and done by said City precedent to the issuance of said Notes, a copy of which shall be delivered to the initial purchaser of the Notes. After being executed by the Mayor and Clerk said Notes shall be delivered to the City Treasurer who shall be responsible therefor under her official bond. The City Treasurer is authorized and directed to deliver said Notes to the purchaser upon receipt of payment of the purchase price in accordance with the contract of the City with said purchaser.

Section 10. With respect to Notes issued as the City's tax-exempt obligations, the City hereby covenants and agrees that it will make no use of the proceeds of such Notes which would cause such Notes to be arbitrage bonds within the meaning of Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and further covenants to comply with said Sections 103(b)(2) and 148 and all applicable regulations thereunder throughout the term of said issue, including all requirements with respect to payment and reporting of rebates, if applicable. The City

hereby covenants to take all action necessary to preserve the tax-exempt status of the interest on such Notes for federal income tax purposes under the Code with respect to taxpayers generally. The City further agrees that it will not take any actions which would cause such Notes to constitute "private activity bonds" within the meaning of Section 141 of the Code.

Section 11. The City hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Notes, a continuing disclosure undertaking (the "Continuing Disclosure Undertaking") in such form as shall be satisfactory to the City and in compliance with Rule 15c2-12 of the Securities and Exchange Commission, and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this ordinance, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Note (as such terms are defined in the Continuing Disclosure Undertaking) may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 12. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

Section 13. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of said conflict hereby repealed.

Section 14. The Authorized Officers (or any one of them) to approve and deem final a Preliminary Official Statement with respect to the Notes and the information therein contained, and the Authorized Officers (or any one of them) are further authorized to approve and deliver a final Official Statement for and on behalf of the City, all in accordance with Rule 15c2-12 of the Securities and Exchange Commission.

Section 15. This Ordinance shall be published in pamphlet form as provided by law. This Ordinance shall take effect immediately upon its publication in pamphlet form.

PASSED AND APPROVED THIS 19TH DAY OF JULY, 2016.

CITY OF LA VISTA, NEBRASKA

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

ATTEST:

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

(SEAL)

**NOTICE OF PUBLICATION**

**OF ORDINANCE NO. \_\_\_\_\_**

**IN PAMPHLET FORM**

Public Notice is hereby given that at a meeting of the Mayor and City Council of the City of La Vista Nebraska, held at \_\_\_\_ p.m. on Tuesday, July 19, 2016, there was passed and adopted Ordinance No. \_\_\_\_\_ entitled:

**AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF BOND ANTICIPATION NOTES, SERIES 2016, OF THE CITY OF LA VISTA, NEBRASKA, OF THE PRINCIPAL AMOUNT OF NOT TO EXCEED ELEVEN MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$11,250,000) FOR THE PURPOSE OF PROVIDING INTERIM FINANCING FOR PUBLIC INFRASTRUCTURE PROJECTS WITHIN THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA PENDING THE ISSUANCE OF PERMANENT PROPERTY TAX SUPPORTED SALES TAX REVENUE BONDS; PRESCRIBING THE FORM OF SAID NOTES; AGREEING TO ISSUE PROPERTY TAX SUPPORTED SALES TAX REVENUE BONDS TO PAY THE NOTES AT MATURITY OR TO PAY THE NOTES FROM OTHER AVAILABLE FUNDS; AND ENTERING INTO A CONTRACT ON BEHALF OF THE CITY WITH THE HOLDERS OF SAID NOTES.**

Said Ordinance was published in pamphlet form on July \_\_\_\_, 2016. Copies of said Ordinance as published in pamphlet form are available for inspection and distribution at the Office of the City Clerk, in the City of La Vista, Nebraska.

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

**CERTIFICATE AS TO PUBLICATION IN PAMPHLET FORM**

The undersigned City Clerk for the City of La Vista, Nebraska, hereby certifies that Ordinance No. \_\_\_\_\_ as passed and approved by the Mayor and Council of the City of La Vista, Nebraska, at their meeting held on July 19, 2016, was published in pamphlet form on July \_\_\_\_, 2016 and that a true and correct copy of such Ordinance as so passed and published is attached hereto.

Dated this \_\_\_\_\_ day of July, 2016.

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

(SEAL)

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 19, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPROVAL - SATELLITE KENO LOCATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

A resolution has been prepared to authorize a satellite keno location for La Vista, Keno, Inc. at J-Birds Foods & Spirits, 9723 & 9725 Giles Road, La Vista NE effective upon receipt of the keno license from the State.

**FISCAL IMPACT**

It is anticipated that a satellite location could increase the handle for La Vista, Keno, Inc. which in turn could increase the City's monthly keno revenue.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On August 5, 2008, the City awarded a contract to La Vista Keno, Inc. for operation of a municipal keno-type lottery commencing October 1, 2008 through September 30, 2018. The terms of this contract allowed for the establishment of satellite locations with the approval of the City of La Vista. On September 16, 2008 the City passed ordinance 1073 which provided qualification standards for Keno lottery sales outlet locations.

On April 5, 2016 the City approved the assignment and assumption of the current Lottery Operator Agreement to and by buyer, LVK Holdings LLC through September 30, 2023.

La Vista Keno and J-Birds Foods & Spirits have met the standards set forth by the City of La Vista and are requesting approval of this satellite location effective upon receipt of the keno license from the State.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING A SATELLITE KENO LOCATION FOR THE CITY'S KENO LOTTERY GAME AT WILDKAT RESTAURANTS, INC. D/B/A J-BIRDS FOODS & SPIRITS, 9723 & 9725 GILES ROAD LA VISTA NEBRASKA EFFECTIVE UPON RECEIPT OF THE KENO LICENSE FROM STATE.

WHEREAS, the current Keno Lottery Operator Agreement between the City of La Vista and La Vista Keno, Inc., dated August 8, 2008, and assigned and assumed to and by LVK Holdings LLC on April 5 2016 requires LVK Holdings LLC to obtain prior written consent of the City to establish a satellite location; and further that the satellite location shall comply with such qualification standards as adopted by the City pursuant to Nebraska Statutes, Section 9-642.01, governing lottery sales outlet locations, and such other terms and conditions determined necessary or advisable; and

WHEREAS, the City of La Vista, by Ordinance No. 1073, set forth qualification standards for Keno Lottery Sales Outlet Locations, which includes satellite locations ("Ordinance"); and

WHEREAS, LVK Holdings LLC has proposed a satellite location for the City's keno lottery game at Wildkat Restaurants, Inc. dba J-Birds Foods & Spirits, located at 9723 & 9725 Giles Road, La Vista, Nebraska pursuant to a Satellite Agreement between said parties dated June 9, 2016, a copy of which has been presented at this meeting ("Satellite Agreement"); and

WHEREAS, the requirements of the Lottery Operator Agreement and other Keno Requirements as defined in the Ordinance are incorporated into the Satellite Agreement pursuant to said Ordinance; and

WHEREAS, the City Clerk has determined that the standards for the Keno Lottery Sales Outlet Location at J-Birds Foods & Spirits, located at 9723 & 9725 Giles Road, La Vista NE, have been met.

NOW, THEREFORE, BE IT RESOLVED: that the Mayor and City Council of the City of La Vista, Nebraska, hereby authorize and approve a satellite keno location for the City's keno lottery game at J-Birds Foods & Spirits, located at 9723 & 9725 Giles Road, La Vista NE, and further approve the owner and operator thereof, Wildkat Restaurants, effective upon receipt of the keno license from that State and subject to the following:

- a. Submittal of all Exhibits to the Satellite Agreement in form and content satisfactory to the City;
- b. Any change of ownership or control of the satellite, Wildkat Restaurants, or any stock of Wildkat Restaurants, shall require prior written approval of the City of La Vista;
- c. The satellite, Wildkat Restaurants and stockholders of Wildkat Restaurants shall be bound by the Lottery Operator Agreement between the City of La Vista and LVK Holdings LLC and owe to LVK Holdings LLC all responsibilities and obligations which LVK Holdings LLC and its owner by said Lottery Operator

Agreement, as secured, owe to the City of La Vista. The City of La Vista shall be a beneficiary entitled to enforce such responsibilities and obligations of the satellite, Wildkat Restaurants and its stockholders;

- d. City of La Vista shall have access at any time to the satellite location and keno-related funds, documents and records in the possession or control of the satellite owner or operator;
- e. City of La Vista shall be named as an additional named insured on any insurance required of the satellite owner or operator by the Satellite Agreement;
- f. City of La Vista, as owner of the La Vista keno game, retains authority over use of the term "La Vista keno"; and all uses of said term shall be subject to review and approval of the City and cease upon termination of the Satellite Agreement;
- g. Funds of the La Vista keno game handled by the satellite shall be the sole and exclusive property and held in trust for the benefit of the City of La Vista until properly paid in accordance with the Lottery Operator Agreement or Satellite Agreement; and
- h. Ongoing satisfaction by the satellite owner and operator of the Satellite Agreement and this Resolution, as well as the Lottery Operator Agreement, Ordinance and other Keno Requirements, as defined in said Ordinance.

BE IT FURTHER RESOLVED that, in addition to devices for satellite keno, the following gambling devices are hereby authorized at the satellite premises pursuant to Section 2(H) of the Ordinance: pickle card device.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign such documents, including, but not limited to, Nebraska Department of Revenue Form(s) 50G, and take such further actions as necessary or appropriate to carry out the actions approved herein.

PASSED AND APPROVED THIS 19TH DAY OF JULY, 2016.

CITY OF LA VISTA

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

ATTEST:

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





June 21, 2016

Pamela Buethe, City Clerk  
City of La Vista  
8116 Park View Blvd  
La Vista, Ne 68128-2198

RE: La Vista Keno Satellite Location  
J – Birds Foods & Spirits

Dear Ms. Buethe,

I am writing to inform you of the decision to have Skot Timm of Wildkat Restaurants Inc. as an authorized Satellite Location of La Vista Keno. The location of this satellite is:

J-Birds Foods & Spirits  
9723 & 9725 Giles Road  
La Vista, Ne 68128  
402-991-3999

Also attached is the Form 50G filled out by Mr. Timm for the Satellite location and a copy of the satellite agreement between J-Birds Foods & Spirits and La Vista Keno.

Please place the keno sales outlet location application on the Council's agenda for approval at your earliest convenience. If you have any questions, please feel free to contact me at 402-670-2965.

Thank you for your assistance. I look forward to working with you on this application.

Thank you,

A handwritten signature in cursive script that reads "Katrina Coffey".

Katrina Coffey  
Vice President of Sales & Community Relations

**NEBRASKA SCHEDULE II - County/City Lottery Sales**

**Outlet Location Application**

- No license fee required
- Incomplete schedules will be returned
- Read instructions on reverse side

**FORM  
50G**

PLEASE DO NOT WRITE IN THIS SPACE

1 Nebraska I.D. Number of County, City, or Village 521183 2 County, City, or Village Name as shown on Form 50G La Vista Sarny County

**SALES OUTLET LOCATION INFORMATION (Attach additional sheet if necessary)**

Your social security number and date of birth are required under the Nebraska County and City Lottery Act and will be used to request criminal history information from law enforcement agencies to determine if the legal requirements for a lottery sales outlet location's license are met.

3 Nebraska Identification Number 021-011947594 4 Federal I.D. or Social Security Number 27-0597553 5 Type of Application: ☒ New ☐ Renewal ☐ Report Changes ☐ Cancel

BUSINESS NAME AND LOCATION ADDRESS		BUSINESS NAME AND MAILING ADDRESS	
Name	<u>Wildkat Restaurants Inc</u>	Business Name	<u>SAME</u>
Trade Name of Business (If Different Than Above)	<u>T-Birds Foods &amp; Spirits</u>	Street or Other Mailing Address	
Street Address	<u>9723 &amp; 9725 Giles Road</u>	City	State Zip Code
City	<u>La Vista NE 68128 Sarny</u>	Nebraska Liquor License Number	<u>C-110074</u>

6 Type of Ownership ☐ Sole Proprietorship ☐ Domestic Corporation ☐ Limited Liability Company ☐ Nonprofit Corporation or Organization ☐ Partnership ☐ Foreign Corporation ☒ Domesticated Corporation ☐ Other 7 Location Type ☐ Keno Satellite ☐ Keno Independent Game

8 List the social security number, full name, home address, date of birth, type of involvement, and percentage of ownership for each of the following persons involved with the applicant.

a. If a sole proprietorship, list the individual owner.

b. If a partnership, list each partner and spouse.

c. If a corporation, list each officer and spouse and each person holding ten percent or more of the debt or equity of the applicant corporation. If any person holding ten percent or more of the debt or equity of the applicant corporation is a partnership, limited liability company, or corporation, list each partner of such partnership, each member of such limited liability company, or each officer of such corporation and every person holding ten percent or more of the debt or equity of any such partnership, limited liability company or corporation.

d. If a limited liability company, list each member and spouse.

e. If a nonprofit organization or nonprofit corporation, list each officer and the individual designated as manager.

(Attach additional sheet if necessary)

Social Security Number	Name, Address, City, State, Zip Code (See instructions)	Date of Birth	Type of Involvement and Percentage of Ownership
<u>530-88-2800</u>	<u>Scot E. Timm - 8131 S. 101st St. - La Vista 68128</u>	<u>8-20-63</u>	<u>Pres - 50%</u>
<u>507-08-6649</u>	<u>Michelle M. Timm - same address</u>	<u>11-15-66</u>	<u>Sec - 50%</u>

9 Does any person other than those listed in line 8 above have any ownership interest in the license applicant? (See instructions)

☐ YES ☒ NO

If Yes, in the case of an individual, identify the social security number, full name, home address, date of birth, type of ownership interest of each such individual. In the case of a business, identify the federal employer identification number, business name, address, and type of ownership interest of each such business. (Attach additional sheet if necessary)

10a Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony or misdemeanor at any time involving any gambling activity, fraud, theft, willful failure to make required payments or reports, or filing false reports with a governmental agency at any level? This includes shoplifting or issuing bad checks. ☐ YES ☒ NO

If Yes, see instructions.

