

## LA VISTA CITY COUNCIL MEETING AGENDA

November 8, 2017

6:00 P.M.

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

- Call to Order
- Pledge of Allegiance
- Announcement of Location of Posted Open Meetings Act
- Appointment – Jonathan Jameson – Park & Recreation Advisory Committee – Fill Vacancy

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

### A. CONSENT AGENDA

1. Approval of the Agenda as Presented
2. Approval of the Minutes of the October 17, 2017 City Council Meeting
3. Request for Payment – HDR – Professional Services – Project Management – Public Improvements and Other Works - \$16,921.79
4. Request for Payment – Olsson Associates – Professional Services – La Vista Nebraska Multi Sports Complex - \$7,512.98
5. Request for Payment – Olsson Associates – Professional Services – La Vista City Centre Phase 1 Public Infrastructure - \$28,963.40
6. Request for Payment – Olsson Associates – Professional Services – 84<sup>th</sup> Street Redevelopment Site Preparation - \$7,066.15
7. Request for Payment – Olsson Associates – Professional Services – 84<sup>th</sup> Street Redevelopment Site Preparation - \$8,636.31
8. Request for Payment – Olsson Associates – Professional Services – 96<sup>th</sup> & Brentwood Traffic Signal - \$5,886.62
9. Request for Payment – Design Workshop, Inc. – Professional Services – 84<sup>th</sup> Streetscape Plan - \$8,851.94
10. Request for Payment – Design Workshop, Inc. – Professional Services – 84<sup>th</sup> Streetscape Plan \$32,561.82
11. Request for Payment – Mark VII Enterprises – Construction Services – Big Papillion Creek Siphon Cover Repair - \$72,859.10
12. Request for Payment – Blade Masters Grounds Mntc. Inc. – Construction Services – Golf Course Transformation Phase 1 Grading - \$41,733.29
13. Request for Payment – Strategic Insights Inc. – License Renewal – Capital Improvement Program Planning Software - \$675.00
14. Request for Payment – Thompson, Dreessen, & Dorner, Inc. – Professional Services – La Vista Phase 1 Golf Course Transformation – Proposed Lake Improvements - \$13,657.07
15. Resolution – Election of Directors to the La Vista Metropolitan Community College Board of Directors
16. Approval of Claims

- Reports from City Administrator and Department Heads

### B. Ordinance – Bond Issuance – Public Infrastructure Improvements

### C. Resolution – 60 Day Extension to Record a Final Plat – Lots 1-5 Heimes (NW of 145<sup>th</sup> & Meadows Blvd.)

### D. Resolution – Design & Construction Phase Engineering Agreement – Amendment No. 1 for Site Preparation – 84<sup>th</sup> Street Redevelopment Area (Action on this item will be taken by the La Vista Community Development Agency)

### E. Resolution – Public Improvement Redevelopment Project Area Interlocal Agreement with Omaha Public Power District

### F. Resolution – Interlocal Agreement - West Papio Trail – Giles Road to Millard

### G. Resolution – Advertisement of Bids – 96<sup>th</sup> & Brentwood Traffic Signal

### H. Discussion - Neglected Building Registration Program

- Comments from the Floor

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

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

# MINUTE RECORD

A-2

No. 729 — REEDFIELD & COMPANY, INC., OMAHA E13105591.D

## LA VISTA CITY COUNCIL MEETING October 17, 2017

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 October 17, 2017. Present were Councilmembers: Frederick, Ronan, Crawford, Quick, Hale and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Director of Public Works Soucie, City Engineer Kottmann, Director of Administrative Services Pokorny, Community Development Director Birch, Finance Director Miserez, Recreation Director Stopak and Library Director Barcal.

A notice of the meeting was given in advance thereof by publication in the Times on October 4, 2017. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

### SWEAR IN POLICE OFFICER – LUCAS TIBERI

Mayor Kindig swore in Lucas Tiberi as a Police Officer for the La Vista Police Department.

### SWEAR IN POLICE SERGEANT – MIKE CZARNICK

Mayor Kindig swore in Mike Czarnick as a Police Sergeant for the La Vista Police Department.

#### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE OCTOBER 3, 2017 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE SEPTEMBER 21, 2017 PLANNING COMMISSION MEETING
4. MONTHLY FINANCIAL REPORT – AUGUST 2017
5. REQUEST FOR PAYMENT – HDR – PROFESSIONAL SERVICES – PROJECT MANAGEMENT – PUBLIC IMPROVEMENTS AND OTHER WORKS - \$13,128.99
6. REQUEST FOR PAYMENT – BLADE MASTERS GROUNDS MNTC. INC. – CONSTRUCTION SERVICES – GOLF COURSE TRANSFORMATION PHASE 1 GRADING - \$64,435.84
7. REQUEST FOR PAYMENT – KISSEL, KOHOUT, ES ASSOCIATES LLC – LEGISLATIVE SERVICES - \$8,729.93
8. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER INC. – PROFESSIONAL SERVICES – GOLF COURSE TRANSFORMATION PHASE 1 – PROPOSED LAKE IMPROVEMENTS - \$14,002.46
9. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER INC. – PROFESSIONAL SERVICES – BIG PAPIO CREEK SIPHON REPAIR - \$1,427.66
10. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER INC. – PROFESSIONAL SERVICES – THOMPSON CREEK PHASE 1 - \$198.85
11. REQUEST FOR PAYMENT – OLSSON ASSOCIATES – PROFESSIONAL SERVICES – CITY CENTRE PHASE 1 PUBLIC INFRASTRUCTURE - \$32,617.83
12. REQUEST FOR PAYMENT – CITY OF OMAHA – SEWER CONNECTION FEES - \$36,140.02

# MINUTE RECORD

October 17, 2017

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

**13. REQUEST FOR PAYMENT - ANDERSON EXCAVATING CO. -  
CONSTRUCTION SERVICES - DEMOLITION & SITE PREP - MIXED-  
USE REDEVELOPMENT PROJECT AREA - \$121,804.72**

**14. APPROVAL OF CLAIMS**

4 SEASONS AWARDS, services	\$7.50
AA WHEEL & TRUCK SUPPLY INC, services	\$17.16
AMAZING ATHLETES OF GREATER OMAHA, services	\$150.00
AMERICAN LUNG ASSOCIATION, services	\$525.00
ASPHALT & CONCRETE MATERIALS, maint.	\$145.54
BARONE SECURITY SYSTEMS, services	\$120.00
BISHOP BUSINESS EQUIPMENT, services	\$266.68
BKD LLP, services	\$2,655.00
BLACK HILLS ENERGY, utilities	\$105.71
BROWN, E., travel	\$38.84
CENTURY LINK BUSN SVCS, phones	\$101.37
CENTURY LINK, phones	\$58.18
CHRIS MADDEN, services	\$1,650.00
CITY OF OMAHA, services	\$207,008.51
CITY OF PAPILLION, services	\$175,777.00
CONSOLIDATED MANAGEMENT, services	\$338.36
CONTINENTAL RESEARCH CORP, supplies	\$212.50
CULLIGAN OF OMAHA, supplies	\$6.00
D & B SALVAGE, maint.	\$159.50
DANIELSON/TECH SUPPLY INC, maint.	\$13,811.50
DATASHIELD CORP, services	\$22.36
DEBBIE STANLEY, refund	\$24.64
DLR GROUP, services	\$64,438.88
DULTMEIER SALES & SERVICE, maint.	\$10.68
DXP ENTERPRISES INC, maint.	\$15.90
FASTENAL CO, maint.	\$48.86
FBG SERVICE CORP, services	\$5,965.00
FELSBURG HOLT & ULLEVIG, services	\$1,046.25
FERGUSON ENTERPRISES, bld&grnds	\$382.27
GALE, books	\$164.18
GCR TIRES & SERVICE, maint.	\$2,731.08
GUNN, B., travel	\$352.00
HANEY SHOE STORE, apparel	\$150.00
HARTS AUTO SUPPLY, maint.	\$224.00
HOLYOAK, COLBY, services	\$40.00
HUNTEL COMMUNICATIONS, INC, services	\$57.50
HY-VEE INC, supplies	\$16.38
INDUSTRIAL SALES CO INC, bld&grnds	\$21.92
INGRAM LIBRARY SERVICES, books	\$1,561.92
ISLAND SPRINKLER SUPPLY CO, bld&grnds	\$72.22
JOHNSON HARDWARE CO, bld&grnds	\$113.28
KINDIG, D., travel	\$214.00
LAMP RYNEARSON & ASSOC, services	\$9,981.54
LEAGUE OF NE MUNICIPALITIES, services	\$378.00
LOGAN CONTRACTORS SUPPLY, maint.	\$602.02
LUKASIEWICZ, B., travel	\$236.00
LV COMM FOUNDATION, payroll	\$60.00
MARK A KLINKER, services	\$200.00
MARK WAYNE CONSULTING, services	\$975.00
MAX I WALKER UNIFORM, services	\$621.23
MC CANN PLUMBING, services	\$89.00
MENARDS-RALSTON, bld&grnds	\$685.08
METRO COMM COLLEGE, services	\$18,375.86
MIDLANDS LIGHTING & ELECTRIC, services	\$1,440.55
MINITEX - CPP, supplies	\$115.00
MUD, utilities	\$1.17

# MINUTE RECORD

October 17, 2017

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

MULHALL'S, services	\$17,801.64
NAT'L EVERYTHING WHOLESALE, supplies	\$681.68
NE DEPT OF MOTOR VEHICLE, services	\$26.40
NE ENVIRONMENTAL PRODS, maint.	\$371.82
NE WELDING LTD, maint.	\$18.75
NEWMAN TRAFFIC SIGNS INC, services	\$110.90
OFFICE DEPOT INC, supplies	\$135.42
OLSSON ASSOCIATES, services	\$1,880.36
OMAHA COMPOUND CO, supplies	\$63.55
OMAHA WORLD-HERALD, services	\$963.59
ONE CALL CONCEPTS INC, services	\$314.91
OPPD, services	\$168,767.04
OPPD, utilities	\$54,408.66
PAPILLION LV SCHL DISTR, services	\$13,937.50
PAPILLION SANITATION, services	\$1,165.34
PAPIO-MO RIVER NRD STORM WATER, services	\$1,000.62
PHAM, RACHEL THUY LINH, services	\$120.00
PLAINS EQUIPMENT GROUP, services	\$821.40
POKORNY, K., travel	\$352.00
PROUHET, T., travel	\$416.00
QUALITY AUTO REPAIR, services	\$111.00
RAINBOW GLASS & SUPPLY, maint.	\$199.00
RAMIREZ, R., travel	\$416.00
READY MIXED CONCRETE CO, maint.	\$1,200.71
RECORDED BOOKS, LLC, media	\$681.79
ROTELLA'S ITALIAN BAKERY, supplies	\$12.95
SAPP BROS INC, services	\$4,425.00
SAPP BROS PETROLEUM, services	\$1,421.60
SARPY COUNTY COURTHOUSE, services	\$3,976.44
SCHEMMER ASSOCIATES INC, services	\$680.00
SOUTHERN UNIFORM & EQUIPMENT, apparel	\$300.12
SPENCER FANE LLP, services	\$5,561.50
STOLTENBERG NURSERIES, services	\$1,500.00
TED'S MOWER SALES, services	\$8.42
THORNBURG, J., travel	\$236.00
TIGHTON FASTENER & SUPPLY, services	\$99.00
TORNADO WASH LLC, maint.	\$645.00
TOSHIBA FINANCIAL, services	\$138.00
TRANS UNION RISK, services	\$87.30
TRAVELERS, services	\$1,453.09
UNITE PRIVATE NETWORKS LLC, services	\$3,850.00
WICK'S STERLING TRUCKS, supplies	\$141.96
YANO'S NURSERY, services	\$5,000.00

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

## 3RD QUARTER REPORT – SARPY COUNTY ECONOMIC DEVELOPMENT CORPORATION

Andrew Rainbolt gave report on 3<sup>rd</sup> Quarter activity and an overview of the 4<sup>th</sup> Quarter plans for the Sarpy County Economic Development Corporation.

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Administrator Gunn stated we would have Business Connection meetings in November. Assistant to the City Administrator Prouhet gave an update on the Mayor's Youth Leadership Council.

# MINUTE RECORD

October 17, 2017

No. 729 -- REDFIELD & COMPANY, INC. OMAHA E131058BLD

City Clerk Buethe reminded the City Council that the first Council Meeting in November will be held Wednesday, November 8, 2017 at 6:00pm.

Assistant City Administrator Ramirez stated that Streetscape Stakeholder meetings were currently underway.

Police Chief Lausten introduced Scott Wagner, the new Police Academy Training Coordinator, who was with the Omaha Police Department.

Director of Public Works Soucie reported the leaf collection day will be November 4, 2017.

Community Development Director Birch reported on abandoned property policy work.

**B. RESOLUTION – AUTHORIZE AGREEMENT – SERVICE LINE WARRANTY PROGRAM (TABLED FROM THE OCTOBER 3, 2017 MEETING) – REQUEST TO POSTPONE**

Mayor Kindig stated he has received additional information on this program and few complaints in Papillion. Councilmember Crawford asked why they must use the City Logo on the communication. He asked if we would do it for any other service provider? Public Works Director Soucie stated NLC has vetted the process to get a reputable company. Councilmember Frederick asked if we can limit the number of mailings. Public Works Director Soucie stated in the original agreement, it states two mailings, but this is negotiable.

Councilmember Hale made a motion to postpone until the full council is available. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Sheehan and Thomas. Motion carried.

**C. 3D SELF STORAGE – CONDITIONAL USE PERMIT AND PRELIMINARY PLAT – TAX LOT 8A1A, TAX LOT 8A1B 16-14-12, LOT 26 OAKDALE PARK (104<sup>TH</sup> & HARRISON STREET)**

**1. PUBLIC HEARING**

At 7:37 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the 3D Self Storage Conditional Use Permit and Preliminary Plat – Tax Lot 8A1A, Tax Lot 8A1B 16-14-12, Lot 26 Oakdale Park (104<sup>th</sup> & Harrison Street). Jeff Lake with Summit Development stated the units would be 10'x10' or 10'x30'. Traffic counts at their Elkhorn facility which is similar in size was a maximum of 58 cars per day. Lisa Robino-Wolter, Cimarron Woods resident stated concerns regarding the island staying intact, property value, one way access being honored and lack of privacy. Lake stated that there is no way to come back out the entrance and the only exit would be at the drive on the west end.

At 8:08 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Sheehan and Thomas. Motion carried.

**2. RESOLUTION – CONDITIONAL USE PERMIT**

Councilmember Hale introduced and moved for the adoption of Resolution No.17-128 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR 3D SELF STORAGE – LA VISTA, LLC, TO OPERATE A SELF-SERVICE STORAGE FACILITY ON PROPOSED LOT 1, OAKDALE PARK STORAGE.

WHEREAS, 3D Self Storage – La Vista, LLC, has applied for approval of a conditional use permit for a self-service storage facility on proposed Lot 1, Oakdale Park Storage, located southwest of 104<sup>th</sup> Street and Harrison Street; and

# MINUTE RECORD

October 17, 2017

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

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, with such modifications that the City Administrator or City Attorney may determine necessary or advisable, for 3D Self Storage – La Vista, LLC, to allow for a self-service storage facility on proposed Lot 1, Oakdale Park Storage.

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

### **3. RESOLUTION – PRELIMINARY PLAT**

Councilmember Hale introduced and moved for the adoption of Resolution No.17-129 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE PRELIMINARY PLAT FOR TAX LOT 8A1A, TAX LOT 8A1B, AND LOT 26, OAKDALE PARK, TO BE REPLATTED AS LOTS 1 AND 2, OAKDALE PARK STORAGE, A SUBDIVISION LOCATED IN SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, 3D Self Storage – La Vista, LLC, on behalf of the owners of the above described piece of property, have made application for approval of a preliminary plat for Tax Lot 8A1A, Tax Lot 8A1B, and Lot 26, Oakdale Park, in Section 16, T14N, R12E; and

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

WHEREAS, on September 21, 2017, the La Vista Planning Commission reviewed the preliminary plat and recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the preliminary plat for Tax Lot 8A1A, Tax Lot 8A1B, and Lot 26, Oakdale Park, Section 16, Township 14 North, Range 121 East, to be replatted as Lots 1 and 2, Oakdale Park Storage, a subdivision located in Section 16, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located southwest of 104<sup>th</sup> Street and Harrison Street, be, and hereby is, approved.

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

### **D. CONDITIONAL USE PERMIT - SADOFF ELECTRONICS RECYCLING – LOT 1, PAPIO VALLEY BUSINESS PARK REPLAT 1 (120<sup>TH</sup> & CARY CIRCLE)**

#### **1. PUBLIC HEARING**

At 8:11 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Conditional Use Permit – Sadoff Electronics Recycling – Lot 1, Papio Valley Business Park Replat 1 (120<sup>th</sup> & Cary Circle). Matt Weirmo was present on behalf of Sadoff Electronics Recycling to answer questions. Councilmember Sell asked if the operation would be completely inside. Mr. Weirmo confirmed this was the case.

At 8:12 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Sheehan and Thomas. Motion carried.

# MINUTE RECORD

October 17, 2017

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

## **2. RESOLUTION – CONDITIONAL USE PERMIT**

Councilmember Sell introduced and moved for the adoption of Resolution No.17-130 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR CARY CIRCLE LP TO OPERATE A COMPUTER ELECTRONICS RECYCLING CENTER LOT 1, PAPIO VALLEY BUSINESS PARK REPLAT 1.

WHEREAS, Cary Circle LP has applied for approval of a conditional use permit for a computer electronics recycling center on Lot 1, Papio Valley Business Park Replat 1, located west of 120<sup>th</sup> Street on Cary 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, with such modifications that the City Administrator or City Attorney may determine necessary or advisable, for Cary Circle LP to operate a computer electronics recycling center on Lot 1, Papio Valley Business Park Replat 1.

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

## **E. APPLICATION FOR REPLAT – LOT 51 AND LOT 28A1 BROOK VALLEY BUSINESS PARK & LOT 2 BROOK VALLEY BUSINESS PARK REPLAT FOUR (SW OF 108<sup>TH</sup> & OLIVE STREET)**

### **1. RESOLUTION – REPLAT**

Councilmember Hale introduced and moved for the adoption of Resolution No.17-131 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE FINAL PLAT FOR LOT 51 AND LOT 28A1, BROOK VALLEY BUSINESS PARK, AND LOT 2, BROOK VALLEY BUSINESS PARK REPLAT FOUR, LOCATED IN SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA, TO BE REPLATTED AS LOTS 1, 2 AND 3, BROOK VALLEY BUSINESS PARK REPLAT FIVE.

