

# MINUTE RECORD

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

## LA VISTA CITY COUNCIL MEETING February 20, 2018

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on February 20, 2018. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Public Works Director Soucie, City Engineer Kottmann, Director of Administrative Services Pokorny, Community Development Director Birch, Human Resources Director Czarnick, Library Director Barcal, and Recreation Director Stopak.

A notice of the meeting was given in advance thereof by publication in the Times on February 7, 2018. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

### SERVICE AWARD – RON KELLER - 15 YEARS

Mayor Kindig recognized Ron Keller for 15 Years of Service to the City of La Vista.

#### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE FEBRUARY 6, 2018 CITY COUNCIL MEETING
3. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – LA VISTA PHASE 1 GOLF COURSE TRANSFORMATION – PROPOSED LAKE IMPROVEMENTS - \$7,973.36
4. REQUEST FOR PAYMENT – NEBRASKA DEPARTMENT OF TRANSPORTATION – GILES ROAD RESURFACING PROJECT - \$395,000.00
5. REQUEST FOR PAYMENT – DESIGN WORKSHOP, INC. – PROFESSIONAL SERVICES – 84<sup>TH</sup> STREETSCAPE PLAN - \$38,237.22
6. APPROVAL OF CLAIMS

4 SEASONS AWARDS, supplies	\$32.00
911 CUSTOM LLC, services	\$240.00
AA WHEEL & TRUCK SUPPLY INC, maint.	\$22.68
ACTION BATTERIES, maint.	\$227.48
ASPHALT & CONCRETE MATERIALS, services	\$1,399.40
ATLAS AWNING CO INC, bld&grnds	\$360.00
BARCAL, R., travel	\$119.90
BARONE SECURITY SYSTEMS, services	\$460.15
BARTON SOLVENTS, INC., supplies	\$547.00
BAXTER FORD, maint.	\$5.92
BCBS WELLNESS, services	\$50.00
BEST CARE EMPLOYEE ASST PROGRM, services	\$3,480.75
BIG RIG TRUCK ACCESSORIES INC, maint.	\$796.89
BKD LLP, services	\$30,250.00
BLACK HILLS ENERGY, utilities	\$2,331.26
BLADE MASTERS GROUNDS MNTNC , services	\$74,181.46
BUILDERS SUPPLY CO, bld&grnds	\$10.00
CENTER POINT PUBLISHING, books	\$44.34
CENTURION TECHNOLOGIES, services	\$162.50

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CENTURY LINK BUSN SVCS, phones	\$95.26
CENTURY LINK, phones	\$505.04
CHILD'S WORLD INC, books	\$215.40
CITY OF OMAHA, services	\$17.85
CITY OF PAPILLION, services	\$175,777.00
COMMERCIAL AIR MANAGEMENT, bld&grnds	\$224.00
COMP CHOICE INC, services	\$1,544.50
CONTROL MASTERS INC, services	\$4,188.00
CORNHUSKER INTL TRUCKS INC, maint.	\$288.03
COX COMMUNICATIONS, services	\$277.40
CULLIGAN OF OMAHA, services	\$38.00
DEMCO INC, supplies	\$168.00
DIAMOND VOGEL PAINTS, bld&grnds	\$172.45
DIXON RESOURCES UNLIMITED, services	\$11,642.80
DLR GROUP, services	\$984.57
DOUGLAS COUNTY SHERIFF'S OFC, services	\$150.00
DULTMEIER SALES & SERVICE, maint.	\$25.43
DXP ENTERPRISES INC, maint.	\$28.50
EXPRESS DISTRIBUTION LLC, supplies	\$62.86
EXPRESS ENTERPRISES, bld&grnds	\$98.00
FBG SERVICE CORP, services	\$5,965.00
FELSBURG HOLT & ULLEVIG, services	\$2,675.51
FERRELLGAS, services	\$12.00
FIRST NATIONAL BANK FREMONT, bonds	\$310,397.50
FITZGERALD SCHORR BARMETTLER, services	\$28,373.10
FOCUS PRINTING, supplies	\$4,401.94
GALE, books	\$74.22
GCR TIRES & SERVICE, maint.	\$768.78
GENUINE PARTS CO-OMAHA, maint.	\$1,027.01
GREAT PLAINS UNIFORMS, services	\$21.50
GREATAMERICA FINANCIAL, services	\$894.50
GREATMATS.COM CORP, bld&grnds	\$4,595.58
H W WILSON CO, services	\$345.00
HANEY SHOE STORE, apparel	\$135.99
HARRIS COMPUTER SYSTEMS, services	\$2,941.00
HDR ENGINEERING INC, services	\$18,650.98
HEARTLAND PAPER, suplies	\$235.00
HEIMES CORP, services	\$10.00
HERITAGE CRYSTAL CLEAN, maint.	\$693.28
HOBBY LOBBY STORES, supplies	\$39.59
INGRAM LIBRARY SERVICES, books	\$1,011.10
INLAND TRUCK PARTS, maint.	\$51.42
INSIGHT PUBLIC SECTOR, supplies	\$757.54
JENNIFER GOSS, travel	\$455.12
KRIHA FLUID POWER CO, maint.	\$88.13
KSI CONSTRUCTION, services	\$88,923.74
LARRY'S BOILER SERVICE, bld&grnds	\$163.50
LAUSTEN JR ROBERT S, services	\$260.00
LV COMM FOUNDATION, payroll	\$60.00
MARCO INC, servcies	\$437.27
MASTER MECHANICAL SERVICE, bld&grnds	\$2,378.00
MAX I WALKER UNIFORM, services	\$653.58
MC CANN PLUMBING, services	\$89.00
MENARDS-RALSTON, bld&grnds	\$616.13
MICHAEL TODD AND CO, services	\$2,247.54
MIDWEST TAPE, media	\$59.98
MILLER PRESS, supplies	\$405.00
MINITEX - CPP, supplies	\$370.00
MSC INDUSTRIAL SUPPLY CO, bld&grnds	\$119.22
NE DEPT OF REVENUE, sales tax	\$652.18

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NEVCO SPORTS LLC, bld&grnds	\$46.64
NMC EXCHANGE LLC, maint.	\$450.86
NORTH AMERICAN RESCUE LLC, supplies	\$1,354.70
NUTS & BOLTS INC, maint.	\$256.65
OFFICE DEPOT INC, supplies	\$710.45
OMAHA WINNELSON, bld&grnds	\$126.62
OMAHA WORLD-HERALD, services	\$901.18
ONE CALL CONCEPTS INC, services	\$516.81
OPPD, utilities	\$45,541.68
O'REILLY AUTO STORES INC, maint.	\$32.53
PAPILLION SANITATION, services	\$918.94
PETTY CASH, supplies	\$234.08
PLAINS EQUIPMENT GROUP, maint.	\$632.30
RDG GEOSCIENCE & ENGINEERING, services	\$5,391.69
RDG PLANNING & DESIGN, services	\$4,033.49
SAPP BROS PETROLEUM INC, maint	\$442.75
SARPY COUNTY COURTHOUSE, services	\$4,100.03
SCHEMMER ASSOCIATES INC, services	\$2,840.00
SIGN IT, services	\$175.00
SOUTHERN UNIFORM & EQUIPMENT, apparel	\$439.23
TRANS UNION RISK, services	\$91.10
TY'S OUTDOOR POWER, services	\$7,434.52
U.S. CELLULAR, phones	\$825.89
ULTRAMAX, supplies	\$4,704.00
UNITED PARCEL, services	\$15.74
VAL VERDE ANIMAL HOSPITAL, services	\$278.18
WAL-MART, supplies	\$933.00
WHITE CAP CONSTR SUPPLY, supplies	\$130.05
WICK'S STERLING TRUCKS INC, maint.	\$82.68

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

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Library Director Barcal announced they have received a grant from the La Vista Keno Foundation in conjunction with Beyond School Bells and with support from the La Vista Community foundation for a Think, Make, Create trailer. La Vista is the first public library in Nebraska to have this resource for STEM learning. The reveal celebration will be March 7 at 10 a.m. at the La Vista Library.

Police Chief Lausten reported that yesterday LVPD investigated eight car accidents. A Police car was hit twice at 118<sup>th</sup> and Harrison. Bill Muldoon, the new Sarpy County 911 Director, will start March 5. The August Police Training Academy class has 16 recruits. On February 21 the La Vista Police Department will host another K-9 for the day. The next Citizens Police Academy will begin in 2 weeks. Officer Jamie Brown received a Staff Recognition award from the school and is doing very well in her new position as School Resource Officer (SRO).

Maddie Vasquez reported on behalf of the Mayor's Youth Leadership Council (MYLC). She reported that the MYLC has held regular monthly meetings and leadership sessions where they have explored topics of leadership development including active listening, team building, leadership styles and goal setting. The MYLC has participated in several City events including, Halloween Safe-Night, Santa's Workshop and Shop-with-a-Cop. Additionally the MYLC has taken an active role as a stakeholder group in the 84<sup>th</sup> Street Streetscape project, where they have shared and presented their vision for a redeveloped 84<sup>th</sup> Street. Councilmember Quick asked what their next goal is. Ms. Vasquez advised the MYLC will be working on arranging a canned food drive.

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## B. QUIK TRIP CORPORATION – CONDITIONAL USE PERMIT, IMPROVEMENTS AGREEMENT & RIGHT-OF-WAY DEDICATIONS LOT 3, BROOK VALLEY II BUSINESS PARK (117<sup>TH</sup> & GILES ROAD)

### 1. PUBLIC HEARING

At 7:14 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Conditional Use Permit, Improvements Agreement and Right-of-Way Dedication Lot 3, Brook Valley II Business Park at 117<sup>th</sup> and Giles Road. Mr. Eckhart representing Quik Trip gave a presentation of the project.

At 7:18 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

### 2. RESOLUTION – APPROVE CONDITIONAL USE PERMIT

Councilmember Quick introduced and moved for the adoption of Resolution No. 18-016 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 QUIK TRIP CORPORATION, TO OPERATE A CONVENIENCE STORE WITH LIMITED FUEL SALES ON LOT 3, BROOK VALLEY II BUSINESS PARK.

WHEREAS, Quik Trip Corporation has applied for approval of a conditional use permit for a convenience store with limited fuel sales on Lot 3, Brook Valley II Business Park, located southeast of 117<sup>th</sup> Street and Giles Road; 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 Quik Trip Corporation to allow for a convenience store with limited fuel sales on Lot 3, Brook Valley II Business Park.

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

### 3. RESOLUTION – APPROVE IMPROVEMENTS AGREEMENT

Councilmember Sell introduced and moved for the adoption of Resolution No. 18-017 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN IMPROVEMENTS AGREEMENT FOR LOT 3, BROOK VALLEY II BUSINESS PARK.

WHEREAS, the City Council did on February 20, 2018, approve a Conditional Use Permit for a convenience store with limited fuel sales on Lot 3, Brook Valley II Business Park subject to certain conditions; and

WHEREAS, the Developer, Quik Trip Corporation, and the Seller, Gordo-79, LLC, have agreed to execute an Improvements Agreement satisfactory in form and content to the City; and

NOW THEREFORE, BE IT RESOLVED, that the Improvements Agreement presented at the February 20, 2018, City Council meeting for Lot 3, Brook Valley II Business Park 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 Conditional Use Permit approval and with such modifications that the City Administrator or City Engineer may determine necessary or advisable.

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

## **4. RESOLUTION – APPROVE RIGHT OF WAY DEDICATION**

Councilmember Thomas introduced and moved for the adoption of Resolution No.18-018 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING APPROVAL OF THE DEDICATION AND DEED FOR PUBLIC STREET RIGHT-OF-WAY FOR THE IRREGULAR PARCEL OF REAL ESTATE, LOCATED IN THE SOUTHEAST ¼ OF SECTION 17 AND THE NORTHEAST ¼ OF SECTION 20, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA AS IDENTIFIED IN THE ATTACHED EXHIBIT "A".

WHEREAS, the City Council approved Resolution No. 18-017 which called for the seller and the developer of Lot 3, Brook Valley II Business Park, to construct certain public improvements; and

WHEREAS, the improvements require the dedication and deed for an irregular parcel of real estate described on Exhibit "A" for public right-of-way; and

WHEREAS, the City Council recommends approval of the dedication and deed document as attached for the irregular parcel, located in the Southeast ¼ of Section 17 and Northeast ¼ of Section 20, T14N, R12E of the 6<sup>TH</sup> P.M., Sarpy County, Nebraska as identified in the attached Exhibit "A"; and

WHEREAS, the City Engineer and Public Works Director recommend approval of the dedication.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the dedication and deed for public street right-of-way as shown on the attached Exhibit "A" and authorize the Mayor to sign the deed and dedication.