10b Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony other than that described in line 10a within ten years preceding the date of this application? ☐ YES ☒ NO

If Yes, see instructions.

11 Has each of the individuals listed in line 8 above filed fingerprint cards and proper fees for criminal background investigation with the Nebraska State Patrol, or when applicable, attached a signed affidavit for each spouse waiver? (See instructions) ☒ YES ☐ NO

12 Do any of the individuals listed in line 8 above have a financial interest, directly or indirectly, in any company licensed as a manufacturer or distributor pursuant to the Nebraska Bingo Act or the Nebraska Pickle Card Lottery Act or in any company licensed as a manufacturer-distributor pursuant to the Nebraska County and City Lottery Act? ☐ YES ☒ NO

If Yes, attach a detailed explanation of such interests.

13 Does any member of the governing board or any governing official of the county, city, or village named in this application have any financial interest, directly or indirectly, in the business named in this application? ☐ YES ☒ NO

If Yes, attach a detailed explanation of such interests.

14 Do any of the individuals listed in line 8 above currently hold or have any of the individuals previously held any other licenses issued under the Nebraska Bingo Act, the Nebraska Pickle Card Lottery Act, the Nebraska Lottery and Raffle Act, or the Nebraska County and City Lottery Act? ☐ YES ☒ NO

If Yes, indicate the types of licenses, and their current status (active, suspended, cancelled, revoked, or expired).

Under penalties of law, I declare that I have examined this application, and to the best of my knowledge and belief, it is correct. I will comply with the provisions of the Nebraska County and City Lottery Act and the regulations adopted under such Act.

**sign here** Scot E. Timm President 6-8-16 (402) 991-3999  
Signature of Sales Outlet Location Owner, Member, Partner, Title Date Daytime Telephone Number  
Officer, or Person Authorized by Attached Power of Attorney  
Name of Person to Contact Regarding This Application: Scot Timm Pres (402) 991-3999  
Name Title Daytime Telephone Number

**AUTHORIZATION-Signature of Governing Official**  
Attach documentation indicating approval of location by governing board of the county, city or village and a copy of the site agreement.

**sign here** I declare that I have examined this application, and authorize the applicant to conduct a lottery on behalf of the county, city, or village named in this application.  
Authorized Signature Title Date Daytime Telephone Number

# **CITY OF LA VISTA**

## **OCCUPATIONAL LICENSE - LIQUOR**

Occupation tax, power to levy, exceptions. A city of the first or second class and villages may raise revenue by levying and collecting a license tax on any occupation or business within the limits of the city or village and regulate the same by ordinance. All such taxes shall be uniform in respect to the classes upon which they are imposed: Provided, all scientific and literary lectures and entertainments shall be exempt from such taxation, as well as concerts and other musical entertainments given exclusively by citizens of the city or village. See 16-205; 17-525 Revised Statutes of Nebraska, 1943.

No. 15-046

### **CITY CLERK'S OFFICE**

### **TO ALL WHO SHALL SEE THESE PRESENTS:**

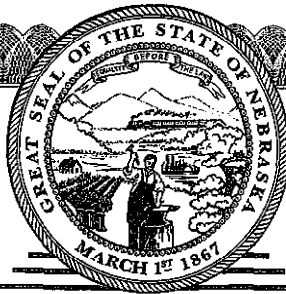
Know Ye, that, **J-Birds Foods & Spirits** having paid the Treasurer the sum of Six Hundred Dollars and No Cents, is hereby licensed to OPERATE A CLASS C LIQUOR LICENSE, at 9723 & 9725 Giles Road within the city limits of La Vista through October 31, 2016.



In Testimony Whereof, I, the City Clerk of the said City have hereunto set my hand and affixed the Seal of said City, October 29, 2015.

*Pamela A. Duethe*  
City Clerk

# STATE OF



# NEBRASKA

## LIQUOR LICENSE

GRANTED UNDER PROVISIONS OF NEBRASKA LIQUOR CONTROL ACT

110074

**CLASS C - ALCOHOLIC LIQUOR ON/OFF SALE  
(INSIDE CORPORATE LIMITS)**

**LICENSEE**

**WILDKAT RESTAURANTS INC  
8131 S 101ST STREET  
LA VISTA NE 68128**

**PREMISE**

**J-BIRDS FOODS & SPIRITS  
9723 & 9725 GILES RD SARPY  
LA VISTA NE 68128**

**LEGAL DESCRIPTION:**

**ENTIRE ONE STORY BLDG APPROX 51' X 61' PLUS PATIO AREA APPROX  
31' X 20'**

**WHEREAS, THE ABOVE HAS ON FILE WITH THE LIQUOR COMMISSION AN  
APPLICATION AND BOND AS REQUIRED BY LAW WHICH HAS BEEN DULY APPROVED,  
AND HAS PAID ALL FEES REQUIRED BY LAW, AS PROVIDED IN THE NEBRASKA  
LIQUOR CONTROL ACT.**

**LICENSE PERIOD: 11/01/2015 - 10/31/2016**

**UNLESS SOONER REVOKED, SUBJECT TO THE PROVISIONS OF SAID ACT AND  
SUCH RULES AND REGULATIONS AS MAY HAVE BEEN OR MAY HEREAFTER BE  
PROMULGATED OR ADOPTED.**

Attest

NEBRASKA LIQUOR CONTROL COMMISSION

*Heidi B. Rapp*  
Executive Director

*Robert A. Lott*  
Chairman

**LA VISTA KENO****SATELLITE LEASE AND OPERATING AGREEMENT**

This Satellite Lease and Operating Agreement is between LVK Holdings LLC dba La Vista Keno, 11248 John Galt Boulevard, Omaha, NE 68137 and the undersigned "Satellite". In this Agreement: (i) "we", "us" and "our" means and refers to LVK Holdings LLC; (ii) "you" and "your" means and refers to the undersigned Satellite and any successor-in-interest to the business of the undersigned Satellite; (iii) "Premises" means the location specified below and any new location to which your business is moved or expanded; (iv) "Game" means the legal gambling activities contemplated by this Agreement; (v) "Equipment" means any computer(s), input terminal(s), display device(s) and other equipment that we place at the Premises; (vi) "Supplies" means tickets, bet slips and other items of personal property necessary to play the Game; (vii) "Handle" means the amount wagered on the Game at the Premises, determined in accordance with the Game Rules; (viii) "Game Rules" means the La Vista Keno Satellite Manual and other rules we develop or implement from time to time for conduct of the Game, all of which are made a part of this Agreement; (ix) "Game Funds" means all proceeds of wagers, whether or not accepted in violation of this Agreement; (x) "Scheduled Expiration Date" means the last day that this Agreement may be effective, taking into account all possible Renewal Terms; (xi) "Community" means the City of La Vista.

1. **Lease.** You hereby lease to us space within the Premises specified below. That space shall be as indicated on Attachment A or as mutually agreed and shall in any event be sufficient to allow play of the Game and placement of the Equipment in a manner that is convenient for your customers. You agree that we may enter the Premises at any time during your normal business hours for purposes of inspecting or repairing the Equipment, viewing the manner in which the Game is offered, reviewing Game records, conducting Game audits, or exercising our rights under Section 7.
2. **Compliance with Law.** You agree to: (a) obtain and maintain in effect during the term of this Agreement all necessary and applicable licenses, permits, and approvals (including, but not limited to, a federal wagering stamp, a sales outlet location license, and any necessary licenses for your staff); and (b) comply with all "Regulatory Requirements" which include, but are not limited to, all applicable laws, regulations, ordinances, resolutions, rules and rulings promulgated by any federal, state or local government or any court, agency, instrumentality or official, and specifically including, but not limited to, the lottery operator agreement or similar agreement between us and the Community, and related rules, agreements, memoranda of understanding, resolutions and actions, and the Nebraska County and City Lottery Act and regulations promulgated pursuant thereto, all as now existing or hereafter amended, adopted or replaced, and whether applicable to conducting the Game at the Premises, the operation of your business or otherwise.
3. **Rent.** We will pay you rent equal to 4% of Handle. We will pay rent at least twice each month on settlement dates we choose. We may withhold or offset rent against any amounts you owe us or our affiliates under this Agreement or otherwise. If there is a change in Regulatory Requirements or other change in circumstances that we consider to be adverse, we may decrease the amount of rent due hereunder upon 45 days' prior written notice to you.
4. **Staffing.** You agree to supervise and be responsible for the staffing necessary at the Premises for customers to play the Game, and to require your staff to comply with all Game Rules and Regulatory Requirements. Staff members who have not been trained or approved by us or who have not been appropriately licensed shall not be permitted to have any duties with respect to the Game.
5. **Your Obligations.** You agree to comply with and perform all of your obligations under the Game Rules and this Agreement. You agree to: (a) maintain (or reimburse us for) electrical power and phone lines (or other communications services designated by us); (b) operate your business and the Premises in a clean, safe, orderly, lawful and respectable manner and condition, with no adverse changes as compared to when you became a sales outlet location for the Game; (c) maintain current, complete and accurate records pertaining to your business and transactions related to the Game and give us and relevant government officials access thereto promptly on request; (d) maintain commercially reasonable insurance (including, at least, public liability insurance) naming us as an additional insured and provide us with certificates evidencing the same on request; (e) pay all applicable taxes pertaining to conduct of the Game at the Premises (including, but not limited to, federal, state and local excise and occupational taxes); (f) use your best efforts to detect and prevent cheating with respect to the Game and tampering with the Equipment and Supplies and immediately report the same or your reasonable suspicions related thereto to us; and (g) maintain the confidentiality of all materials and information that we provide to you and return the same to us upon termination of this Agreement. You represent and agree that you have and will maintain all third party approvals necessary for you to perform under this Agreement. You are to meet all of your obligations under this Agreement at your expense, except as expressly provided in this Agreement.
6. **Our Obligations.** So long as you comply with this Agreement, we agree that you may be a sales outlet location for the Game. We will, at our own expense: (a) maintain any necessary central computer for the Game; (b) provide you with Equipment and Supplies and such construction as we consider to be necessary for the installation of the Game at the Premises; (c) repair (and, if necessary, replace) defective Equipment and insure (or self-insure) the same; (d) train your staff in the operation of the Equipment; and (e) market the Game as we deem necessary (e.g., through on-Premises signs). We do not guarantee that operation of the Game or the Equipment will be uninterrupted or error-free. We will not be considered in default if our performance is prevented due to a cause beyond our control, including, but not limited to, computer and communications failures.
7. **Equipment.** All Equipment remains our property, shall not be considered fixtures and shall be returned to us immediately upon any termination or discontinuation pursuant to Sections 14 or 15. We may add to, remove, or alter all or any of the Equipment at any time. You agree to use due care to safeguard the Equipment and agree to notify us immediately if any of it is lost, stolen, damaged, or destroyed or appears to be malfunctioning. You agree to reimburse us for any losses sustained as a result of your failure to comply with the foregoing or the negligence or intentional misconduct of you or your staff or customers.
8. **Marketing and Protection of Marks.** You agree to prominently display the promotional and informational material we provide regarding the Game. You acknowledge that the name "La Vista Keno", and any other names, marks, slogans and similar materials that we may publish or distribute (the "Marks") are our property, whether or not registered, and you agree not to take any action to impair our ownership or the value thereof, or to bring the same into disrepute. You agree to obtain our prior written approval before you advertise or promote the Game or use the Marks.
9. **Conduct of the Game.** You agree to make the Game available to your customers during your normal business hours. You agree to use reasonable efforts to ensure that persons playing the Game on the Premises are limited to customers physically present on the Premises. Except in the case of tickets written for 21 or more consecutive games, you shall require customers to redeem all winning tickets immediately after the last game to which they relate and before the calling of the next game. You shall redeem all winning tickets in the presence of all customers having purchased tickets at the Premises for the games to which such tickets relate, and you shall not permit customers to purchase tickets, leave the Premises and return later for redemption. In the case of tickets written for 21 or more consecutive games, you may permit delayed redemption in accordance with the Game Rules.
10. **Game Funds.** You shall require all wagers on the Game to be paid in cash (valid U.S. currency) at the time they are made. If you cash checks for customers, you shall do so separately and at your own risk and shall not accept checks in our name. All Game Funds are our sole and exclusive property. You agree to: (a) hold Game Funds in trust for us; (b) keep Game Funds separate from your funds; and (c) prevent any of your creditors or other third parties from seizing or otherwise enforcing any lien, claim or other interest in Game Funds. All Game Funds, less prizes paid by you in accordance with the Game Rules, shall be deposited no later than noon of the first banking day after receipt into a separate bank account that we have approved. If the bank account is other than our account, we are hereby authorized to transfer the balance of that account to our account on a daily basis and you agree to sign a funds transfer agreement to permit the same. We are entitled to immediate payment of any deposit of Game Funds not made when due or for any non-cash wager proceeds that you accept. Interest shall accrue thereon at the lesser of 24% per annum or the highest lawful rate until paid.
11. **Term.** This Agreement shall be effective through the term of our current lottery operator agreement with the Community (which ends September 30, 2023) and shall thereafter be automatically renewed for up to three additional consecutive renewal terms of five years each (each a "Renewal Term") unless we have given you written notice of non-renewal of this Agreement any time before the commencement of the next Renewal Term. Sections 5(c), 5(e), 5(g), 12, 13, and 16 shall survive any termination of this Agreement.