WHEREAS, the applicant, REDZ, LLC has made application for approval of a final plat for Lot 51 and Lot 28A1, Brook Valley Business Park, and Lot 2, Brook Valley Business Park Replat Four, located in Section 17, T14N, R12E; and

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

WHEREAS, on September 21, 2017, the La Vista Planning Commission reviewed the final plat and recommended approval subject to the following conditions:

1. Resolution of issues related to the Army Corps of Engineers and Sarpy County; and
2. Finalization of a subdivision agreement prior to City Council review.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the final plat for Lot 51 and Lot 28A1, Brook Valley Business Park, and Lot 2, Brook Valley Business Park Replat Four, located in Section 17, T14N, R12E, to be replatted as Lots 1, 2 and 3, Brook Valley Business Park Replat Five, a subdivision located in Section 17, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located southwest of 108<sup>th</sup> Street and Olive Street, be, and hereby is, approved.

# MINUTE RECORD

October 17, 2017

No. 729 — REEDFIELD & COMPANY, INC., OMAHA E1810556LD

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

## 2. RESOLUTION – SUBDIVISION AGREEMENT

Councilmember Sell introduced and moved for the adoption of Resolution No.17-132 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOTS 1-3, BROOK VALLEY BUSINESS PARK REPLAT FIVE.

WHEREAS, the City Council did on October 17, 2017, approve the final plat for Lots 1-3, Brook Valley Business Park Replat Five Subdivision subject to certain conditions; and

WHEREAS, the Subdivider, REDZ, LLC, has agreed to execute a Subdivision Agreement satisfactory in form and content to the City; and

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement presented at the October 17, 2017, City Council meeting for the Brook Valley Business Park Replat Five Subdivision be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute same on behalf of the City, subject to the conditions of Council replat approval and with such revisions that the City Administrator or City Engineer may determine necessary or advisable.

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

## F. RESOLUTION – AUTHORIZE PURCHASE – TURF GROWTH BLANKETS

Councilmember Quick introduced and moved for the adoption of Resolution No.17-133 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF TURF GROWTH BLANKETS FROM D & K PRODUCTS, LA VISTA NEBRASKA FOR AN AMOUNT NOT TO EXCEED \$13,528.95.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of turf growth blankets is necessary, and

WHEREAS, the FY17/18 Biennial 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 turf growth blankets from D & K Products, La Vista Nebraska for an amount not to exceed \$13,528.95.

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

## G. RESOLUTION – CHANGE ORDER NO. 1 – HARRISON STREET PANEL REPAIR – I-80 ROW TO LA VISTA DRIVE

Councilmember Hale introduced and moved for the adoption of Resolution No.17-134 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH SPENCER MANAGEMENT LLC, OMAHA NEBRASKA, TO PROVIDE FOR ADDITIONAL PANEL REPAIR INCLUDING ADDITIONAL BARRICADES AND ARROW BOARDS INCREASING THE CONTRACT AMOUNT BY \$9,162.29.

# MINUTE RECORD

October 17, 2017

No. 729 — REEDFIELD & COMPANY, INC. OMAHA E1810556LD

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

WHEREAS, the FY17/18 Biennial Budget Capital Improvement Program provides funding for the project. The change order is an increase from \$231,870.00 to 241,032.29 for an increased amount of \$9,162.29.

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 Spencer Management LLC, Omaha, Nebraska, to provide additional panel repair including additional barricades and arrow boards increasing the contract amount by \$9,162.29

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

**H. RESOLUTION – CHANGE ORDER NO. 3 – DEMOLITION & SITE PREPARATION – MIXED USE REDEVELOPMENT PROJECT AREA (ACTION ON THIS ITEM WILL BE TAKEN BY THE LA VISTA COMMUNITY DEVELOPMENT AGENCY)**

Councilmember Hale introduced and moved for the adoption of Resolution No.17-135 entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH ANDERSON EXCAVATING CO., INC., OMAHA, NEBRASKA, TO PROVIDE FOR REVISIONS TO COMPLETION DATES, ADJUSTMENT OF EARTHWORK VOLUMES AND CHANGES TO SCOPE OF WORK FOR AN INCREASE TO THE CONTRACT PRICE OF \$81,633.81.

WHEREAS, the City has determined it is necessary to make changes to the contract completion dates, earthwork volumes and scope of work; and

WHEREAS, the FY17/18 biennial budget includes funding in the Capital Improvement Program for this project. The contract price increases from \$1,058,985.50 to 1,140,619.31.

NOW THEREFORE, BE IT RESOLVED, by City Council acting as the La Vista Community Development Agency, that the Mayor is authorized to execute the necessary documents for a change order to the contract with Anderson Excavating Co., Inc., Omaha Nebraska, to make changes to the contract completion dates, earthwork volumes and scope of work for an increase to the contract price of \$81,633.81.

Seconded by Councilmember Frederick. Councilmember Crawford asked for verification that this was not the fault of Anderson. City Engineer Kottmann said that Anderson was not at fault. Councilmembers voting aye: Frederick, Ronan, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Sheehan, Thomas. Motion carried.

**I. RESOLUTION – LEASE AGREEMENT – POLICE DEPARTMENT NARCOTICS VEHICLE**

Councilmember Sell introduced and moved for the adoption of Resolution No.17-136 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF A 27-MONTH LEASE AGREEMENT WITH ALLY FINANCIAL FOR A TASK FORCE VEHICLE FOR THE POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$9,800.

WHEREAS, the La Vista Police Department was awarded a federal grant for the Safe Streets task Force and included in the grant is funding for a leased vehicle to be used by the department's Safe Streets Task Force officer, and

WHEREAS, the City did appropriate funds in the FY18 municipal budget to lease a grant funded task force vehicle, and

# MINUTE RECORD

October 17, 2017

No. 729 — REEDFIELD & COMPANY, INC. OMAHA E1810556LD

WHEREAS, 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 execution of a lease agreement with Ally Financial, for a grant funded task force vehicle for the Police Department in an amount not to exceed \$9,800.

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

## J. POSITION DESCRIPTION UPDATES

Councilmember Hale made a motion to receive and file the Position Description Updates. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Sheehan, Thomas. Motion carried.

Councilmember Crawford made a motion to move Comments from the Floor ahead of Item K. Executive Session. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Sheehan, Thomas. Motion carried.

## COMMENTS FROM THE FLOOR

There were no comments from the floor.

## K. EXECUTIVE SESSION – CONTRACT NEGOTIATIONS

At 8:25 p.m. Councilmember Crawford made a motion to go into executive for protection of the public interest for contract negotiations. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Sheehan, Thomas. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 8:47 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Sheehan, Thomas. Motion carried.

## COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig thanked Councilmember Sell for attending the Sarpy County and Sarpy Cities Wastewater Agency signing ceremony earlier in the day. He also stated that the Mayor and Council are scheduled to help at Santa's Workshop on December 14.

At 8:48 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Sheehan, Thomas. Motion carried.

PASSED AND APPROVED THIS 8TH DAY OF NOVEMBER, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

# MINUTE RECORD

October 17, 2017

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

ATTEST:

Pamela A. Buethe, CMC  
City Clerk



# Invoice

Reference Invoice Number with Payment

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

HDR Invoice No. 1200078775  
Invoice Date 09-OCT-2017  
Invoice Amount Due \$16,921.79  
Payment Terms 30 NET

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

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

Project Management for Services for Public Improvements and Other Works.

## Professional Services

From: 03-SEP-2017 To: 30-SEP-2017

Professional Services Summarization	Hours	Billing Rate	Amount
Civil Engineer	26.75		3,788.33
Communications Coordinator	14.50		1,077.75
Communications Coordinator Sr	6.00		865.44
Graphic Designer 2	30.00		2,593.67
Multimedia Specialist	4.00		332.52
Project Controller	1.25		121.24
Project Manager	21.00		4,536.00
Sr. Civil Engineer	23.00		3,456.90
	<b>126.50</b>		<b>\$16,771.85</b>
		<b>Total Professional Services</b>	<b>\$16,771.85</b>

Expense Summarization	Quantity	Billing Rate	Amount
Mileage Personal	153.00		81.87
Miscellaneous			20.87
Printing/Reprographics			47.20
			<b>Total Expenses</b>
			<b>\$149.94</b>

Amount Due This Invoice (USD) **\$16,921.79**

Fee Amount	\$649,972.00
Fee Invoiced to Date	\$149,011.86
Fee Remaining	\$500,960.14

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

05.71.0909.03

Consent Agenda 11/8/17 (d)

R. Ramirez  
10-13-17

## Invoice



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

September 25, 2017

Invoice No: 286262

Invoice Total \$7,512.98

John Kottmann  
 City Engineer/Assistant Public Works Director  
 City of La Vista NE  
 8116 Park View Blvd  
 La Vista, NE 68128-2198

OA Project No. A15-1232 La Vista Nebraska Multi Sports Complex

Professional services rendered from August 6, 2017 through September 9, 2017 for work completed in accordance with our Letter Agreement dated June 8, 2016, last signed June 22, 2016 and Amendment No. 1 dated June 22, 2017.

Phase 100 Traffic Impact Study  
 Labor

	Hours	Amount
Principal	10.50	1,401.65
Assistant Professional	70.00	5,913.40
CAD Operator	5.50	305.42
<b>Totals</b>	<b>86.00</b>	<b>7,620.47</b>
<b>Total Labor</b>		<b>7,620.47</b>
		<b>Total this Phase</b> <b>\$7,620.47</b>

Billing Limits

	Current	Prior	To-Date
Total Billings	7,620.47	24,451.60	32,072.07
Limit			31,964.58
<b>Over Limit Adjustment</b>			<b>-107.49</b>

AMOUNT DUE THIS INVOICE \$7,512.98

Email invoice to: jkottmann@cityoflavista.org

Authorized By: Christopher Rolling

O.K. to pay

FMK 10-16-2017

05.71.0900.501

11-8-17 Consent

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

**Invoice**

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

October 17, 2017

Invoice No: 287630

**Invoice Total \$28,963.40**

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

OA Project No. B16-0546 La Vista NE City Centre Phase 1 Public Infrastructure

Professional services rendered September 10, 2017 through October 7, 2017 for work completed in accordance with agreement dated October 7, 2016 and Amendment #1 dated July 7, 2017 and Amendment #2 dated July 21, 2017.

NTP: 12.06.16

City of La Vista Project No. CD-17-008

Phase 400 Construction Services

**Total this Phase 0.00**

Phase 401 Construction Services 1B

**Labor**

	Hours	Rate	Amount
Project Manager	10.50	115.00	1,207.50 ✓
Associate Engineer	7.75	106.00	821.50 ✓
Assistant Engineer	3.50	75.00	262.50 ✓
Technical Leader	10.25	176.00	1,804.00 ✓
Construction Services Senior Technician	8.00	70.00	560.00 ✓
Administrative	.25	54.00	13.50 ✓
<b>Totals</b>	<b>40.25</b>		<b>4,669.00</b>
<b>Total Labor</b>			<b>4,669.00 ✓</b>
			<b>Total this Phase \$4,669.00</b>

Phase 900 Expenses

**Reimbursable Expenses**

Supplies	9.63
----------	------

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	287630
---------	----------	--	---------	--------

Personal Vehicle Mileage	74.93
--------------------------	-------

<b>Total Reimbursables</b>	<b>84.56</b>	<b>84.56</b>
----------------------------	--------------	--------------

#### Unit Billing

Line Drawing-Bond	1.30
-------------------	------

Line Drawing-Photo	3.68
--------------------	------

Field Vehicle	23.0 Miles @ 0.75	17.25
---------------	-------------------	-------

<b>Total Units</b>	<b>22.23</b>	<b>22.23</b>
--------------------	--------------	--------------

<b>Total this Phase</b>	<b>\$106.79</b>
-------------------------	-----------------

Phase	910	Amendment 1 Pavement Rehabilitation Topo Survey
-------	-----	---

#### Labor

	Hours	Rate	Amount
--	-------	------	--------

Associate Surveyor	1.50	70.00	105.00
--------------------	------	-------	--------

2-Man Survey Crew w/ GPS	18.75	150.00	2,812.50
--------------------------	-------	--------	----------

<b>Totals</b>	<b>20.25</b>	<b>2,917.50</b>	<b>2,917.50</b>
---------------	--------------	-----------------	-----------------

<b>Total Labor</b>	<b>Total this Phase</b>	<b>\$2,917.50</b>
--------------------	-------------------------	-------------------

Phase	911	Amendment 1 Pavement Rehabilitation Pavement Roadway Design
-------	-----	---

#### Labor

	Hours	Rate	Amount
--	-------	------	--------

Principal			
-----------	--	--	--

Egelhoff, Anthony	2.50	176.00	440.00
-------------------	------	--------	--------

Assistant Professional			
------------------------	--	--	--

Golka, Michael	4.00	106.00	424.00
----------------	------	--------	--------

Luchtel, Michael	17.75	88.00	1,562.00
------------------	-------	-------	----------

<b>Totals</b>	<b>24.25</b>	<b>2,426.00</b>	<b>2,426.00</b>
---------------	--------------	-----------------	-----------------

<b>Total Labor</b>	<b>Total this Phase</b>	<b>\$2,426.00</b>
--------------------	-------------------------	-------------------

Phase	912	Amendment 1 Pavement Rehabilitation Bidding Documents & Process
-------	-----	---

<b>Total this Phase</b>	<b>0.00</b>
-------------------------	-------------

Phase	913	Amendment 1 Pavement Rehabilitation Project Management
-------	-----	--

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	287630
---------	----------	--	---------	--------

### Labor

		Hours	Rate	Amount
Principal				
Egelhoff, Anthony		9.00	176.00	1,584.00 ✓
Assistant Professional				
Golka, Michael		4.50	106.00	477.00 ✓
Administrative/Clerical				
Chambers, Veronica		.25	73.00	18.25 ✓
Totals		13.75		2,079.25
<b>Total Labor</b>				<b>2,079.25</b> ✓
			<b>Total this Phase</b>	<b>\$2,079.25</b>

Phase	914	Amendment 1 Pavement Rehabilitation Construction Services
-------	-----	---

	<b>Total this Phase</b>	<b>0.00</b>
--	-------------------------	-------------

Phase	915	Amendment 1 Pavement Rehabilitation Expenses
-------	-----	--

### Reimbursable Expenses

Personal Vehicle Mileage	13.91	
<b>Total Reimbursables</b>	<b>13.91</b>	<b>13.91</b> ✓

### Unit Billing

Field Vehicle	138.0 Miles @ 0.75	103.50	
Field Vehicle	30.0 Miles @ 0.75	22.50	
Field Vehicle	42.0 Miles @ 0.75	31.50	
Line Drawing-Bond		3.75	
Line Drawing-Bond		9.50	
Full Color Image-Bond		4.20	
Map Rendering-Bond		7.50	
<b>Total Units</b>		<b>182.45</b>	<b>182.45</b> ✓
		<b>Total this Phase</b>	<b>\$196.36</b>

Phase	920	Amendment 1 Access Improvements Topographic Survey
-------	-----	--

### Labor

		Hours	Rate	Amount
Senior Technician		16.50	100.00	1,650.00 ✓
Team Leader		15.50	112.00	1,736.00 ✓

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	287630
---------	----------	--	---------	--------

2-Man Survey Crew w/ GPS	32.50	150.00	4,875.00 ✓
Totals	64.50		8,261.00 ✓
<b>Total Labor</b>			<b>8,261.00 ✓</b>
		<b>Total this Phase</b>	<b>\$8,261.00</b>

Phase	921	Amendment 1 Access Improvements Design
-------	-----	--

#### Labor

	Hours	Rate	Amount
<b>Principal</b>			
Egelhoff, Anthony	1.50	176.00	264.00 ✓
Rolling, Christopher	3.25	176.00	572.00 ✓
<b>Assistant Professional</b>			
Bellizzi, Daniel	20.00	106.00	2,120.00 ✓
Golka, Michael	2.75	106.00	291.50 ✓
Luchtel, Michael	47.50	88.00	4,180.00 ✓
<b>Totals</b>	75.00		7,427.50 ✓
<b>Total Labor</b>			<b>7,427.50 ✓</b>
		<b>Total this Phase</b>	<b>\$7,427.50</b>

Phase	922	Amendment 1 Access Improvements Bidding Documents & Processing
-------	-----	--

	<b>Total this Phase</b>	<b>0.00</b>
--	-------------------------	-------------

Phase	923	Amendment 1 Access Improvements Project Management
-------	-----	--

#### Labor

	Hours	Rate	Amount
<b>Principal</b>			
Egelhoff, Anthony	5.00	176.00	880.00
<b>Totals</b>	5.00		880.00
<b>Total Labor</b>			<b>880.00 ✓</b>
		<b>Total this Phase</b>	<b>\$880.00</b>

Phase	924	Amendment 1 Access Improvements Construction Services
-------	-----	---

	<b>Total this Phase</b>	<b>0.00</b>
--	-------------------------	-------------

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	287630
---------	----------	--	---------	--------

Phase 925 Amendment 1 Access Improvements Expenses

		Total this Phase	0.00
<b>Billing Limits</b>			
Total Billings	Current	Prior	To-Date
Limit	28,963.40	297,992.67	326,956.07
Balance Remaining			673,300.00
			346,343.93
		AMOUNT DUE THIS INVOICE	\$28,963.40

**Outstanding Invoices**

Number	Date	Balance
285870	9/25/2017	32,617.83
Total		32,617.83

Authorized By: Anthony Egelhoff

OK to pay  
JMK 10-26-2017  
CD-17-008  
95,71,0909,003

A-6

**Invoice**



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

August 23, 2017

Invoice No: 284367

**Invoice Total \$7,066.15**

John Kottmann  
City Engineer/Assistant Public Works Director  
City of La Vista NE  
8116 Park View Blvd  
La Vista, NE 68128-2198

OA Project No. A16-0546 City of LaVista 84th Street Redevelopment Site Preparation  
Professional services rendered July 9, 2017 through August 5, 2017 for work completed in accordance with agreement dated June 21, 2016.