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

## **5. RESOLUTION – APPROVE RIGHT OF WAY DEDICATION**

Councilmember Frederick introduced and moved for the adoption of Resolution No.18-019 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING APPROVAL OF THE DEDICATION AND DEED FOR PUBLIC STREET RIGHT-OF-WAY FOR THE IRREGULAR PARCEL OF REAL ESTATE, LOCATED IN THE SOUTHEAST ¼ OF SECTION 17 AND THE NORTHEAST ¼ OF SECTION 20, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA AS IDENTIFIED IN THE ATTACHED EXHIBIT "A".

WHEREAS, the City Council approved Resolution No. 18-017 which called for the seller and the developer of Lot 3, Brook Valley II Business Park, to construct certain public improvements; and

WHEREAS, the improvements require the dedication and deed for an irregular parcel of real estate described on Exhibit "A" for public right-of-way; and

WHEREAS, the City Council recommends approval of the dedication and deed document as attached for the irregular parcel, located in the Southeast ¼ of Section 17 and Northeast ¼ of Section 20, T14N, R12E of the 6<sup>TH</sup> P.M., Sarpy County, Nebraska as identified in the attached Exhibit "A"; and

WHEREAS, the City Engineer and Public Works Director recommend approval of the dedication.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of

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La Vista, Nebraska, do hereby approve the dedication and deed for public street right-of-way as shown on the attached Exhibit "A" and authorize the Mayor to sign the deed and dedication.

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

## **C. RESOLUTION – AUTHORIZE PURCHASE – PUSH CAMERA**

Councilmember Quick introduced and moved for the adoption of Resolution No.18-020 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) VERISIGHT PRO+ PUSH CAMERA FROM NEBRASKA ENVIRONMENTAL PRODUCTS IN AN AMOUNT NOT TO EXCEED \$10,116.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a push camera is necessary; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize the purchase of one (1) VeriSight Pro+ Push Camera from Nebraska Environmental Products in an amount not to exceed \$10,116.00.

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

## **D. RESOLUTION – AUTHORIZE PURCHASE – TREADMILL AND RECUMBENT STEPPER**

Councilmember Thomas introduced and moved for the adoption of Resolution No.18-021 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) TRUE TCS650 TREADMILL AND ONE (1) NUSTEP T4R RECUMBENT STEPPER FOR THE COMMUNITY CENTER FROM BODY BASICS FITNESS EQUIPMENT, OMAHA, NE, IN AN AMOUNT NOT TO EXCEED \$7,720.00.

WHEREAS, the Mayor and City Council have determined that the purchase of a treadmill and recumbent stepper for the Community Center is necessary; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize the purchase of one (1) True TCS650 Treadmill and one (1) Nustep T4R Recumbent Stepper for the Community Center from Body Basics Fitness Equipment, Omaha, NE, in an amount not to exceed \$7,720.00.

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

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

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

## COMMENTS FROM THE FLOOR

There were no comments from the floor.

## E. EXECUTIVE SESSION – CONTRACT NEGOTIATIONS: LAND ACQUISITION; LITIGATION

At 7:26 p.m. Councilmember Crawford made a motion to go into executive for protection of the public interest for contract negotiations, land acquisition and litigation. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 7:34 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, Sheehan, Thomas, Crawford, and Hale. Nays: None. Abstain: None. Absent: Quick and Sell. Motion carried.

## COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig reminded Council that the City Council Work Session will be held at 8:00am on Saturday, February 24 in the Annex.

At 7:35 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

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

CITY OF LA VISTA

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

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**LA VISTA CITY COUNCIL  
WORK SESSION  
February 24, 2018**

A work session of the City Council of the City of La Vista, Nebraska was convened in open and public session at 8:00 a.m. on February 24, 2018. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Director of Public Works Soucie, City Engineer Kottmann, Director of Administrative Services Pokorny, Community Development Director Birch, Human Resources Director Czarnick, Library Director Barcal, and Assistant Recreation Director Karlson.

A notice of the work session was given in advance thereof by publication in the Times on February 14, 2018. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

**1. INTRODUCTION**

City Administrator Gunn gave an overview of the information that would be presented in the work session.

**2. CAPITAL IMPROVEMENT PROGRAM REVIEW**

Assistant Director of Public Works Calentine reviewed the Capital Improvement Program (CIP) with the Mayor and City Council. Calentine stated that the most significant change in the CIP is big projects are now broken down into smaller projects. Discussions were held on various CIP projects and funding of those projects.

**3. CAPITAL OUTLAY PROCESS REVIEW**

Assistant Director of Public Works Calentine reviewed the Capital Outlay process with the Mayor and City Council. Calentine informed Council that a different approach has been taken to determine what capital items are needed for public works. A volunteer team of public works employees, representing all of the divisions, will review and determine what items are needed.

**4. FINANCIAL FORECASTING REVIEW**

City Administrator Gunn went through a handout, which was given to the Mayor and City Council. Gunn talked about the long range financial planning and the challenges of forecasting the financial. Gunn went through each fund and explained what the money is used for and where it comes from. Included in this review were options for future revenue sources.

**5. BRANDING**

City Administrator Gunn gave a presentation on branding. She stated that a brand is what people say about you when you are not around. It is what emotionally connects people to La Vista. It creates an identity for La Vista. Community Relations Coordinator Beaumont and Assistant to the City Administrator Prouhet went through examples of the branding processes that happened in Avondale Arizona and Herndon Virginia. Gunn went through the recommended next steps in this process. Discussion was held. Gunn was directed to bring in someone who can talk to the group about branding and marketing.

**6. OTHER**

There was no other business.

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**COMMENTS FROM MAYOR AND COUNCIL**

There were no comments from the Mayor and Council.

At 11:27 a.m., Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

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

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

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**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the three months ending December 31, 2017**  
**25% of the Fiscal Year 2018**

<u>Preliminary</u>	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	Over( <u>under</u> ) <u>Budget</u>	% of budget <u>Used</u>
<b>REVENUES</b>					
General Fund	\$ 16,914,117	\$ 522,882	\$ 2,200,027	\$ (14,714,090)	13%
Sewer Fund	4,243,469	306,704	951,776	(3,291,693)	22%
Debt Service Fund	5,496,931	155,403	648,019	(4,848,912)	12%
Lottery Fund	1,395,461	103,356	299,613	(1,095,848)	21%
Economic Development Fund	30,060	296,643	296,643	266,583	987%
Off Street Parking Fund	514	-	-	(514)	0%
Redevelopment Fund	2,531,484	86,445	466,816	(2,064,668)	18%
Police Academy	80,012	80,000	80,000	(12)	100%
<b>Total Revenues</b>	<b>30,692,048</b>	<b>1,551,433</b>	<b>4,942,894</b>	<b>(25,749,154)</b>	<b>16%</b>
<b>EXPENDITURES</b>					
General Fund	17,633,989	1,467,429	3,995,488	(13,638,501)	23%
Sewer Fund	3,644,947	75,122	467,197	(3,177,750)	13%
Debt Service Fund	4,481,471	24,577	1,752,390	(2,729,081)	39%
Lottery Fund	692,994	35,318	131,154	(561,840)	19%
Economic Development Fund	16,425,000	-	1,400,953	(15,024,047)	9%
Off Street Parking Fund	585,523	776	514,877	(70,646)	88%
Redevelopment Fund	1,025,825	11,506,188	11,640,000	10,614,175	
Police Academy	91,728	7,078	13,131	(78,597)	14%
<b>Total Expenditures</b>	<b>44,581,477</b>	<b>13,116,488</b>	<b>19,915,190</b>	<b>(24,666,287)</b>	<b>45%</b>
<b>REVENUES NET OF EXPENDITURES</b>					
General Fund	(719,872)	(944,547)	(1,795,462)	(1,075,590)	
Sewer Fund	598,522	231,583	484,579	(113,943)	
Debt Service Fund	1,015,460	130,827	(1,104,371)	(2,119,831)	
Lottery Fund	702,467	68,038	168,459	(534,008)	
Economic Development Fund	(16,394,940)	296,643	(1,104,310)	15,290,630	
Off Street Parking Fund	(585,009)	(776)	(514,877)	70,132	
Redevelopment Fund	1,505,659	(11,419,743)	(11,173,184)	(12,678,843)	
Police Academy	(11,716)	72,922	66,869	78,585	
<b>Revenues Net of Expenditures</b>	<b>(13,889,429)</b>	<b>(11,565,055)</b>	<b>(14,972,296)</b>	<b>(1,082,867)</b>	<b>(0)</b>
<b>Capital Improvement Program Fund</b>					
<b>REVENUES</b>	<b>117</b>	<b>-</b>	<b>-</b>	<b>(117)</b>	<b>0%</b>
<b>EXPENDITURES</b>	<b>28,044,751</b>	<b>1,309,165</b>	<b>2,185,339</b>	<b>(25,859,412)</b>	<b>8%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>(28,044,634)</b>	<b>(1,309,165)</b>	<b>(2,185,339)</b>	<b>25,859,295</b>	
<b>TRANSFERS IN &amp; BOND PROCEEDS</b>	<b>28,044,751</b>	<b>1,100,000</b>	<b>1,931,649</b>	<b>(26,113,102)</b>	<b>7%</b>
<b>Net Activity</b>	<b>117</b>	<b>(209,165)</b>	<b>(253,690)</b>	<b>(253,807)</b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the three months ending December 31, 2017**  
**25% of the Fiscal Year 2018**

<u>Preliminary</u>	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b>TRANSFERS IN &amp; BOND PROCEEDS</b>					
General Fund	93,625	-	34,742	(58,883)	37%
Sewer Fund	-	-	3,143	3,143	0%
Debt Service Fund	-	-	-	-	-
Capital Improvement Program Fund	28,044,751	1,100,000	1,931,649	(26,113,102)	7%
Lottery Fund	-	-	-	-	-
Economic Development Fund	600,000	-	600,000	-	100%
Off Street Parking Fund	590,000	10,000	526,191	(63,809)	89%
Redevelopment Fund	19,857,507	18,896,166	18,896,166	(961,341)	95%
Police Academy	20,000	-	-	(20,000)	0%
Transfers In	<b>49,205,883</b>	<b>20,006,166</b>	<b>21,991,891</b>	<b>(27,213,992)</b>	<b>45%</b>
<b>TRANSFERS OUT</b>					
General Fund	(1,210,000)	(10,000)	(1,126,191)	83,809	93%
Sewer Fund	(380,000)	-	-	380,000	0%
Debt Service Fund	(5,528,600)	-	(290,741)	5,237,859	5%
Capital Improvement Program Fund	-	-	-	-	-
Lottery Fund	(372,269)	-	(38,009)	334,260	10%
Economic Development Fund	-	-	-	-	-
Off Street Parking Fund	-	-	-	-	-
Redevelopment Fund	(21,857,507)	(1,100,000)	(1,640,783)	20,216,724	8%
Police Academy	-	-	-	-	-
Transfers Out	<b>(29,348,376)</b>	<b>(1,110,000)</b>	<b>(3,095,725)</b>	<b>26,252,651</b>	<b>11%</b>
<b>NET TRANSFERS &amp; BOND PROCEEDS</b>					
General Fund	(1,116,375)	(10,000)	(1,091,449)	24,926	98%
Sewer Fund	(380,000)	-	3,143	383,143	0%
Debt Service Fund	(5,528,600)	-	(290,741)	5,237,859	5%
Capital Improvement Program Fund	28,044,751	1,100,000	1,931,649	(26,113,102)	7%
Lottery Fund	(372,269)	-	(38,009)	334,260	10%
Economic Development Fund	600,000	-	600,000	-	100%
Off Street Parking Fund	590,000	10,000	526,191	(63,809)	89%
Redevelopment Fund	(2,000,000)	17,796,166	17,255,383	19,255,383	-
Police Academy	20,000	-	-	(20,000)	0%
Bond Proceeds	<b>19,857,507</b>	<b>18,896,166</b>	<b>18,896,166</b>	<b>(961,341)</b>	<b>95%</b>
<b>NET FUND ACTIVITY</b>					
General Fund	(1,836,247)	(954,547)	(2,886,911)	(1,050,664)	-
Sewer Fund	218,522	231,583	487,722	269,200	-
Debt Service Fund	(4,513,140)	130,827	(1,395,112)	3,118,028	-
Capital Improvement Program Fund	117	(209,165)	(253,690)	(253,807)	-
Lottery Fund	330,198	68,038	130,450	(199,748)	-
Economic Development Fund	(15,794,940)	296,643	(504,310)	15,290,630	-
Off Street Parking Fund	4,991	9,224	11,314	6,323	-
Redevelopment Fund	(494,341)	6,376,423	6,082,198	6,576,539	-
Police Academy	8,284	72,922	66,869	58,585	-
Net Activity	<b>\$ (22,076,556)</b>	<b>\$ 6,021,947</b>	<b>\$ 1,738,531</b>	<b>\$ 23,815,087</b>	<b>-</b>

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the three months ending December 31, 2017**  
**25% of the Fiscal Year 2018**