SUBJECT TO TERMS ON REVERSE

12. **Expanded Gambling.** If additional gambling activities are legalized in the future and you wish to offer those activities at the Premises, we agree to use our best efforts to make those activities available to you on mutually agreed terms. If we are unable to do so for any reason within six months after your written request for such legal gambling activities, you may discontinue your obligation to staff the Game in accordance with Section 14. In return for the foregoing and our other obligations herein, and in view of our significant capital investment in reliance hereon, you agree not to permit anyone other than us to offer, supply or install gambling activities (other than paper pickle cards as allowed by the Nebraska Pickle Card Lottery Act on the date this Agreement is signed by us) at the Premises under any circumstances before the Scheduled Expiration Date of this Agreement.

13. **Indemnity.** You agree to indemnify, defend and hold us, the Community, and our and their respective employees and agents, harmless from and against any and all losses, costs, expenses (including reasonable attorneys' fees) and damages arising out of or related to: (a) your breach of this Agreement; or (b) any third party claim based on your, your staff's, or your customers' acts or omissions; or (c) the conduct of your business or the condition of the Premises or any adjoining areas (including parking areas). We will not, however, be entitled to such indemnity if the sole proximate cause of proven damages was our own negligence or willful misconduct.

14. **Your Right to Terminate or Discontinue.** You may terminate this Agreement early if we materially default hereunder, and fail to cure our default within 30 days after receipt of written notice from you, specifying our default to be corrected. You may discontinue your responsibility to staff the Game: (a) if we propose a rent reduction pursuant to Section 3 and you give us written notice that you reject the same within 15 days after your receipt thereof; (b) if you determine, reasonably and in good faith, that continued staffing would be unprofitable; or (c) if we are unable to provide you, under Section 12, with additional gambling activities that you desire. Discontinuation of staffing shall not terminate this Agreement. We may, but are not required to, staff the Game at the Premises if you discontinue staffing. In such event, we may deduct the cost thereof from the rent due. If you discontinue staffing, any recommencement thereof by you will be subject to approval by us and applicable government authorities. Your right to terminate this Agreement or discontinue staffing under this Section is your exclusive remedy for our breach of this Agreement, and is in lieu of any other rights and remedies which you may have at law or equity.

15. **Our Right to Terminate or Discontinue.** We may terminate this Agreement early or discontinue our responsibilities under Section 6 without causing a termination hereof if: (a) you or your staff fail to comply with Section 2 or Section 10 in any respect, or your license to act as a sales outlet location is denied or revoked; (b) you otherwise materially default hereunder, and fail to cure the same within 30 days after receipt of written notice from us; (c) you discontinue staffing for any reason; (d) a material adverse change occurs in your business, financial or other condition, in our good faith determination; (e) there is a change in ownership of your business or you transfer your interest in, or discontinue business at, the Premises; (f) you have less than \$700 in Handle per week on average during any calendar quarter; or (g) we determine in good faith that a change in Regulatory Requirements will make continuation of our responsibilities hereunder impractical or unprofitable.

16. **Remedies.** If we terminate this Agreement early or exercise our right to discontinue our obligations in accordance with Section 15, we will be entitled to recover our damages, in addition to our other rights and remedies at law and in equity. Our damages are deemed to be no less than the product of: (i) the number of weeks remaining until the Scheduled Expiration Date; multiplied by (ii) eight percent (8%) of your average weekly Handle (averaged for the period beginning with commencement of the Game at the Premises and ending 12 months before the event giving rise to such termination or discontinuance; if the Game at the Premises continued for less than 15 months, we will use the average for the first half of such period). We will not, however, be entitled to damages if our termination or discontinuance was based solely on: (A) Section 15(f); or (B) Section 15(c) or 15(e) provided that you otherwise continue to comply with the terms of this Agreement until the Scheduled Expiration Date (including, but not limited to, your obligation not to permit additional gambling activities under Section 12, even in circumstances where we are unable to provide you with the additional gambling activities that you desire). You further agree that we shall be entitled to specific performance and/or injunctive relief to enforce the terms hereof, including, but not limited to, injunctive relief against third parties with respect to violations pertaining to Section 12. As security for your performance of Section 12 and payment of our damages occasioned thereby, you hereby grant us a security interest in and assign to us any rents or other payments due under any lease or other agreement and any other revenues to which you may be entitled with respect to other gambling activities on the Premises and you also hereby grant us a power of attorney to sign and file on your behalf any financing statement or other document related to such security interest.

17. **Miscellaneous.** This Agreement: (a) is a continuation of any prior existing lease we may have with regard to the Premises; (b) supersedes the terms of any and all such leases and is the exclusive statement of the agreement of the parties with respect to the subject matter hereof; (c) may not be amended except in writing executed by the parties; and (d) shall be interpreted and enforced in accordance with the laws of Nebraska. This Agreement binds the undersigned Satellite, the individual signing this Agreement, the Premises, any successor-in-interest to the business of the undersigned Satellite, and any new location to which your business is moved or expanded, through the Scheduled Expiration Date, unless terminated earlier as provided herein, and the provisions of this Agreement which survive termination continue to bind such persons and locations after termination. If any provision of this Agreement shall be unenforceable, the remaining provisions shall remain in effect. No waiver hereunder (whether by course of conduct or otherwise) shall be effective unless in writing and no waiver shall be considered a waiver of any other or further default. Our nonenforcement or waiver of any provision under any similar agreement(s) shall not be deemed a waiver of any provision under this Agreement. The parties intend their relationship under this Agreement to be that of independent contractors and not employees, agents, joint venturers, or partners; neither party shall have the power or authority to bind the other. Notices hereunder shall be given in writing by personal delivery or certified mail, addressed to the parties at the addresses set forth herein and shall be deemed given upon receipt.

Satellite Name: <u>Wildkat Restaurants Inc.</u> <u>aka J-Birds Food &amp; Spirits</u> Premises Address: <u>9723 49725 Gile Rd</u> <u>La Vista, NE 68128</u> (Premises legal description attached as Attachment A)		I have read and understand this Agreement (Front and Back) and am signing on behalf of myself and the Satellite named herein. By: <u>[Signature]</u> Print Name: <u>Skot E. Timm</u> Title: <u>President</u>	
State of Nebraska, Co. of <u>SARPY</u> ss: This instrument was acknowledged before me on <u>6/8/16</u> by <u>Skot E. Timm</u> the <u>President</u> of <u>Wildkat Restaurants Inc aka J-Birds Food &amp; Spirits</u> a <u>Nebraska Corporation</u> on behalf of the <u>Corporation</u>		Accepted: LVK Holdings LLC By: <u>[Signature]</u> Officer of LVK Holdings LLC Print Name: <u>Wm. F. Flaherty</u> Dated: <u>09 Jan 2016</u>	
Notary <u>Katrina L. Coffey</u>			

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GENERAL NOTARY - State of Nebraska  
 KATRINA L. COFFEY SUBJECT TO TERMS ON REVERSE  
 My Comm. Exp. Feb. 25, 2018

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 19, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CONDITIONAL USE PERMIT – STEPPER-ETTE STUDIOS, INC LOT 8, HARRISON HILLS (NE OF 118 <sup>TH</sup> & PEEL CIRCLE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled and a resolution prepared for Council to consider an application for a Conditional Use Permit to locate and operate an indoor recreational facility on Lot 8, Harrison Hills, generally located northeast of 118<sup>th</sup> Street and Peel Circle.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A public hearing has been scheduled to consider an application submitted by Stepper-Ette Studios, Inc., for a Conditional Use Permit to locate and operate an indoor recreation facility on Lot 8, Harrison Hills. The property is zoned I-1 Light Industrial; an indoor recreation facility is listed in the I-1 District as a conditional use. The applicant proposes to construct a new building and relocate their dance studio which is currently operating as Sue's Stepper-Ettes at 109<sup>th</sup> and Harrison.

A detailed staff report is attached.

The Planning Commission held a public hearing on June 16, 2016, and unanimously recommended approval of the Conditional Use Permit as the CUP request is consistent with the Comprehensive Plan and the Zoning Ordinance.

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**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 19, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CONDITIONAL USE PERMIT – STEPPER-ETTE STUDIOS, INC LOT 8, HARRISON HILLS (NE OF 118 <sup>TH</sup> & PEEL CIRCLE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled and a resolution prepared for Council to consider an application for a Conditional Use Permit to locate and operate an indoor recreational facility on Lot 8, Harrison Hills, generally located northeast of 118<sup>th</sup> Street and Peel Circle.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A public hearing has been scheduled to consider an application submitted by Stepper-Ette Studios, Inc., for a Conditional Use Permit to locate and operate an indoor recreation facility on Lot 8, Harrison Hills. The property is zoned I-1 Light Industrial; an indoor recreation facility is listed in the I-1 District as a conditional use. The applicant proposes to construct a new building and relocate their dance studio which is currently operating as Sue's Stepper-Ettes at 109<sup>th</sup> and Harrison.

A detailed staff report is attached.

The Planning Commission held a public hearing on June 16, 2016, and unanimously recommended approval of the Conditional Use Permit as the CUP request is consistent with the Comprehensive Plan and the Zoning Ordinance.

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**RESOLUTION NO. 16-\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR STEPPER-ETTE STUDIOS, INC., TO ALLOW FOR AN INDOOR RECREATIONAL FACILITY ON LOT 8, HARRISON HILLS.

WHEREAS, Stepper-Ette Studios, Inc., on behalf of the property owner, Harrison I-80, LLC, has applied for a Conditional Use Permit for to allow for an indoor recreation facility on Lot 8, Harrison Hills, located northeast of 118<sup>th</sup> Street and Peel Circle; and

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

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a Conditional Use Permit for such purposes,

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, for Stepper-Ette Studios, Inc., to allow for an indoor recreation facility on Lot 8, Harrison Hills.

PASSED AND APPROVED THIS 19<sup>th</sup> DAY OF JULY, 2016.

CITY OF LA VISTA

ATTEST:

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

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



**CITY OF LA VISTA  
PLANNING DIVISION**

**RECOMMENDATION REPORT**

CASE NUMBER: 2016-CUP-04

FOR HEARING OF: July 19, 2016  
Report Prepared on June 30, 2016

**I. GENERAL INFORMATION**

- A. APPLICANT:** Stepper-ette Studios, Inc.
- B. PROPERTY OWNER:** Harrison I-80 LLC
- C. LOCATION:** North corner of 118<sup>th</sup> Street and Peel Circle
- D. LEGAL DESCRIPTION:** Lot 8, Harrison Hills
- E. REQUESTED ACTION(S):** Conditional Use Permit approval for an indoor recreational facility
- F. EXISTING ZONING AND LAND USE:**  
I-1 Light Industrial; vacant.
- G. PROPOSED USES:** The Conditional Use Permit (CUP) will allow the applicant to operate an indoor recreational facility primarily intended to accommodate a dance studio and its related incidental uses.
- H. SIZE OF SITE:** 3.54 acres

**II. BACKGROUND INFORMATION**

- A. EXISTING CONDITION OF SITE:** The lot is currently vacant. The property is relatively flat with a gradual slope northward.
- B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
  - 1. **North:** Vacant; C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District)
  - 2. **Southeast:** Salon Centric; I-1 Light Industrial District
  - 3. **Southwest:** Vacant; TA Transitional Agriculture District and Gateway Corridor District (Overlay District)

**C. RELEVANT CASE HISTORY:**

N/A

**D. APPLICABLE REGULATIONS:**

1. Section 5.13 of the Zoning Regulations – I-1 Light Industrial District
2. Article 6 of the Zoning Regulations – Conditional Use Permits

**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. Access will be from proposed egress / ingress points along 118<sup>th</sup> Street and Peel Circle.
2. Based on the traffic volumes stated in the revised Operating Statement, the City Engineer does not find that a traffic impact study is required.

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

**E. PARKING REQUIREMENTS:** The applicant has indicated that special events may involve up to 400 people plus staff on the premises. The applicant has depicted 138 parking stalls on the CUP Site Plan, enough to accommodate 400 persons plus the amount of staff according to the Operating Statement. However, if or when it occurs, events involving additional persons will require an amendment to the CUP to allow for additional paved parking spaces.

No on-street parking will be allowed on Peel Circle or 118<sup>th</sup> Street.

**F. LANDSCAPING:** The applicant has provided landscaping as part of the Conditional Use Permit site plan. The landscaping depicted on the site plan meets the requirements of Section 7.17 of the Zoning Ordinance.

**IV. REVIEW COMMENTS:**

1. The proposed setbacks meet the requirements set forth as per Section 5.13 (I-1 Light Industrial District) of the Zoning Ordinance.
2. No on-street parking will be permitted on Peel Circle or 118<sup>th</sup> Street for any overflow parking.
3. A post-construction storm water management plan will be required at the time of building permit application.