Phase 100 Survey Verification

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	0.00	5,000.00	5,000.00
Limit			5,000.00
			<b>Total this Phase 0.00</b>

Phase 110 Survey (Post Construction Verification)

**Labor**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Senior Technician	1.00	100.00	100.00
Group Leader	.50	112.00	56.00
Associate Surveyor	5.75	70.00	402.50
2-Man Survey Crew w/ GPS	13.00	150.00	1,950.00
Totals	20.25		2,508.50
<b>Total Labor</b>			<b>2,508.50</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	2,508.50	6,954.50	9,463.00
Limit			10,000.00
Balance Remaining			537.00
			<b>Total this Phase \$2,508.50</b>

Phase 200 Utility & Tenant Coordination

<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	15,000.00	15,000.00
Limit				15,000.00
			<b>Total this Phase</b>	<b>0.00</b>

Phase 210 Preliminary Construction Documents

<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	13,168.25	13,168.25
Limit				15,000.00
Balance Remaining				1,831.75
			<b>Total this Phase</b>	<b>0.00</b>

Phase 220 Final Construction Documents

<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	30,000.00	30,000.00
Limit				30,000.00
			<b>Total this Phase</b>	<b>0.00</b>

Phase 300 Project Management

<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	20,000.00	20,000.00
Limit				20,000.00
			<b>Total this Phase</b>	<b>0.00</b>

Phase 400 On-Site Construction Administration

#### Labor

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Project Manager	3.00	115.00	345.00 ✓
Construction Services Senior Technician	20.00	70.00	1,400.00 ✓

Project	A16-0546	LaVista 84th St Site Preparation	Invoice	284367
Senior Engineer		3.25	140.00	455.00
Totals		26.25		2,200.00
<b>Total Labor</b>				<b>2,200.00</b>
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		2,200.00	18,786.25	20,986.25
Limit				23,500.00
Balance Remaining				2,513.75
			<b>Total this Phase</b>	<b>\$2,200.00</b>
Phase	410	SWPPP Inspections		
<b>Labor</b>				
SWPPP Inspections		Hours	Rate	Amount
		4.00	60.00	240.00
Totals		4.00		240.00
<b>Total Labor</b>				<b>240.00</b>
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		240.00	3,095.00	3,335.00
Limit				8,000.00
Balance Remaining				4,665.00
			<b>Total this Phase</b>	<b>\$240.00</b>
Phase	420	On-Site Construction Observation		
<b>Labor</b>				
Project Manager		Hours	Rate	Amount
		2.75	115.00	316.25
Totals		2.75		316.25
<b>Total Labor</b>				<b>316.25</b>
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		316.25	30,250.50	30,566.75
Limit				37,500.00
Balance Remaining				6,933.25
			<b>Total this Phase</b>	<b>\$316.25</b>
Phase	430	Special Inspections / Testing		

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	A16-0546	LaVista 84th St Site Preparation	Invoice	284367
---------	----------	----------------------------------	---------	--------

**Labor**

	Hours	Rate	Amount
Technician	16.50	50.00	825.00
Project Manager	6.50	115.00	747.50
Senior Engineer	1.25	140.00	175.00
<b>Totals</b>	<b>24.25</b>		<b>1,747.50</b>
<b>Total Labor</b>			<b>1,747.50</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	1,747.50	4,538.50	6,286.00
Limit			6,000.00
<b>Over Limit Adjustment</b>			<b>-286.00</b>
		<b>Total this Phase</b>	<b>\$1,461.50</b>

Phase	900	Expenses
-------	-----	----------

**Unit Billing**

Field Vehicle	287.0 Miles @ 0.75	215.25
Field Vehicle	23.0 Miles @ 0.75	17.25
Field Vehicle	31.0 Miles @ 0.75	23.25
Field Vehicle	21.0 Miles @ 0.75	15.75
Field Vehicle	6.0 Miles @ 0.75	4.50
Field Vehicle	16.0 Miles @ 0.75	12.00
Survey Supplies		51.90
<b>Total Units</b>		<b>339.90</b>
		<b>339.90</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	339.90	4,423.36	4,763.26
Limit			10,000.00
Balance Remaining			5,236.74
		<b>Total this Phase</b>	<b>\$339.90</b>

<b>AMOUNT DUE THIS INVOICE</b>	<b>\$7,066.15</b>
--------------------------------	-------------------

Authorized By: Eric Galley

O.K. to pay  
frnk 10-30-2017  
CD-17-007  
05.71.0908.003

Invoice



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

October 19, 2017

Invoice No: 288074

<b>Invoice Total</b>	<b>\$8,636.31</b>
----------------------	-------------------

John Kottmann  
 City Engineer/Assistant Public Works Director  
 City of La Vista NE  
 8116 Park View Blvd  
 La Vista, NE 68128-2198

OA Project No. A16-0546 City of LaVista 84th Street Redevelopment Site Preparation  
 Professional services rendered August 6, 2017 through October 7, 2017 for work completed in accordance with  
agreement dated June 21, 2016.

Phase 100 Survey Verification

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	0.00	5,000.00	5,000.00
Limit			5,000.00
			<b>Total this Phase</b>
			<b>0.00</b>

Phase 110 Survey (Post Construction Verification)

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	0.00	9,463.00	9,463.00
Limit			10,000.00
Balance Remaining			537.00
			<b>Total this Phase</b>
			<b>0.00</b>

Phase 200 Utility & Tenant Coordination

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	0.00	15,000.00	15,000.00
Limit			15,000.00
			<b>Total this Phase</b>
			<b>0.00</b>

Phase 210 Preliminary Construction Documents

<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	13,168.25	13,168.25
Limit				15,000.00
Balance Remaining				1,831.75
		<b>Total this Phase</b>		<b>0.00</b>

Phase 220 Final Construction Documents

<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	30,000.00	30,000.00
Limit				30,000.00
		<b>Total this Phase</b>		<b>0.00</b>

Phase 300 Project Management

<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	20,000.00	20,000.00
Limit				20,000.00
		<b>Total this Phase</b>		<b>0.00</b>

Phase 400 On-Site Construction Administration

#### Labor

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Assistant Engineer	2.25	75.00	168.75
Senior Engineer	16.75	140.00	2,345.00
Totals	19.00		2,513.75
<b>Total Labor</b>			<b>2,513.75</b>

<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		2,513.75	20,986.25	23,500.00
Limit				23,500.00
		<b>Total this Phase</b>		<b>\$2,513.75</b>

Phase 410 SWPPP Inspections

Project	A16-0546	LaVista 84th St Site Preparation	Invoice	288074
---------	----------	----------------------------------	---------	--------

**Labor**

	Hours	Rate	Amount
SVPPP Inspections	8.00	60.00	480.00
<b>Totals</b>	<b>8.00</b>		<b>480.00</b>
<b>Total Labor</b>			<b>480.00</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	480.00	3,335.00	3,815.00
Limit			8,000.00
Balance Remaining			4,185.00
<b>Total this Phase</b>			<b>\$480.00</b>

Phase	420	On-Site Construction Observation
-------	-----	----------------------------------

**Labor**

	Hours	Rate	Amount
Project Manager	14.25	115.00	1,638.75
Construction Services Senior Manager	1.00	150.00	150.00
Construction Services Senior Technician	47.00	70.00	3,290.00
<b>Totals</b>	<b>62.25</b>		<b>5,078.75</b>
<b>Total Labor</b>			<b>5,078.75</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	5,078.75	30,566.75	35,645.50
Limit			37,500.00
Balance Remaining			1,854.50
<b>Total this Phase</b>			<b>\$5,078.75</b>

Phase	430	Special Inspections / Testing
-------	-----	-------------------------------

	Current	Prior	To-Date
<b>Billing Limits</b>			
Total Billings	0.00	6,000.00	6,000.00
Limit			6,000.00
<b>Total this Phase</b>			<b>0.00</b>

Phase	900	Expenses
-------	-----	----------

**Reimbursable Expenses**

Personal Vehicle Mileage	6.96
<b>Total Reimbursables</b>	<b>6.96</b>

Project	A16-0546	LaVista 84th St Site Preparation	Invoice	288074
---------	----------	----------------------------------	---------	--------

**Unit Billing**

Field Vehicle	622.0 Miles @ 0.75	466.50
Field Vehicle	21.0 Miles @ 0.75	15.75
Field Vehicle	14.0 Miles @ 0.75	10.50
Field Vehicle	8.0 Miles @ 0.75	6.00
Field Vehicle	4.0 Miles @ 0.75	3.00
Survey Supplies		55.10
<b>Total Units</b>		<b>556.85</b>
		<b>556.85</b>

**Billing Limits**

Total Billings	Current	Prior	To-Date
	563.81	4,763.26	5,327.07
Limit			10,000.00
Balance Remaining			4,672.93

**Total this Phase** **\$563.81**

**AMOUNT DUE THIS INVOICE** **\$8,636.31**

Authorized By: Eric Galley

O.K. to pay

fmk 10-30-2017

CD-17-007

05.71.0908.003

## Invoice



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

October 25, 2017

Invoice No: 288761

Invoice Total \$5,886.62

John Kottmann  
 City Engineer/Assistant Public Works Director  
 City of La Vista NE  
 8116 Park View Blvd  
 La Vista, NE 68128-2198

OA Project No. 017-1779 LaVista 96th & Brentwood Traffic Signal

Professional services rendered from September 10, 2017 through October 7, 2017 for work completed in accordance with our Letter Agreement dated June 8, 2017.

Phase 100 Project Management  
 Labor

	Hours	Amount
Totals	3.50	467.22
Total Labor		467.22
Total this Phase		\$467.22

Phase 300 Concept Design/Public Involvement  
 Labor

	Hours	Amount
Totals	27.50	2,304.01
Total Labor		2,304.01

**Unit Billing**

Full Color Image-Photo	52.26
Total Units	52.26
	52.26
Total this Phase	\$2,366.27

Phase 400 Preliminary & Final Design  
 Labor

	Hours	Amount
Totals	35.50	3,063.13
Total Labor		3,063.13
Total this Phase		\$3,063.13

**Billing Limits**

	Current	Prior	To-Date
Total Billings	5,886.62	12,678.59	18,565.21
Limit			33,988.92
Balance Remaining			15,423.71

Project	017-1779	LaVista 96th & Brentwood Traffic Signal	Invoice	288761
---------	----------	---	---------	--------

AMOUNT DUE THIS INVOICE

\$5,886.62

Att. Progress Report

Transmitted by email to: jkottmann@cityoflavista.org

O.K. to pay

JK 10-31-2017

05.71.0883.002

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Design Workshop, Inc.  
Landscape Architecture  
Planning  
Urban Design

September 14, 2017  
Invoice No: 0057635

Cindy Miserez  
City of La Vista  
8116 Parkview Blvd.  
La Vista, NE 68128

**Current Invoice Total** **\$8,851.94**

Project 005806.00 84th Streetscape Plan  
Professional Planning and Design Services including -

- Contract
- Scope
- Schedule
- SKO Preparation
- Client Meeting (1) Pre - SKO
- Existing Conditions data gathering & analysis

**Professional Services from August 01, 2017 to August 31, 2017**

Task	010	Existing Context Survey & Mapping				
Fee	OK	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
		48,920.00	13.00	6,359.60	0.00	6,359.60
<b>Total Fee</b>						<b>6,359.60</b>
<b>Total this Task</b>						<b>\$6,359.60</b>
Task	020	Meetings				
Fee	OK	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
		73,130.00	3.30	2,413.29	0.00	2,413.29
<b>Total Fee</b>						<b>2,413.29</b>
<b>Total this Task</b>						<b>\$2,413.29</b>
Task	030	Conceptual Illustrative Plan				
Fee	OK	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
		63,740.00	0.00	0.00	0.00	0.00

**DESIGNWORKSHOP**

Aspen • Austin • Chicago • Denver • Houston • Lake Tahoe • Los Angeles • Shanghai  
1390 Lawrence Street, Suite 100, Denver, Colorado 80204 • 303.623.5186 • 303.623.2260 (fax)

Project	005806.00	84th Streetscape Plan	Invoice	0057635
---------	-----------	-----------------------	---------	---------

<b>Total Fee</b>	<b>0.00</b>
------------------	-------------

<b>Total this Task</b>	<b>0.00</b>
------------------------	-------------

---

Task	040	Selection of Preferred Streetscape Plan
Fee		

OK	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
	55,245.00	0.00	0.00	0.00	0.00

<b>Total Fee</b>	<b>0.00</b>
------------------	-------------

<b>Total this Task</b>	<b>0.00</b>
------------------------	-------------

---

Task	099	Reimbursable Expenses
Fee		

OK	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
	33,250.00	0.2377	79.05	0.00	79.05

<b>Total Fee</b>	<b>79.05</b>
------------------	--------------

<b>Total this Task</b>	<b>\$79.05</b>
------------------------	----------------

<b>Total this Invoice</b>	<b><u>\$8,851.94</u></b>
---------------------------	--------------------------

Please include invoice number on remittance to:

1390 Lawrence Street, Suite 100, Denver, CO 80204

**APPROVED**

*APR 10-31-17*

*16-53-0303*

*Consent Agenda 11/8/17 (ph)*

**DESIGNWORKSHOP**

Aspen • Austin • Chicago • Denver • Houston • Lake Tahoe • Los Angeles • Shanghai  
 1390 Lawrence Street, Suite 100, Denver, Colorado 80204 • 303.623.5186 • 303.623.2260 (fax)

Design Workshop, Inc.  
Landscape Architecture  
Planning  
Urban Design

October 6, 2017  
Invoice No: 0057827

**Current Invoice Total \$32,561.82**

Cindy Miserez  
City of La Vista  
8116 Parkview Blvd.  
La Vista, NE 68128

Project 005806.00 84th Streetscape Plan

Professional Planning and Design Services including -

- Contract
- Scope
- Schedule
- SKO Preparation
- Client Meeting (1) Pre - SKO
- Existing Conditions data gathering & analysis

Professional Services from September 1, 2017 to September 30, 2017

Task	010	Existing Context Survey & Mapping			
Fee	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
OK	48,920.00	51.50	25,193.80	6,359.60	18,834.20
		<b>Total Fee</b>			<b>18,834.20</b>
			<b>Total this Task</b>		<b>\$18,834.20</b>

Task	020	Meetings			
Fee	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
OK	73,130.00	18.33	13,404.73	2,413.29	10,991.44
		<b>Total Fee</b>			<b>10,991.44</b>
			<b>Total this Task</b>		<b>\$10,991.44</b>

Task	030	Conceptual Illustrative Plan			
Fee	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
OK	63,740.00	0.00	0.00	0.00	0.00

**DESIGN WORKSHOP**

Aspen • Austin • Chicago • Denver • Houston • Lake Tahoe • Los Angeles • Shanghai  
1390 Lawrence Street, Suite 100, Denver, Colorado 80204 • 303.623.5186 • 303.623.2260 (fax)

Project	005806.00	84th Streetscape Plan			Invoice	0057827
		<b>Total Fee</b>				0.00
		<b>Total this Task</b>				0.00
<hr/>						
Task Fee	040	Selection of Preferred Streetscape Plan				
		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
		55,245.00	0.00	0.00	0.00	0.00
		<b>Total Fee</b>				0.00
		<b>Total this Task</b>				0.00
<hr/>						
Task Fee	099	Reimbursable Expenses				
		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
		33,250.00	8.4669	2,815.23	79.05	2,736.18
		<b>Total Fee</b>				2,736.18
		<b>Total this Task</b>				\$2,736.18
		<b>Total this Invoice</b>				<u><b>\$32,561.82</b></u>

#### Outstanding Invoices

Number	Date	Balance	Total Now Due
0057635	9/14/2017	8,851.94	
Total		8,851.94	\$41,413.76

Please include invoice number on remittance to:

1390 Lawrence Street, Suite 100, Denver, CO 80204

**APPROVED**

10-31-17  
16-53-0303

*Concent Agenda 11/8/17*

**DESIGNWORKSHOP**

Aspen • Austin • Chicago • Denver • Houston • Lake Tahoe • Los Angeles • Shanghai  
1390 Lawrence Street, Suite 100, Denver, Colorado 80204 • 303.623.5186 • 303.623.2260 (fax)

A-11

FINAL PAYMENT RECOMMENDATION ON CONTRACT FOR BIG PAPILLION CREEK SIPHON  
COVER REPAIR

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

Contractor: Mark VII Enterprises  
4028 Hamilton St.  
Omaha, NE 68131

ORIGINAL CONTRACT AMOUNT: \$72,859.10

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATION: NONE

Item Description	Approx. Quantity	Unit Price	Amount
1 Mobilization	1 LS	\$ 4,931.00 / LS	\$ 4,931.00
2 Construct Temporary Cofferdam, In Place	1 LS	\$ 1,405.00 / LS	\$ 1,405.00
3 Remove Type B & Type C Rip Rap	70 TN	\$ 54.41 / TN	\$ 3,808.70
4 Remove, Salvage & Reinstall Existing Type B & Type C Rip Rap, on Non-Woven Geotextile Fabric, In Place	30 TN	\$ 49.97 / TN	\$ 1,499.10
5 General Grading & Shaping	1 LS	\$ 7,494.00 / LS	\$ 7,494.00
6 Construct ¾"-1" Crushed Rock on Non-Woven Geotextile Fabric, In Place	110 TN	\$ 88.98 / TN	\$ 9,787.80
7 Tensar North American Green S75BN (or Approved Equal) Erosion Matting, In Place	2,400 SY	\$ 3.42 / SY	\$ 8,208.00
8 XAS Fabric Armor System, In Place	250 SY	\$ 128.69 / SY	\$ 32,172.50
9 Type A Rip Rap on Non-Woven Geotextile Fabric, In Place	10 TN	\$ 88.90 / TN	\$ 889.00
10 Seeding - Channel Mix	2,400 SY	\$ 1.11 / SY	\$ 2,664.00
<b>TOTAL AMOUNT DUE CONTRACTOR</b>			<b>\$ 72,859.10</b>

We recommend that payment in the amount of \$72,859.10 be made to Mark VII Enterprises.

Respectfully submitted,

  
Charles E. Riggs, P.E.

THOMPSON, DREESSEN & DORNER, INC.

CER/tjp

cc: Mark VII Enterprises

O.K. to pay

8MK 10-30-2017

02.42.0314

October 30, 2017

**Mayor and City Council Members**

City of La Vista  
c/o Mr. John Kottmann, P.E.  
City Engineer  
9900 Portal Road  
La Vista, Nebraska 68128

**RE: Big Papillion Creek Siphon Cover Repair**  
**TD2 File No. 171-413.26**

**CERTIFICATE OF COMPLETION**

**Mayor and Council Members:**

We hereby certify that Mark VII Enterprises has completed the construction of the Big Papillion Creek Siphon Cover Repair project in substantial compliance with the plans and specifications.

The work was satisfactorily performed and final payment is recommended.

Respectfully submitted,

**THOMPSON, DREESSEN & DORNER, INC.**

  
Charles E. Riggs, P.E.