<u>Preliminary</u>	<u>General Fund</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b><u>REVENUES</u></b>					
Property Taxes	\$ 6,593,220	\$ 46,423	\$ 195,282	\$ (6,397,938)	3%
Sales and use taxes	5,028,839	167,841	917,938	(4,110,901)	18%
Payments in Lieu of taxes	275,000	-	-	(275,000)	0%
State revenue	1,720,423	130,856	429,852	(1,290,571)	25%
Occupation and franchise taxes	1,070,492	50,877	189,720	(880,772)	18%
Hotel Occupation Tax	997,500	63,918	225,899	(771,601)	23%
Licenses and permits	537,536	32,879	150,925	(386,611)	28%
Interest income	20,568	3,384	10,961	(9,607)	53%
Recreation fees	153,455	2,615	33,431	(120,024)	22%
Special Services	23,889	1,662	3,835	(20,054)	16%
Grant Income	256,759	4,320	10,313	(246,447)	4%
Other	236,436	18,106	31,871	(204,565)	13%
<b>Total Revenues</b>	<b>16,914,117</b>	<b>522,882</b>	<b>2,200,027</b>	<b>(14,714,090)</b>	<b>13%</b>
<b><u>EXPENDITURES</u></b>					
Current:					
Administrative Services	879,230	65,502	168,814	(710,416)	19%
Mayor and Council	234,444	15,368	61,902	(172,542)	26%
Boards & Commissions	10,133	36	1,078	(9,055)	11%
Public Buildings & Grounds	543,114	33,112	70,480	(472,634)	13%
Administration	785,352	65,317	173,166	(612,186)	22%
Police and Animal Control	4,801,966	523,835	1,225,577	(3,576,389)	26%
Fire	2,131,593	153,423	459,653	(1,671,940)	22%
Community Development	627,525	53,465	138,752	(488,773)	22%
Public Works	3,678,248	318,713	851,492	(2,826,756)	23%
Recreation	831,878	61,812	154,855	(677,023)	19%
Library	834,933	77,753	198,657	(636,276)	24%
Information Technology	244,423	7,402	67,413	(177,010)	28%
Human Resources	977,744	51,132	143,851	(833,893)	15%
Public Transportation	98,664	7,456	20,162	(78,502)	20%
Capital outlay	954,742	33,101	259,638	(695,105)	27%
<b>Total Expenditures</b>	<b>17,633,989</b>	<b>1,467,429</b>	<b>3,995,488</b>	<b>(13,638,501)</b>	<b>23%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>(719,872)</b>	<b>(944,547)</b>	<b>(1,795,462)</b>	<b>(1,075,590)</b>	
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Operating transfers in (Lottery)	93,625	-	34,742	(58,883)	37%
Operating transfers out (EDF, OSP, CIP)	(1,210,000)	(10,000)	(1,126,191)	83,809	93%
Bond/registered warrant proceeds	-	-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<b>(1,116,375)</b>	<b>(10,000)</b>	<b>(1,091,449)</b>	<b>24,926</b>	<b>98%</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>					
	<b>\$ (1,836,247)</b>	<b>\$ (954,547)</b>	<b>\$ (2,886,911)</b>	<b>\$ (1,050,664)</b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS**  
For the three months ending December 31, 2017  
25% of the Fiscal Year 2018

<u>Preliminary</u>	<u>Sewer Fund</u>					<u>% of Budget Used</u>
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>(Under) Budget</u>		
<b>REVENUES</b>						
User fees	\$ 4,023,015	\$ 295,067	\$ 911,396	\$ (3,111,619)		23%
Service charge and hook-up fees	206,806	10,874	33,121	(173,685)		16%
Grant Income	10,000	-	-	(10,000)		0%
Miscellaneous (MUD old SID refunds)	457	22	5,666	5,209		
<b>Total Revenues</b>	<b>4,240,278</b>	<b>305,963</b>	<b>950,183</b>	<b>(3,290,095)</b>		<b>22%</b>
<b>EXPENDITURES</b>						
General & Administrative	172,093	18,070	45,110	(126,983)		26%
Maintenance	3,355,372	53,976	401,847	(2,953,525)		12%
Storm Water Grant	56,002	-	2,318	(53,684)		4%
Capital Outlay	61,480	3,076	17,923	(43,557)		29%
<b>Total Expenditures</b>	<b>3,644,947</b>	<b>75,122</b>	<b>467,197</b>	<b>(3,177,750)</b>		<b>13%</b>
<b>OPERATING INCOME (LOSS)</b>	<b>595,331</b>	<b>230,842</b>	<b>482,986</b>	<b>(112,345)</b>		
<b>NON-OPERATING REVENUE (EXPENSE)</b>						
Interest income	3,191	741	1,593	(1,598)		50%
	<u>3,191</u>	<u>741</u>	<u>1,593</u>	<u>(1,598)</u>		<u>50%</u>
<b>INCOME (LOSS) BEFORE OPERATING TRANSFERS</b>	<b>598,522</b>	<b>231,583</b>	<b>484,579</b>	<b>(113,943)</b>		
<b>OTHER FINANCING SOURCES (USES)</b>						
Operating transfers in (Lottery Events)	-	-	3,143	3,143		0%
Operating transfers out (CIP)	(380,000)	-	-	380,000		0%
<b>Total other Financing Sources (Uses)</b>	<b>(380,000)</b>	<b>-</b>	<b>3,143</b>	<b>383,143</b>		<b>-1%</b>
<b>NET INCOME (LOSS)</b>	<b>\$ 218,522</b>	<b>\$ 231,583</b>	<b>\$ 487,722</b>	<b>\$ 269,200</b>		

Note: City of Omaha billing (Maintenance Expense) in arrears for November, and December estimated at \$360,000.  
Adjusted (Under) Over Budget \$(90,800).

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the three months ending December 31, 2017**  
**25% of the Fiscal Year 2018**

<u>Preliminary</u>	<u>Debt Service Fund</u>				<u>% of budget Used</u>
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>	
<b>REVENUES</b>					
Property Taxes	\$ 2,110,551	\$ 3,293	\$ 27,301	\$ (2,083,250)	1%
Sales and use taxes	2,514,420	83,921	458,969	(2,055,451)	18%
Payments in Lieu of taxes	-	-	-	-	0%
Interest income	10,117	2,860	9,445	(672)	93%
Other (Special Assessments; Fire Reimbursmt)	861,843	65,330	152,304	(709,539)	18%
<b>Total Revenues</b>	<b>5,496,931</b>	<b>155,403</b>	<b>648,019</b>	<b>(4,848,912)</b>	<b>12%</b>
<b>EXPENDITURES</b>					
Current:					
Administration	90,000	470	703	(89,297)	1%
Fire Contract Bond	300,056	24,107	72,321	(227,735)	24%
Debt service					
Principal	3,123,200	-	1,480,000	(1,643,200)	47%
Interest	968,215	-	199,366	(768,849)	21%
<b>Total Expenditures</b>	<b>4,481,471</b>	<b>24,577</b>	<b>1,752,390</b>	<b>(2,729,081)</b>	<b>39%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>1,015,460</b>	<b>130,827</b>	<b>(1,104,371)</b>	<b>(2,119,831)</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (Lottery Bond)	-	-	-	-	0%
Operating transfers out (CIP)	(5,528,600)	-	(290,741)	5,237,859	5%
Bond/registered warrant proceeds	-	-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<b>(5,528,600)</b>	<b>-</b>	<b>(290,741)</b>	<b>5,237,859</b>	
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>	<b>\$ (4,513,140)</b>	<b>\$ 130,827</b>	<b>\$ (1,395,112)</b>	<b>\$ 3,118,028</b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the three months ending December 31, 2017**  
**25% of the Fiscal Year 2018**

	<u>Preliminary</u>	<u>Capital Fund</u>				<u>% of budget Used</u>
		<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>	
<b>REVENUES</b>						
Interest income	\$ 117	\$ -	\$ -	\$ (117)		0%
Grant Income	-	-	-	-		0%
Interagency	-	-	-	-		0%
<b>Total Revenues</b>	<b>117</b>	<b>-</b>	<b>-</b>	<b>(117)</b>		<b>0%</b>
<b>EXPENDITURES</b>						
Current:						
Capital outlay	28,044,751	1,309,165	2,185,339	(25,859,412)		8%
<b>Total Expenditures</b>	<b>28,044,751</b>	<b>1,309,165</b>	<b>2,185,339</b>	<b>(25,859,412)</b>		<b>8%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>(28,044,634)</b>	<b>(1,309,165)</b>	<b>(2,185,339)</b>	<b>25,859,295</b>		
<b>OTHER FINANCING SOURCES (USES)</b>						
Operating transfers in	28,044,751	1,100,000	1,931,649	(26,113,102)		7%
Operating transfers out	-	-	-	-		0%
Bond/registered warrant proceeds	-	-	-	-		0%
<b>Total other Financing Sources (Uses)</b>	<b>28,044,751</b>	<b>1,100,000</b>	<b>1,931,649</b>	<b>(26,113,102)</b>		<b>7%</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>						
	\$ 117	\$ (209,165)	\$ (253,690)	\$ (253,807)		

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the three months ending December 31, 2017**  
**25% of the Fiscal Year 2018**

<u>Preliminary</u>	<u>Lottery Fund</u>					<u>% of budget</u>
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>Used</u>	
<b>REVENUES</b>						
Lottery Rev/Community Betterment	\$ 1,000,000	\$ 71,475	\$ 209,006	\$ (790,994)		21%
Lottery Tax Form 51	360,000	28,590	83,549	(276,451)		23%
Event Revenue	25,700	-	1,564	(24,136)		6%
Interest income	9,761	3,291	5,494	(4,267)		56%
Miscellaneous / Other	-	-	-	-		0%
<b>Total Revenues</b>	<b>1,395,461</b>	<b>103,356</b>	<b>299,613</b>	<b>(1,095,848)</b>		<b>21%</b>
<b>EXPENDITURES</b>						
Current:						
Professional Services	200,493	5,694	35,604	(164,889)		18%
Salute to Summer	30,498	-	-	(30,498)		0%
Community Events	9,349	840	7,891	(1,458)		84%
Events - Marketing	27,228	194	2,561	(24,667)		9%
Recreation Events	9,683	-	1,550	(8,133)		16%
Concert & Movie Nights	10,506	-	-	(10,506)		0%
Travel & Training	45,237	-	-	(45,237)		0%
State Taxes	360,000	28,590	83,549	(276,451)		23%
Other	-	-	-	-		0%
Capital outlay	-	-	-	-		0%
<b>Total Expenditures</b>	<b>692,994</b>	<b>35,318</b>	<b>131,154</b>	<b>(561,840)</b>		<b>19%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>702,467</b>	<b>68,038</b>	<b>168,459</b>	<b>(534,008)</b>		
<b>OTHER FINANCING SOURCES (USES)</b>						
Operating transfers in	-	-	-	-		
Operating transfers out	(372,269)	-	(38,009)	334,260		10%
Bond/registered warrant proceeds	-	-	-	-		
<b>Total other Financing Sources (Uses)</b>	<b>(372,269)</b>	<b>-</b>	<b>(38,009)</b>	<b>334,260</b>		<b>10%</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>						
	\$ 330,198	\$ 68,038	\$ 130,450	\$ (199,748)		

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
For the three months ending December 31, 2017  
25% of the Fiscal Year 2018

<u>Preliminary</u>	<u>Economic Development</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b>REVENUES</b>					
JQH Payment	-	296,643	296,643	296,643	
Interest income	30,060	-	-	(30,060)	
<b>Total Revenues</b>	<b>30,060</b>	<b>296,643</b>	<b>296,643</b>	<b>266,583</b>	
<b>EXPENDITURES</b>					
Current:					
Community Development	-	-	-	-	0%
Professional Services	5,000	-	-	(5,000)	0%
Debt service: (Warrants)					0%
Principal	16,420,000	-	780,000	(15,640,000)	5%
Interest	-	-	620,953	620,953	0%
<b>Total Expenditures</b>	<b>16,425,000</b>	<b>-</b>	<b>1,400,953</b>	<b>(15,024,047)</b>	<b>9%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>(16,394,940)</b>	<b>296,643</b>	<b>(1,104,310)</b>	<b>15,290,630</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	600,000	-	600,000	-	100%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	-	-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<b>600,000</b>	<b>-</b>	<b>600,000</b>	<b>-</b>	<b>100%</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>					
	\$ <b>(15,794,940)</b>	\$ <b>296,643</b>	\$ <b>(504,310)</b>	\$ <b>15,290,630</b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the three months ending December 31, 2017**  
**25% of the Fiscal Year 2018**