V. **STAFF RECOMMENDATION – CONDITIONAL USE PERMIT:**  
Staff recommends approval of the Conditional Use Permit as the CUP request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VI. **PLANNING COMMISSION RECOMMENDATION – CONDITIONAL USE PERMIT:**  
The Planning Commission held a public hearing on June 16, 2016 and unanimously recommended approval of the Conditional Use Permit as the CUP request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VII. **ATTACHMENTS TO REPORT:**

1. Vicinity Map
2. CUP Operational Statement
3. Staff Review Letter
4. Review Response Letter from Representative Consultant
5. Draft CUP
6. CUP Site Plan map set

VIII. **COPIES OF REPORT TO:**

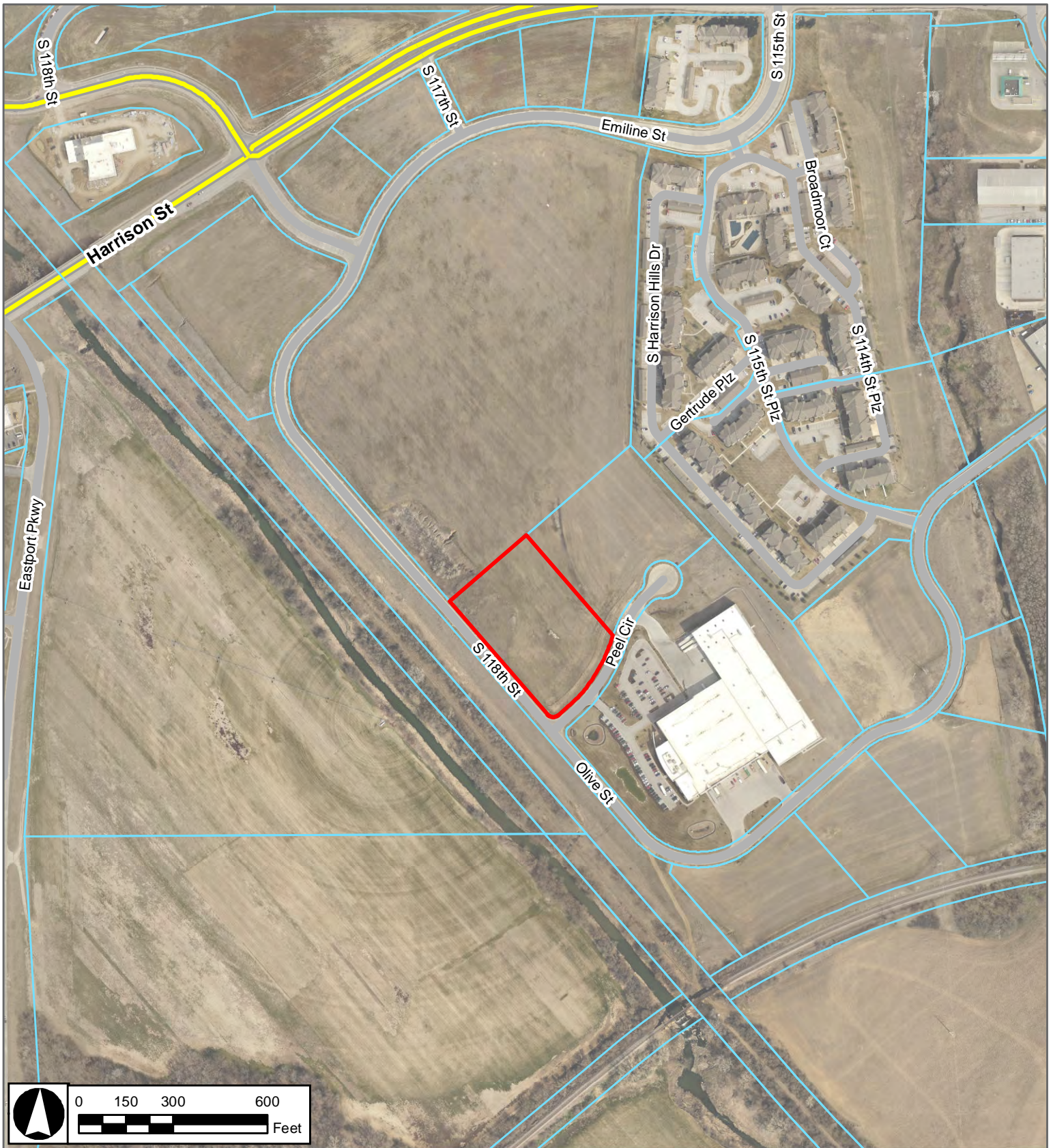
1. Bob Foehlinger, Stepper-ette Studios, Inc.
2. Sal Carta, Harrison I-80 LLC
3. Jason Thiellen, E & A Consulting Group
4. Public Upon Request

Prepared by

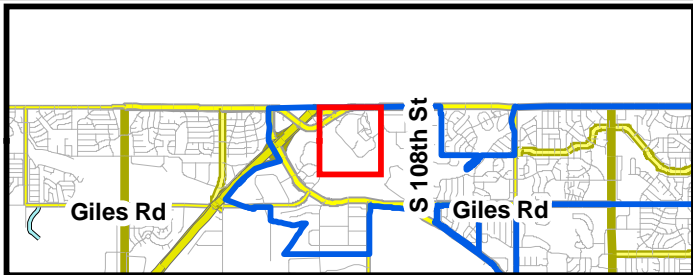
Community Development Director

Date





**Project Vicinity Map**



**Sue's Stepperettes - CUP**

5-4-2016  
JMC



# **STATEMENT OF OPERATION**

## **SUE'S STEPPER-ETTES**

### **GENERAL DESCRIPTION, HISTORY**

The name of the legal entity, a Nebraska corporation, is *Stepper-ette Studios, Inc. DBA Sue's Stepper-ettes*. In their 43<sup>rd</sup> year, Sue's Stepper-ettes is a baton twirling and dance studio with a typical enrollment of around 400 youth. Operating in the early years as a part time small business, it has grown to be the largest of its kind in the Midwest. Since 1997 the Stepper-ettes have leased space in the Central West Building at 109<sup>th</sup> and Harrison Street in La Vista. The initial space was 3,600 square feet. In 2005 the size was expanded to 5,700 square feet and in 2012 the space was doubled to the current space of 11,400 square feet.

The Stepper-ettes have won numerous competitions at the state and national level, and claimed world championships in 2009, 2012, and 2015 at events held in Europe. They also take part in several parades and other local celebrations each year.

### **STAFF**

Sue Foehlinger started teaching a small group of girls while still in high school. She is the president of the corporation and overall Director of Operations. She also continues with "hands on" instruction at lessons. Bob Foehlinger is vice president of the corporation and handles facilities management and business matters for the team, including travel plans. He also works full time in the insurance business. Key employees are Sue and Bob's daughters. Tami Foehlinger Koel is a full time salaried employee and Assistant Director. Rachel Foehlinger is part time and serves as Director of Dance Teams. In addition the business employees 15-20 young adults and students as part time instructors. The typical instructor might work six to eight hours per week.

### **OCCUPANCY, CURRENT AND PROPOSED NEW BUILDING**

As noted, the facility is utilized for baton twirling and dance instruction. In addition there are occasional special events held at the studio, such as Christmas Holiday performances, competitions, and occasionally the space is rented out for private parties. Nothing much will change in the new building, planned to be located on South 118<sup>th</sup> Street in Harrison Hills, La Vista. The new building will measure 100' by 140' (14,000 square feet) and will stand approximately 26 to 28 feet high.

Lessons are taught Monday through Thursday evenings, 4:00 to 9:00. At the busiest times there may be as many as 125 students and staff on premises, with 60 to 70 cars in the parking lot. Private lessons are taught on weekends, with 10 to 20 people present. Occasional team practices on weekends generally involve 50 to 60 people. Special events may have up to 400 people on premises, including 100 or more school aged performers, with 120 cars present.





April 22, 2016

Jason Thiellen  
E & A Consulting Group  
10909 Mill Valley Road, Suite 100  
Omaha, NE 68154

RE: Conditional Use Permit – Initial Review  
Sue's Stepperettes  
Lot 8, Harrison Hills

Mr. Thiellen:

Thank you for your submittal of the Sue's Stepperettes CUP request to allow for an indoor recreation facility on Lot 8, Harrison Hills. Based on the elements for consideration set forth in Article 6.05 of the Zoning Ordinance, our staff has reviewed the submittal and has provided the following comments:

1. The applicant needs to provide a floor plan to be able to determine occupancy. This assists in the assessment of the minimum parking spaces necessary.
2. In regards to Article 6.05.02, please revise the Operating Statement to identify whether there will be special events with back-to-back scheduling that could result in a significant number of patrons waiting to enter at the same time there is a large number trying to leave the facility. Clarity on this is needed in order to assess whether adequate parking is provided relevant to this item and others under this Article.
3. The applicant needs to provide a statement as the expected number of vehicles entering and exiting the facility during the peak hour of activity and when this hour is expected. This information would be used to determine whether any additional traffic impact analysis is needed.
4. The Operational Statement needs to be modified to clarify the hours of operation for all of the days of the week.
5. The building setbacks depicted on the site plan are incorrect. The frontage along Peel Circle is considered a front yard within the Zoning Ordinance and the setback should be listed at 35 feet. Also, the setback from the common lot line with Lot 16 Harrison Hills should be 30 feet as

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: 402-331-4343  
f: 402-331-4375

Fire  
8110 Park View Blvd.  
p: 402-331-4748  
f: 402-331-0410

Golf Course  
8305 Park View Blvd.  
p: 402-339-9147

Library  
9110 Giles Rd.  
p: 402-537-3900  
f: 402-537-3902

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

Public Buildings & Grounds  
8112 Park View Blvd.  
p: 402-331-4343  
f: 402-331-4375

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)

it is considered a side yard. Please see the attached excerpt out of the Zoning Ordinance for more information.

6. The CUP site plan depicts 793 feet of total frontage along 118<sup>th</sup> Street and Peel Circle. This equates to a total requirement of 20 trees along these frontages as per Section 7.17.03.07 of the Zoning Ordinance. The CUP landscaping plan depicts the placement of 15 trees. The CUP landscaping plan needs to be modified to meet the requirements of the Zoning Ordinance.

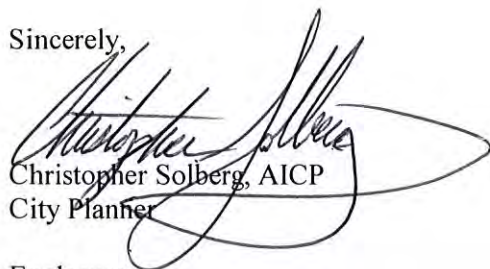
The applicant should be aware that a post-construction storm water management plan will be required. It appears some thought may have been given to this as a detention area is noted on the plan. This will need to address the first half-inch of runoff for water quality and also control the 2-year peak storm water runoff from post-development conditions to equal or less than pre-development conditions.

The applicant should also be aware that no on-street parking will be permitted on the abutting public streets.

Please submit four copies of revised documents by April 28<sup>th</sup> in order to continue to be considered for the May Planning Commission meeting. If you cannot re-submit by this date, or additional changes are required after the next submittal, the application will be considered for the June Planning Commission meeting.

Should you have any questions please contact me at 331-4343.

Sincerely,

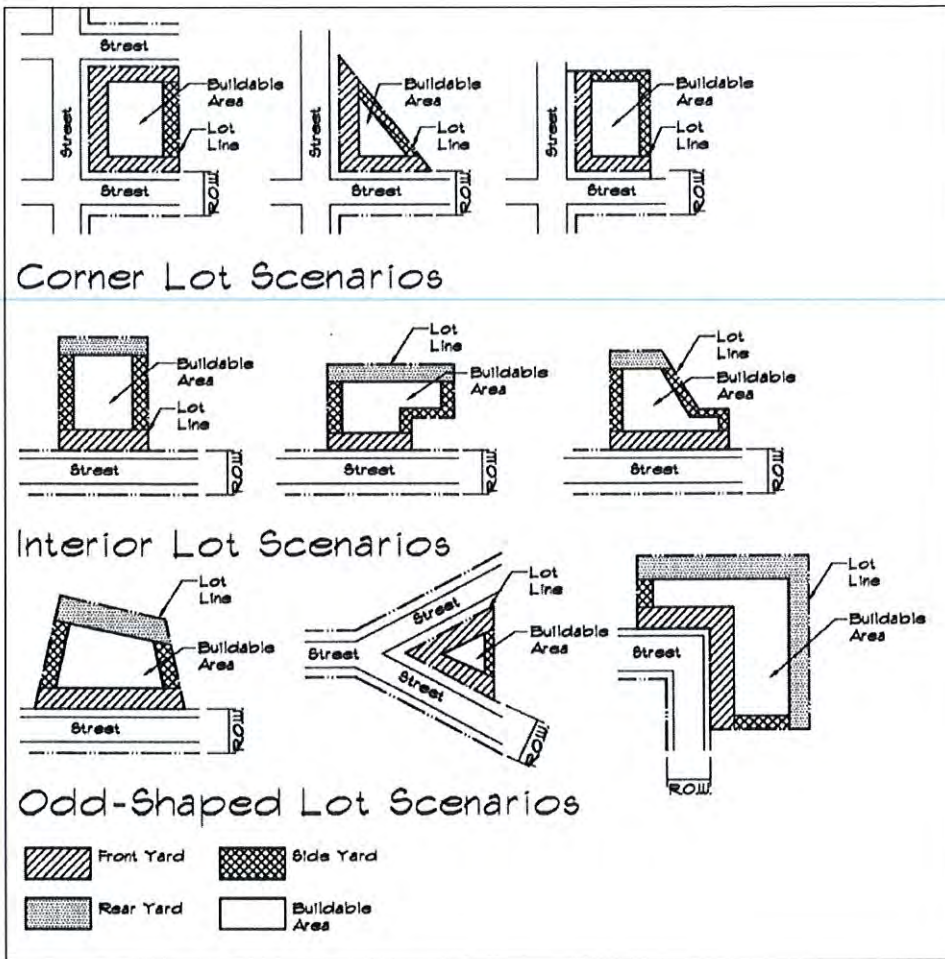


Christopher Solberg, AICP  
City Planner

Enclosure

Cc: Ann Birch, Community Development Director  
John Kottmann, City Engineer  
Jeff Sinnett, Chief Building Official





Example of possible Lot Configurations and Yard Requirement



E & A CONSULTING GROUP, INC.

*Engineering Answers*

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950  
P 402.895.4700 • F 402.895.3599  
www.eacg.com

April 28, 2016

Mr. Chris Solberg  
City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128

Re: Conditional Use Permit Initial Review Response – Harrison Hills Lot 8

Mr. Chris Solberg,

Please find below and attached our response to your initial review comments for the conditional use permit for Lot 8, Harrison Hills.

Comment 1. Please find attached the proposed floor plan as provided by the architect.

Comment 2. The Operating Statement has been revised to detail the typical schedule of special events held throughout the year.

Comment 3. The Operating Statement has been revised to provide the expected number of vehicles entering and exiting the facility during daily peak hours.

Comment 4. The Operating Statement has been revised to clarify the hours of operation each day of the week.

Comment 5. We have revised the building setbacks on the site plan as required by the Zoning Ordinance.