Contract Engineer

CER/tjp

A-12

TD<sup>2</sup> File No. 171-417.17  
October 27, 2017PAYMENT RECOMMENDATION NO. 7 ON CONTRACT FOR GOLF COURSE TRANFORMATION,  
PHASE 1 GRADINGOwner: The City of La Vista, Nebraska  
8116 Park View Blvd.  
La Vista, NE 68128Contractor: Blade Masters Grounds Mntc, Inc.  
P.O. Box 167  
Bennington, NE 68007

ORIGINAL CONTRACT AMOUNT: \$1,121,368.50

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATIONS: \$ 809,020.82

Item	Description	Approx. Quantities	Unit Price	Amount
1	Mobilization	1 LS	\$ 33,000.00 / LS	\$ 33,000.00
2	Install and Maintain Construction Entrance	1 EA	\$ 9,000.00 / EA	\$ 9,000.00
3	Existing Lake Draining/Dewatering	1 EA	\$ 33,000.00 / EA	\$ 33,000.00
4	Clearing and Grubbing	1 LS	\$ 24,000.00 / LS	\$ 24,000.00
5	Exploratory Excavation	5.25 HRS	\$ 133.00 / HRS	\$ 698.25
6	Remove and Replace Topsoil (17,000 CY Moved Twice)	18,700 CY	\$ 3.00 / CY	\$ 51,600.00
7	Common Excavation with Placement on Site	29,176 CY	\$ 4.20 / CY	\$ 122,539.20
8	Lake Excavation with Placement on Site	90,958 CY	\$ 6.00 / CY	\$ 545,748.00
9	Lake Excavation with Haul Off to Contractor's Designated Site	4,268 CY	\$ 8.33 / CY	\$ 35,552.44
10	Lake Excavation with Haul Off to School Site	0 CY	\$ 6.33 / CY	\$ 0.00
11	Scarify, Recompack and Stabilize Lake Bottom	0 SY	\$ 0.40 / SY	\$ 0.00
12	Construct Temporary Crossing Over existing Storm Sewer	3 LS	\$ 1,000.00 / LS	\$ 3,000.00
13	Remove and Dispose of Debris Including Markers, Sprinkler Lines and Drains from Sand Traps	1 LS	\$ 6,000.00 / LS	\$ 6,000.00
14	Remove and Salvage Bridge	0 LS	\$ 4,500.00 / LS	\$ 0.00
15	Remove Articulated Concrete Block	0 SF	\$ 3.00 / SF	\$ 0.00
16	Remove Pump Structure Enclosure and Waterline	1 LS	\$ 2,000.00 / LS	\$ 2,000.00
17	Remove Wood Retaining Wall	187 LF	\$ 6.00 / LF	\$ 1,122.00
18	Remove Chain link Fence	70 LF	\$ 8.00 / LF	\$ 560.00
19	Remove Golf Net Pole and Base	10 EA	\$ 330.00 / EA	\$ 3,300.00
20	Remove P.C.C. Cart Path with Full Depth Saw Cut	0 SF	\$ 0.80 / SF	\$ 0.00

Payment Recommendation No. 7  
 Golf Course Transformation, Phase 1 Grading  
 October 27, 2017  
 Page 2

Item	Description	Approx. Quantities	Unit Price	Amount
21	Remove A.C.C. Cart Path	1,400 SF	\$ 0.80 / SF	\$ 1,120.00
22	Remove Rock Surfacing	0 SY	\$ 1.00 / SY	\$ 0.00
23	Remove Abandoned Water Line	0 LF	\$ 10.00 / LF	\$ 0.00
24	Remove Abandoned Sewer Line	0 LF	\$ 20.00 / LF	\$ 0.00
25	Silt Fence, in place	6,833 LF	\$ 2.75 / LF	\$ 18,790.75
26	Construct 6" P.C.C Trail	0 SF	\$ 5.00 / SF	\$ 0.00
27	Construct 9" P.C.C. Trail	0 SF	\$ 6.00 / SF	\$ 0.00
28	Place Type B Rip Rap with Geotextile Fabric	0 TON	\$ 60.00 / TON	\$ 0.00
29	Seeding and Fertilizer with Erosion Control Fabric	0 SY	\$ 1.55 / SY	\$ 0.00
30	Seeding and Fertilizer with Mulch	0 AC	\$ 2,700.00 / AC	\$ 0.00
<b>TOTAL</b>				<b>\$ 895,530.64</b>
<b>LESS 5% RETAINED</b>				<b>\$ 44,776.53</b>
<b>LESS PREVIOUS PAYMENT</b>				
<b>RECOMMENDATIONS</b>				<b><u>\$ 809,020.82</u></b>
<b>AMOUNT DUE CONTRACTOR</b>				<b>\$ 41,733.29</b>

We recommend that payment in the amount of \$41,733.29 be made to Blade Masters Grounds Mntc, Inc.

Respectfully submitted,

THOMPSON, DREESSEN & DORNER, INC.

  
 Charles E. Riggs, P.E.  
 Contract Engineer

CER/tjp

cc: Blade Masters Grounds Mntc, Inc.

OK to pay  
 10/30/17  
 05. 31. 0916.00<sup>3</sup>  
 J.C.

Concent Agenda 11/8/17 (P)

A-13

# Strategic Insights Inc.

840 Timberlake Way  
 Bellingham, WA 98229  
 (952) 994-1744 bleskee@CIPsoftware.com

Invoice No. 17Plan-It-193

## INVOICE

### Customer

Name	City of La Vista		
Address	8116 Park View Blvd		
City	La Vista	State	NE ZIP 68128
Phone	(402) 331-4343 rramirez@cityoflavista.org		

Date	9/28/2017
Cum Invoice #	193
Consultant	WL
Contact	Rita Ramirez

Units	Date / Service Description	Rate	Total
	License Renewal/Upgrade: <i>Plan-It!</i> Capital Planning Software * License period to extend for one year from date of delivery (To December 1, 2018) * 1-User Department license (Administration) * Version 5.5 for Access 2007 or later * Version 5.5 Users Guide		\$675.00

### Payment Details

- Check
- Deferred Payment
- Other

Please Make Check Payable To:

Strategic Insights Inc.

Please Remit: upon receipt

SubTotal	\$675.00
Expenses	\$0.00
Sales Tax - 0%	\$0.00
<b>TOTAL</b>	<b>\$675.00</b>

Submitted:

William Leskee

William Leskee

THANK YOU FOR RENEWING YOUR LICENSE TO PLAN-IT

Source of the *Plan-It!*© Capital Planning Software

R. Ramirez  
 01.26.0314

Consent Agenda 11/8/17 (ok)

A-14



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  
JOHN KOTTMANN  
9900 PORTAL ROAD  
LA VISTA, NE 68128

Invoice number 123256  
Date 10/26/2017  
Project 0171-417 LA VISTA PHASE 1 GOLF  
COURSE TRANSFORMATION -  
PROPOSED LAKE IMPROVEMENTS

Professional Services from September 11, 2017 through October 15, 2017

PO #17-0089

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Construction Staking	20,000.00	15,303.50	1,782.20	2,914.30
Construction Administration	4,000.00	4,000.00	0.00	0.00
Construction Observation	5,000.00	3,658.65	1,341.35	0.00
Construction Testing/Geotechnical Observation	120,000.00	25,433.76	85,329.24	9,237.00
Erosion Control Monitoring and Reporting Services	7,500.00	3,082.05	3,794.95	623.00
Grading "As-Built" Drawings	3,500.00	0.00	3,500.00	0.00
3D Visualization	3,500.00	3,500.00	0.00	0.00
Additional Design Team Meeting Attendance	2,000.00	1,986.65	13.35	0.00
Construction Phase Progress Meeting Attendance	7,500.00	3,944.25	2,672.98	882.77
Total	173,000.00	60,908.86	98,434.07	13,657.07

Invoice total 13,657.07

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
123256	10/26/2017	13,657.07	13,657.07				
	Total	13,657.07	13,657.07	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

efnk 10-31-2017

05.71.0916.003

Consent Agenda 11/8/17 (pb)



# INVOICE

**SPENCER MANAGEMENT LLC**

P.O. BOX 111623  
OMAHA, NEBRASKA 68111  
402.201.8246 (24/7) / 402.507.1920 (SALES/SERVICE)  
Email: [jmoore@spencermanagement.org](mailto:jmoore@spencermanagement.org)

INVOICE #: 1001\_HARRISON2017  
DATE: OCT 5, 2017

**BILL TO:**  
**City of LaVista**  
**9900 Portal Road**  
**LaVista, Ne 68128**

**HARRISON JOB NUMBER:  
M376(201)**

05.71.0818.DD3

Consent Agenda 11/8/17 (fb)

PLEASE SUBMIT ALL PAYMENTS BY CHECK TO:

SPENCER MANAGEMENT LLC

P.O. BOX 111623

POST BOX 444444  
OMAHA, NE 68111

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

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ELECTION OF DIRECTORS TO THE LA VISTA METROPOLITAN COMMUNITY COLLEGE BOARD OF DIRECTORS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

**SYNOPSIS**

A resolution has been prepared to designate and ratify, as well as affirm and approve the re-election of, the City's three directors of the La Vista Metropolitan Community College Board of Directors for the purposes of the Condominium Board for the public library and MCC Sarpy Center and approving actions of the directors at the 2017 Annual Meeting.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Currently, the City Council has elected the following persons to the Condominium Board:

- City Administrator
- Library Director
- Director of Public Works

It is proposed that Council designate these positions to hold a seat on the Board on behalf of the City. Additionally, the Condominium Board of Directors will hold its annual meeting on November 13, 2017, at which time the above directors will take action on behalf of the City and the resolution will ratify their actions.

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

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

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

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

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

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

City Administrator  
Library Director  
Director of Public Works

**WHEREAS**, the Association will hold its 2016 Annual Meeting on November 13, 2017, at which time and at such meeting the City's Directors shall vote on behalf of the City and in accordance with the desire of the City Council and the Mayor to nominate and re-elect the City's Director's to the Association's Board of Directors; and

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

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

City Administrator  
Library Director  
Director of Public Works

and further that their attendance, participation, voting and exercise of other rights

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

PASSED AND APPROVED THIS 8TH DAY OF NOVEMBER, 2017.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

K:\APPS\City Hall\17 FINAL RESOLUTIONS\17. MCC Condo Board Directors 11.08.17.doc

Check Date	Vendor Name	Amount	Voided
10/18/2017	ANDERSON EXCAVATING COMPANY	121,804.72	N
10/18/2017	BLADE MASTERS GROUNDS MNTNC IN	64,435.84	N
10/18/2017	CITY OF OMAHA	36,140.02	N
10/18/2017	FIRST NATIONAL BANK FREMONT	191,326.88	N
10/18/2017	HDR ENGINEERING INC	13,128.99	N
10/18/2017	KISSEL KOHOUT ES ASSOCIATES LLC	8,729.93	N
10/18/2017	OLSSON ASSOCIATES	32,617.83	N
10/18/2017	THOMPSON DREESSEN & DORNER	15,628.96	N
10/18/2017	VALUATION SERVICES	2,500.00	N
10/27/2017	BAXTER CHRYSLER JEEP DODGE-BURT	521.87	N
11/03/2017	ACCESS BANK	3,066.27	N
11/03/2017	CATERPILLAR FINANCIAL SVCS CORP	2,693.39	N
11/03/2017	ENTERPRISE FM TRUST	580.01	N
11/03/2017	LEAF CAPITAL FUNDING LLC	700.00	N
11/03/2017	MARCO INCORPORATED	159.00	N
11/03/2017	NE DEPT OF REVENUE-LOTT/51	81,550.00	N
11/03/2017	PAYFLEX SYSTEMS USA INC	296.70	N
11/03/2017	PITNEY BOWES-EFT POSTAGE	1,282.00	N
11/03/2017	TOSHIBA FINANCIAL SERVICES	127.40	N
11/03/2017	ESSENTIAL SCREENS	38.00	N
11/08/2017	3CMA MEMBERSHIP	400.00	N
11/08/2017	4 SEASONS AWARDS	9.50	N
11/08/2017	AA WHEEL & TRUCK SUPPLY INC	19.32	N
11/08/2017	ACTION BATTERIES UNLTD INC	125.70	N
11/08/2017	ALFRED BENESCH & COMPANY	3,033.00	N
11/08/2017	ALUMINUM ATHLETIC EQUIPMENT CO	11,555.00	N
11/08/2017	ANN TROE	900.00	N
11/08/2017	ARBOR DAY FOUNDATION	15.00	N
11/08/2017	ARROW TOWING OF OMAHA INC	125.00	N
11/08/2017	BAXTER CHRYSLER DODGE JEEP RAM	161.25	N
11/08/2017	BAXTER CHRYSLER JEEP DODGE-BURT	46.87	N
11/08/2017	BISHOP BUSINESS EQUIPMENT	1,454.05	N
11/08/2017	BJSA-BELLEVUE JR SPORTS ASSN	1,000.00	N
11/08/2017	BLACK HILLS ENERGY	2,562.54	N
11/08/2017	BOOT BARN	150.00	N
11/08/2017	TAYLOR CASCADEN	72.00	N
11/08/2017	CENTURY LINK	975.24	N
11/08/2017	CENTURY LINK BUSN SVCS	193.04	N
11/08/2017	CHRIS MADDEN	300.00	N
11/08/2017	CITY OF PAPILLION	185,080.09	N
11/08/2017	COMP CHOICE INC	1,317.50	N
11/08/2017	CONSOLIDATED MANAGEMENT	786.40	N
11/08/2017	COX COMMUNICATIONS	423.31	N
11/08/2017	CULLIGAN OF OMAHA	8.00	N
11/08/2017	DATASHIELD CORPORATION	26.50	N
11/08/2017	DOG WASTE DEPOT	299.95	N
11/08/2017	DOUGLAS COUNTY SHERIFF'S OFC	437.50	N
11/08/2017	DULTMEIER SALES & SERVICE	2.58	N
11/08/2017	LIONHEART ENTERPRISES LLC	908.46	N
11/08/2017	EDGEWEAR SCREEN PRINTING	1,149.55	N
11/08/2017	EXPRESS DISTRIBUTION LLC	147.98	N
11/08/2017	FIRST WIRELESS INC	15.00	N
11/08/2017	FITZGERALD SCHORR BARMETTLER	56,291.36	N
11/08/2017	VOID	0.00	Y
11/08/2017	FOCUS PRINTING	7,985.08	N
11/08/2017	GALE	293.13	N
11/08/2017	GENUINE PARTS COMPANY-OMAHA	1,221.49	N
11/08/2017	GRAINGER	87.06	N
11/08/2017	GRAYBAR ELECTRIC COMPANY INC	109.20	N
11/08/2017	GREAT PLAINS UNIFORMS	117.00	N

User: AHultberg

DB: La Vista

Check #

Check Date

Vendor Name

Amount

Voided

125418	11/08/2017	GREENKEEPER COMPANY INC	618.00	N
125419	11/08/2017	H & H CHEVROLET LLC	283.14	N
125420	11/08/2017	DEBRA HALE	279.50	N
125421	11/08/2017	HANEY SHOE STORE	277.99	N
125422	11/08/2017	HARROD, RAYMOND	343.00	N
125423	11/08/2017	HEARTLAND PAPER	70.00	N
125424	11/08/2017	HEIMES CORPORATION	102.24	N
125425	11/08/2017	CHRISTINE HOIT	34.00	N
125426	11/08/2017	HOME DEPOT CREDIT SERVICES	833.03	N
125427	11/08/2017	HOTSY EQUIPMENT COMPANY	4,105.00	N
125428	11/08/2017	HUNDEN STRATEGIC PARTNERS	4,992.50	N
125429	11/08/2017	HY-VEE INC	55.88	N
125430	11/08/2017	ICMA RETIREMENT CORPORATION	3,400.00	N
125431	11/08/2017	INDUSTRIAL SALES COMPANY INC	37.83	N
125432	11/08/2017	INGRAM LIBRARY SERVICES	133.86	N
125433	11/08/2017	INTERSTATE POWER SYSTEMS INC	6.75	N
125434	11/08/2017	IVERSON, DENNIS	60.00	N
125435	11/08/2017	JOHNSTONE SUPPLY CO	100.72	N
125436	11/08/2017	KIMBALL MIDWEST	140.05	N
125437	11/08/2017	MARK A KLINKER	200.00	N
125438	11/08/2017	KRIHA FLUID POWER CO INC	102.77	N
125439	11/08/2017	LA VISTA COMMUNITY FOUNDATION	60.00	N
125440	11/08/2017	LAUSTEN, ROBERT S	85.84	N
125441	11/08/2017	LOGAN CONTRACTORS SUPPLY	417.89	N
125442	11/08/2017	LOWE'S CREDIT SERVICES	208.95	N
125443	11/08/2017	MAPA-METRO AREA PLANNING AGNC	240.00	N
125444	11/08/2017	MATHESON TRI-GAS INC	114.45	N
125445	11/08/2017	MAXI WALKER UNIFORM RENTAL	981.68	N
125446	11/08/2017	VOID	0.00	Y
125447	11/08/2017	MENARDS-RALSTON	606.30	N
125448	11/08/2017	METRO AREA TRANSIT	542.00	N
125449	11/08/2017	METROPOLITAN UTILITIES DIST.	5,727.41	N
125450	11/08/2017	VOID	0.00	Y
125451	11/08/2017	VOID	0.00	Y
125452	11/08/2017	MIDLANDS BUSINESS JOURNAL	150.00	N
125453	11/08/2017	MIDLANDS LIGHTING & ELECTRIC	61.80	N
125454	11/08/2017	MIDWEST TURF & IRRIGATION	130.44	N
125455	11/08/2017	MNU TECHNOLOGIES DIRECT INC	16,660.00	N
125456	11/08/2017	MULHALL'S	1,519.96	N
125457	11/08/2017	MUNICIPAL PIPE TOOL CO LLC	2,694.23	N
125458	11/08/2017	NATIONAL EVERYTHING WHOLESALE	176.91	N
125459	11/08/2017	NEBRASKA ENVIRONMENTAL PRODS	355.00	N
125460	11/08/2017	NEBRASKA LAW ENFORCEMENT	720.00	N
125461	11/08/2017	NEBRASKA SALT & GRAIN COMPANY	6,775.01	N
125462	11/08/2017	NLA/NEMA CONFERENCE	680.00	N
125463	11/08/2017	NMC EXCHANGE LLC	47.81	N
125464	11/08/2017	NPZA-NE PLANNING/ZONING ASSN	70.00	N
125465	11/08/2017	O'REILLY AUTOMOTIVE STORES INC	128.93	N
125466	11/08/2017	OFFICE DEPOT INC	1,963.09	N
125467	11/08/2017	VOID	0.00	Y
125468	11/08/2017	OMAHA PUBLIC POWER DISTRICT	9,102.41	N
125469	11/08/2017	VOID	0.00	Y
125470	11/08/2017	OMAHA WORLD-HERALD	80.08	N
125471	11/08/2017	PAPILLION SANITATION	291.04	N
125472	11/08/2017	PAYLESS OFFICE PRODUCTS INC	567.22	N
125473	11/08/2017	PLAINS EQUIPMENT GROUP	354.83	N
125474	11/08/2017	PLUTA, DON	88.00	N
125475	11/08/2017	POLICE CHIEF'S ASSN OF NEBR	50.00	N
125476	11/08/2017	PROJECT EXTRA MILE	140.00	N
125477	11/08/2017	PUBLIC AGENCY TRAINING COUNCIL	595.00	N

User: AHultberg

DB: La Vista

Check #

Check #	Check Date	Vendor Name	Amount	Voided
125478	11/08/2017	QUICK, TERRILYN	279.50	N
125479	11/08/2017	RAINBOW GLASS & SUPPLY	197.00	N
125480	11/08/2017	RALSTON ADVERTISING	461.16	N
125481	11/08/2017	READY MIXED CONCRETE COMPANY	3,037.70	N
125482	11/08/2017	RETRIEVEX	151.49	N
125483	11/08/2017	SAPP BROS PETROLEUM INC	80.00	N
125484	11/08/2017	SARPY COUNTY COURTHOUSE	4,100.03	N
125485	11/08/2017	SARPY COUNTY TREASURER	3,171.25	N
125486	11/08/2017	SCARPA, DAN	72.00	N
125487	11/08/2017	SCHEMMER ASSOCIATES INC	3,056.06	N
125488	11/08/2017	SCHLEGEL, JEREMY	72.00	N
125489	11/08/2017	SIGN IT	2,317.00	N
125490	11/08/2017	SIRCHIE FINGER PRINT LABS	98.40	N
125491	11/08/2017	SOUTHERN UNIFORM & EQUIPMENT	615.34	N
125492	11/08/2017	SPENCER FANE LLP	6,103.00	N
125493	11/08/2017	SPRINT	119.97	N
125494	11/08/2017	SUBURBAN NEWSPAPERS INC	43.00	N
125495	11/08/2017	SUCCESS ENTERPRISES	750.00	N
125496	11/08/2017	SUSAN G KOMEN NEBRASKA	180.00	N
125497	11/08/2017	TRACTOR SUPPLY CREDIT PLAN	259.95	N
125498	11/08/2017	U.S. CELLULAR	703.00	N
125499	11/08/2017	UHE, ROBERT	72.00	N
125500	11/08/2017	UNITED DISTRIBUTORS INC	76.19	N
125501	11/08/2017	UPS STORE	114.92	N
125502	11/08/2017	VERIZON WIRELESS	129.13	N
125503	11/08/2017	WAL-MART COMMUNITY BRC	1,779.56	N
125504	11/08/2017	WESTLAKE HARDWARE INC NE-022	1,699.37	N
125505	11/08/2017	WHITE CAP CONSTR SUPPLY/HDS	141.96	N
TOTAL:			955,575.98	

APPROVED BY COUNCIL MEMBERS ON: 11/08/2017

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

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

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
BOND ISSUANCE - PUBLIC INFRASTRUCTURE IMPROVEMENTS	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	CINDY MISEREZ FINANCE DIRECTOR

**SYNOPSIS**

An ordinance has been prepared to authorize the issuance of tax supported improvement bonds, Series 2017 in a principal amount not to exceed \$20 million to pay the costs of constructing public improvements in the 84<sup>th</sup> Street Redevelopment Project Area.