	<u>Preliminary</u>	Off Street Parking				
		<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b>REVENUES</b>						
Interest income		514	-	-	(514)	0%
<b>Total Revenues</b>		<b>514</b>	<b>-</b>	<b>-</b>	<b>(514)</b>	<b>0%</b>
<b>EXPENDITURES</b>						
Current						
General & Administrative		20,518	776	3,449	(17,069)	17%
Professional Services			-	-		0%
Maintenance		19,890	-	1,520	(18,370)	8%
Debt service: (Warrants)						
Principal		470,000	-	470,000	-	100%
Interest		75,115	-	39,908	(35,208)	53%
<b>Total Expenditures</b>		<b>585,523</b>	<b>776</b>	<b>514,877</b>	<b>(70,646)</b>	<b>88%</b>
<b>REVENUES NET OF EXPENDITURES</b>		<b>(585,009)</b>	<b>(776)</b>	<b>(514,877)</b>	<b>70,132</b>	
<b>OTHER FINANCING SOURCES (USES)</b>						
Operating transfers in		590,000	10,000	526,191	(63,809)	89%
Operating transfers out					-	0%
Bond/registered warrant proceeds			-	-	-	0%
<b>Total other Financing Sources (Uses)</b>		<b>590,000</b>	<b>10,000</b>	<b>526,191</b>	<b>(63,809)</b>	<b>89%</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>						
		\$ <b>4,991</b>	\$ <b>9,224</b>	\$ <b>11,314</b>	\$ <b>6,323</b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
For the three months ending December 31, 2017  
25% of the Fiscal Year 2018

<u>Preliminary</u>	<u>Redevelopment Fund</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b>REVENUES</b>					
Sales and use taxes	2,514,420	83,921	458,969	(2,055,451)	18%
Interest income	17,064	2,524	7,846	(9,218)	46%
<b>Total Revenues</b>	<b>2,531,484</b>	<b>86,445</b>	<b>466,816</b>	<b>(2,064,668)</b>	<b>18%</b>
<b>EXPENDITURES</b>					
Current:					
Community Development	-	-	-	-	0%
Professional Services	55,000	8,369	124,994	69,994	227%
Financial / Legal Fees	51,000	210,171	227,358	176,358	
Debt service: (Warrants)					
Principal	395,000	11,244,907	11,244,907	10,849,907	
Interest	524,825	42,741	42,741	(482,084)	8%
<b>Total Expenditures</b>	<b>1,025,825</b>	<b>11,506,188</b>	<b>11,640,000</b>	<b>10,614,175</b>	
<b>REVENUES NET OF EXPENDITURES</b>	<b>1,505,659</b>	<b>(11,419,743)</b>	<b>(11,173,184)</b>	<b>(12,678,843)</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	-	-	-	-	0%
Operating transfers out	(21,857,507)	(1,100,000)	(1,640,783)	20,216,724	8%
Bond/registered warrant proceeds	19,857,507	18,896,166	18,896,166	(961,341)	95%
<b>Total other Financing Sources (Uses)</b>	<b>(2,000,000)</b>	<b>17,796,166</b>	<b>17,255,383</b>	<b>19,255,383</b>	
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>					
	\$ <b>(494,341)</b>	\$ <b>6,376,423</b>	\$ <b>6,082,198</b>	\$ <b>6,576,539</b>	

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
For the three months ending December 31, 2017  
25% of the Fiscal Year 2018

<u>Preliminary</u>	<u>Police Academy Fund</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<b>REVENUES</b>					
Other Income	80,000	80,000	80,000	-	100%
Interest income	12	-	-	(12)	0%
<b>Total Revenues</b>	<b>80,012</b>	<b>80,000</b>	<b>80,000</b>	<b>(12)</b>	<b>100%</b>
<b>EXPENDITURES</b>					
Current:					
Personnel Services	72,228	6,576	10,943	(61,285)	15%
Commodities	3,500	143	453	(3,047)	13%
Contract Services	11,000	360	544	(10,456)	5%
Other Charges	5,000	-	1,190	(3,810)	24%
<b>Total Expenditures</b>	<b>91,728</b>	<b>7,078</b>	<b>13,131</b>	<b>(78,597)</b>	<b>14%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>(11,716)</b>	<b>72,922</b>	<b>66,869</b>	<b>78,585</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	20,000			(20,000)	0%
Operating transfers out	-	-	-	-	0%
<b>Total other Financing Sources (Uses)</b>	<b>20,000</b>	<b>-</b>	<b>-</b>	<b>(20,000)</b>	
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>					
	\$ 8,284	\$ 72,922	\$ 66,869	\$ 58,585	

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4852 South 133rd Street, Suite 105  
 Omaha, NE 68137  
 Phone: 402-618-1099

# INVOICE

DATE: 2/12/2018  
 INVOICE # 17-1012  
 Customer ID 0078

**BILL TO:**

Mr. John Kottmann, P.E.  
 City Engineer  
 City of La Vista  
 9900 Portal Road  
 La Vista, NE 68128

**REFERENCE**  
 Civic Center Park  
 90% Complete

DESCRIPTION	AMOUNT
Acquire Terrestrial Mobile LiDAR Data and surface on La Vista Civic Center Park, Phase 1 Grading as per our letter proposal dated November 27, 2017 (90% complete and delivered)	13,140.00
Final 10% of the contract will be invoiced upon completion of excavation of the northerly portion of the lake area, the scanning and a complete surface delivered.	

**OTHER COMMENTS**

1. Total payment due in 30 days
2. Please include the invoice number on your check

SUBTOTAL	\$ 13,140.00
TAX RATE	0.000%
TAX	\$ -
OTHER	\$ -
<b>TOTAL</b>	<b>\$ 13,140.00</b>

Make all checks payable to  
 Terrametrix, LLC

O.K. to pay  
 FMK 2-20-2018  
 05.71.0916.003

If you have any questions about this invoice, please contact  
 Michael Frecks 402-618-1099 [mfrecks@terrmetrix3d.com](mailto:mfrecks@terrmetrix3d.com)

[www.terrmetrix3d.com](http://www.terrmetrix3d.com)

Consent Agenda 3/6/18

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Invoice



listen.DESIGN.deliver

6457 Frances Street, Suite 200

Omaha, NE 68106

402-393-4100 Fax 402-393-8747

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

February 12, 2018

Project No: 10-17105-01  
Invoice No: 0144483

Project 10-17105-01 La Vista City Centre Parking Fac CA

Billing Period: January 1, 2018 to January 31, 2018

Fee

Total Fee	34,000.00		
Percent Complete	11.00	Total Earned	3,740.00
		Previous Fee Billing	0.00
		Current Fee Billing	3,740.00
		<b>Total Fee</b>	<b>3,740.00</b>
		<b>Total this Invoice</b>	<b>\$3,740.00</b>

Billings to Date

	Current	Prior	Total
Fee	3,740.00	0.00	3,740.00
<b>Totals</b>	<b>3,740.00</b>	<b>0.00</b>	<b>3,740.00</b>

O.K. to pay

EFMK 2-20-2018

CD-17-008

05.71.0909.003

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

Matthew Gulsvig, AIA, LEED AP

Consent Agenda 3/6/18 *JK*

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# Invoice

Reference Invoice Number with Payment

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

**HDR Invoice No.** 1200101929  
**Invoice Date** 12-FEB-2018  
**Invoice Amount Due** \$28,344.26  
**Payment Terms** 30 NET

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

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

Project Management for Services for Public Improvements and Other Works.

Professional Services  
 From: 31-DEC-2017 To: 03-FEB-2018

Professional Services Summarization	Hours	Billing Rate	Amount
Civil Engineer	46.50		6,990.50
Communications Coordinator	46.00		3,536.92
Communications Coordinator Sr	3.50		522.59
Graphic Designer 2	56.50		4,782.35
Project Controller	1.00		100.89
Project Manager	79.00		10,816.74
Sr. Civil Engineer	9.00		1,406.97
	241.50		<b>\$28,156.96</b>
		<b>Total Professional Services</b>	<b>\$28,156.96</b>

Expense Summarization	Quantity	Billing Rate	Amount
Mileage Personal	153.00		82.58
Printing/Reprographics			104.72
<b>Total Expenses</b>			<b>\$187.30</b>

**Amount Due This Invoice (USD)** **\$28,344.26**

Fee Amount	\$649,972.00
Fee Invoiced to Date	\$231,194.31
Fee Remaining	\$418,777.69

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

05.11.0909.03

R. Ramirez

Consent Agenda 3/6/18

# Invoice

HDR Invoice No. 1200101929  
Invoice Date 12-FEB-2018

## Professional Services and Expense Detail

Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs	
Task Number:	1.0	Task Description:	Project Management	
<b>Professional Services</b>				
		Hours	Billing Rate	Amount
Civil Engineer	Christiansen, Adam P.	4.50	108.03	486.14
Project Controller	Clifton, Rachel M	1.00	100.89	100.89
Project Manager	Koenig, Christopher J	34.00	224.64	7,637.76
Sr. Civil Engineer	Cain, Christopher A	9.00	156.33	1,406.97
		<b>48.50</b>		<b>\$9,631.76</b>
			<b>Total Professional Services</b>	<b>\$9,631.76</b>
<b>Expense</b>				
		Qty	Billing Rate	Amount
Mileage Personal	Koenig, Christopher J	21.00	0.535	11.24
Mileage Personal	Koenig, Christopher J	36.00	0.535	19.26
Mileage Personal	Koenig, Christopher J	72.00	0.545	39.24
Printing/Reprographics	ARC Document Solutions LLC			32.08
			<b>Total Expense</b>	<b>\$101.82</b>
			<b>Total Task</b>	<b>\$9,733.58</b>

# Invoice

HDR Invoice No. 1200101929  
Invoice Date 12-FEB-2018

<b>Professional Services and Expense Detail</b>				
Project Number:	10053040 <th>Project Description:</th> <td data-cs="2" data-kind="parent">LaVista-Project Mgmt Svcs</td> <td data-kind="ghost"></td>	Project Description:	LaVista-Project Mgmt Svcs	
Task Number:	2.0	Task Description:	Construction Team Coordination	
<b>Professional Services</b>		<b>Hours</b>	<b>Billing Rate</b>	<b>Amount</b>
Civil Engineer	Cain, Christopher A	37.00	156.33	5,784.21
Civil Engineer	Wilmes, Kylie Ann	5.00	144.03	720.15
Project Manager	Anderson, Scott D	41.00	55.62	2,280.42
Project Manager	Koenig, Christopher J	4.00	224.64	898.56
		<b>87.00</b>		<b>\$9,683.34</b>
			<b>Total Professional Services</b>	<b>\$9,683.34</b>
<b>Expense</b>		<b>Qty</b>	<b>Billing Rate</b>	<b>Amount</b>
Mileage Personal	Koenig, Christopher J	24.00	0.535	12.84
Printing/Regraphics	ARC Document Solutions LLC			39.75
			<b>Total Expense</b>	<b>\$52.59</b>
			<b>Total Task</b>	<b>\$9,735.93</b>

# Invoice

HDR Invoice No. 1200101929  
Invoice Date 12-FEB-2018

## Professional Services and Expense Detail

Project Number: 10053040  
Task Number: 3.0

Project Description: LaVista-Project Mgmt Svcs  
Task Description: Public Outreach

### Professional Services

		Hours	Billing Rate	Amount
Communications Coordinator	McGuire, Shannon K	1.25	78.69	98.36
Communications Coordinator	Rief, Matthew C D	6.00	101.70	610.20
Communications Coordinator	Veldhouse, Kristen Lynn	38.75	72.99	2,828.36
Communications Coordinator Sr	Rittershaus, Stephanie Gwen	3.50	149.31	522.59
Graphic Designer 2	George, Elizabeth L	16.00	69.00	1,104.00
Graphic Designer 2	Meszler, Christopher S	24.00	90.09	2,162.16
Graphic Designer 2	Rolfs, Christina A	16.50	91.89	1,516.19
		106.00		\$8,841.86
			<b>Total Professional Services</b>	<b>\$8,841.86</b>

### Expense

	Qty	Billing Rate	Amount	
Printing/Regraphics		ARC Document Solutions LLC	32.89	
			<b>Total Expense</b>	<b>\$32.89</b>
			<b>Total Task</b>	<b>\$8,874.75</b>

Design Workshop, Inc.  
 Landscape Architecture  
 Planning  
 Urban Design

January 2, 2018  
 Invoice No: 0058328

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

**Current Invoice Total** **\$47,391.19**

Project 005806.00 84th Streetscape Plan  
 Professional Planning and Design Services.