Comment 6. We have revised the landscape plan to include to include 20 trees along the street frontages to meet the requirements of the zoning ordinance.

In advance, thank you for your time and consideration to our application. If you have any questions please feel free to contact me at 402-895-4700.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kyle Haase', is written over a horizontal line.

Kyle Haase  
Planner  
E&A Consulting Group

# **City of La Vista Conditional Use Permit**

## **Conditional Use Permit for Indoor Recreational Facility (Dance Studio)**

This Conditional Use Permit issued this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, Stepper-ette Studios, Inc. ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate an indoor recreational facility upon the following described tract of land within the City of La Vista zoning jurisdiction:

Lot 8, Harrison Hills located in the NW¼, Section 17, Township 14 North, Range 12 East of the 6th P.M. Sarpy County, Nebraska.

WHEREAS, Owner has applied for a conditional use permit for the purpose of locating and operating a indoor recreational facility; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit to the owner for such purposes, subject to certain conditions and agreements as hereinafter provided.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the owner to use the area designated on Exhibit "A" hereto for an indoor recreational facility, said use hereinafter being referred to as "Permitted Use or Use".

### **Conditions of Permit**

The conditions to which the granting of this permit is subject are:

1. The rights granted by this permit are transferable and any variation or breach of any terms hereof shall cause permit to expire and terminate without the prior written consent of the City (amendment to permit) or unless exempted herein.
2. In respect to the proposed Use:
  - a. A site plan showing the property boundaries of the tract of land and easements, proposed structures, parking, access points, and drives shall be provided to the City and attached to the permit as "Exhibit A".
  - b. Hours of operation for said indoor recreational facility will generally be from 4:00 p.m. to 10:00 p.m. Monday through Friday and from 9:00 a.m. to 4 p.m. on Saturday and Sunday.
  - c. There will be approximately 15-30 full and part-time employees.
  - d. The facility is primarily intended to accommodate a youth dance and baton twirling instruction business (Sue's Stepper-ettes). Other similar indoor activities are permitted upon determination by the City.
  - e. Occupancy of the facility is limited to 400 persons based on minimum parking requirements. Additional occupancy will require an amendment to the permit to allow for additional paved parking. No on-street parking will be allowed on Peel Circle or 118<sup>th</sup> Street.
  - f. There shall be no storage, placement or display of goods, supplies or any other material, substance, container or receptacle outside of the indoor recreational facility, except trash receptacles and those approved in writing by the City.
  - g. All trash receptacles, benches and planters shall be placed on property and securely fastened to

- building or concrete.
- h. Owner shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building, fire, and ADA.
  - i. Owner shall comply (and shall ensure that all employees, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the premises at any time comply) with any applicable federal, state and/or local regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
  - j. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the owner, his agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.
3. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:
    - a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
    - b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval.
    - c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at owner's expense within twelve (12) months of cessation of the conditional use.
  4. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as to a permitted use hereunder upon the first of the following to occur:
    - a. Owner's abandonment of the permitted use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
    - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use.
    - c. Owner's breach of any other terms hereof and his failure to correct such breach within ten (10) days of City's giving notice thereof.
  5. If the permitted use is not commenced within one (1) year from \_\_\_\_\_, 2016, this Permit shall be null and void and all rights hereunder shall lapse, without prejudice to owner's right to file for an extension of time pursuant to the La Vista Zoning Ordinance.
  6. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the owner or any third party to exercise said option) cause the same to be removed at owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable) and the owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.
  7. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed

severable, shall not be affected, and shall remain in full force and effect.

### **Miscellaneous**

The conditions and terms of this permit shall be binding upon owner, his successors and assigns.

1. Delay of City to terminate this permit on account of breach of owner of any of the terms hereof shall not constitute a waiver of City's right to terminate, unless it shall have expressly waived said breach and a waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
2. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this permit.
3. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the owner as follows:

**Contact Name and Address:** Bob Foehlinger  
Stepper-ette Studios, Inc.  
10254 "Z" Street  
Omaha, NE 68127

### **Effective Date:**

This permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

THE CITY OF LA VISTA

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

Attest:

\_\_\_\_\_  
Pam Buethe, CMC  
City Clerk

### **CONSENT AND AGREEMENT**

The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required by owner to be performed or discharged.

Owner:

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

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

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

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

---

Notary Public

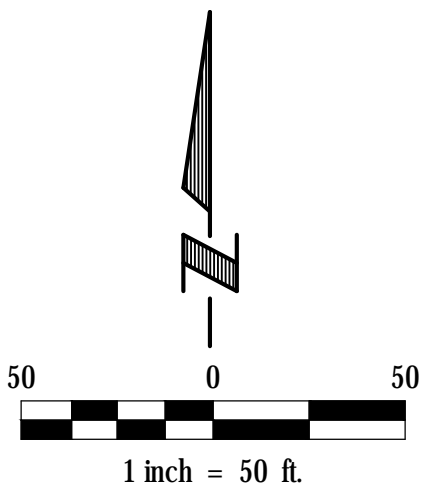
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Notary Public









PLANT SCHEDULE

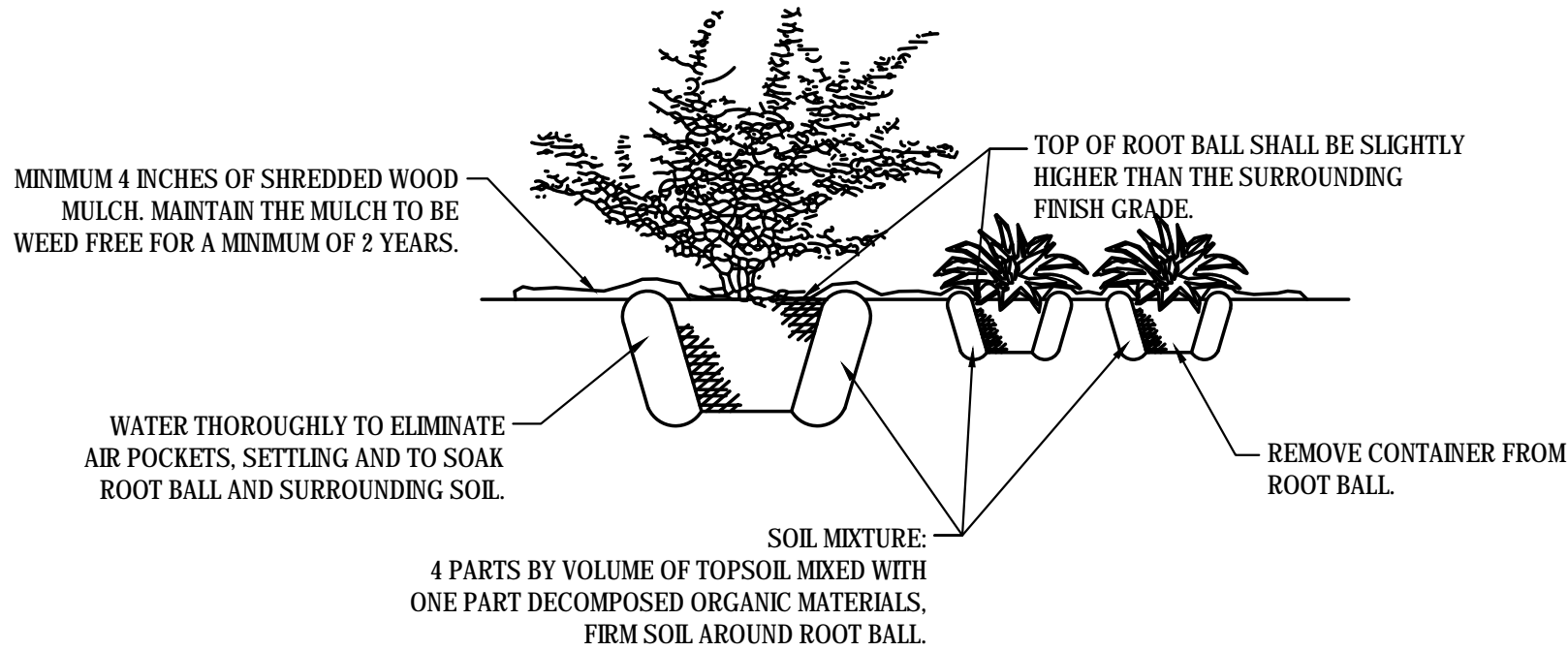
SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	13	Gleditsia triacanthos 'Skyline'	Skyline Honeylocust	2"	B&B
B	7	Acer freemanii 'Jeffersred'	Autumn Blaze Maple	2"	B&B
C	2	Pyrus calleryana 'Chanticleer'	Chanticleer Pear	2"	B&B

LANDSCAPE NOTES:

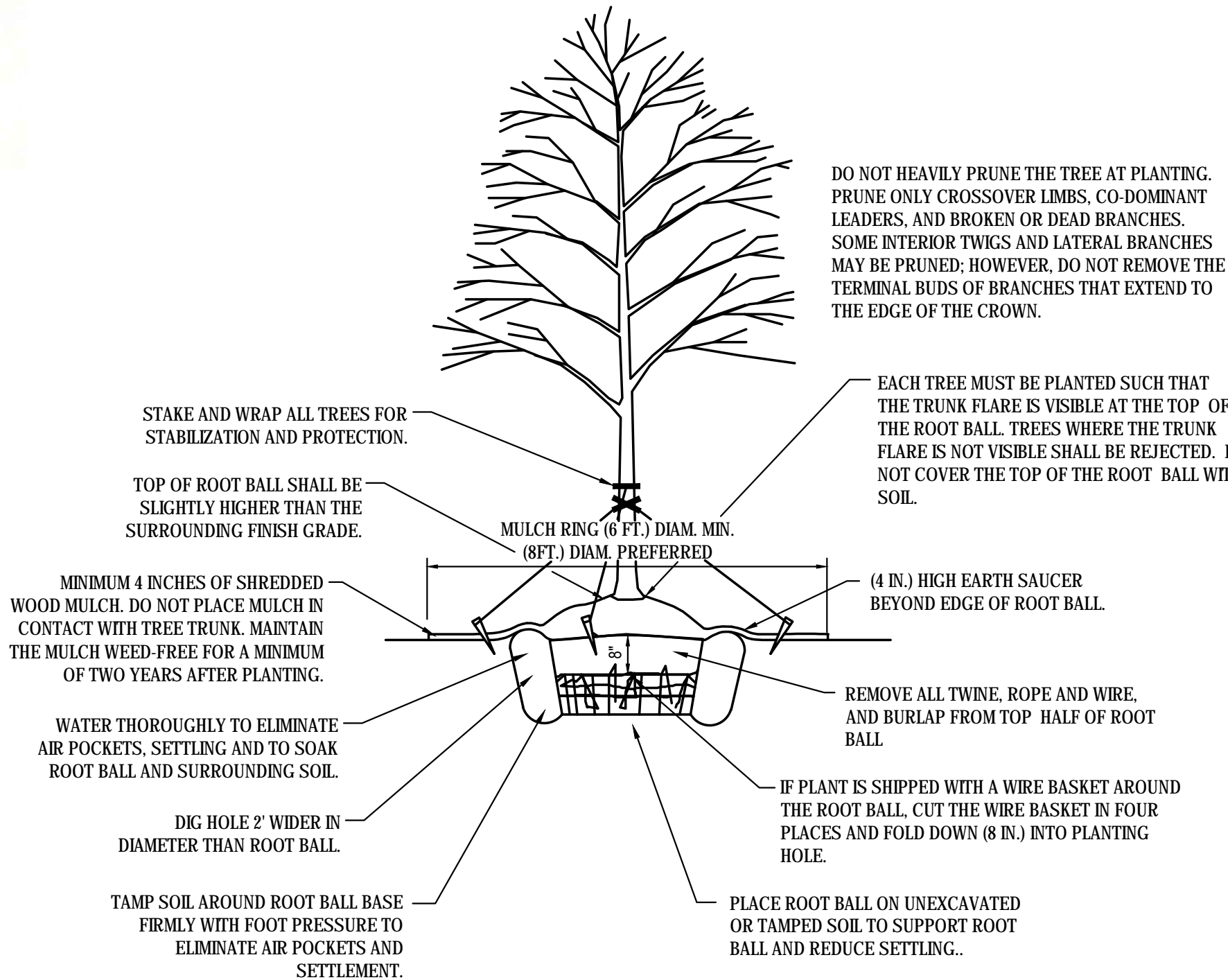
1. Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to the Owner.
2. All plant material shall be of good quality and sizes shall meet required size specifications. Owner reserves the right to substitute plant material type, size and/or quantity.
3. All plants are to be watered in immediately after planting and then watered once a week for a period of two months from time of planting.
4. All plant material shall be guaranteed to be in a live and healthy growing condition for two full growing seasons (trees) and one full growing season (perennials & shrubs) after final project acceptance or shall be replaced free of charge with the same grade and species including labor.
5. Verify all dimensions and conditions prior to starting construction. The location of plant material is critical and shall be installed as indicated on plans. Field adjustments may be necessary based on field conditions (i.e., root ball and drop inlet conflict). All adjustments must be approved by the landscape architect.
6. The Landscape Contractor shall remove all construction debris and materials injurious to plant growth from planting pits and beds prior to backfilling with planting mix. All planting areas shall be free of weeds and debris prior to any work.
7. Provide locally available shredded hardwood mulch on all trees and in all planting beds to a 3-4 inch minimum depth unless otherwise noted. Mulch ring to extend 1'-0" minimum beyond planting pit. Minor site grading to be included if needed.
8. All trees are to be staked for a period of not less than one year from time of planting.
9. Contractor to coordinate work with other amenities contractors.

SEEDING NOTES:

1. Seed to be installed as per City of Omaha specifications. Use the Type A seed in Table 802.06 Seed Application Rates of Part (D) of Section 802.03, which is the Tall Fescue in Table 802.01 Non-irrigated Lawn and Turf Seed of Part (B) of Section 802.02
2. Contractor to coordinate work with other amenities contractors.