**FISCAL IMPACT**

The City will act as the dispersing agent for the bond issue, which will not exceed \$20 million.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On July 19, 2016, the City Council authorized the issuance of Bond Anticipation notes in the amount of \$11,250,000 to provide interim financing for public infrastructure projects within the 84<sup>th</sup> Street Redevelopment project area. The recommended sales tax revenue bonds will call the Bond Anticipation Notes and provide funding for:

- Phase 1 Public Infrastructure Improvements
- Phase 2 Intersections & 84<sup>th</sup> Street Overlay
- OPPD Transmission Line Relocation
- Golf Course Phase 1 grading
- 83<sup>rd</sup> Street Rehabilitation
- Project Management Fees
- Legal Fees

The engineer's estimated cost of said improvements and the call of Bond Anticipation Notes is \$18.9 million, which will be financed through issuance of Sales Tax Revenue bonds by the City. Such bonds will be paid for using Sales Tax revenue.

A complete copy of all supporting documents are on file in the office of the City Clerk.

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

AN ORDINANCE AUTHORIZING THE ISSUANCE OF TAX SUPPORTED IMPROVEMENT BONDS, SERIES 2017, OF THE CITY OF LA VISTA, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY MILLION DOLLARS (\$20,000,000) FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING PUBLIC INFRASTRUCTURE IMPROVEMENTS IN THE 84<sup>TH</sup> STREET REDEVELOPMENT PROJECT AREA; PRESCRIBING THE FORM OF SAID BONDS; PLEDGING FUNDS TO BE RECEIVED BY A SALES AND USE TAX AND OTHER SOURCES OF FUNDS FOR THE PAYMENT OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF SAID TAXES TO PAY THE SAME; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF BOND PROCEEDS; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

BE IT RESOLVED 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 (as defined in section 77-27,142 of the Act) in the 84<sup>th</sup> Street Redevelopment Project Area (collectively, the "Project"), 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) The City is authorized to issue bonds pursuant to the Act to provide financing for the Project and to pledge receipts of the Tax and dedicate a portion of its property tax levy authority as provided in Section 77-3442, Neb. R.S. Supp. 2015 for payment of such bonds.
- (e) All conditions, acts and things required to exist or to be done precedent to the issuance of Tax Supported Improvement Bonds, Series 2017, (or such other title as determined in a Designation as described below, the "Bonds") of the City of La Vista, Nebraska, in one or more series in the aggregate principal amount of not to exceed Twenty Million Dollars (\$20,000,000) pursuant to the Act to provide financing for a portion of the cost of the Project do exist and have been done as required by law.

Section 2. (a) To provide funds for the purpose of paying the costs of the Project as set forth in Section 1 hereof, there shall be and there are hereby ordered issued the Tax Supported Improvement Bonds of the City in one or more series, in the aggregate stated principal amount of not to exceed Twenty Million Dollars (\$20,000,000); provided, however, such amount may be increased as necessary to the extent the Bonds are sold at a net original issue discount.

(b) The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the "Underwriter"). In connection with such sale, the Mayor, City Administrator, City Clerk or City Treasurer (each, an "Authorized Officer") are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a "Designation"), the following with respect to the Bonds: (i) the aggregate purchase price of the Bonds and the underwriting discount which shall not exceed 3.00% of the aggregate stated principal amount thereof, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) for each series, the title, dated date, aggregate principal amount (which aggregate stated principal amount shall not exceed \$20,000,000; provided, however, such amount may be increased as necessary to the extent the Bonds are sold at a net original issue discount), and the final maturity date, which shall not be later than December 31, 2043, (iv) the principal amounts maturing in each year and whether maturities will be issued as serial or term bonds (v) the rate or rates of interest to be borne by each principal maturity, and any original issue premium or original issue discount, provided that the true interest cost of the Bonds shall not exceed 4.50%, (vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (ix) the designation of the Paying Agent and Registrar and the form and content of any agreement between the City and such entity (x) the certain maturities of Bonds (the "Insured Bonds") to be insured by the Assured Guaranty Municipal Corp. (the "Bond Insurer") as determined pursuant to section 15 of this Ordinance and the terms and provisions of any such bond insurance policy, and (xi) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

(c) The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be date of original delivery. Interest on the Bonds, at the respective rates for each maturity, shall be payable semi-annually on January and July of each year beginning July 15, 2018 (or such other dates as may be determined in the Designation, each an "Interest Payment Date"), and the Bonds shall bear 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 fifteenth day immediately preceding the Interest Payment Date (the "Record Date"), subject to the provisions of Section 4 hereof. The Bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be as directed by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity or earlier redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with unpaid accrued interest thereon, shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to said Paying Agent and Registrar. The City and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 3. First National Bank of Omaha, Fremont, Nebraska, is hereby designated to serve as Paying Agent and Registrar for the Bonds, provided that the City reserves the right to designate a bank or trust company to serve in such capacity and upon such agreed terms as may be determined in the Designation by one or more Authorized Officers or at any time by the Mayor at the Mayor's discretion. If a bank or trust company is designated, such bank or trust company shall serve as Paying Agent and Registrar 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, the form of which is hereby approved. The Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City in the form as an Authorized Officer shall deem appropriate on behalf of the City. The

Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Bonds at its office. The names and registered addresses of registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of said Paying Agent and Registrar by surrender of such bond 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 at its office (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 Bond or Bonds of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this ordinance, one such bond may be transferred for several such bonds of the same interest rate and maturity, and for a like aggregate principal amount, and several such bonds may be transferred for one or several such bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. All Bonds issued upon transfer of the Bonds so surrendered shall be valid obligations of the City evidencing the same obligation as the Bonds surrendered and shall be entitled to all the benefits and protection of this Ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City as said Paying Agent and Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 4. In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 5. Bonds shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of original issue thereof at par plus accrued interest on the principal amount redeemed to the date fixed for redemption (or such other date as may be determined in the Designation). The City may select the Bonds to

be redeemed for optional redemption in its sole discretion. Bonds for mandatory redemption shall be selected by the Paying Agent and Registrar using any random method of selection determined appropriate by the Paying Agent and Registrar. Bonds redeemed pursuant to the requirements for mandatory redemption shall be redeemed at par plus accrued interest on the principal amount redeemed. The Bonds shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Bonds redeemed in part only shall be surrendered to said Paying Agent and Registrar in exchange for a new Bond evidencing the unredeemed principal thereof. Notice of redemption of any Bond called for redemption shall be given, at the direction of the City in the case of optional redemption and without further direction in the case of mandatory redemption, by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by maturity or otherwise, the date of original issue, series and the date fixed for redemption and shall state that such Bond or Bonds are to be presented for prepayment at the office of said Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the City designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Bond for which defective notice has been given.

Section 6. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in La Vista, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 7. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA

STATE OF NEBRASKA  
COUNTY OF SARPY

TAX SUPPORTED IMPROVEMENT BOND OF  
THE CITY OF LA VISTA, NEBRASKA  
SERIES 2017

No. R-\_\_

\$

<u>Interest Rate</u> %	<u>Maturity Date</u> _____	<u>Date of Original Issue</u> _____, 2017	<u>CUSIP</u>
---------------------------	-------------------------------	--	--------------

**Registered Owner:** Cede & Co.  
13-2555119

**Principal Amount:**

KNOW ALL PERSONS BY THESE PRESENTS: That the City of La Vista, Nebraska, hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above 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 on \_\_\_\_\_, 201\_\_\_\_\_, and semiannually thereafter on \_\_\_\_\_ and \_\_\_\_\_ of each year (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 bond is payable upon presentation and surrender of the bond at the office of First National Bank of Omaha, Fremont, Nebraska, as Paying Agent and Registrar. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding the Interest Payment Date, to such owner's registered address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purposes become available.

This bond is one of an issue of fully registered bonds of the total principal amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), of even date and like tenor except as to date of maturity, rate of interest and denomination which were issued by the City to pay the costs of constructing public infrastructure improvements in the 84th Street Redevelopment Project Area. This bond and the bonds of this issue were authorized at an election duly called and held in conjunction with the Statewide Primary Election on May 13, 2014, 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 for payment of costs of the Project. The issuance of this bond and the bonds of this issue has been authorized by proceedings duly had and Ordinance No. \_\_\_\_\_ (the "Ordinance") legally passed and approved by the Mayor and City Council of said City on \_\_\_\_\_, 2017.

All Bonds of this issue are subject to redemption at the option of the City, in whole or in part, at any time on or after five years after the date of delivery, at par plus interest accrued on the principal amount redeemed to the date fixed for redemption.

Notice of redemption shall be given by mail to the registered owner of any bond to be redeemed at said registered owner's address in the manner specified in the Ordinance authorizing said issue of bonds. Individual bonds may be redeemed in part but only in \$5,000 amounts or integral multiples thereof.

This bond is transferable by the registered owner or such owner's attorney duly authorizing in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Ordinance authorizing said issue of bonds, subject to the limitations therein prescribed. The City, the Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

If the date for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of La Vista, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

For the prompt payment of the principal and interest on this bond and the other bonds of the same issue, as described in the Ordinance, the City of La Vista, Nebraska, has pledged funds received and to be received from revenues from a ½ cent sales and use tax as described in the Ordinance (the "Tax"), with receipts from such tax to be allocated by the City to payment of principal and interest as the same fall due. In addition, the City has covenanted and agreed in the Ordinance that it shall designate a portion of its property tax authority pursuant to Section 77-3442, Neb. R.S. Supp. 2015, in such amount as will provide funds which, together with receipts from the Tax as pledged to the payment of such principal and interest and any other money made available and used for such purpose, will be sufficient to make payment of the principal of and interest on this bond and the other bonds of the same issue as the same fall due.

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 BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND 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 BOND 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 BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREOF 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.

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 bond did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said City, including this bond, does not exceed any limitation imposed by law.

This bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Mayor and City Council of the City of La Vista, Nebraska, have caused this bond 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.

THE CITY OF LA VISTA, NEBRASKA

(facsimile signature)

ATTEST:

Mayor

(facsimile signature)  
City Clerk

(SEAL)

#### CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds authorized by Ordinance of the Mayor and City Council of the City of La Vista, Nebraska, described in the foregoing bond.

FIRST NATIONAL BANK OF OMAHA,  
as Paying Agent and Registrar

By:

Authorized Signature

**[STATEMENT OF INSURANCE]**

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on the Bonds maturing \_\_\_\_\_, 20\_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_, inclusive (the "Insured Bonds"), to \_\_\_\_\_, \_\_\_\_\_, or its successor, as paying agent for the Insured Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.]

**(Form of Assignment)**

For value received hereby sells, assigns and transfers unto (Social Security or Taxpayer I.D. No. ) the within bond and hereby irrevocably constitutes and appoints , attorney, to transfer the same on the books of registration in the office of the within-mentioned Paying Agent and Registrar with full power of substitution in the premises.

Dated:

**Registered Owner(s)**

**Signature Guaranteed**

By

**Authorized Officer(s)**

Note: The signature(s) on this assignment MUST CORRESPOND with the name(s) as written on the face of the within bond in every particular, without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

Section 8. Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and City Clerk of the City. The Bonds shall be issued initially as "book-entry-only" bonds using the services of The Depository Trust Company (the "Depository"), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of representations (the "Letter of Representations") in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as "book-entry-only" bonds, 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 Bonds as securities depository (each, a "Bond Participant") or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds 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 Bonds,

(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 Bonds, 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 Bonds.

The Paying Agent and Registrar shall make payments with respect to the Bonds 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 Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, 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 Bonds 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 Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the Bond Participants and/or Beneficial Owners of the Bonds 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 bond certificates representing the Bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the

Bonds 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 Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Series 2017 Bonds 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 Bond unless and until such partially redeemed Bond 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 Bond as is then outstanding and all of the Bonds 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 or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of bond certificates for issuance upon 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 bond certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of bond certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond 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 Bond. After being executed by the Mayor and City Clerk, said Bonds shall be delivered to the Treasurer of the City who shall be responsible therefor under his/her official bond and such Treasurer shall maintain a record of information with respect to said Bonds in accordance with the requirements of Section 10-140, R.R.S. Neb, 2012, as amended, and shall cause the same to be filed with the Auditor of Public Accounts of the State of Nebraska. The Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City

Treasurer, who is authorized to deliver them to the Underwriter, as initial purchaser thereof, upon receipt of the purchase price thereof plus accrued interest thereon to date of payment of the Bonds. Such initial purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The Underwriter and its agents, representatives and counsel (including 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 Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing. The Bond Purchase Agreement (the "Purchase Agreement") to be entered into between the City and the Underwriter with respect to the purchase of the Bonds from the City, in such form as the Authorized Officer executing the Purchase Agreement shall in the exercise of his or her own independent judgment and absolute discretion determine to be necessary, proper, appropriate, advisable, or desirable in order to effectuate the issuance, sale, and delivery of the Bonds, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 9. The City Clerk is directed to make and certify a transcript or transcripts of the proceedings of the Mayor and City Council precedent to the issuance of said Bonds, a copy of which shall be delivered to the Underwriter.

Section 10. The proceeds of the Bonds shall be applied to the costs of the Project as described in Section 1 hereof, including payment of any related warrant indebtedness and issuance expenses for the Bonds. Pending such application the City Treasurer shall hold such proceeds.

Section 11. The Bonds are special obligations of the City payable from, and secured as to the payment of principal and interest by a pledge of the additional  $\frac{1}{2}$  cent sales and use tax imposed pursuant to Ordinance No. 1216 (as described and defined in Section 1 hereof as the "Tax"). The City hereby pledges the Tax to the payment of the principal of and interest on the Bonds. The City hereby further agrees that it shall dedicate such portion of its property tax levy authority (as provided in Section 77-3442, Neb. R.S.Supp. 2015) as is necessary to provide funds which, together with receipts from the Tax as pledged to the payment of the Bonds and any other monies made available and used for such purpose, will be sufficient to pay the principal of and interest on the Bonds as the same fall due (including mandatory sinking fund redemptions). The pledge of the Tax provided for in this Section 11 for the Bonds shall not prevent the City from otherwise applying receipts from the Tax in any year so long as

---

sufficient receipts from such fund have been set aside for the payment of principal and interest falling due in such year on the Bonds. In addition, the City further reserves the right to issue additional bonds payable on par with the Bonds equally and ratably secured by a pledge of receipts from the Tax.

Section 12. The Mayor and City Council hereby authorize the Authorized Officers, or each individually, to approve and deem final, within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, a Preliminary Official Statement with respect to the Bonds and the information therein contained and to approve and deliver a final Official Statement for and on behalf of the City. The Authorized Officers, or any one or more of them, are hereby further authorized to take any and all actions and enter into any and all agreements and execute any documents deemed necessary or appropriate in connection with the issuance and sale of the Bonds, and any such actions previously taken are hereby ratified and confirmed.

Section 13. The City hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Bonds, 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 resolution, 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 Bond (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 14. The City hereby covenants with the purchasers and holders of the Bonds herein authorized that it will make no use of the proceeds of said issue, including monies held in any sinking fund for the payment of principal and interest on said Bonds, which would cause said Bonds to be arbitrage bonds within the meaning of Sections 103 and 148 and other related sections of the Internal Revenue Code of 1986, as amended (the "Code"), and further covenants to comply with said Sections 103 and 148 and related sections and all applicable regulations thereunder throughout the term of said issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax exempt status (as

to taxpayers generally) of interest payable on the Bonds. The City hereby authorizes the Authorized Officers, or any one or more of them, as, if and to the extent appropriate, to designate the Bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenant and warrant on behalf of the City that the City does not reasonably expect to issue tax-exempt bonds or other tax-exempt interest bearing obligations aggregating in principal amount more than \$10,000,000 during the calendar year in which the Bonds are issued (taking into consideration the exception for current refunding issues). The City agrees to take all further actions, if any, necessary and appropriate to qualify the Bonds herein authorized as such "qualified tax-exempt obligations" as and to the extent permitted by law.

Section 15. The Authorized Officers are authorized to enter into an insurance policy (the "Bond Insurance Policy") issued by the Bond Insurer guaranteeing the scheduled payment of the principal of and interest on the Insured Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the following provisions shall be applicable to any bonds designated as Insured Bonds:

(a) The Bond Insurer is a third party beneficiary to this Ordinance.

(b) No modification, amendment or supplement to this Ordinance shall become effective except upon obtaining the prior written consent of the Bond Insurer.

(c) The City shall send copies of any modification or amendment to this Ordinance to Moody's Investors Service at least 10 days prior to the effective date thereof.

(d) The rights granted to the Bond Insurer under this Ordinance to request, consent to or direct any action are rights granted to the Bonds Insurer in consideration of its issuance of the Bond Insurance Policy. Any exercise by the Bond Insurer of such rights is merely an exercise of the Bond Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit or on behalf of the Bondholders nor does such action evidence any position of the Bond Insurer, positive or negative, as to whether Bondholder consent is required in addition to consent of the Bond Insurer.

(e) Amounts paid by the Bond Insurer under the Bond Insurance Policy shall not be deemed paid for purposes of this Ordinance and shall remain outstanding and continue to be due and owing until paid by the City in accordance with this Ordinance.

(f) Claims upon the Bond Insurance Policy and payments by and to the Bond Insurer shall be made in accordance with the following provisions:

If, on the third business day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Paying Agent, after making all transfers and deposits required under this Ordinance, moneys sufficient to pay the principal of and interest on the Insured Bonds due on such Payment Date, the Paying Agent shall give notice to the Bond Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such business day. If, on the second business day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Insured Bonds due on such Payment Date, the Paying Agent shall make a claim under the Insurance Policy and give notice to the Bond Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the

allocation of such deficiency between the amount required to pay interest on the Insured Bonds and the amount required to pay principal of the Insured Bonds, confirmed in writing to the Bond Insurer and the Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second business day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy.