**Professional Services from December 1, 2017 to December 31, 2017**

Task 010 Existing Context Survey & Mapping  
 Fee

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
48,920.00	100.00	48,920.00	48,920.00	0.00

**Total Fee** **0.00**

**Total this Task** **0.00**

Task 020 Meetings  
 Fee

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
73,130.00	80.00	58,504.00	51,191.00	7,313.00

**Total Fee** **7,313.00**

**Total this Task** **\$7,313.00**

Task 030 Conceptual Illustrative Plan  
 Fee

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
63,740.00	90.00	57,366.00	30,850.16	26,515.84

**Total Fee** **26,515.84**

**Total this Task** **\$26,515.84**

Task 040 Selection of Preferred Streetscape Plan

**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	0058328
Fee	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing		
	55,245.00	18.33	10,126.41	0.00	10,126.41		
<b>Total Fee</b>				<b>10,126.41</b>			
<b>Total this Task</b>				<b>\$10,126.41</b>			
Task Fee	099	Reimbursable Expenses					
Fee	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing		
	33,250.00	39.1615	13,021.21	9,585.27	3,435.94		
<b>Total Fee</b>				<b>3,435.94</b>			
<b>Total this Task</b>				<b>\$3,435.94</b>			
<b>Total this Invoice</b>				<b>\$47,391.19</b>			

#### Outstanding Invoices

Number	Date	Balance	
0058190	12/7/2017	44,413.86	
<b>Total</b>		<b>44,413.86</b>	
			<b>Total Now Due</b>
			<b>\$91,805.05</b>

Please include invoice number on remittance to: 1390 Lawrence Street, Suite 100, Denver, CO 80204

**APPROVED**  
*consent agenda*  
*AB 2-26-18*  
*16-53-0303*

*Consent Agenda 3/6/18*

**DESIGNWORKSHOP**

Aspen • Austin • Chicago • Denver • Houston • Lake Tahoe • Los Angeles • Shanghai  
 1390 Lawrence Street, Suite 100, Denver, Colorado 80204 • 303.623.5186 • 303.623.2280 (fax)

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**Invoice**

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

February 20, 2018

Invoice No: 296243

**Invoice Total \$29,012.28**

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 December 31, 2017 through February 3, 2018 for work completed in accordance with agreement dated October 7, 2016 and Amendment #1 dated July 7, 2017, Amendment #2 dated July 21, 2017, and Amendment #3 dated November 21, 2017.

NTP: 12.06.16

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

Phase	100	Due Diligence
-------	-----	---------------

**Labor**

	Hours	Rate	Amount
Principal	.50	176.00	88.00
<b>Totals</b>	<b>.50</b>		<b>88.00</b>
<b>Total Labor</b>			<b>88.00</b>
		<b>Total this Phase</b>	<b>\$88.00</b>

Phase	200	Phase 1 Infrastructure Design Including Amendments 2 & 3
-------	-----	--

**Labor**

	Hours	Rate	Amount
Assistant Professional			
Niewohner, Philip	8.00	88.00	704.00
<b>Totals</b>	<b>8.00</b>		<b>704.00</b>
<b>Total Labor</b>			<b>704.00</b>
		<b>Total this Phase</b>	<b>\$704.00</b>

Phase	300	Project Management Including Amendments 2 & 3
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Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	296243
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**Labor**

		Hours	Rate	Amount
Principal				
Egelhoff, Anthony		.75	176.00	132.00
Galley, Eric		2.00	176.00	352.00
<b>Totals</b>		<b>2.75</b>		<b>484.00</b>
<b>Total Labor</b>				<b>484.00</b>
			<b>Total this Phase</b>	<b>\$484.00</b>

Phase	400	Construction Services (Including Amendment 3)
-------	-----	---

**Labor**

		Hours	Rate	Amount
Associate Engineer		18.75	106.00	1,987.50
Assistant Engineer		1.50	88.00	132.00
Associate Surveyor		4.50	110.00	495.00
2-Man Survey Crew w/ GPS		6.00	150.00	900.00
Technical Leader		8.00	176.00	1,408.00
Construction Services Senior Technician		16.50	70.00	1,155.00
Team Leader		.50	112.00	56.00
Student Technician - Level 2		5.50	58.00	319.00
<b>Totals</b>		<b>61.25</b>		<b>6,452.50</b>
<b>Total Labor</b>				<b>6,452.50</b>
			<b>Total this Phase</b>	<b>\$6,452.50</b>

Phase	401	Construction Services 1B (Incl Amendment 3)
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**Labor**

		Hours	Rate	Amount
Project Manager		2.50	115.00	287.50
Technical Leader		1.00	176.00	176.00
Construction Services Senior Manager		4.50	150.00	675.00
Construction Services Senior Technician		43.25	70.00	3,027.50
Administrative		5.50	54.00	297.00
<b>Totals</b>		<b>56.75</b>		<b>4,463.00</b>
<b>Total Labor</b>				<b>4,463.00</b>
			<b>Total this Phase</b>	<b>\$4,463.00</b>

Phase	402	SWPPP Inspections
Fee		

Number of Mo Insp Fees 1.00  
 Fee Each 800.00

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	296243
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Subtotal	800.00
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Subtotal	800.00
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Total this Phase	\$800.00 ✓
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Phase	900	Expenses
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#### Reimbursable Expenses

Personal Vehicle Mileage	22.36
<b>Total Reimbursables</b>	<b>22.36</b>

#### Unit Billing

Line Drawing-Bond	15.72	
Field Vehicle	271.0 Miles @ 0.75	203.25
Field Vehicle	16.0 Miles @ 0.75	12.00
<b>Total Units</b>	<b>230.97</b>	<b>230.97</b>
	<b>Total this Phase</b>	<b>\$253.33 ✓</b>

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

<b>Total this Phase</b>	<b>0.00</b>
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Phase	911	Amendment 1 Pavement Rehabilitation Pavement Roadway Design
-------	-----	---

#### Labor

	Hours	Rate	Amount
<b>Principal</b>			
Egelhoff, Anthony	.50	176.00	88.00 ✓
Fossler, David	4.00	100.00	400.00 ✓
Rothanzl, Terrence	.50	112.00	56.00 ✓
<b>Assistant Professional</b>			
Luchtel, Michael	7.00	88.00	616.00 ✓
<b>CAD Operator</b>			
Hastings, Douglas	6.25	100.00	625.00 ✓
<b>Totals</b>	<b>18.25</b>		<b>1,785.00</b>
<b>Total Labor</b>			<b>1,785.00 ✓</b>
	<b>Total this Phase</b>		<b>\$1,785.00 ✓</b>

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

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	296243
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	Total this Phase	0.00
--	------------------	------

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

#### Labor

		Hours	Rate	Amount
Principal				
Egelhoff, Anthony		2.25	176.00	396.00
Totals		2.25		396.00
<b>Total Labor</b>				<b>396.00</b>
				<b>Total this Phase</b>
				<b>\$396.00</b>

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

	Total this Phase	0.00
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Phase	915	Amendment 1 Pavement Rehabilitation Expenses
-------	-----	--

#### Reimbursable Expenses

Personal Vehicle Mileage		5.45
<b>Total Reimbursables</b>		<b>5.45</b>
		<b>Total this Phase</b>
		<b>\$5.45</b>

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

	Total this Phase	0.00
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Phase	921	Amendment 1 Access Improvements Design
-------	-----	--

#### Labor

		Hours	Rate	Amount
Principal				
Egelhoff, Anthony		4.00	176.00	704.00
Rolling, Christopher		2.75	176.00	484.00
Assistant Professional				
Bellizzi, Daniel		29.00	106.00	3,074.00
Kosiski, Kara		1.50	88.00	132.00

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	296243
Luchtel, Michael		91.75	88.00	8,074.00
CAD Operator				
Casper, Blake		1.00	48.00	48.00
Totals		130.00		12,516.00
<b>Total Labor</b>				<b>12,516.00</b>
			<b>Total this Phase</b>	<b>\$12,516.00</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		
<b>Labor</b>				
Principal		Hours	Rate	Amount
Egelhoff, Anthony		5.75	176.00	1,012.00
Assistant Professional				
Luchtel, Michael		.50	88.00	44.00
Totals		6.25		1,056.00
<b>Total Labor</b>				<b>1,056.00</b>
			<b>Total this Phase</b>	<b>\$1,056.00</b>
Phase	924	Amendment 1 Access Improvements Construction Services		
			<b>Total this Phase</b>	<b>0.00</b>
Phase	925	Amendment 1 Access Improvements Expenses		
<b>Unit Billing</b>				
Field Vehicle		12.0 Miles @ 0.75	9.00	
<b>Total Units</b>			<b>9.00</b>	<b>9.00</b>
			<b>Total this Phase</b>	<b>\$9.00</b>
<b>Billing Limits</b>		Current	Prior	To-Date
Total Billings		29,012.28	431,882.64	460,894.92
Limit				799,375.00
Balance Remaining				338,480.08

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	296243
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AMOUNT DUE THIS INVOICE	\$29,012.28
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Email Invoices to: [jkottmann@cityoflavista.org](mailto:jkottmann@cityoflavista.org)

Authorized By: Anthony Egelhoff

O.K. to pay

JK 2-26-2018

CD-17-008

05.71.0909.003

Consent Agenda 3/6/18

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

A-10

Invoice



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

February 20, 2018

Invoice No: 296748

**Invoice Total** **\$1,239.50**

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 December 3, 2017 through February 3, 2018 for work completed in accordance with  
agreement dated June 21, 2016 and Amendment #1 dated October 27, 2017.

Phase 100 Survey Verification

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings Limit	0.00	5,000.00	5,000.00
			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 Limit	0.00	17,500.00	17,500.00
			17,500.00
		<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 Limit	0.00	15,000.00	15,000.00
			15,000.00
		<b>Total this Phase</b>	<b>0.00</b>

Phase 210 Preliminary Construction Documents

Project	A16-0546	LaVista 84th St Site Preparation	Invoice	296748
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Billing Limits	Current	Prior	To-Date	
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

Billing Limits	Current	Prior	To-Date	
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

#### Labor

	Hours	Rate	Amount	
Principal				
Egelhoff, Anthony	2.00	157.00	314.00	
Totals	2.00		314.00	
<b>Total Labor</b>				<b>314.00</b>
Billing Limits	Current	Prior	To-Date	
Total Billings	314.00	20,544.50	20,858.50	
Limit			30,000.00	
Balance Remaining			9,141.50	
			<b>Total this Phase</b>	<b>\$314.00</b>

Phase 400 On-Site Construction Administration

#### Labor

	Hours	Rate	Amount	
Senior Engineer	1.50	140.00	210.00	
Totals	1.50		210.00	
<b>Total Labor</b>				<b>210.00</b>

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	A16-0546	LaVista 84th St Site Preparation			Invoice	296748
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>		
Total Billings		210.00	28,500.00	28,710.00		
Limit				28,500.00		
<b>Over Limit Adjustment</b>				<b>-210.00</b>		
			<b>Total this Phase</b>		<b>0.00</b>	
Phase	410	SWPPP Inspections				
<b>Labor</b>						
		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>		
SWPPP Inspections		10.00	60.00	600.00		
Construction Services Senior Technician		2.00	70.00	140.00		
<b>Totals</b>		<b>12.00</b>		<b>740.00</b>		
					<b>740.00</b>	
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>		
Total Billings		740.00	4,510.00	5,250.00		
Limit				8,000.00		
Balance Remaining				2,750.00		
			<b>Total this Phase</b>		<b>\$740.00</b>	
Phase	420	On-Site Construction Observation				
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>		
Total Billings		0.00	39,681.75	39,681.75		
Limit				45,000.00		
Balance Remaining				5,318.25		
			<b>Total this Phase</b>		<b>0.00</b>	
Phase	430	Special Inspections / Testing				
<b>Labor</b>						
		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>		
Project Manager		1.00	115.00	115.00		
<b>Totals</b>		<b>1.00</b>		<b>115.00</b>		
					<b>115.00</b>	
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>		
Total Billings		115.00	7,286.25	7,401.25		
Limit				8,000.00		
Balance Remaining				598.75		

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	A16-0546	LaVista 84th St Site Preparation	Invoice	296748
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Total this Phase \$115.00

Phase 900 Expenses

**Unit Billing**

Field Vehicle	94.0 Miles @ 0.75	70.50	
<b>Total Units</b>		<b>70.50</b>	<b>70.50</b>
<b>Billing Limits</b>			
Total Billings	Current	Prior	To-Date
Limit	70.50	5,947.14	6,017.64
Balance Remaining			10,000.00
			3,982.36
		<b>Total this Phase</b>	<b>\$70.50</b>

AMOUNT DUE THIS INVOICE \$1,239.50

Email Invoices to: [jkottmann@cityoflavista.org](mailto:jkottmann@cityoflavista.org)

Authorized By: Eric Galley

O.K. to pay  
efMK 2-26-2018  
CD-17-007  
05.71.0908.003

Consent Agenda 3/6/18

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 124783  
Date 02/16/2018  
Project 0171-414 CITY PARKING DISTRICT  
ACCESS IMPROVEMENTS - DRAINAGE

Professional Services from February 6, 2017 through February 16, 2018

PO #18-0080

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Task 3 - Topographic Survey (Alt Area Between Bldgs)	2,025.00	0.00	2,025.00	0.00
Task 4 - Design Drainage Impr N Side of Old Giles Road	21,145.00	0.00	14,230.00	6,915.00
Task 5 - Design Grading & Drainage Impr N Side of Old Giles Rd	9,805.00	0.00	8,769.08	1,035.92
Task 6 - Design Drainage Impr S Side of Old Giles Road	21,565.00	0.00	14,053.75	7,511.25
Task 7 - Construction Phase Services	16,740.00	0.00	16,595.00	145.00
Total	71,280.00	0.00	55,672.83	15,607.17