SHRUB & PERENNIAL PLANTING DETAIL  
NOT TO SCALE



TREE PLANTING DETAIL - B & B TREE  
NOT TO SCALE



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 19, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPLICATION FOR FINAL PLAT, LOTS 1-7, BRENTWOOD CROSSING, LOTS 8B & 8C, BRENTWOOD CROSSING REPLAT NO. 1, LOTS 8A1, 8A2, 8A3 & 8A4, BRENTWOOD CROSSING REPLAT NO. 2, AND PORTIONS OF TAX LOT 12, 14-14-12 (SE OF 84 <sup>TH</sup> & SUMMER DR.)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A resolution has been prepared to approve the Final Plat for approximately 34.93 acres to be known as La Vista City Centre, generally located southeast of 84<sup>th</sup> Street and Summer Drive.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A resolution has been prepared to approve the application for the Final Plat of proposed Lots 1 – 17 and Outlots A – C, La Vista City Centre, submitted by La Vista City Centre, LLC, on behalf of the property owners, Brentwood Crossing Associates, Brentwood Crossing Associates II, and Brentwood Crossing Associates III, generally located southeast of 84<sup>th</sup> Street and Summer Drive.

The property is currently platted as Brentwood Crossing, site of the former Walmart, Hobby Lobby, Summer Kitchen Café, and various tenant bays. The property also contains lots for First National Bank, Chili's, the former Kinko's/FedEx store, McDonald's, and the former Brentwood Car Wash. Additionally, the replat contains portions of the golf course property abutting the development which are proposed to be sold to the developer. The proposed replatting will allow for the development of a mixed use city center as identified in *A Vision Plan for 84<sup>th</sup> Street*.

A detailed staff report is attached

The Planning Commission held a meeting on June 16, 2016, and unanimously recommended approval of the La Vista City Centre Final Plat, with contingencies, as the request is consistent with the Comprehensive Plan and the Subdivision Regulations.

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 19, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPLICATION FOR FINAL PLAT, LOTS 1-7, BRENTWOOD CROSSING, LOTS 8B & 8C, BRENTWOOD CROSSING REPLAT NO. 1, LOTS 8A1, 8A2, 8A3 & 8A4, BRENTWOOD CROSSING REPLAT NO. 2, AND PORTIONS OF TAX LOT 12, 14-14-12 (SE OF 84 <sup>TH</sup> & SUMMER DR.)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A resolution has been prepared to approve the Final Plat for approximately 34.93 acres to be known as La Vista City Centre, generally located southeast of 84<sup>th</sup> Street and Summer Drive.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A resolution has been prepared to approve the application for the Final Plat of proposed Lots 1 – 17 and Outlots A – C, La Vista City Centre, submitted by La Vista City Centre, LLC, on behalf of the property owners, Brentwood Crossing Associates, Brentwood Crossing Associates II, and Brentwood Crossing Associates III, generally located southeast of 84<sup>th</sup> Street and Summer Drive.

The property is currently platted as Brentwood Crossing, site of the former Walmart, Hobby Lobby, Summer Kitchen Café, and various tenant bays. The property also contains lots for First National Bank, Chili's, the former Kinko's/FedEx store, McDonald's, and the former Brentwood Car Wash. Additionally, the replat contains portions of the golf course property abutting the development which are proposed to be sold to the developer. The proposed replatting will allow for the development of a mixed use city center as identified in *A Vision Plan for 84<sup>th</sup> Street*.

A detailed staff report is attached

The Planning Commission held a meeting on June 16, 2016, and unanimously recommended approval of the La Vista City Centre Final Plat, with contingencies, as the request is consistent with the Comprehensive Plan and the Subdivision Regulations.

**RESOLUTION NO. 16 - \_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE FINAL PLAT FOR LOTS 1 THRU 7, BRENTWOOD CROSSING, LOTS 8B & 8C, BRENTWOOD CROSSING REPLAT NO.1, LOTS 8A1, 8A2, 8A3 & 8A4, BRENTWOOD CROSSING REPLAT NO. 2, AND PORTIONS OF TAX LOT 12, 14-14-12, TO BE REPLATTED AS LOTS 1 THRU 17 AND OUTLOTS A THRU C, LA VISTA CITY CENTRE, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, La Vista City Centre LLC, on behalf of the owners of the above described piece of property, have made application for approval of a final plat for Lots 1 thru 7, Brentwood Crossing, Lots 8B and 8C, Brentwood Crossing Replat No. 1, Lots 8A1, 8A2, 8A3 and 8A4, Brentwood Crossing Replat No. 2, and portions of Tax Lot 12, 14-14-12; and

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

WHEREAS, on June 16, 2016, the La Vista Planning Commission reviewed the final plat and recommended approval subject to the following conditions:

1. Approval of the waiver of Section 4.24 of the Subdivision Regulations;
2. City Council approval of the conditional rezoning; and
3. All items noted in the staff report under Review Comments.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the final plat for Lots 1 thru 7, Brentwood Crossing, Lots 8B & 8C, Brentwood Crossing Replat No. 1, Lots 8A1, 8A2, 8A3 and 8A4, Brentwood Crossing Replat No. 2, and portions of Tax Lot 12, 14-14-12, to be replatted as Lots 1 thru 17 and Outlots A thru C, La Vista City Centre, a subdivision located in the southwest quarter of Section 14, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located southeast of 84<sup>th</sup> Street and Summer Drive, be, and hereby is, approved, subject to completion of all items noted in the staff report under Review Comments.

PASSED AND APPROVED THIS 19<sup>TH</sup> DAY OF JULY, 2016.

CITY OF LA VISTA

ATTEST:

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

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



CITY OF LA VISTA  
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: 2016-SUB-05

FOR HEARING OF: July 19, 2016  
Report Prepared on: July 12, 2016

I. **GENERAL INFORMATION**

A. **APPLICANT:**

La Vista City Centre LLC  
P.O. Box 428  
Boys Town, NE 68010

B. **PROPERTY OWNERS:**

Lots 2-7 Brentwood Crossing, 8A1, 8A3 Brentwood Crossing  
Replat No 2:

Brentwood Crossing Associates  
211 North Stadium Blvd, Ste 201  
Columbia, MO 65203

Lot 1 Brentwood Crossing:  
Brentwood Crossing Associates II  
211 North Stadium Blvd, Ste 201  
Columbia, MO 65203

Lots 8B and 8C Brentwood Crossing Replat No 1; Lots 8A2, 8A4  
Brentwood Crossing Replat No 2:  
Brentwood Crossing Associates III  
211 North Stadium Blvd, Ste 201  
Columbia, MO 65203

Portions of Tax Lot 12 14-14-12:  
City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128

C. **LOCATION:** Southeast of the intersection of 84<sup>th</sup> Street and  
Summer Drive.

D. **LEGAL DESCRIPTION:** Lots 1-7 Brentwood Crossing, Lots 8B,  
and 8C Brentwood Crossing Replat No 1, Lots 8A1, 8A2, 8A3, and  
8A4 Brentwood Crossing Replat No 2, and portions of Tax Lot 12  
14-14-12

E. **REQUESTED ACTION(S):** Final Plat for proposed Lots 1-17 and  
Outlots A-C of La Vista City Centre.

F. **EXISTING ZONING AND LAND USE:**  
C-1 Shopping Center Commercial with a Gateway Corridor Overlay

(Overlay District); various commercial uses. (proposed to be rezoned to MU-CC, Mixed Use City Centre District).

**G. PURPOSE OF REQUEST:**

1. Replat 13 lots listed in the request into 17 lots and 3 outlots for the purpose of redevelopment.
2. Waiver of Section 4.24 of the Subdivision Regulations regarding minimum centerline radius of a local street, from 200 feet to 100 feet.

**H. SIZE OF SITE: 34.93 Acres**

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:** The property is the former site of the Brentwood Crossing shopping center. Most of the buildings are vacant. The main strip building and much of the parking is in poor condition. The land is generally flat with a gradual downward slope generally east and west of the high point of the Brentwood Drive entrance.

**B. GENERAL NEIGHBORHOOD/AREA ZONING AND LAND USES:**

1. **North:** La Vista Fall Golf Course, R-1 Single-Family Residential with a Gateway Corridor Overlay (Overlay District); Public Golf Course
2. **East:** Briarwood Subdivision and La Vista Junior High; R-1 Single-Family Residential; Single-Family Dwellings and Public School
3. **South:** Witham Place; C-1 Shopping Center Commercial District with a Gateway Corridor Overlay (Overlay District); Various Commercial uses.
4. **West:** Brentwood Square and Brentwood Plaza; C-1 Shopping Center Commercial District with a Gateway Corridor Overlay (Overlay District); Various Commercial uses.

**C. RELEVANT CASE HISTORY:**

1. The request to conditionally rezone the property to the MU-CC Mixed Use City Centre District was recommended for approval by the Planning Commission on June 2, 2016. City Council consideration of this request is scheduled for the July 19, 2016 City Council meeting.
2. The Preliminary Plat for La Vista City Centre was recommended for approval by the Planning Commission on June 2, 2016. The approval was contingent on the waiver of Section 4.24 of the Subdivision Regulations. The waiver was also recommended for approval by the Planning Commission on the aforementioned date. City Council consideration of these requests is scheduled for the July 19, 2016 City Council meeting.

**D. APPLICABLE REGULATIONS:**

1. Section 5.19 of the Zoning Regulations – MU-CC Mixed Use City Centre District
2. Section 3.05 of the Subdivision Regulations – Final Plats

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates the area for commercial uses.

**B. OTHER PLANS:** This site was identified in *A Vision Plan for 84<sup>th</sup> Street* as a mixed use city center. This site has also been designated as blighted and substandard and in need of redevelopment, and identified as the initial redevelopment project in the *84<sup>th</sup> Street Redevelopment Plan*.

**C. TRAFFIC AND ACCESS:**

1. Existing access points are at 84<sup>th</sup> Street and Summer Drive, 84<sup>th</sup> Street and Brentwood Drive, and 83<sup>rd</sup> Avenue. The preliminary plat proposes to move the intersection of 84<sup>th</sup> Street and Summer Drive approximately 275 feet south of its current location. This plat also proposes a new right-in/right-out access between the relocated Summer Drive intersection and Brentwood Drive. A total of four vehicular access points will be available, including the private 83<sup>rd</sup> Avenue.

All existing sidewalk connections will remain. Additional sidewalk connections into the proposed park and to Marisu Lane are proposed.

2. As 84<sup>th</sup> Street is a state highway each new access point along the street needs approval from the Nebraska Department of Roads. The applicant has submitted a copy of their draft plan set to NDOR and has received approval for the access points along the western edge of the development. A copy of this letter, dated May 3, 2016 has been attached for review.
3. The City Engineer has reviewed a traffic study that was performed by Olsson Associates for the applicant. This study was also reviewed by the NDOR. The traffic study indicates that the additional right-in/right-out access point and the relocation of Summer Drive will not significantly affect traffic operations for through movements on 84th Street. The NDOR has indicated that with increased development and traffic growth, signal timings on 84th Street will be adjusted to maintain acceptable conditions on 84th Street during peak hours, but there may be delays on the side streets trying to enter onto 84th Street. This is not unusual as there is emphasis on keeping State Highways at a higher level of service than local streets. The study has



identified that the intersection of 84th and Harrison is expected to experience high levels of delay in 2040. This is not the result of the City Centre project, although it is a contributor. The solutions identified in the report are to add additional through lanes on either Harrison Street or 84th Street, however, that is not the responsibility of this project and may not be feasible given right-of-way constraints.

**D. UTILITIES:**

1. The properties have access to water, sanitary sewer, gas, power and communication utilities.

**IV. REVIEW COMMENTS:**

1. There will need to be an exchange of deeds as part of the subdivision or redevelopment agreements and that process would need to be completed prior to the Final Plat being recorded.
2. A staking bond will be required in the amount of \$150 per lot prior to recording the plat. (Article 3.05.19)
3. An acceptable subdivision agreement will be required prior to recording of the Final Plat.
4. Existing easements will need to be released. The replatting process does not extinguish existing easement rights. The release of these easements needs to be completed prior to the recording of the Final Plat.
5. Illustrate new easements as indicated on the preliminary plat. The related easement documents will need to be prepared and approved ready for recording at the time the Final Plat is signed by the City. If there are to be blanket cross easements for parking, and vehicular and pedestrian ingress-egress these should be noted on the plat.
6. Lots 1 through 8, inclusive and Lot 11 shall not have direct vehicular access onto 84th Street, which shall be noted on the Final Plat.
7. A revised conceptual Post Construction Storm Water Management plan for addressing water quality was submitted. Discussions with the School District have commenced to explore shared storm water management facilities as well as other aspects such as grading and future street patterns. The design of infrastructure will need to take into account the results of those discussions.
8. The applicant has submitted a request to waive Section 4.24 of the Subdivision Regulations to reduce the minimum horizontal centerline radii for local streets from 200 feet to 100 feet. This waiver request was recommended for approval by the Planning



Commission on June 2, 2016 and submitted to City Council for consideration on July 19, 2016.

**VI. STAFF RECOMMENDATION – Final Plat:**

Approval of La Vista City Centre Final Plat as the request is consistent with the Comprehensive Plan and the Subdivision Regulations, contingent on the following:

1. City Council approval of the waiver of Section 4.24 of the Subdivision Regulations regarding minimum horizontal centerline radii for local streets from 200 feet to 100 feet;
2. City Council approval of the conditional rezoning; and
3. All items noted above under Review Comments.