The Paying Agent shall designate any portion of payment of principal on Insured Bonds paid by the Bond Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Insured Bonds registered to the then current Bondholder, whether DTC or its nominee or otherwise, and shall issue a replacement Insured Bond to the Bond Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Paying Agent's failure to so designate any payment or issue any replacement Insured Bond shall have no effect on the amount of principal or interest payable by the Issuer on any Insured Bond or the subrogation rights of the Bond Insurer.

The Paying Agent shall keep a complete and accurate record of all funds deposited by the Bond Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Insured Bond. The Bond Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Paying Agent.

Upon payment of a claim under the Insurance Policy, the Paying Agent shall establish a separate special purpose trust account for the benefit of Bondholders referred to herein as the "**Policy Payments Account**" and over which the Paying Agent shall have exclusive control and sole right of withdrawal. The Paying Agent shall receive any amount paid under the Insurance Policy in trust on behalf of Bondholders and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Paying Agent to Bondholders in the same manner as principal and interest payments are to be made with respect to the Insured Bonds under the sections hereof regarding payment of Insured Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the City agrees to pay to the Bond Insurer (i) a sum equal to the total of all amounts paid by the Bond Insurer under the Insurance Policy (the "**Insurer Advances**"); and (ii) interest on such Insurer Advances from the date paid by the Bond Insurer until payment thereof in full, payable to the Bond Insurer at the Late Payment Rate per annum (collectively, the "**Insurer Reimbursement Amounts**"). "**Late Payment Rate**" means the lesser of (A) the greater of (1i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (2) the then applicable highest rate of interest on the Insured Bonds and (B) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The City hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of the Revenues and payable from such Revenues on a parity with debt service due on the Insured Bonds.

Funds held in the Policy Payments Account shall not be invested by the Paying Agent and may not be applied to satisfy any costs, expenses or liabilities of the Paying Agent. Any funds remaining in the Policy Payments Account following a Insured Bond payment date shall promptly be remitted to the Bond Insurer.

(g) The Bond Insurer shall, to the extent it makes any payment of principal of or interest on the Insured Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy.

(h) The City shall pay or reimburse the Bond Insurer any and all charges, fees, costs and expenses which the Bond Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in this

Ordinance; (ii) the pursuit of any remedies under this Ordinance or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, this Ordinance whether or not executed or completed, (iv) the violation by the City of any law, rule or regulation, or any judgment, order or decree applicable to it or (v) any litigation or other dispute in connection with this Ordinance or the transactions contemplated hereby, other than amounts resulting from the failure of the Bond Insurer to honor its obligations under the Insurance Policy. The Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Ordinance.

(i) The Bond Insurer shall be entitled to pay principal or interest on the Insured Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the City (as such terms are defined in the Bond Insurance Policy) and any amounts due on the Insured Bonds as a result of acceleration of the maturity thereof in accordance with this Ordinance, whether or not the Bond Insurer has received a Notice of Nonpayment (as such terms are defined in the Bond Insurance Policy) or a claim upon the Bond Insurance Policy.

(j) The notice address of the Bond Insurer is: Assured Guaranty Municipal Corp, 31 West 52<sup>nd</sup> Street, New York, New York, 10019, Attention: Managing Director - Surveillance, Re: Policy No. 214971-N, Telephone: (212) 974-0100, Telecopier (212) 581-3268. In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(k) The Bond Insurer shall be provided with the following information:

(i) Annual audited financial statements within 150 days after the end of the City's fiscal year (together with a certification of the City that it is not aware of any default or Event of Default under this Ordinance), and the City's annual budget within 30 days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time;

(ii) Notice of any default known to the City within five business days after knowledge thereof;

(iii) Prior notice of the advance refunding or redemption of any of the Insured Bonds, including the principal amount, maturities and CUSIP numbers thereof;

(iv) Notice of the resignation or removal of the Paying Agent and Bond Registrar and the appointment of, and acceptance of duties by, any successor thereto;

(v) Notice of the commencement of any proceeding by or against the City commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");

(vi) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Insured Bonds;

(vii) A full original transcript of all proceedings relating to the execution of any amendment or supplement to this Ordinance; and

(viii) All reports, notices and correspondence to be delivered to Bondholders under the terms of this Ordinance.

(l) To accomplish defeasance of the Insured Bonds, the City shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Bond Insurer (the "Accountant") verifying the sufficiency of the escrow established to pay the Insured Bonds in full on the maturity or redemption date (the "Verification"), (ii) an Escrow Deposit Agreement (which shall be acceptable in form and substance to the Insurer), (iii) an opinion of nationally recognized bond counsel to the effect that the Insured Bonds are no longer "Outstanding" under the Ordinance and (iv) if there is a Paying Agent for the Insured Bonds

a certificate of discharge of the Paying Agent with respect to the Insured Bonds; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the City, the Paying Agent and the Bond Insurer. The Bond Insurer shall be provided with final drafts of the above-referenced documentation not less than five business days prior to the funding of the escrow.

(m) The maturity of the Insured Bonds shall not be accelerated without the consent of the Bond Insurer and in the event the maturity of the Insured Bonds is accelerated, the Bond Insurer may elect, in its sole discretion, to pay accelerated principal and interest accrued on such principal to the date of acceleration (to the extent unpaid by the City) and the Paying Agent shall accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided above, the Bond Insurer's obligations under the Bond Insurance Policy with respect to such Insured Bonds shall be fully discharged.

(n) The prior written approval of the Bond Insurer is required if the City exercises any provision of this Ordinance permitting the purchase of Insured Bonds in lieu of redemption if any Insured Bond so purchased is not cancelled upon purchase.

(o) The City shall provide the Bond Insurer with such additional information as the Bond Insurer may reasonably request.

(p) The City will permit the Bond Insurer to discuss the affairs, finances and accounts of the City or any information or any information the Bond Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the Bond Insurer and will use commercially reasonable efforts to enable the Bond Insurer to have access to the facilities, books and records of the City on any business day upon reasonable prior notice.

(q) Notwithstanding satisfaction of the other conditions to the issuance of Parity Bonds set forth herein, no Parity Bonds shall be issued if an event of default (or any event which, once all notice or grace period have passed, would constitute an event of default) exists unless such default shall be cured upon such issuance.

(r) The Bond Insurer shall be deemed to be the sole holder of the Insured Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the owners of the Insured Bonds are entitled to take in the event of a default. In furtherance thereof and as a term of the Ordinance and each Insured Bond, the Registrar and each Owner appoint the Bond Insurer as their agent and attorney-in-fact and agree that the Bond Insurer may at any time during the continuation of any proceeding by or against the Issuer under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Registrar and each Owner delegate and assign to the Insurer, to the fullest extent permitted by law, the rights of the Registrar and each Owner in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding.

Section 16. The City's obligations under this Ordinance with respect to any or all of the Bonds herein authorized shall be fully discharged and satisfied as to any or all of such Bonds and any such Bond shall no longer be deemed to be outstanding hereunder if such Bond has been purchased by the City and canceled or when the payment of principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof, (b) shall have been provided for by depositing with a national or state bank having trust powers, or trust company, in trust, solely

for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations (including obligations issued or held in book entry form on the books of the Department of Treasury of the United States of America) of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America (herein referred to as "U.S. Government Obligations") in such amount and bearing interest payable and maturing or redeemable at stated fixed prices at the option of the holder as to principal, at such time or times, as will ensure the availability of sufficient money to make such payments; provided, however, that with respect to any Bond to be paid prior to maturity, the City shall have duly called such Bond for redemption and given notice of such redemption as provided by law or made irrevocable provision for the giving of such notice. Any money so deposited with such bank or trust company in excess of the amount required to pay principal of and interest on the Bonds for which such monies or U.S. Government Obligations were deposited shall be paid over to the City as and when collected.

Section 16. This Ordinance shall be published in pamphlet form and shall be in force and take effect from and after its adoption as provided by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

\_\_\_\_\_  
Mayor

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

\_\_\_\_\_  
[SEAL]

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

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
60 – DAY EXTENSION TO RECORD A FINAL PLAT – LOTS 1-5 HEIMES (NW OF 145 <sup>TH</sup> & MEADOWS BLVD.)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT

**SYNOPSIS**

A request has been received for Council to consider granting a 60-day extension to the requirement for filing a final plat within 90 days for the replat of Lot 2, Lakeview South II Replat 6 & S 1551.37 of Tax Lot 4 23-14-11 to be replatted as Lots 1-5 Heimes, generally located northwest of 145<sup>th</sup> Street and Meadows Blvd.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On July 5, 2017, City Council approved of the final plat for Lot 2, Lakeview South II Replat 6 & S 1551.37 of Tax Lot 4 23-14-11 to be replatted as Lots 1-5 Heimes. The property owners, TC Accomodator 115, LLC and LB Southwest, LLC, have been working with Sarpy County to finalize a sewer connection agreement. The subdivision agreement requires the sewer connection agreement to be submitted prior to the City releasing the final plat for recording at the Register of Deeds office however the City also has a requirement to file the plat within 90 days of approval. The applicant is requesting a 60-day extension of the filing deadline.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, GRANTING APPROVAL OF A 60-DAY EXTENSION TO RECORD THE FINAL PLAT FOR LOT 2 LAKEVIEW SOUTH II REPLAT 6 & S 1551.37 FT OF TAX LOT 4, SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA, TO BE REPLATTED AS LOTS 1-5, HEIMES, A SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6<sup>TH</sup> P.M., IN SARPY COUNTY, NEBRASKA.

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

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

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

PASSED AND APPROVED THIS 8TH DAY OF NOVEMBER 2017.

**CITY OF LA VISTA**

---

**Douglas Kindig, Mayor**

ATTEST:

---

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

**CITY OF LA VISTA**  
**LA VISTA COMMUNITY DEVELOPMENT AGENCY REPORT**  
**NOVEMBER 8, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
DESIGN & CONST. PHASE ENGINEERING AGREEMENT-AMENDMENT NO. 1 FOR SITE PREPARATION- 84 <sup>TH</sup> ST REDEVELOPMENT AREA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared authorizing the execution of Amendment No. 1 to a Professional Services Agreement with Olsson Associates (OA) for site preparation in the 84<sup>th</sup> Street Redevelopment area for an additional amount not to exceed \$32,000.

**FISCAL IMPACT**

The FY17/18 Biennial Budget Capital Improvement Program provides funding for this Project.

**RECOMMENDATION**

Approval

**BACKGROUND**

At the June 21, 2016 City Council meeting, the initial agreement with Olsson Associates for engineering services on this project was approved. Since that time, there have been several changes to the project with regard to phasing to accommodate existing businesses and various revisions to the plans to modify the grading of the site for proposed buildings that have been designed during the process of preparing the site. The phasing and design revisions required additional time for construction work to prepare the site and therefore additional services including survey, project management and construction phase engineering are needed..

After Amendment No. 1 the total not-to-exceed fee will increase by \$32,000 to a total of \$212,000. The scope of additional professional consulting services is set forth in the Amendment.

The City Engineer and the Project Advisor have reviewed the proposed amendment and found it to be reasonable.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY APPROVING AMENDMENT NUMBER ONE TO THE PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES TO PROVIDE ADDITIONAL ENGINEERING SERVICES FOR DEMOLITION AND SITE PREPARATION RELATED TO THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$32,000.

WHEREAS, the City Council, acting as the La Vista Community Development Agency, has determined additional engineering services related demolition and site preparation within the 84<sup>th</sup> Street Redevelopment Area are necessary; and

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

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

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

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

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

PASSED AND APPROVED THIS 8TH DAY OF NOVEMBER, 2017.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

## **LETTER AGREEMENT AMENDMENT #1**

Date: October 27, 2017

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated June 23, 2016 between La Vista Community Development Agency ("Client") and Olsson Associates, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

### **PROJECT DESCRIPTION AND LOCATION**

Project is located at: La Vista, NE

Project Description: 84<sup>th</sup> Street Redevelopment Site Preparation

### **SCOPE OF SERVICES**

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

### **GENERAL**

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

In general, the following scope items have been exceeded due to the extended duration of the initial demolition and mass grading phase of the project. The original versus actual completion dates for the demolition and site preparation are:

<b>Phase</b>	<b>Original Completion Date</b>	<b>Actual Completion Date</b>
Phase 1A Demolition/Grading	March 1, 2017	June 1, 2017
Phase 1B Demolition/Grading	July 1, 2017	November 30, 2017
Phase 2 Demolition/Grading	October 30, 2017	End of 2018

Fee estimates shown are to continue to provide the same level of service through the end of the first phase of demolition and site preparation as well as the remobilization and completion of phase 2.

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

Existing grades, post building & foundation removal be verified and compared to the designed mass grading surface to confirm volumes and cut/fill depths throughout the project. This was completed for both the north buildings and the Walmart building area.

### **Project Management (additional services due to project duration)**

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:

- 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.

### **Construction Administration (additional services due to project duration)**

- 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.

### **Construction Observation (additional services due to project duration)**

- 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.

### **Special Inspections / Testing**

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.

**Scope of Services**

Phase	Task Description	Fee Amount	Amendment #1	Total	Fee Type
100	Survey Verification	\$ 5,000.00	\$ -	\$ 5,000.00	TMNTE
110	Survey (Post Construction Verification)	\$ 10,000.00	\$ 7,500.00	\$ 17,500.00	TMNTE
	<b>Sub-Total<sup>(1)</sup></b>	<b>\$ 15,000.00</b>	<b>\$ 7,500.00</b>	<b>\$ 22,500.00</b>	
200	Utility & Tenant Coordination	\$ 15,000.00	\$ -	\$ 15,000.00	TMNTE
210	Preliminary Construction Documents	\$ 15,000.00	\$ -	\$ 15,000.00	TMNTE
220	Final Construction Documents	\$ 30,000.00	\$ -	\$ 30,000.00	TMNTE
	<b>Sub-Total<sup>(1)</sup></b>	<b>\$ 60,000.00</b>	<b>\$ -</b>	<b>\$ 60,000.00</b>	
300	Project Management	\$ 20,000.00	\$ 10,000.00	\$ 30,000.00	TMNTE
	<b>Sub-Total<sup>(1)</sup></b>	<b>\$ 20,000.00</b>	<b>\$ 10,000.00</b>	<b>\$ 30,000.00</b>	
400	On-Site Construction Administration	\$ 23,500.00	\$ 5,000.00	\$ 28,500.00	TMNTE
410	SWPPP Inspections	\$ 8,000.00	\$ -	\$ 8,000.00	TMNTE
420	On-Site Construction Observation	\$ 37,500.00	\$ 7,500.00	\$ 45,000.00	TMNTE
430	Special Inspections / Testing	\$ 6,000.00	\$ 2,000.00	\$ 8,000.00	TMNTE
	<b>Sub-Total<sup>(1)</sup></b>	<b>\$ 75,000.00</b>	<b>\$ 14,500.00</b>	<b>\$ 89,500.00</b>	
900	Expenses	\$ 10,000.00	\$ -	\$ 10,000.00	TMNTE
	<b>Sub-Total<sup>(1)</sup></b>	<b>\$ 10,000.00</b>	<b>\$ -</b>	<b>\$ 10,000.00</b>	
	<b>TOTAL CONTRACT<sup>(1)</sup></b>	<b>\$ 180,000.00</b>	<b>\$ 32,000.00</b>	<b>\$ 212,000.00</b>	<b>Plus Reimbursable Expenses<sup>(1)</sup></b>

**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.
- Items not specifically included in the Scope of Services above.
- Demolition of and site preparation of the Chili's site.

**Anticipated Schedule**

To maintain the project schedule, the items described above have either already taken place, or are anticipated to occur to with the close out of phase 1 and the completion of phase 2.

Phase 1 completion: November 30, 2017

Phase 2 duration: 30 calendar days

**COMPENSATION**

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

If applicable: Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$32,000.

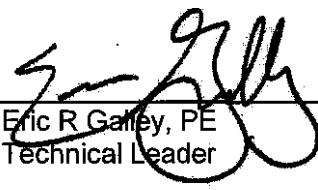
**TERMS AND CONDITIONS OF SERVICE**

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

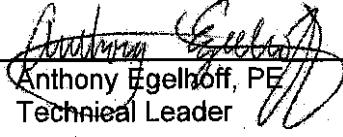
If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless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

**OLSSON ASSOCIATES, INC.**

By

  
Eric R. Galley, PE  
Technical Leader

By

  
Anthony Egelhoff, PE  
Technical Leader

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

**CITY OF LA VISTA, NE**

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

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

Title \_\_\_\_\_

Dated: \_\_\_\_\_

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

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT AREA INTERLOCAL AGREEMENT WITH OMAHA PUBLIC POWER DISTRICT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to execute an Interlocal Cooperation Agreement with the Omaha Public Power District (OPPD) for the undertaking of efforts required for underground mainline power cables for the public improvement redevelopment project. This work is required as part of the installation of public infrastructure.

**FISCAL IMPACT**

The FY17/18 Biennial Budget includes funding in the Capital Improvement Program for this project.

**RECOMMENDATION**

Approval subject to the City Attorney approval of the final form of the interlocal agreement.

**BACKGROUND**

OPPD and City in connection with the public improvement redevelopment project need to provide for new underground power lines within public right of way and easements. OPPD estimates the cost of such work to be \$96,660.00. This agreement is not related to the transmission line relocation project.

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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH OMAHA PUBLIC POWER DISTRICT FOR UNDERTAKING OF EFFORTS REQUIRED FOR UNDERGROUND MAINLINE POWER CABLES FOR THE PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT.**

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

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

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

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

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

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

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

**PASSED AND APPROVED THIS 8TH DAY OF NOVEMBER, 2017.**

**CITY OF LA VISTA**

**Douglas Kindig, Mayor**

**ATTEST:**

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

---

UNDERGROUND SERVICE AGREEMENT (ACREAGE)

Agreement made on this day of \_\_\_\_\_, between the OMAHA PUBLIC POWER DISTRICT, hereinafter referred to as "OPPD" and CITY OF LA VISTA, NEBRASKA, hereinafter referred to as "the City".

RECITALS

1. OPPD is a public power district organized and existing under the laws of the State of Nebraska and is engaged in supplying electric service to portions of the State of Nebraska.
2. The City is a Nebraska Municipality and declared the 84<sup>th</sup> Redevelopment Area a substandard and blighted area in need of redevelopment, created the La Vista Community Development Agency ("Agency"), and adopted documents and instruments that include a Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, as amended, ("Redevelopment Plan"),
3. Article XV, Section 18 of the State of Nebraska Constitution and Interlocal Cooperation Act (Chapter 13, Article 8, as amended, the "Interlocal Act") authorize any two or more public agencies to exercise jointly any power, privileges or authority exercised or capable of exercise by any of the participating public agencies, and to enter into agreement with one another for such purposes.
4. The City is owner of certain right of way and other real property in a portion of the 84th Street Redevelopment Area and more particularly described or depicted in Exhibit "A", attached hereto and hereby incorporated into this Agreement, which area is hereinafter referred to as "the Redevelopment Area". The City, pursuant to the Redevelopment Plan, desires OPPD to construct public utilities within such Redevelopment Area.
5. Specifically, the City proposes that OPPD install and maintain 200 amp, 3-phase, 13.8kv mainline underground electric cable (hereinafter "Facilities") in the City's dedicated right of way or easements within the Redevelopment Area.