Invoice total 15,607.17

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
124783	02/16/2018	15,607.17	15,607.17				
	Total	15,607.17	15,607.17	0.00	0.00	0.00	0.00

*O.K. to pay  
see other side*

*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.*

*Consent Agreed 3/6/18 D*

**THOMPSON, DREESSEN & DORNER, INC.***Consulting Engineers and Land Surveyors*

10836 Old Mill Road  
Omaha, Nebraska 68154  
Phone (402) 330-8860 Fax (402) 330-5866

February 16, 2018

Invoice #  
124783**INVOICE**

City of La Vista  
8116 Parkview Blvd  
La Vista, NE 68128

Project No. 171-414

City Parking District Access Improvements - Drainage

Professional Services from February 6, 2017 through February 16, 2018

CIP Project No. PWST -16-002

P.O. #18-0080

**Task 4 - Design Drainage Impr N Side of Old Giles Road**

	Hours	Rate	Total
Douglas Kellner - Principal - Civil	2	\$ 160.00	\$ 320.00
Richard Madson - Senior Engineer	48.5	\$ 130.00	\$ 6,305.00
Gary Norton - Senior Engineer	2	\$ 145.00	\$ 290.00
			<hr/>
			\$ 6,915.00

**Task 5 - Design Grading & Drainage Impr N Side of Old Giles Road**

	Hours	Rate	Total
Richard Madson - Senior Engineer	7	\$ 130.00	\$ 910.00
Charles Rigg - Senior Engineer	0.5	\$ 125.00	\$ 62.50
Roger Meyer - Sr Cad Tech	0.5	\$ 95.00	\$ 47.50
Tiffany Pedersen - Clerical	0.25	\$ 60.00	\$ 15.00
Postage			\$ 0.92
			<hr/>
			\$ 1,035.92

**Task 6 - Design Drainage Impr S Side of Old Giles Road**

	Hours	Rate	Total
Gary Norton - Senior Engineer	2.75	\$ 155.00	\$ 426.25
Richard Madson - Senior Engineer	54.5	\$ 130.00	\$ 7,085.00
			<hr/>
			\$ 7,511.25

**Task 7 - Construction Phase Services**

	Hours	Rate	Total
Gary Norton - Senior Engineer	1	\$ 145.00	\$ 145.00

TOTAL INVOICE AMOUNT \$ 15,607.17

OK. to pay

FMK 2-26-2018

05.71.0899.003

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 1

To Owner: City of LaVista  
John Kottmann  
9900 Portal Road  
LaVista, NE 68128

From Contractor: Hawkins Construction Company  
Via Architect: DLR Group Matthew Gulsvig  
P.O. Box 9008  
Omaha, NE 68109

Contract For:

## CONTRACTOR'S APPLICATION FOR PAYMENT

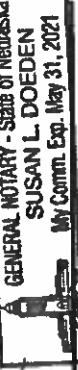
Application is made for payment, as shown below, in connection with the Contract Continuation Sheet is attached.

	Additions	Deductions
CHANGE ORDER SUMMARY		
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	<b>\$0.00</b>	
9. Balance To Finish, Plus Retainage . . . . .	\$3,839,287.70	
7. Less Previous Certificates For Payments . . . . .	\$0.00	
8. Current Payment Due . . . . .	\$23,712.30	
6. Total Earned Less Retainage . . . . .	\$23,712.30	
5. Retainage : a. 10.00% of Completed Work	\$2,634.70	
b. 0.00% of Stored Material	\$0.00	
Total Retainage . . . . .	\$2,634.70	
4. Total Completed and Stored To Date. . . . .	\$26,347.00	
3. Contract Sum To Date . . . . .	\$3,863,000.00	
2. Net Change By Change Order . . . . .	\$0.00	
1. Original Contract Sum . . . . .	\$3,863,000.00	

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

CONTRACTOR: *Matthew Gulsvig*  
By: *Matthew Gulsvig* Date: 2/19/2018

State of: Nebraska  
Subscribed and sworn to before me this 19th  
Notary Public: *Susan L. Doeden* My Commission expires: 5-31-21

County of: Douglas  
day of *February* 2018  
GENERAL NOTARY - State of Nebraska  
  
SUSAN L. DOEDEN  
My Comm. Exp. May 31, 2021

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED **Twenty three thousand one hundred twelve dollars and 30/100 (\$23,712.30)**  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT	DLR Group Matthew Gulsvig	Date:
By: <i>Matthew Gulsvig</i>		<u>2/23/2018</u>

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

*Contract Agreed 3/6/18 (Red)*

A-12

A-13



January 31, 2018

Project No: R3001.477.01  
 Invoice No: 43700

Ann Birch  
 Community Development Director  
 City of La Vista  
 8116 Parkview Blvd  
 La Vista, NE 68128

Project R3001.477.01 LaVista, City of - Civic Center Park PH1  
Professional Services through January 31, 2018  
 Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Schematic Design	15,787.44	100.00	15,787.44	0.00	15,787.44
Design Development	20,787.83	30.60	6,361.08	0.00	6,361.08
Construction Documents	22,706.25	0.00	0.00	0.00	0.00
Bidding/Negotiation	5,158.14	0.00	0.00	0.00	0.00
Contract Administration	19,464.84	0.00	0.00	0.00	0.00
Post-Occupancy	495.50	0.00	0.00	0.00	0.00
Total Fee	84,400.00		22,148.52	0.00	22,148.52

Total Fee 22,148.52

**Reimbursable Expenses**

Printing	25.28
Mileage In Town	49.22
<b>Total Reimbursables</b>	<b>74.50</b>
	<b>74.50</b>
<b>Total this Invoice</b>	<b>\$22,223.02</b>

O.K. to pay

AFMK 2-28-2018

05.71.0916.003

Consent Agenda 3/6/18



Check #	Check Date	Vendor Name	Amount	Voided
126271	02/21/2018	DESIGN WORKSHOP INC	38,237.22	N
126272	02/21/2018	NE DEPT OF TRANSPORTATION	395,000.00	N
126273	02/21/2018	THOMPSON DREESSEN & DORNER	7,973.36	N
126274	02/21/2018	TRANQUILITY REALTY LLC	262.50	N
126275	02/28/2018	DHHS REG/LIC-POOL PERMIT	200.00	N
126276	03/06/2018	ACTION BATTERIES UNLTD INC	86.04	N
126277	03/06/2018	APRIL GRAUMANN	95.00	N
126278	03/06/2018	BIG RIG TRUCK ACCESSORIES INC	338.00	N
126279	03/06/2018	BISHOP BUSINESS EQUIPMENT	409.54	N
126280	03/06/2018	BLACK HILLS ENERGY	7,346.86	N
126281	03/06/2018	CAVLOVIC, PAT	150.00	N
126282	03/06/2018	CENTER POINT PUBLISHING	592.02	N
126283	03/06/2018	CENTURY LINK	329.56	N
126284	03/06/2018	CENTURY LINK BUSN SVCS	84.77	N
126285	03/06/2018	CITY OF OMAHA	180,619.61	N
126286	03/06/2018	CITY OF PAPILLION	10,822.82	N
126287	03/06/2018	CORNHUSKER INTL TRUCKS INC	266.01	N
126288	03/06/2018	COX COMMUNICATIONS	115.91	N
126289	03/06/2018	DEMCO INCORPORATED	232.53	N
126290	03/06/2018	DOUGLAS COUNTY SHERIFF'S OFC	262.50	N
126291	03/06/2018	DULTMEIER SALES & SERVICE	48.95	N
126292	03/06/2018	ED ROEHR SAFETY PRODUCTS CO	1,416.12	N
126293	03/06/2018	EMBASSY SUITES HOTEL	5,445.00	N
126294	03/06/2018	FILTER CARE	8.90	N
126295	03/06/2018	FITZGERALD SCHORR BARMETTLER	35,881.20	N
126296	03/06/2018	GALE	353.50	N
126297	03/06/2018	GRAINGER	33.76	N
126298	03/06/2018	HOME DEPOT CREDIT SERVICES	169.00	N
126299	03/06/2018	HSMC ORIZON LLC	8,212.34	N
126300	03/06/2018	INGRAM LIBRARY SERVICES	1,465.09	N
126301	03/06/2018	IOWA PRISON INDUSTRIES	85.05	N
126302	03/06/2018	IPMA	397.00	N
126303	03/06/2018	MARK A KLINKER	200.00	N
126304	03/06/2018	KRIHA FLUID POWER CO INC	179.91	N
126305	03/06/2018	KUBOTA OF OMAHA	571.84	N
126306	03/06/2018	LA VISTA COMMUNITY FOUNDATION	60.00	N
126307	03/06/2018	LEAGUE OF NEBRASKA MUNICIPAL	375.00	N
126308	03/06/2018	LIBRA INDUSTRIES INC	319.85	N
126309	03/06/2018	MATHESON TRI-GAS INC	250.55	N
126310	03/06/2018	MAX I WALKER UNIFORM RENTAL	653.66	N
126311	03/06/2018	MENARDS-RALSTON	207.09	N
126312	03/06/2018	METROPOLITAN COMMUNITY COLLEG	14,279.41	N
126313	03/06/2018	METROPOLITAN UTILITIES DIST.	2,181.04	N
126315	03/06/2018	MID CON SYSTEMS INCORPORATED	171.79	N
126316	03/06/2018	MIDLANDS LIGHTING & ELECTRIC	177.25	N
126317	03/06/2018	MIDWEST TAPE	484.20	N
126318	03/06/2018	MNJ TECHNOLOGIES DIRECT INC	780.00	N
126319	03/06/2018	MSC INDUSTRIAL SUPPLY CO	138.49	N
126320	03/06/2018	MUNICIPAL PIPE TOOL CO LLC	1,732.72	N
126321	03/06/2018	MUNICIPAL SUPPLY & SIGN COMPANY	215.00	N
126322	03/06/2018	NCMA-NEBR CITY MGRS-MEMBERSHIP	100.00	N
126323	03/06/2018	NEW YORK TIMES	533.00	N
126324	03/06/2018	NUTS AND BOLTS INCORPORATED	47.72	N
126325	03/06/2018	O'KEEFE ELEVATOR COMPANY INC	2,126.34	N
126326	03/06/2018	OCLC INC	299.54	N
126327	03/06/2018	OFFICE DEPOT INC	72.35	N
126328	03/06/2018	OLD NEWS	17.00	N
126329	03/06/2018	OMAHA PUBLIC POWER DISTRICT	869.14	N
126330	03/06/2018	PASTOR C PANTALEON JR	150.00	N
126331	03/06/2018	PAYLESS OFFICE PRODUCTS INC	167.94	N

User: mgustafson

DB: La Vista

Check #

Check #	Check Date	Vendor Name	Amount	Voided
126332	03/06/2018	PETTY CASH-PAM BUETHE	100.00	N
126333	03/06/2018	PLAINS EQUIPMENT GROUP	261.37	N
126334	03/06/2018	RAINBOW GLASS & SUPPLY	169.00	N
126335	03/06/2018	RECORDED BOOKS, LLC	2,103.46	N
126336	03/06/2018	REGAL AWARDS OF DISTINCTION	160.65	N
126337	03/06/2018	ROWMAN & LITTLEFIELD PUBLISHING	46.05	N
126338	03/06/2018	SAPP BROS PETROLEUM INC	770.00	N
126339	03/06/2018	SARPY COUNTY COURTHOUSE	4,100.03	N
126340	03/06/2018	SCHEMMER ASSOCIATES INC	2,000.00	N
126341	03/06/2018	SCHOLASTIC LIBRARY PUBLISHING	224.90	N
126342	03/06/2018	SIGN IT	15.00	N
126343	03/06/2018	SIMPLEX GRINNELL LP	758.76	N
126344	03/06/2018	SOUTHERN UNIFORM & EQUIPMENT	292.85	N
126345	03/06/2018	STEVENS REAL ESTATE	2,500.00	N
126346	03/06/2018	SUBURBAN NEWSPAPERS INC	86.00	N
126347	03/06/2018	TEAM SIDELINE	599.00	N
126348	03/06/2018	TED'S MOWER SALES & SERVICE	187.00	N
126349	03/06/2018	TRACTOR SUPPLY CREDIT PLAN	31.96	N
126350	03/06/2018	UNITE PRIVATE NETWORKS LLC	3,850.00	N
126351	03/06/2018	USI EDUCATION/GOVT SALES	67.55	N
126352	03/06/2018	VAL VERDE ANIMAL HOSPITAL INC	22.68	N
126353	03/06/2018	VERIZON WIRELESS	139.31	N
126354	03/06/2018	WAL-MART COMMUNITY BRC	2,506.78	N
126355	03/06/2018	WESTLAKE HARDWARE INC NE-022	692.52	N
126356	03/06/2018	WICK'S STERLING TRUCKS INC	157.58	N

TOTAL: 746,143.44

APPROVED BY COUNCIL MEMBERS ON: 03/06/2018

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

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

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
1 AND 6 YEAR STREET IMPROVEMENT PLAN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A public hearing has been scheduled and a resolution prepared to approve the 1 and 6 Year Street Improvement Plan for highway, road and street improvements for the City of La Vista.