**VII. PLANNING COMMISSION RECOMMENDATION – Final Plat:**

The Planning Commission met on June 16, 2016 and unanimously recommended approval of the La Vista City Centre Final Plat, as the request is consistent with the Comprehensive Plan and the Subdivision Regulations, contingent on the following:

1. City Council approval of the waiver of Section 4.24 of the Subdivision Regulations regarding minimum horizontal centerline radii for local streets from 200 feet to 100 feet;
2. City Council approval of the conditional rezoning; and
3. All items noted above under Review Comments.

**VIII. ATTACHMENTS TO REPORT:**

1. Vicinity Map
2. Staff Review Letter and Applicant Response Letter
3. NDOR Access Control Revision Letter
4. Final Plat Map

**IV. COPIES OF REPORT SENT TO:**

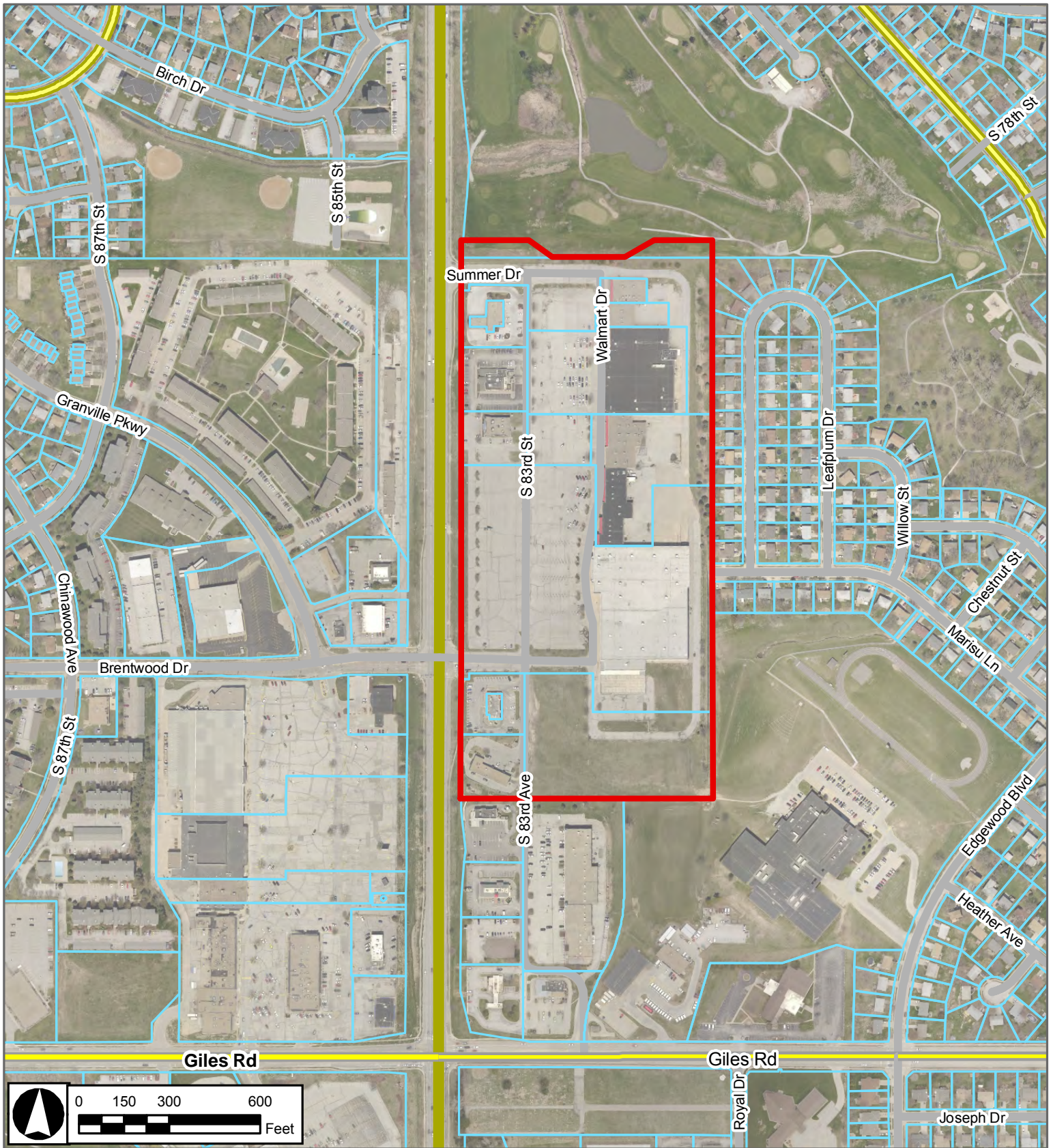
1. Eric Galley, Olsson Associates Inc.
2. Chris Erickson, La Vista City Centre, LLC
3. Public Upon Request

Prepared by:

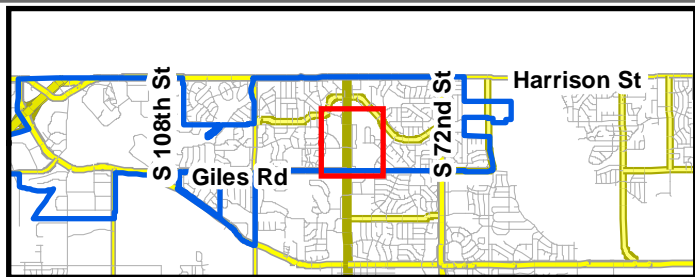
  
Community Development Director

7-12-16  
Date





**Project Vicinity Map**



**Final Plat**  
**La Vista City Centre**

06-08-2016  
CAS







May 16, 2016

Eric Galley  
Olsson Associates  
2111 S 67<sup>th</sup> Street, Suite 200  
Omaha, NE 68106

RE: Final Plat – Initial Review  
La Vista City Centre

Mr. Galley,

We have reviewed the documents submitted for the above-referenced application. Based on the elements for consideration set forth in the applicable section of the Subdivision Regulations for the Final Plat the City has the following comments:

Subdivision Regulation Items:

1. Remove the notations about "Land Swaps" from the final plat. These areas need to be incorporated into proposed Lots 11, 12, and 14. The boundary of Lot 11 in the "swap area" needs to follow the existing right of way line of 84<sup>th</sup> Street. Revise the street names per instructions to be provided by the Community Development staff with approval from Sarpy County. (Article 3.05.03)
2. A few internal angles are missing on the final plat and will need to be added. (Article 3.05.07)
3. The Owner's Certification needs to have the name of the owner inserted in the first line. Please identify if there will be mortgage holders needing to sign the plat or not. The Owner's Certification needs to include dedication of easements to utility companies per Section 4.17 of the Subdivision Regulations or else include an acceptable alternative. (Article 3.05.11)
4. Insert the boundary description in the Surveyor's Certification. (Article 3.05.15)
5. In the Surveyor's Certification delete the words "or have been set" as lot corners will have to be set after infrastructure reconstruction. A staking bond will be required in the amount of \$150 per lot prior to recording the plat. (Article 3.05.19)
6. Financial data for all public improvements needs to be provided. These need to be itemized including all soft costs. (Article 3.05.24)
7. An acceptable subdivision agreement will be required prior to City Council action. (Article 3.05.24)

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: 402-331-4343  
f: 402-331-4375

Fire  
8110 Park View Blvd.  
p: 402-331-4748  
f: 402-331-0410

Golf Course  
8305 Park View Blvd.  
p: 402-339-9147

Library  
9110 Giles Rd.  
p: 402-537-3900  
f: 402-537-3902

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

Public Buildings & Grounds  
8112 Park View Blvd.  
p: 402-331-4343  
f: 402-331-4375

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)

8. Waivers for centerline street radii and any other necessary waivers identified by Community Development staff and/or the applicant will need to be approved as part of the plat approval. (Article 3.05.26)

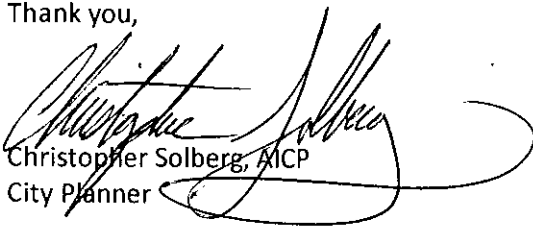
Other Recommendations:

9. Existing easements will need to be released. The replatting process does not extinguish existing easement rights.
10. Illustrate new easements as indicated on the preliminary plat. The related easement documents will need to be prepared and approved ready for recording at the time the final plat is signed by the City. If there are to be blanket cross easements for parking, and vehicular and pedestrian ingress-egress these should be noted on the plat.
11. There needs to be a notation indicating the Lots 1 through 8, inclusive and Lot 11 shall not have direct vehicular access onto 84<sup>th</sup> Street.
12. The vicinity map does not need to be on the final plat.
13. The final plat should be sent to Todd Wicken, Property Management Supervisor at the Nebraska Department of Roads.

Please submit 4 full size copies (along with electronic copies) of the revised documents for final review by May 24, 2016 to ensure that the Final Plat remains on the June 16, 2016 Planning Commission agenda.

If you have any questions regarding these comments please feel free to contact me at any time.

Thank you,



Christopher Solberg, AICP  
City Planner

cc: Ann Birch, Community Development Director  
John Kottmann, City Engineer

May 25, 2016

Christopher Solberg  
City of La Vista  
8116 Park View Blvd  
La Vista, NE 68128

Re: Final Plat – Initial Review La Vista City Centre

Dear Mr. Solberg,

Please find enclosed a resubmittal of the Final Plat which incorporates the revisions requested through the Staff Report dated May 16, 2016.

Submittal documents are as follows:

- Revised Final Plat Plans (4 copies)

Below you will find comment responses to the staff report.

1. Remove the notations about "Land Swaps" from the final plat. These areas need to be incorporated into proposed Lots 11, 12, and 14. The boundary of Lot 11 in the "swap area" needs to follow the existing right of way line of 84<sup>th</sup> Street. Revise the street names per instructions to be provided by the Community Development staff with approval from Sarpy County. (Article 3.05.03)

Response: Former "Land Swaps" have been incorporated into Lots 11, 12, and 14. Street names have been revised.

2. A few internal angles are missing on the final plat and will need to be added. (Article 3.05.07)

Response: Missing angles have been added. See Note #1 regarding 90° angles.

3. The Owner's Certification needs to have the name of the owner inserted in the first line. Please identify if there will be mortgage holders needing to sign the plat or not. The Owner's Certification needs to include dedication of easements to utility companies per Section 4.17 of the Subdivision Regulations or else include an acceptable alternative. (Article 3.05.11)

Response: Owner's name has been added, as well as easement dedications. No mortgage holders have been identified.

4. Insert the boundary description in the Surveyor's Certification. (Article 3.05.15)

Response: Legal boundary description has been added.

5. In the Surveyor's Certification delete the words "or have been set" as lot corners will have to be set after infrastructure reconstruction. A staking bond will be required in the amount of \$150 per lot prior to recording the plat. (Article 3.05.19)

Response: "Or have been set" language has been removed.

6. Financial data for all public improvements needs to be provided. These need to be itemized including all soft costs. (Article 3.05.24)

Response: An Engineer's Opinion of Cost has been prepared and included.

7. An acceptable subdivision agreement will be required prior to City Council action. (Article 3.05.24)

Response: A subdivision agreement will be submitted prior to the needed City Council action.

8. Waivers for centerline street radii and any other necessary waivers identified by Community Development staff and/or the applicant will need to be approved as part of the plat approval. (Article 3.05.26)

Response: Waiver requests have been submitted.

9. Existing easements will need to be released. The replatting process does not extinguish existing easement rights.

Response: Existing easements will be released accordingly.

10. Illustrate new easements as indicated on the preliminary plat. The related easement documents will need to be prepared and approved ready for recording at the time the final plat is signed by the City. If there are to be blanket cross easements for parking, and vehicular and pedestrian ingress-egress these should be noted on the plat.

Response: Proposed easement exhibits have been prepared and will be submitted prior to Final Plat approval.

11. There needs to be a notation indicating the Lots 1 through 8, inclusive and Lot 11 shall not have direct vehicular access onto 84<sup>th</sup> Street.

Response: Note has been added.

12. The vicinity map does not need to be on the final plat.

Response: Vicinity map has been removed.

13. The final plat should be sent to Todd Wicken, Property Management Supervisor at the Nebraska Department of Roads.

Response: The approved Final Plat will be sent to Todd Wicken.

Thank you for your consideration. If you have any questions, please contact me at 402-341-1116.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Eric Galley', with a stylized, cursive script.

Eric Galley, PE

*F:\2016\0501-1000\016-0546\20-Management\Approvals\Entitlements\Preliminary Plat\16-04-25\_Resubmittal\16-04-25\_LDVP\_PC Staff Report Comment Response Ltr.doc*



Pete Ricketts  
Governor

## STATE OF NEBRASKA

### DEPARTMENT OF ROADS

Kyle Schneweis, P.E., Director

1500 Highway 2 • PO Box 94759 • Lincoln NE 68509-4759  
Phone (402) 471-4567 • FAX (402) 479-4325 • [www.roads.nebraska.gov](http://www.roads.nebraska.gov)

May 3, 2016

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

RE: Proposed Access Control Revision on Highway 85

Dear Mr. Kottman :

The Nebraska Department of Roads (NDOR) has reviewed the City of LaVista's permit application and corresponding Traffic Impact Study for the Town Center development along highway N-85 (84<sup>th</sup> Street) between Brentwood Drive and Summer Drive. The two requests from the City were to relocate the existing Summer Drive approximately 250' south of the current location, as well as adding a new Right-In/Right-Out (RI/RO) drive approximately 515' north of the existing Brentwood Drive. This RI/RO location will serve the property on the east side of N-85 (84<sup>th</sup> Street). The new Summer Drive location will only serve the development on the east side of N-85 (84<sup>th</sup> Street); if the City chooses to connect to the west side of N-85 at Summer Drive in the future, a separate permit application will be required.