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I.

INSTALLATION OF FACILITIES & COMPENSATION

Subject to the terms and conditions of this Agreement, OPPD shall install and maintain the main line Facilities. The City shall pay to OPPD, within thirty days after completion of the work and receipt of billing, the sum of (27 acres x \$3,580.00) \$96,660.00 for the main line Facilities. OPPD's work hereunder shall be commenced within a reasonable time of notice from City that City has completed the requirements of paragraphs I, III, V, VI, and VII of this Agreement.

II.

INDIVIDUAL ELECTRIC SERVICE

Following installation of the Facilities, upon request, OPPD shall install equipment to supply electric service from the Facilities to individual customers in the Redevelopment Area using pad mounted switches and transformers as required. OPPD will be responsible for working directly with property owners or potential customers for installation of electric service to particular properties, the cost of which shall be governed by OPPD's then current Line Extension Manual, a copy of which will be provided to property owners or individual customers on request.

III.

EASEMENT RIGHTS AND RESTRICTIONS

The City shall provide or cause to be provided all easements required for OPPD's Facilities located within the Redevelopment Area, which easements shall be subject to City's street, sidewalk, streetscape, utilities, and other improvements or uses City locates or authorizes within the easement area. Except for such uses made or authorized by City, the use of any such easements shall be permanently restricted as follows:

- (a) No permanent buildings, structures, rock walls or retaining walls shall be constructed within any easement area, and no trees shall be planted within any easement area.
- (b) At the option of the City or any successors, permittees, designees, or assigns of the City, an easement area may be used for gardens, shrubs and other landscaping and driveways that do not interfere with or damage the Facilities or interfere with OPPD's use of and access to any such easement. The restrictions and uses outlined in this paragraph shall be incorporated, in writing, into any easement that is executed in connection with this Agreement, and all such easements (whether by dedication on a plat or by individual document) shall be duly filed and recorded with the Register of Deeds, Sarpy County, Nebraska.

IV.

CONSTRUCTION WORK

All work done under the terms of this Agreement shall be performed in accordance with and subject to applicable codes and standards, including applicable codes and standards of the City, and written plans and specifications that will be issued by OPPD, subject to review of the City Engineer to his satisfaction. OPPD will provide City with as built drawings that depict the installed Facilities.

V.

PREPARATION OF AREA

The City shall remove or cause to be removed, at its sole expense, any trees, vegetation and other surface or subsurface obstructions that interfere with or impede the construction of OPPD's Facilities, or which may, in the opinion of OPPD and the City Engineer, constitute a hazard to the maintenance of said Facilities. OPPD will coordinate construction of the Facilities so as to avoid disruption of existing underground utilities.

VI.

GRADING BY CITY

The City or its designee shall complete the final grading of all areas wherein OPPD's Facilities are to be located prior to the installation of such Facilities, and shall identify all individual lots in the Development with readily visible stakes or pins. The City shall reimburse OPPD for any and all costs that OPPD may incur in relocating OPPD's installed Facilities as a result of any change in plat or grade initiated by the City. OPPD will use reasonable efforts to coordinate its construction work with the work of City's or other contractors at the Redevelopment Area.

VII.

ACCESS FOR DISTRICT EQUIPMENT

The City shall maintain or provide for unimpeded working access for OPPD's equipment in connection with the construction and maintenance of the Facilities referred to in this Agreement.

VIII.

INSTALLING OF CONDUITS

Developer agrees to provide and install two (2) non-metallic conduits, where needed, at proper depth to permit installation of cable under paving and curbs provided such installation is made before paving is completed. In the event that paving is completed before installation of crossings, it is agreed that the Developer will install such non-metallic conduit where needed. OPPD will then determine the number of conduits at each location. OPPD will provide the Developer material specifications, installation specifications and an exhibit indicating locations of crossings.

IX.

RESPONSIBILITY FOR DELAY

OPPD shall not be responsible for any cost overruns or other damages that result from the delay in completion of work provided for in this Agreement, where such delay is caused by casualty, labor dispute, material shortage, inclement weather or other causes that are beyond the reasonable control of OPPD.

X.

INTERLOCAL COOPERATION ACT

Pursuant to the Interlocal Act, OPPD and the City agree as follows:

- a. The duration of this Agreement shall be as follows: This Agreement shall begin upon its execution by both parties and end upon completion of performance of all the obligations of the parties and City;
- b. There shall be no separate legal or administrative entity created by this Agreement to administer this Agreement, and except as otherwise provided in this Agreement, the parties do not contemplate acquiring, holding or disposing of any real or personal property pursuant to this Agreement;
- c. The purpose of this Agreement is to provide for the installation of electric utility lines and equipment as described in this Agreement.
- d. The City will pay costs and expenses of the work as described in this Agreement. No separate budget will be established or maintained by the parties apart from normal budget and accounting records maintained by each of the parties;

- e. This Agreement will end upon completion of performance by the parties and shall not terminate before that occurs. OPPD will own the Facilities at all times, including at the end of the Agreement.
- f. The City will pay the costs and expenses of the work from available funds; the parties do not contemplate any levy, collection, or accounting for any tax authorized under sections 13-318 to 13-326 or 13-2813 to 13-2816; and
- g. The \_\_\_\_\_, or his or her designee, for OPPD and City Engineer, or his or her designee, for the City jointly shall be the administrators of this Agreement.
- h. The Facilities will be acquired, held and disposed of in the manner described in this Agreement

XI.

ENTIRE AGREEMENT

This instrument constitutes the entire Agreement between the parties hereto with respect to the Redevelopment Area, and sets forth the rights, duties, and obligations of each to the other as of its effective date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this contract are of no force or effect.

XII.

BINDING AGREEMENT

This Agreement shall binding upon the parties hereto, their heirs, successors and assigns.

OMAHA PUBLIC POWER DISTRICT:

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

Name: \_\_\_\_\_

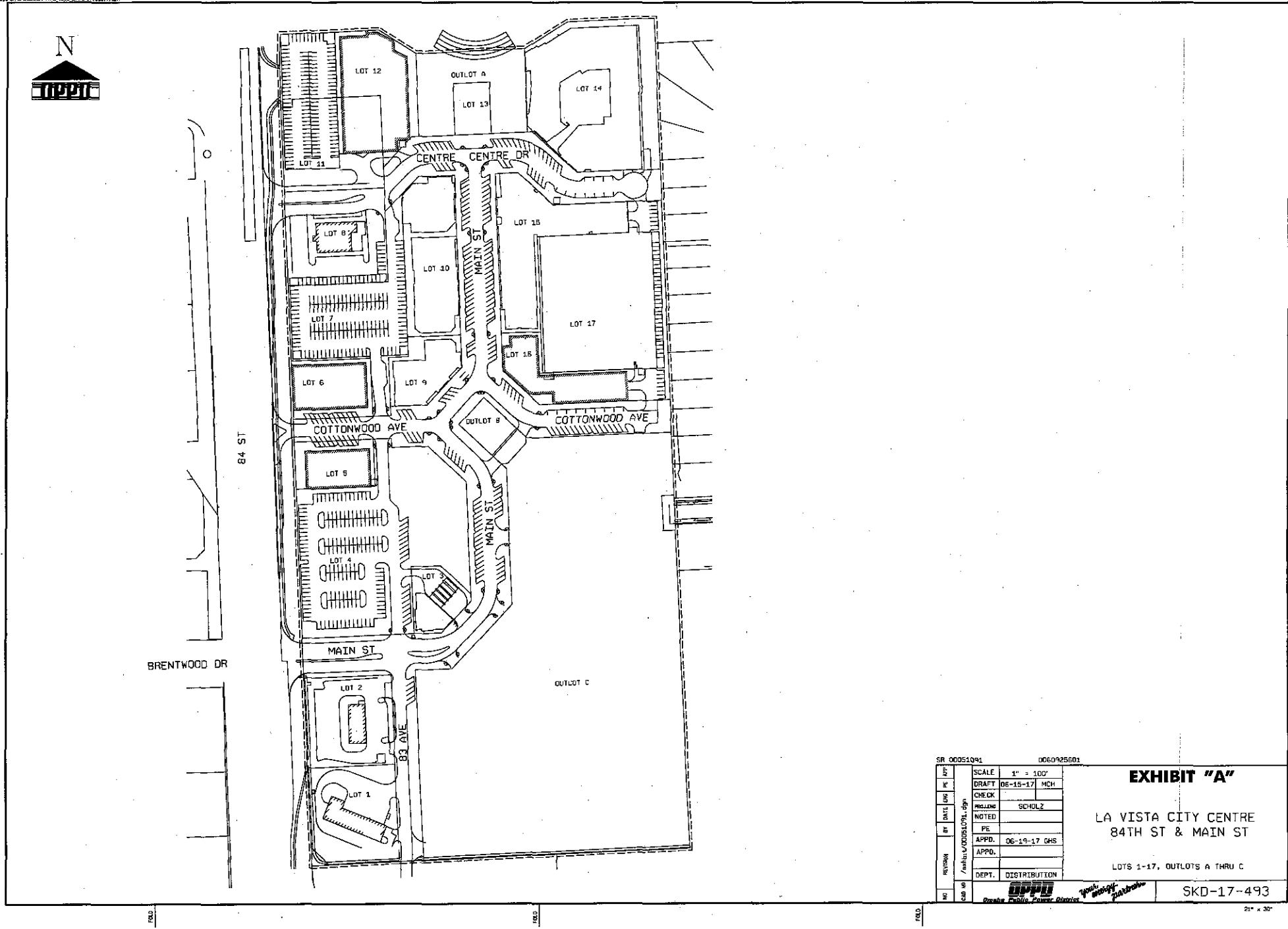
Title: \_\_\_\_\_

CITY OF LA VISTA:

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

Name: \_\_\_\_\_

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



SR 00051091 0060925601

SCALE	1" = 100'
DRAFT	06-15-17 MCH
CHECK	
PROJ.	SCHOLZ
NOTED	
PE	
APPD.	06-19-17 DHS
APPO.	
DEPT.	DISTRIBUTION
RE	DRIVE
RE	DRIVE
RE	DRIVE

**EXHIBIT "A"**

LA VISTA CITY CENTRE  
84TH ST & MAIN ST

LOTS 1-17, OUTLOTS A THRU C

DRIVE  
DRIVE  
DRIVE

SKD-17-493

21" x 30"

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

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
INTERLOCAL AGREEMENT - WEST PAPIO TRAIL-GILES ROAD TO MILLARD	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared authorizing the execution of an Interlocal Cooperation Agreement with the Papio-Missouri River Natural Resources District and the City of Omaha for the construction and construction phase engineering for the West Papio Trail Expansion from Giles Road to Millard.

**FISCAL IMPACT**

The City will be required to reimburse the district in three annual installments of \$250,000 beginning in FY19. Future budgets would be prepared accordingly.

**RECOMMENDATION**

Approval

**BACKGROUND**

The West Papio Trail was extended to Giles Road under a previous interlocal agreement between Papillion, La Vista and the Papio-Missouri River Natural Resources District (PMRNRD). The trail is now proposed to extend along the former UPRR right of way which was abandoned and is owned by the PMRNRD. The trail will connect to the existing trail on the south side of Giles Road, go under the Giles Road bridge and continue to near the intersection of 132<sup>nd</sup> and "Q" Streets in Omaha. The Papio-Missouri River NRD has agreed to be the lead agency. Design work has been completed under a prior interlocal agreement amongst the parties. The City will reimburse the NRD for its 20 percent share in accordance with the interlocal agreement. The City will be responsible for maintenance and operation of the trail lying within its City limits and extra-territorial jurisdiction. The trail expansion is a vital link to connecting western portions of the metro area to the existing West Papio Trail.

The PMRNRD has agreed to provide 60% of the funding and based on the availability of their funds has determined that they will proceed with the project at this time. The remaining 40% will be split equally between the City of Omaha and the City of La Vista.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT AND THE CITY OF OMAHA FOR THE UNDERTAKING OF EFFORTS REQUIRED FOR CONSTRUCTION AND CONSTRUCTION PHASE ENGINEERING FOR THE WEST PAPIO TRAIL EXPANSION FROM GILES ROAD TO MILLARD.

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

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

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

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

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

PASSED AND APPROVED THIS 8TH DAY OF NOVEMBER, 2017.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

PAPIO-MISSOURI RIVER  
NATURAL  
RESOURCES  
DISTRICT



8901 S. 154TH ST.  
OMAHA, NE 68138-3621  
(402) 444-6222  
FAX (402) 895-6543  
[www.papionrd.org](http://www.papionrd.org)

John Kottmann  
9900 Portal Road  
La Vista, NE 68128

October 23, 2017

RE: West Papio Trail Giles Road to Millard, Reimbursement Schedule

John,

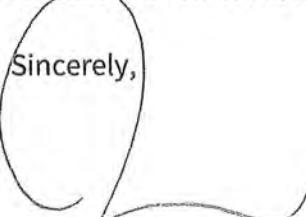
The Papio-Missouri River NRD appreciates the ongoing support from the City of La Vista in planning, design, and construction of trails throughout our community. These projects bring active transportation, recreation, and access to natural resources, and our office continually receives calls and comments in support of trail system and particularly the West Papio Trail.

Our Board approved an Interlocal Agreement to cover the cost of construction, and construction administration services for the 2.75 mile trail from Giles Road, northwest to 132<sup>nd</sup> & Q Street. This agreement specifies the contribution from the District, City of Omaha, and City of La Vista, and I would like to clarify the timeline for reimbursement requests.

La Vista is to reimburse to the District in three installments, for its 20% share of the District's total costs expended for Trail engineering and construction. The first installment shall be due within 30 days after October 1, 2018 and shall not exceed \$250,000. The second installment shall be due within 30 days after October 1, 2019 and shall not exceed \$250,000. The third and final installment shall be due within 30 days after October 1, 2020 and shall be in an amount to bring La Vista's share to 20% of the final total engineering and construction costs for the Trail, but not exceeding \$250,000.

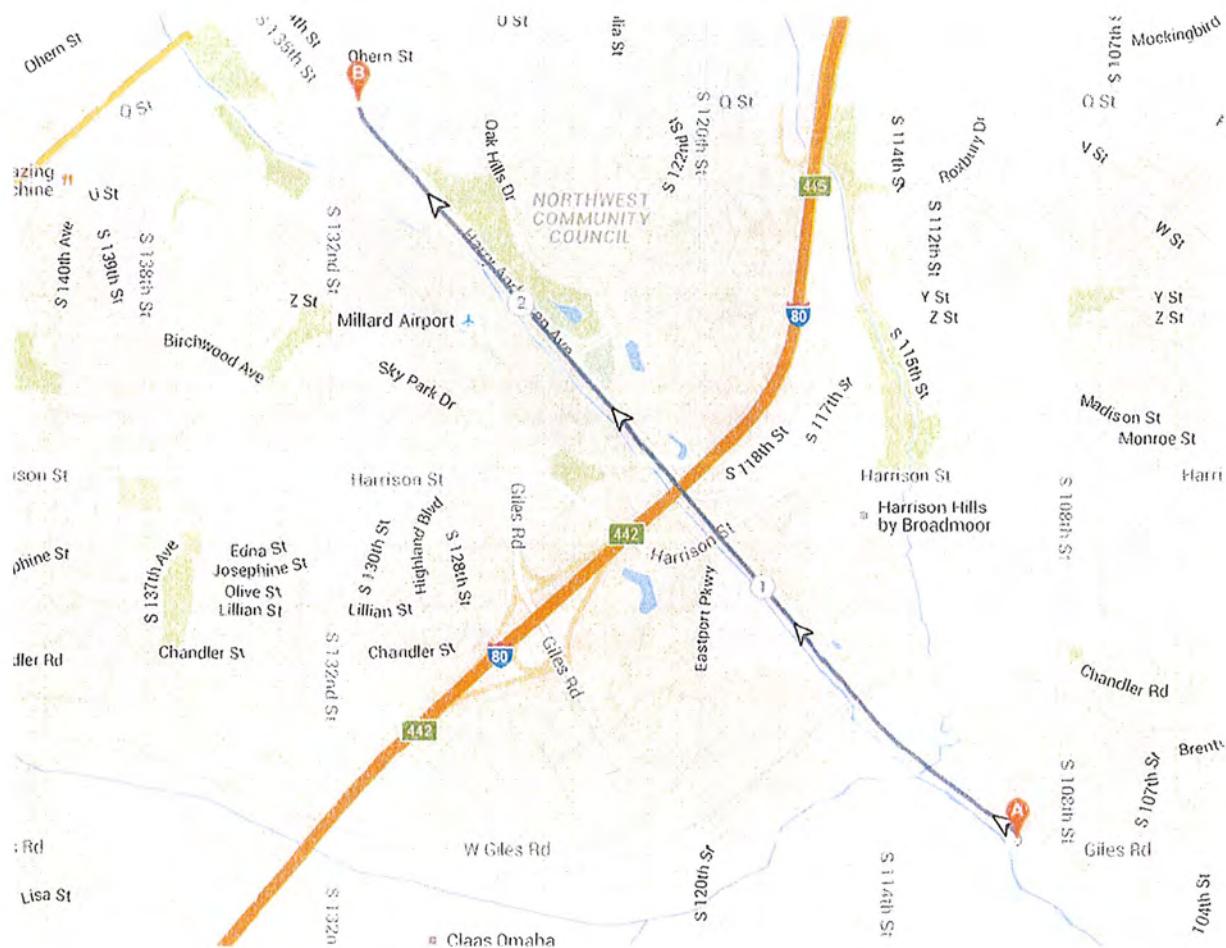
I look forward to the construction on this project beginning in 2018, and to having community leaders and residents from La Vista join at the ribbon cutting when the project is completed.

Sincerely,



John Winkler  
General Manager  
Papio-Missouri River NRD

## West Papio Trail, Giles Road to Millard



**INTERLOCAL COOPERATION ACT AGREEMENT FOR CONSTRUCTION OF  
WEST PAPIO TRAIL GILES ROAD TO MILLARD EXPANSION  
BETWEEN  
THE CITY OF LA VISTA,  
THE CITY OF OMAHA,  
AND  
THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**

This Interlocal Cooperation Agreement (“Agreement”) is hereby made by and between the CITY OF LA VISTA (“LaVista”), the CITY OF OMAHA (“Omaha”), municipal corporations organized and existing under the laws of the State of Nebraska located in Sarpy and Douglas Counties, respectively, in Nebraska, and the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (“District”), a natural resources district organized and existing under the laws of the State of Nebraska, (collectively referred to as the “Parties”).