**FISCAL IMPACT**

The 1 and 6 Year Plan establishes prioritization and cost estimates for street improvements. Funding for the projects in the 1 and 6 Year plan are now requested in the Capital Improvement Program (CIP). Both the 1 & 6 Year Plan and CIP are living documents that will possibly change as unforeseen issues and/or opportunities arise.

**RECOMMENDATION**

Approval

**BACKGROUND**

A copy of the proposed 1 and 6 Year Plan is attached. On February 15, 2018, the Planning Commission reviewed the Plan and recommended approval to the City Council.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE ONE-AND-SIX-YEAR PLAN FOR HIGHWAY, ROAD AND STREET IMPROVEMENTS FOR THE CITY OF LA VISTA AS SUBMITTED BY THE CITY PUBLIC WORKS DIRECTOR.

WHEREAS, the Public Works Director has revised and updated the City of La Vista One-and-Six-Year Street Plan; and

WHEREAS, the La Vista Planning Commission has reviewed the One-and-Six-Year Street Plan for the City of La Vista and recommends to Council approval of the Plan; and

WHEREAS, the Mayor and City Council of the City of La Vista, Nebraska held a public hearing on the City of La Vista's One-and-Six-Year Plan for highway, road and street improvements for the City of La Vista as submitted by the City Public Works Director; and

WHEREAS, the citizens of the City of La Vista have therefore had an opportunity to comment on the One-and-Six-Year Plan for highway, road and street improvements for the City of La Vista as submitted and reviewed by the La Vista City Council; and

WHEREAS, projects in the One-and-Six-Year Street Plan have been incorporated into the City of La Vista's Capital Improvement Plan.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska that the One-and-Six-Year Plan for highway, road and street improvements for the City of La Vista as submitted by the City Public Works Director and reviewed by the Mayor and City Council of the City of La Vista be, and the same hereby is, accepted and approved.

PASSED AND APPROVED THIS 6TH DAY OF MARCH, 2018

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**Board of Public Roads Classifications and Standards**  
**Form 11 Report of Previous Year**  
**Highway or Street Improvement**

Year Ending 2017 Sheet 1 of 1

COUNTY:	CITY: <b>LA VISTA</b>	VILLAGE:		
PROJECT NUMBER & DESCRIPTION	LENGTH Nearest Tenth (MILES)	PROJECTED COST (THOUSANDS)	CONTRACT PROJECT	DATE COMPLETED (ACTUAL OR ESTIMATED)
<b>M376 (190)</b> Intersection of 132 <sup>nd</sup> Street and West Giles Road Engineering/ROW	<b>0.20</b>	<b>419.4</b>	<b>Yes</b>	<b>Completed July 2017</b>
<b>M376 (201)</b> Harrison Street (La Vista Drive to Interstate Right of Way) Replace Concrete Panels in Various Locations	<b>2.80</b>	<b>241.0</b>	<b>Yes</b>	<b>Completed October 2017</b>
<b>M376 (219)</b> Giles Road (Harrison Street to Interstate 80) Asphalt Overlay	<b>0.29</b>	<b>555.0</b>	<b>Yes</b>	<b>Completed November 2017</b>
<b>M376 (380)</b> City Centre – Public Infrastructure Phase 1B (Main Street from 84 <sup>th</sup> St. to First National Bank entrance, 83 <sup>rd</sup> Ave. paving and sewers)	<b>0.20</b>	<b>492.1</b>	<b>Yes</b>	<b>Phase 1A/1B Completed December 2017</b>
SIGNATURE:	TITLE: <b>STREET SUPERINTENDENT (S-1046)</b>			DATE: <b>03/06/2018</b>

**Board of Public Roads Classifications and Standards**  
**Form 8 Summary of One- Year Plan**

Year Ending 2018 Sheet 1 of 1

COUNTY:		CITY:	VILLAGE:	
PRIORITY NUMBER	PROJECT NUMBER	PROJECT DESCRIPTION	LENGTH Nearest Tenth (MILES)	ESTIMATED COST (THOUSANDS)
1	M376 (190)	<b>Intersection of 132<sup>nd</sup> Street and West Giles Road</b> Construction	0.20	360.0 s.c. 360.0 l.v. 2,880.0 fed. <u>3,600.0</u>
2	M376 (220)	<b>84<sup>th</sup> Street</b> (From Harrison Street to Giles Road) Adaptive Traffic Signals	1.00	83.0 l.v. 284.5 Other <u>3,307.5</u> fed. <u>3,675.0</u>
3	M376 (222)	<b>Intersection of 96<sup>th</sup> Street and Brentwood Drive</b> Install Traffic Signals at Intersection	0.01	306.5
4	M376 (230)	<b>Giles Road Widening</b> (Eastport Parkway to I-80 Ramps) Property Acquisition and Engineering	1.20	300.0
5	M376 (380)	<b>City Centre – Public Infrastructure Phase 1</b> (Cottonwood Avenue and City Centre Drive - Includes sewers, lighting and Paving) Design and Construction	0.55	7,601.9
6	M376 (386)	<b>City Centre – Public Infrastructure Intersections</b> (Main St, Cottonwood Avenue, City Centre Drive) Design and Construction	.10	630.5
7	M376 (382)	<b>Multi-Sports Complex-Public Infrastructure</b> Engineering and Design	2.0 Alleys 1.5 Streets	700.0
8	M376 (382)	<b>Multi-Sports Complex-Public Infrastructure</b> Construction – Phase I	2.0 Alleys 1.5 Streets	5,000.0
SIGNATURE:		TITLE:	DATE:	
		STREET SUPERINTENDENT (S-1046)	03/06/2018	

**Board of Public Roads Classifications and Standards**  
**Summary of Six- Year Plan**  
**Six-Year Period Ending – 2023**

COUNTY:		CITY:		VILLAGE:	
PROJECT YEAR	PRIORITY NUMBER	PROJECT NUMBER	PROJECT DESCRIPTION	LENGTH Nearest Tenth (MILES)	ESTIMATED COST (THOUSANDS)
2018	1	M376 (190)	<b>Intersection of 132<sup>nd</sup> Street and West Giles Road</b> Construction	0.20	360.0 s.c. 360.0 l.v. 2,880.0 fed. <u>3,600.0</u>
2018	2	M376 (220)	<b>84<sup>th</sup> Street</b> (From Harrison Street to Giles Road) Adaptive Traffic Signals	1.00	83.0 l.v. 284.5 Other 3,307.5 fed. <u>3,675.0</u>
2018	3	M376 (222)	<b>Intersection of 96<sup>th</sup> Street and Brentwood Drive</b> Install Traffic Signals at Intersection	0.01	306.5
2018	4	M376 (230)	<b>Giles Road Widening</b> (Eastport Parkway to I-80 Ramps) Property Acquisition and Engineering	1.20	300.0
2018	5	M376 (380)	<b>City Centre – Public Infrastructure Phase 1</b> (Cottonwood Avenue and City Centre Drive -Includes sewers, lighting and Paving) Design and Construction	0.55	7,601.9
2018	6	M376 (386)	<b>City Centre – Public Infrastructure Intersections</b> (Main St, Cottonwood Avenue, City Centre Drive) Design and Construction	.10	630.5
2018	7	M376 (382)	<b>Multi-Sports Complex-Public Infrastructure</b> Engineering and Design	2.0 Alleys 1.5 Streets	700.0
2018	8	M376 (382)	<b>Multi-Sports Complex-Public Infrastructure</b> Construction – Phase I	2.0 Alleys 1.5 Streets	5,000.0
SIGNATURE:		TITLE:		DATE:	
		STREET SUPERINTENDENT (S-1046)		03/06/2018	

**Board of Public Roads Classifications and Standards**  
**Summary of Six- Year Plan**  
**Six-Year Period Ending – 2023**

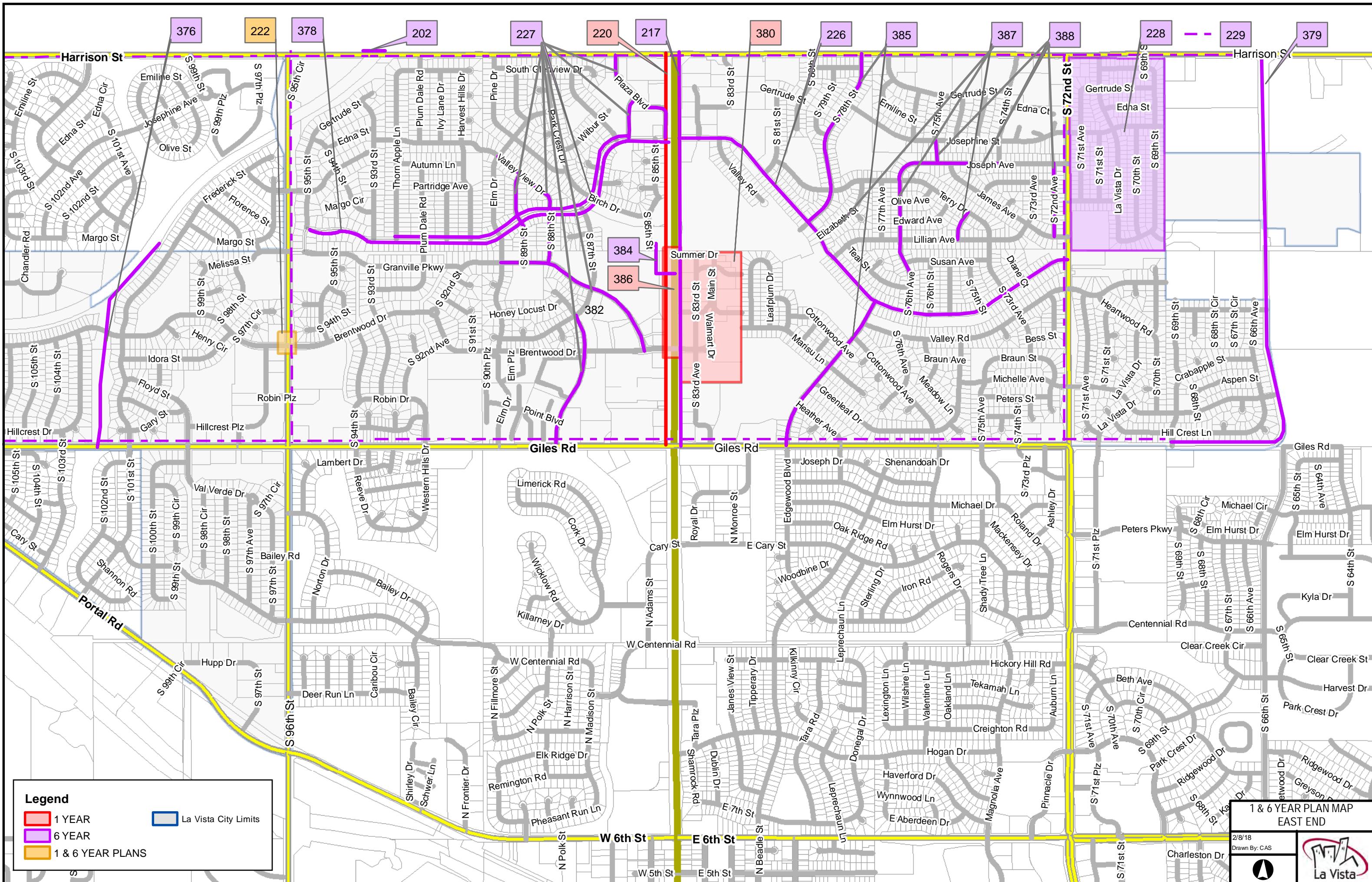
COUNTY:		CITY:		VILLAGE:	
<b>LA VISTA</b>					
PROJECT YEAR	PRIORITY NUMBER	PROJECT NUMBER	PROJECT DESCRIPTION	LENGTH Nearest Tenth (MILES)	ESTIMATED COST (THOUSANDS)
2019	9	M376 (382)	<b>Multi-Sports Complex-Public Infrastructure</b> Construction – Phase II	2.0 Alleys 1.5 Streets	5,000.0
2019	10	M376 (379)	<b>66<sup>th</sup> Street</b> (Harrison Street to Giles Road) And <b>Giles Road</b> (66 <sup>th</sup> Street to 69 <sup>th</sup> Street) ROW Acquisition	1.35	12.6
2019	11	M376 (217)	<b>84<sup>th</sup> Street</b> (Harrison Street to Giles Road) 3" HMA Overlay	1.00	523.0 L.V. 800.0 NDOT 1,323.0
2019	12	M376 (376)	<b>Applewood Creek Trail</b> (BNSF Railroad to Giles Road) Engineering for the Construction of a Hiking and Biking Trail	0.57	32.5
2019	13	M376 (228)	<b>East La Vista</b> (Harrison Street to Thompson Creek; 69 <sup>th</sup> Street to 72 <sup>nd</sup> Street) Engineering	2.56	125.0
2019	14	M376 (230)	<b>Giles Road Widening</b> (Eastport Parkway to I-80 Ramps) Engineering & ROW	1.20	286.0
2019	15	M376 (226)	<b>Park View Boulevard Resurfacing</b> (72nd Street to 84 <sup>th</sup> Street)	1.0	300.0
2019	16	M376 (229)	<b>Storm Sewer Inlet Top Repair</b> (72 <sup>nd</sup> Street, 96 <sup>th</sup> Street, Harrison Street, and Giles Road) Replace Damaged and Deteriorated Storm Inlet Tops	N/A	75.0
SIGNATURE:			TITLE:	DATE:	
			STREET SUPERINTENDENT (S-1046)	03/06/2018	