The state highway mainline progression during peak hours with modifications to the signal timings, will allow for overall acceptable results, but may result in greater delays on the minor approaches. The results of the study were discussed with the City. The upcoming "84<sup>th</sup> St ASCT, HSIP-5023(18), CN 22695" project will also benefit the highway travel times along this state highway corridor.

Based on our review, NDOR approves of the new access points as proposed by the City, with the understanding that NDOR will receive the final Traffic Impact Study with our comments addressed. Also NDOR should receive all recorded plats, plan details, geometrics, pavement type, erosion control and drainage, at the appropriate time for NDOR review and approval.

If you have any additional questions or need any additional information, please let me know at 402 479-4770.

Sincerely,

Todd Wicken

Property Management Supervisor

Cc: Tim Weander

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 19, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PURCHASE METAL LATHE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of one (1) Enco 1236VUE Metal Lathe from MSC Industrial Direct for an amount not to exceed \$5,585.38.

**FISCAL IMPACT**

The FY16 Streets Operating Budget provides \$7,000 in funding for the proposed purchase.

**RECOMMENDATION**

Approval

**BACKGROUND**

The Public Works shop currently does not have a metal lathe. When specialized pins or shafts for equipment is required we have to go to the City of Ralston and borrow their lathe or have a machine shop do the work, which in many cases takes 1-2 weeks. There are numerous time during a snow events that a pin on a snow plow is sheared off or damaged and we do not possess the right size pin for making the repair and getting the truck back on the road. The lathe also allows staff to make shafts or cut odd threads when required. Some of the equipment no longer has replacement parts available, the lathe will enable staff to make obsolete parts or save from having to purchase parts at highly inflated prices. Shop Foreman Ray Crane received three quotes for the lathe and recommends MSC Industrial Direct as the low compliant bidder.

- MSC Industrial Direct               \$5,585.38
- Grainger                               \$9,473.00
- Baileigh Industrial               \$6,095.00



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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) ENCO 1236VUE METAL LATHE FROM MSC INDUSTRIAL DIRECT FOR AN AMOUNT NOT TO EXCEED \$5,585.38.**

**WHEREAS, the City Council of the City of La Vista has determined that the purchase of a metal lathe for the Streets Division is necessary, and**

**WHEREAS, the FY 16 Street Operating Budget provides funding for the proposed purchase, and**

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

**NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of one (1) Enco 1236VUE Metal Lathe from MSC Industrial Direct for an amount not to exceed \$5,585.38.**

**PASSED AND APPROVED THIS 19TH DAY OF JULY, 2016.**

**CITY OF LA VISTA**

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

**ATTEST:**

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



Save up to 25% on orders over \$199, up to 30% on orders over \$279 and up to 35% on orders over \$379. ENTER CODE: ALL25H OR ALL30H OR ALL35H CLICK TO APPLY ► **PROMO APPLIED**

## Shopping Cart

Current Shipping Address: LAVISTA PUBLIC WORKS DEPT is tax-exempt ([edit](#))

[CONTINUE SHOPPING](#)
[UPDATE CART](#)
[SECURE CHECKOUT](#)

All Items 5

Errors

Confirmations

## 5 ITEMS IN CART:

## QUANTITY:

## LIST PRICE:

## YOUR PRICE:

## SAVINGS:

## ITEM TOTAL:

Image Not  
Available

1 Qty

\$5,885.00 ea.

\$4,692.00 ea.

(\$1,173.00)

\$4,692.00

X  
Delete  
this  
item

[Item #76316280](#)
[Add to List](#)

Bench, Engine & Toolroom Lathes | Machine Type: Bench Lathe | Spindle  
Speed Control: Geared Head | Phase: 1 | Voltage: 110/220 | Horsepower  
(HP): 1-1/2 | Swing (Inch): 12

STOCK STATUS: In Stock

ITEM NOTES:

TAX EXEMPT: ☒ Yes ☐ No

Routing  
Note:



1 Qty

\$209.41 ea.

\$157.06 ea.

(\$52.35)

\$157.06

X  
Delete  
this  
item

[Item #78641081](#)
[Add to List](#)

Your order will include (1) 5 Piece Set

Indexable Insert Tool Bit Sets | Shank Square Size (Inch): 1/2 | Insert  
Inscribed Circle (Inch): 3/8 | Insert Inscribed Circle (Decimal Inch): 0.3750  
| Toolholder Style: AL; AR; BL; BR; E | Overall Length (Inch): 3-1/2 |  
Insert Style Compatibility: TT

STOCK STATUS: In Stock

TAX EXEMPT: ☒ Yes ☐ No

Routing  
Note:



1 Qty

\$213.55 ea.

\$160.16 ea.

(\$53.39)

\$160.16

X  
Delete  
this  
item

[Item #73547945](#)
[Add to List](#)

3MT, 1/2 Inch Max Capacity, Integral Shank Drill Chuck -- Keyless, Taper  
Shank

5 ITEMS IN CART:

QUANTITY: LIST PRICE: YOUR PRICE: SAVINGS: ITEM TOTAL:  
 STOCK STATUS: In Stock  
 TAX EXEMPT: ☒ Yes ☐ No

Routing  
 Note:



Item #40804134

[Add to List](#)

1 Qty	\$277.20 ea.	\$243.94 ea.	(\$33.26)	\$243.94	X Delete this item
-------	--------------	--------------	-----------	----------	-----------------------------

3MT Taper Shank, 1-3/4 Inch Head Diameter 1,110 Lbs. Capacity Live Center - 1-11/16 Inch Long Case, 7/8 Inch Point Diameter, 1-3/4 Inch Point length, 0.0001 Inch Accuracy, 6-7/8 Inch Overall Length, 3/8 Inch Tip Diameter, Long Point

STOCK STATUS: In Stock  
 TAX EXEMPT: ☒ Yes ☐ No

Routing  
 Note:



Item #09043936

[Add to List](#)

1 Qty	\$442.96 ea.	\$332.22 ea.	(\$110.74)	\$332.22	X Delete this item
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Your order will include (1) 6 Piece Set

Series AXA for 9 to 12 Inch Lathe Swing, 6 Piece, Tool Post and Holder Set - Includes Style 1 Holder; Style 10 Holder; Style 2 Holder; Style 4 Holder; Style 7 Holder; Tool Post

STOCK STATUS: In Stock  
 TAX EXEMPT: ☒ Yes ☐ No

Routing  
 Note:

### Add a Promo Code and Save!

CLICK TO APPLY TODAY'S PROMO ►

APPLY CODE

Promotions

Applied:

NEW25 - UP TO 25% ON YOUR NEXT TWO WEB ORDERS FOR AUTO-REGISTERING ON MSCDIRECT.COMx




Item Total: \$7,006.12  
 Savings: \$1,422.74  
 Sub Total: \$5,583.38  
 Shipping and tax determined during checkout.

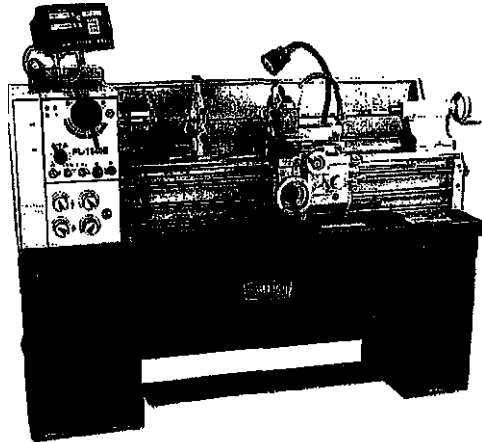
[CONTINUE SHOPPING](#)

[UPDATE CART](#)

[SECURE CHECKOUT](#)

**CART**

Item	Quantity	Total Price	Item Availability
 <b>OPTIMUM</b> Lathe WDRO, 13x40, 2HP, 1Phase Item #5RAK1 Your Price: \$8,328.00	1	\$8,328.00	Ships within 5 business days from supplier
 <b>ROYAL PRODUCTS</b> HSS Live Center, 3 MT, CNC Point Item #41LJ93 Your Price: \$546.50	1	\$546.50	Ships within 3 business days from supplier
 <b>DORIAN</b> Tool Post & Holder Set, 5 PC, AXA Series Item #3CXZ1 Your Price: \$598.50	1	\$598.50	Ships within 19 business days from supplier

[HOME](#) / [METALWORKING](#) / [DRILLS, MILLS & LATHES](#) / [METAL LATHES](#) / [BAILEIGH METAL LATHE PL-1340E](#)

## BAILEIGH METAL LATHE PL-1340E

SKU: 1006077 IN STOCK

**\$6,095.00**

1

[ADD TO CART](#)[REQUEST A QUOTE](#)[+ Add to My Baileigh List](#)

Leasing starts at \$141. Calculate your monthly lease price

[Questions? 1-844-477-7707](#)[PRINT](#)[SHARE](#)

### DESCRIPTION

Baileigh Industrial's **PL-1340E metal working lathe** offers the perfect solution for small to medium sized machine shops as well as schools that are looking to upgrade outdated equipment without using up their budget. As with all Baileigh Industrial gear head metal lathes, the PL-1340E comes standard with precision ground and hardened ways offering years of tight

[Read More](#)

### SPECIFICATIONS

Item Number	PL-1340E
Sleeve Travel	4.5"

### RECENTLY VIEWED PRODUCTS



**BAILEIGH METAL  
LATHE PL-1340E**  
\$6,095.00



**MILLING MACHINE VM-  
936E-1**  
\$6,195.00

ITEM R

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 19, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
DISPOSAL OF SURPLUS EQUIPMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared authorizing the disposal of 55 pieces of surplus equipment and vehicles located at the Public Works Facility.

**FISCAL IMPACT**

Items will be auctioned off through Big Iron Auctions.

**RECOMMENDATION**

Approval

**BACKGROUND**

A detailed list of the disposal items is attached. Items will be auctioned off through Big Iron Auctions via an online bidding system. Items which do not sell in the auction will be sent to a metal recycler. The items being disposed of are no longer used or damaged beyond repair. Items came from the following divisions: Streets, Parks, Sewer, Golf Course, Police Department and Fire Department. Proceeds from the auction and recycling will go back into the general fund.

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

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

**WHEREAS,** City Staff has recognized 55 pieces of equipment and vehicles located at the Public Works Facility to be surplus; and

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

**NOW, THEREFORE BE IT RESOLVED,** by the Mayor and City Council that 55 pieces of equipment and vehicles located at the Public Works Facility be declared surplus property and sold.

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

**PASSED AND APPROVED THIS 19TH DAY OF JULY, 2016**

**CITY OF LA VISTA**

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

**ATTEST:**

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

## Equipment Ready for Disposal Parks

[illegible]



### Equipment Ready for Disposal Streets

Equip. Number	Make	Type	Year	Model
1112	Chevy	Pick Up	89	1/2 Ton 2WD
1123	Ford	Dump Truck	86	Tandem
1124A	Baker	Plow		10 Ft
1129	Ford	Pumper Truck	70	
1139	International	Boom Truck	86	51700-1754
1140	Johnston	Street Sweeper	01	M3JHFS
1185	Crafco	Tar Wagon	95	
3347	Sullair	Air Compressor	83	185GPO
3304	Chevy	Astro Van	86	
3314	Ford	Crown Vic	01	Black/White Hupp
3315	Ford	Crown Vic	01	Black/White
1104	Ford	Crown Vic	95	White
502	Chevy	Astro Van	93	Hupp
533	Dodge	Intrepid	03	
536	Ford	Taurus	99	
545	Dodge	Charger	03	
539	Dodge	Charger	06	
665	Ford	Crown Vic	00	Black Hupp
420	Ford	Pick Up	90	1/2 Ranger
1134	John Deere	Back Hoe	87	410C
7745	Smithco	Super Rake		13-300
1135	Dresser	Motor Grader	88	AS00E
1184	Chausse	Asphalt Hot Box	93	PMH4
3313	Ford	Crown Vic	95	
523	Ford	Crown Vic	98	
1168	Homemade	Barricade Trailer	85	
1181	Crafco	Tar Wagon		BC 220
1170	Gov't Surplus	Utility Trailer	92	
522	Ford	Taurus	97	
524	Ford	Taurus	99	
1115	Ford	F 150	96	
2213	GMC	1500	94	
558	Chevy	Mailbu	06	
535	Dodge	Intrepid	04	

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 19, 2016 AGENDA**

Subject:	Type:	Submitted By:
PROCURE AND PURCHASE PROFESSIONAL SERVICES	◆ RESOLUTION ORDINANCES RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

A resolution has been prepared for professional services.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Affiliated entities of John Q. Hammons recently filed for bankruptcy protection and reorganization in Kansas. Scott Goldstein, a member of the Spencer Fane law firm in Kansas City, Missouri, is admitted in Kansas bankruptcy court. In addition John P. Mullen, a member of the John P. Mullen, PC, LLO, law firm, would assist the City with special projects from time to time.

RESOLUTION NO. \_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA,  
NEBRASKA FOR PROCUREMENT AND PURCHASE OF PROFESSIONAL SERVICES

WHEREAS, the City desires to ratify and approve the procurement and purchase of professional services.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby ratify and approve the procurement and purchase of professional services as follows:

1. Scott Goldstein, as bankruptcy counsel and member of the Spencer Fane, LLP law firm, Kansas City, MO, to represent the City in the bankruptcy actions filed by affiliated entities of John Q. Hammons, as specified or approved from time to time by the Mayor, City Council, City Administrator or his, their, or her designee.
2. John Mullen, as member of the John P. Mullen, P.C., LLO, law firm, Omaha, NE, with respect to special projects as specified or approved from time to time by the Mayor, City Council, City Administrator or his, their, or her designee.

FURTHER RESOLVED, that the Mayor, City Administrator, or his or her designee shall be authorized to take all further actions on behalf of the City to carry out the actions approved herein, including without limitation entering or executing any agreement, document or instrument.

PASSED AND APPROVED THIS 19TH DAY OF JULY, 2016.

CITY OF LA VISTA

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

ATTEST:

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