WHEREAS, LaVista and Omaha desire to obtain a trail connection to the West Papio Trail, generally from the north side of Giles Road at West Papio Creek to the intersection of Harry Anderson Avenue and Q Street (“Giles Road to Millard Expansion”); and

WHEREAS, in order to serve their mutual interests and pursuant to the authority granted the Parties by the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801, et.seq.), the Parties desire to enter into this Agreement to delineate and provide for their specific rights and obligations, with respect to the construction, operation, maintenance, and repairs of the Giles Road to Millard Expansion.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the Parties do hereby mutually undertake, promise, agree, and contract each for itself and its successors and assigns as follows:

**Section 1. Purpose.** The purpose of this Agreement is to specify the terms and conditions upon which the Parties will construct the Giles Road to Millard Expansion in accordance with the design, plans, specifications, and construction documents approved by the Parties (the “Expansion Plans”).

**Section 2. Term.** This Agreement shall commence on the date of its signing and will terminate on **June 30, 2020**. This Agreement may be extended, on the same terms and conditions, for an additional one (1) year term, upon mutual written agreement of the parties. This Agreement may be terminated prior to **June 30, 2020**, upon mutual written agreement of the parties.

**Section 3. Rights, Duties and Obligations of the District.** The District agrees to:

A. Act as the lead administrator for construction of the Giles Road to Millard Expansion;

B. Maintain accounting records for construction of the Giles Road to Millard Expansion, including receipt and application of private funds;

C. Be responsible for **60%** of the costs, up to a maximum of **\$2,250,000**, for the construction and construction administration services of the Giles Road to Millard Expansion.

**Section 4. Rights, Duties, and Obligations of LaVista.** La Vista agrees to:

A. Timely review and approve any amendments, modifications or change orders to the Expansion Plans, such approvals not to be withheld, delayed or conditioned unreasonably;

B. Reimburse the District within thirty (30) days of invoice for **20%** of the costs, up to a maximum of **\$750,000**, for the construction and construction administration services of the Giles Road to Millard Expansion;

C. Permanently operate, maintain, and repair the Giles Road to Millard Expansion within its city limits and extraterritorial jurisdiction; and

D. Provide for occupation of La Vista property necessary for the project, at no cost to the District.

**Section 5. Rights, Duties, and Obligations of Omaha.** Omaha agrees to:

A. Timely review and approve any amendments, modifications or change orders to the Expansion Plans, such approvals not to be withheld, delayed or conditioned unreasonably;

B. Reimburse the District within thirty (30) days of invoice for **20%** of the costs, up to a maximum of **\$750,000**, for the construction and construction administration services of the Giles Road to Millard Expansion;

C. Permanently operate, maintain, and repair the Giles Road to Millard Expansion within its city limits and extraterritorial jurisdiction; and

D. Provide for occupation of Omaha property necessary for the project, at no cost to the District.

**Section 6. Cooperation.** The Parties agree and understand that cooperation and approval of certain other governmental and other third parties will be required for the Giles Road to Millard Expansion and to otherwise carry out the intent of this Agreement. The Parties agree to support one another and cooperate, in writing or as otherwise required and/or appropriate with respect to the foregoing, including with respect to any negotiations, discussions, meetings or hearings related to the foregoing and to otherwise carry out the intent of this Agreement.

**Section 7. Indemnification.** Each of the Parties agrees to indemnify and hold harmless the other Parties from and against any and all claims, demands and causes of action for

damages to the person or property of third persons arising out of the comparative negligence of the indemnifying party in its performance of any of the covenants of this Agreement.

#### **Section 8. Additional Terms and Conditions.**

**A. Nondiscrimination.** The Parties hereto shall not, in the performance of this Agreement, discriminate or permit discrimination by any of their contractors in violation of federal or state laws or local ordinances because of race, disability, color, sex, age, political or religious opinions, affiliations or national origin.

**B. Separate Legal or Administrative Entity.** This Agreement does not establish any separate legal or administrative entity.

**C. Captions.** Captions used in this Agreement are for convenience.

**D. Applicable Law.** Parties to this Agreement shall conform with all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Parties agree that any consultants or contractors retained for the Giles Road to Millard Expansion shall comply with the Equal Opportunity Clause and LB 403 as set forth in Exhibits A-1 and A-2. Nebraska law will govern the terms and the performance under this Agreement.

**E. Interest of the Parties.** The Parties to this Agreement covenant that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict with their performance under this Agreement.

**F. Entire Agreement.** This Agreement contains the entire agreement between the Parties, and each party hereto agrees that neither the other party, nor any of the officers, agents, employees or contractors of the other party, have made any representations or promises with respect to the Giles Road to Millard Expansion not expressly contained herein.

**G. Amendments.** This Agreement may be amended upon the actions of the Parties if done so in writing.

**H. Effective Date.** This Agreement shall become effective upon execution by all Parties.

**I. Binding Effect.** The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors in interest and assigns of the respective Parties hereto.

**J. Notices.** All notices herein required shall be in writing and shall be served on the Parties at their principal offices, or at such other address as a Party may hereafter designate to the other Parties in writing for service of notice to itself. The mailing of a notice by certified or registered mail, return receipt requested, or delivery thereof by messenger, shall be sufficient service hereunder.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement, on the respective dates hereinafter indicated, pursuant to authorizing resolutions duly adopted at regularly-called meetings of their governing bodies.

**PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT**

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

Name: \_\_\_\_\_

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

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

**THE CITY OF LAVISTA**

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

Name: \_\_\_\_\_

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

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

**THE CITY OF OMAHA**

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

Name: \_\_\_\_\_

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

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

## Exhibit A-1

### EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

1. The contractor shall not discriminate against any employee applicant for employment because of race, religion, color, sex, age, sexual orientation, gender identity, disability or national origin. The contractor shall ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, age, sexual orientation, gender identity, disability or national origin. As used herein, the word "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or by other means; compensated; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity or national origin, age, disability.
3. The contractor shall send to each representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the contractor's commitments under the equal employment opportunity clause of the city and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor shall furnish to the human rights and relations director all federal forms containing the information and reports required by the federal government for federal contracts under federal rules and regulations, including the information required by section 10-192 to 10-194, inclusive, and shall permit reasonable access to his records. Records accessible to the human rights and relations director shall be those which are related to paragraphs (1) through (7) of this subsection and only after reasonable notice is given the contractor. The purpose of this provision is to provide for investigation to ascertain compliance with the program provided for herein.
5. The contractor shall take such actions with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (1) through (7) herein, including penalties and sanctions for noncompliance; however, in the event the contractor becomes involved in or is threatened with litigation as the result of such directions by the city, the city will enter into such litigation as is necessary to protect the interests of the city and to effectuate these provisions of this division; and in the case of contracts receiving federal assistance, the contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.
6. The contractor shall file and shall cause his subcontractors, if any to file compliance reports with the contractor in the same form and to the same extent as required by the federal government for federal contracts under federal rules and regulations. Such compliance reports shall be filed with the human rights and relations director. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors.
7. The contractor shall include the provisions of paragraphs (1) through (7) of this section, "Equal employment opportunity clause," and section 10-193 in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

**Exhibit A-2**

**E-VERIFY**

**LB 403 Contract Provisions**

**NEW EMPLOYEE WORK ELIGIBILITY STATUS**

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).

If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ADVERTISEMENT OF BIDS 96 <sup>TH</sup> & BRENTWOOD TRAFFIC SIGNAL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared authorizing the advertisement of bids for 96<sup>th</sup> & Brentwood Traffic Signal. This includes furnishing and installing traffic signal equipment as well as pavement and sidewalk modifications as needed to effectively utilize the signal and comply with accessibility regulations.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval

**BACKGROUND**

The Engineer's Estimate for the proposed construction work is \$305,860. The following schedule is recommended:

Publish Notice to Contractors	November 15 and 22, 2017
Open Bids	November 28, 2017 at 10:00 am at City Hall
Award Contract	December 5, 2017

The Notice to Contractors should also be posted on the City's web site and at [www.standardshare.com](http://www.standardshare.com)

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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA,  
NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR THE 96<sup>TH</sup> &  
BRENTWOOD TRAFFIC SIGNAL**

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

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

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

<b>Publish Notice to Contractors</b>	<b>November 15 and 22, 2017</b>
<b>Open Bids</b>	<b>November 28, 2017 at 10:00 am at City Hall</b>
<b>Award Contract</b>	<b>December 5, 2017</b>

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

**PASSED AND APPROVED THIS 8TH DAY OF NOVEMBER, 2017.**

**CITY OF LA VISTA**

---

**Douglas Kindig, Mayor**

**ATTEST:**

---

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

Final OPC

CITY OF LA VISTA

96TH AND BRENTWOOD TRAFFIC SIGNAL (PWST-16-001)

PREPARED BY: OLSSON ASSOCIATES

10/27/2017

Item #	Item Description	Unit	Total Quantity	Unit Cost	Total
1	MOBILIZATION	LS	1	\$15,000.00	\$15,000
2	LANDSCAPING	LS	1	\$13,500.00	\$13,500
3	REMOVE PAVEMENT	SY	328	\$10.30	\$3,378
4	REMOVE MEDIAN SURFACING	SF	949	\$10.30	\$9,775
5	REMOVE SIDEWALK	SF	1129	\$6.90	\$7,790
6	SAW CUT - FULL DEPTH	LF	731	\$4.50	\$3,290
7	REMOVE MONUMENT SIGN	EA	2	\$1,000.00	\$2,000
8	RELOCATE MONUMENT SIGN	EA	1	\$9,000.00	\$9,000
9	CLEARING AND GRUBBING TREES OVER 9" TO 18" DIAMETER	EA	8	\$500.00	\$4,000
10	REMOVE CURB INLET	EA	1	\$500.00	\$500
11	REMOVE 15" TO 18" SEWER PIPE	LF	25	\$15.00	\$375
12	DRILL AND GROUT TIE BARS	LF	183	\$8.00	\$1,464
13	CONSTRUCT 8" CONCRETE PAVEMENT (TYPE L65)	SY	451	\$60.00	\$27,060
14	CONSTRUCT PCC MEDIAN SURFACING	SF	972	\$5.00	\$4,860
15	CONSTRUCT 6" IMPRINTED P.C.C. SURFACING	SF	167	\$5.00	\$835
16	CONSTRUCT 6" P.C.C. SIDEWALK	SF	723	\$7.00	\$5,061
17	CONSTRUCT 8" COMBINATION CURB AND GUTTER	LF	262	\$25.00	\$6,550
18	CONSTRUCT CURB INLET - TYPE I	EA	1	\$3,000.00	\$3,000
19	CONSTRUCT 18" CONCRETE COLLAR	EA	2	\$1,500.00	\$3,000
20	CONSTRUCT 18" RCP - CLASS III	LF	22	\$60.00	\$1,320
21	AGGREGATE BEDDING FOR 18" STORM SEWER PIPE	LF	22	\$8.00	\$176
22	CONSTRUCT CURB RAMP	SF	192	\$10.75	\$2,064
23	CONSTRUCT ARMOR-TILE DETECTABLE WARNING PANEL	SF	64	\$31.50	\$2,016
24	INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 4, 5" WHITE, GROOVED	LF	278	\$3.50	\$973
25	INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 4, 10" WHITE, GROOVED	LF	186	\$15.00	\$2,790
26	INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 4, 12" WHITE, GROOVED	LF	20	\$15.00	\$300
27	INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 4, 18" WHITE, GROOVED	LF	161	\$20.00	\$3,220
28	INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 4, 24" WHITE, GROOVED	LF	424	\$25.00	\$10,600
29	INSTALL PERMANENT PREFORMED TAPE MARKING SYMBOL - TYPE DIRECTIONAL ARROW, WHITE	EA	6	\$448.00	\$2,688
30	INSTALL PERMANENT PREFORMED TAPE MARKING SYMBOL - TYPE "ONLY", WHITE	EA	4	\$701.00	\$2,804
31	INSTALL TRAFFIC POSTS AND SIGNS	LS	1	\$2,000.00	\$2,000
32	INSTALL PEDESTAL POLE, TYPE PP-4	EA	6	\$675.00	\$4,050
33	INSTALL MAST ARM SIGNAL POLE, TYPE MP-45	EA	1	\$10,500.00	\$10,500
34	INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-40-12-40	EA	1	\$9,000.00	\$9,000
35	INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP-50-12-40	EA	2	\$13,000.00	\$26,000
36	INSTALL TRAFFIC SIGNAL, TYPE TS-1, W/T31 FACE, BKPLT & MA-5 MTG	EA	6	\$800.00	\$4,800
37	INSTALL TRAFFIC SIGNAL, TYPE TS-1A, W/T31 FACE & B-4 ALT. MTG	EA	4	\$900.00	\$3,600
38	INSTALL TRAFFIC SIGNAL, TYPE TS-1LF W/T32F FACE, BKPLT & MA-5 MTG	EA	2	\$1,100.00	\$2,200
39	INSTALL TRAFFIC SIGNAL, TYPE TS-1LFF W/T43F FACE, BKPLT & MA-5 MTG	EA	2	\$1,000.00	\$2,000
40	INSTALL PEDESTRIAN SIGNAL, TYPE PS-1 W/T-24 FACE & B-4 ALT MTG	EA	8	\$675.00	\$5,400
41	INSTALL PEDESTRIAN PUSH BUTTON	EA	8	\$250.00	\$2,000
42	INSTALL TRAFFIC SIGNAL CONTROLLER TYPE TC-2070 (8 PHASE)	EA	1	\$1,500.00	\$1,500
43	INSTALL TRAFFIC SIGNAL CONTROLLER CABINET, TYPE 332L	EA	1	\$13,500.00	\$13,500
44	INSTALL PULL BOX, TYPE PB-6	EA	4	\$975.00	\$3,900
45	INSTALL 2" PVC CONDUIT - TRENCHED	LF	116	\$8.50	\$986
46	INSTALL 3" PVC CONDUIT - BORED	LF	684	\$20.00	\$13,680
47	INSTALL SERVICE CABLE (SC)	LF	300	\$2.00	\$600
48	INSTALL SERVICE ENTRANCE CABLE (SEC)	LF	200	\$3.20	\$640
49	INSTALL SERVICE DISCONNECT PEDESTAL	EA	1	\$3,500.00	\$3,500
50	INSTALL 16/C NO. 14 AWG TRAF. SIGNAL CABLE	LF	476	\$4.00	\$1,904
51	INSTALL 3/C #6 STREET LIGHTING CABLE	LF	382	\$2.00	\$764
52	INSTALL 2/C #16 AWG PEDESTRAIN PUSH BUTTON LEAD-IN CABLE	LF	957	\$3.00	\$2,871
53	INSTALL 1/C #6 BARE COPPER GROUNDING CONDUCTOR	LF	379	\$1.50	\$569
54	INSTALL 200W STREET LIGHT LUMINAIRE	EA	3	\$1,000.00	\$3,000
55	INSTALL OVERHEAD SIGN	LS	1	\$2,500.00	\$2,500
56	PROVIDE AND INSTALL RADAR VEHICLE DETECTION SYSTEM	LS	1	\$30,000.00	\$30,000
57	PROVIDE TEMPORARY TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000

Total: \$305,860

## NOTICE TO CONTRACTORS

---

96TH & BRENTWOOD TRAFFIC SIGNAL  
PWST-16-001  
CITY OF LA VISTA, NEBRASKA

---

Sealed proposals will be received by Pamela Buethe, City Clerk of the City of La Vista, at City Hall, 8116 Park View Boulevard, La Vista, Nebraska 68128, until November 28, 2017, at 10:00 A.M., for the 96<sup>th</sup> Street & Brentwood Traffic Signal, PWST-16-001, in and for said City according to plans and specifications for said improvements now on file at the office of the City Clerk. At such hour, or as soon as practicable thereafter, the bids will be opened publicly in the presence of the bidders for furnishing labor, materials, and equipment necessary for the proper construction of this project.

The extent of the work includes the traffic signalization, concrete paving of public streets and sidewalks and construction of related improvements such as seeding, erosion control, markings, signage, and miscellaneous appurtenant work.

Plans, Specifications and Contract Documents may be examined online at [www.standardshare.com](http://www.standardshare.com). Search for the project name in the Plan Room found at [www.standardshare.com](http://www.standardshare.com). Downloadable PDF files and hardcopy prints may be procured from StandardSHARE or the offices of Standard Digital Imaging: 4424 S. 108th St. / Omaha, NE 68137 / 402-592-1292. All costs associated with obtaining documents are the responsibility of the bidder and are non-refundable. Project documents may also be examined at the office of The City Clerk of the City of La Vista at City of La Vista City Hall, 8116 Park View Blvd., La Vista, NE 68128. In order to ensure bidders are aware of all issued documents pertaining to this opportunity – bids will only be accepted from those listed on the planholders list kept at the offices of Standard Digital Imaging / StandardSHARE.

All work shall be furnished in strict accordance with the plans, specifications and contract documents prepared by Olsson Associates, Engineers for the City of La Vista. All proposals must be submitted on the Proposal form prepared by Olsson Associates. This form is part of the documents that can be obtained at the StandardSHARE web site or offices.

Each bid shall be accompanied in a SEPARATE SEALED ENVELOPE by a certified check or bid bond in an amount not less than five (5) percent of the amount bid and such certified check or bid bond shall be payable to the Treasurer of the City of La Vista, Nebraska, as security that the Bidder to whom the contract may be awarded will enter into a contract to perform the work in accordance with this Notice and other contract documents, and will furnish the required bonds in amount equal to 100% of the contract price.

The City of La Vista, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidden that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

No Bidder may withdraw his proposal for a period of sixty (60) days after the date set for the opening of bids. The City of La Vista, Nebraska reserves the right to reject any or all bids and to waive informalities.

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

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

**SYNOPSIS**

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

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Discussion and direction regarding any revisions or modifications Council would like prior to adoption.

**BACKGROUND**

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

Attached is an ordinance which has been reviewed by the City Attorney for your consideration.

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

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

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

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

**SECTION 150.80: NEGLECTED BUILDING REGISTRATION PROGRAM**

**Section**

*[REVISE TABLE WHEN ORDINANCE FINALIZED]*

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

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

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

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

The Mayor and City Council make the following findings:

- (1) Much of the original housing of the City is approaching 60 years of age. As housing ages, there is an increasing need for regular monitoring and action to maintain it and keep the City's neighborhoods in good, safe and sanitary condition and repair.
- (2) Vacant and neglected residential buildings are a source of blight within a neighborhood.
- (3) Owners who fail to maintain vacant residential properties create eyesores that lead to increased risk of trespass, vandalism and other criminal activity, dangers to residents and their property, declining property values, and a burden to the neighborhood and community.
- (4) Vacant and neglected residential buildings can have a deleterious affect and be a significant contributing factor to the decline of a neighborhood and are a threat to the public health, safety, and welfare.

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

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

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

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

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

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

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

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

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

(4) Promoting the occupancy of vacant residential buildings;

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

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

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

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

#### **Section 150.80.2      SCOPE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Access.

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

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

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

**Section 150.80.5. CHAPTER NOT EXCLUSIVE.**

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

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

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

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

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

**(C) APPLICATION FOR REGISTRATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

CITY OF LA VISTA

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

ATTEST:

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