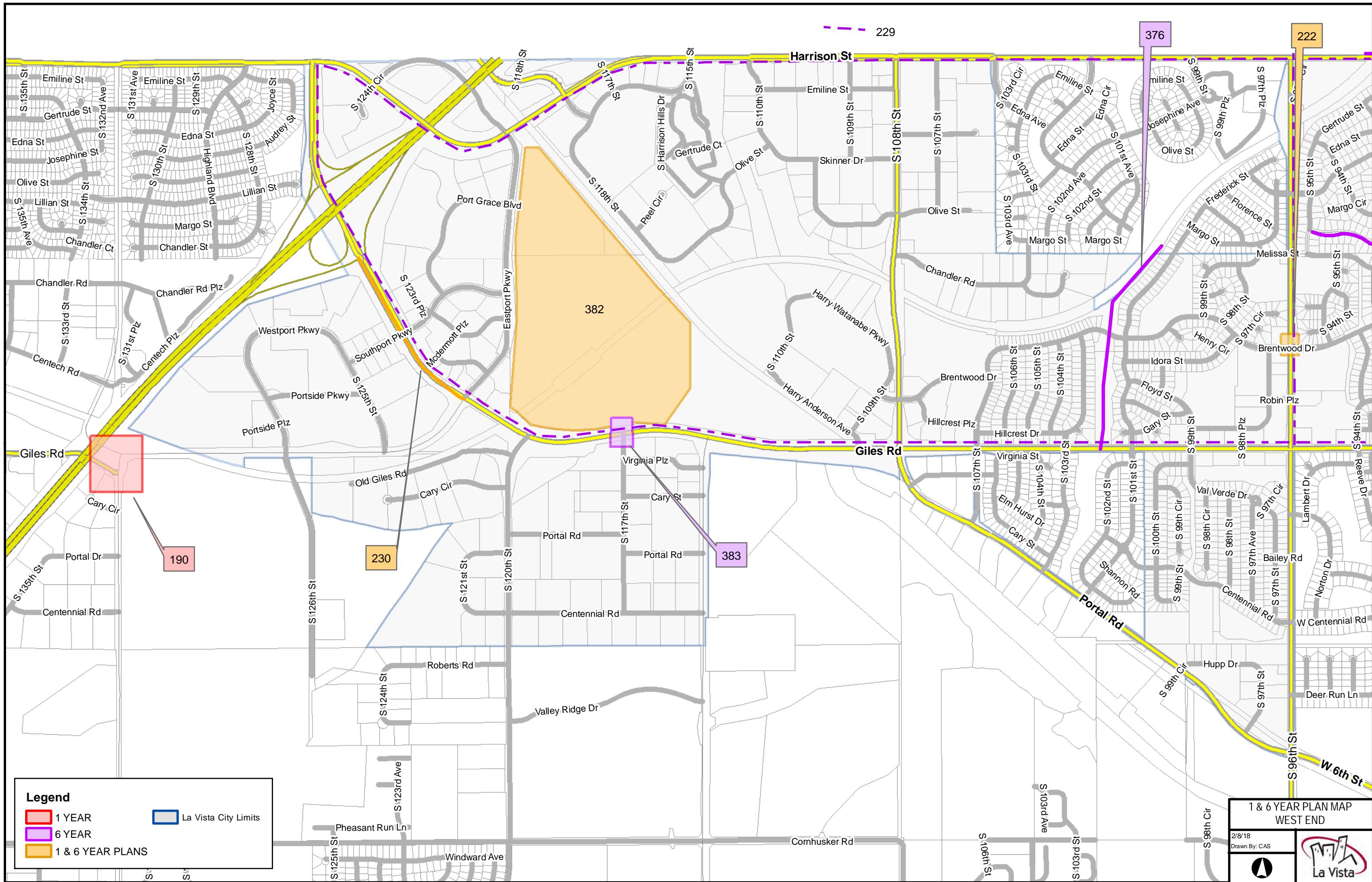
**Board of Public Roads Classifications and Standards**  
**Summary of Six- Year Plan**  
**Six-Year Period Ending – 2023**

COUNTY:		CITY:		VILLAGE:	
<b>LA VISTA</b>					
PROJECT YEAR	PRIORITY NUMBER	PROJECT NUMBER	PROJECT DESCRIPTION	LENGTH Nearest Tenth (MILES)	ESTIMATED COST (THOUSANDS)
2019	17	M376 (227)	<b>Park View Boulevard</b> (86 <sup>th</sup> Street to Thornapple Lane) <b>89<sup>th</sup> Street</b> (Valley View Drive to Granville Parkway) <b>88<sup>th</sup> Street</b> (Park View Boulevard to Granville Parkway) <b>87<sup>th</sup> Street</b> (Giles Road to Bayberry Road) <b>Granville Parkway</b> (Brentwood Drive to Elm Drive) <b>Plaza Boulevard</b> (Harrison Street to 85 <sup>th</sup> Street) <b>86<sup>th</sup> Street</b> (Park View Boulevard to Plaza Boulevard) <b>Valley View Drive</b> (Park View Boulevard to Elm Drive) Replace Concrete Panels in Various Locations	1.50	175.0
2019	18	M376 (202)	<b>Harrison Street Bridge</b> (At Approximately 92 <sup>nd</sup> Street) Concrete Bridge Repair	0.02	121.0 L.V.
2019	19	M376 (383)	<b>117<sup>th</sup> and Giles Rd. Traffic Signal</b> (Construction)	0.01	40.0 L.V. 200.0 Private <hr/> 240.0
2020	20	M376 (376)	<b>Applewood Creek Trail</b> (BNSF Railroad to Giles Road) ROW Acquisition	0.57	2.6 L.V. 10.5 Fed. <hr/> 13.1
2020	21	M376 (384)	<b>West Leg Summer Drive</b> (Engineering and Design)	.10	150.0
SIGNATURE:		TITLE:		DATE:	
		STREET SUPERINTENDENT (S-1046)		03/06/2018	

**Board of Public Roads Classifications and Standards**  
**Summary of Six- Year Plan**  
**Six-Year Period Ending – 2023**

COUNTY:		CITY:		VILLAGE:	
		<b>LA VISTA</b>			
PROJECT YEAR	PRIORITY NUMBER	PROJECT NUMBER	PROJECT DESCRIPTION	LENGTH Nearest Tenth (MILES)	ESTIMATED COST (THOUSANDS)
2021	22	M376 (376)	<b>Applewood Creek Trail</b> (BNSF Railroad to Giles Road) Construct Hiking and Biking Trail	0.57	<u>350.2</u> L.V. <u>1,400.7</u> Fed. <u>1,750.9</u>
2021	23	M376 (379)	<b>66<sup>th</sup> Street</b> (Harrison Street to Giles Road) And <b>Giles Road</b> (66 <sup>th</sup> Street to 69 <sup>th</sup> Street) Phase II Reconstruction-Engineering and ROW Acquisition	1.35	<u>414.8</u> s.c. <u>414.8</u> L.V. <u>829.6</u>
2021	24	M376 (228)	<b>East La Vista</b> (Harrison Street to Thompson Creek; 69 <sup>th</sup> Street to 72 <sup>nd</sup> Street) Construction	2.56	3,800.0
2021	25	M376 (378)	<b>Park View Blvd. Panel Replacement</b> (84 <sup>th</sup> St. to 96 <sup>th</sup> St. various locations)	1.0	150.0
2021	26	M376 (384)	<b>West Leg Summer Drive</b> (Construction)	.10	2,637.0
2021	27	M376 (385)	<b>Edgewood Blvd. and 78<sup>th</sup> St. Resurfacing</b> (Edgewood Blvd – Parkview Blvd to Giles, 78 <sup>th</sup> – Harrison to Parkview Blvd)	.50	500.0
2022	28	M376 (387)	<b>Resurfacing Package #1</b> (76 <sup>th</sup> Avenue-Terry Drive to Parkview Blvd; Elizabeth Street-Ava Court to Parkview Blvd.; 75 <sup>th</sup> Avenue-Terry Drive to Lillian Avenue) Street Maintenance	1.06	300.0
2022	29	M376 (388)	<b>Resurfacing Package #2</b> (Joseph Avenue-74 <sup>th</sup> Street to Terry Drive; 72 <sup>nd</sup> Avenue- Joseph to James Avenue; 75 <sup>th</sup> Avenue-Josephine Street to Joseph Avenue) Street Maintenance	1.04	300.0
2023	30	M376 (389)	<b>Bridge Deck Maintenance</b> (Various locations)	.10	900.0
SIGNATURE:			TITLE:	DATE:	
			STREET SUPERINTENDENT (S-1046)	03/06/2018	





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

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ACQUISITION OF DEMOLITION RIGHTS – FIRST NATIONAL BANK, LOT 11, LA VISTA CITY CENTRE, 84 <sup>TH</sup> STREET REDEVELOPMENT AREA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RITA RAMIREZ ASSISTANT CITY ADMINISTRATOR

**SYNOPSIS**

A public hearing will be held and resolution considered regarding the proposed acquisition of demolition and site preparation rights with respect to the First National Bank, Lot 11, La Vista City Centre in the 84<sup>th</sup> Street Redevelopment Area.

**FISCAL IMPACT**

The FY 17/18 Biennial Budget provides funding.

**RECOMMENDATION**

Conduct public hearing. Adopt resolution.

**BACKGROUND**

The City declared the 84th 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”). The Agency and City, pursuant to applicable documents and instruments including the Redevelopment Plan, desire approval of an agreement providing for the acquisition of rights regarding demolition and site preparation with respect to the First National Bank, Lot 11, La Vista City Centre in the 84<sup>th</sup> Street Redevelopment Area.

The Agency would be the contracting party and the City would directly pay amounts arising under the agreement. A resolution and agreement are presented at this meeting for this purpose and a public hearing will be held to hear and consider any comments, support, opposition, or criticism regarding the acquisition of such rights. A separate agenda item will be considered for Agency approval

**RESOLUTION** \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA NEBRASKA, APPROVING AN AGREEMENT FOR ACQUISITION OF DEMOLITION RIGHTS WITH RESPECT TO LEASEHOLD IMPROVEMENTS OF THE BRANCH BANKING FACILITY OF FIRST NATIONAL BANK IN THE 84TH STREET REDEVELOPMENT AREA.

WHEREAS, the La Vista Community Development Agency ("Agency") and City of La Vista entered an agreement ("City - Agency Agreement") for the Agency to act as lead agent and contract and otherwise provide for all actions or requirements for demolition and site preparation of the former Brentwood Crossing shopping area located in the vicinity of 84th Street and Brentwood Drive, with the City Engineer designated as the project manager and the City to fund and pay for all costs arising under the agreement from proceeds of the additional one-half of one percent local option sales and use tax approved by voters in 2014 for public infrastructure projects within the 84th Street Redevelopment Area, or other available resources; and

WHEREAS, the City Council, acting as the La Vista Community Development Agency and based on advice of the City Engineer, determined that acquisition of demolition rights is necessary to carry out such demolition and site preparation ("Demolition Rights"); and

WHEREAS, a proposed agreement is presented to acquire such Demolition Rights with respect to building and other improvements of the branch banking facility of First National Bank located in the vicinity of 84th Street and Brentwood Drive.

NOW, THEREFORE, BE IT RESOLVED, that the City Council, acting on behalf of the City of La Vista and pursuant to the City - Agency Agreement and the Redevelopment Plan for the 84th Street Redevelopment Area, as amended by Amendment No. 1, hereby approves the agreement, as presented, subject to any additions, subtractions, or modifications as the City Administrator or City Engineer determines necessary or advisable ("Agreement"), and completion of any applicable statutory or regulatory requirements to the satisfaction of the Mayor, City Administrator, or any designee of the Mayor or City Administrator.

BE IT FURTHER RESOLVED, that the City shall fund and pay for all costs of the Agency arising under the Agreement from proceeds of the additional one-half of one percent local option sales and use tax approved by voters in 2014 for public infrastructure projects within the 84th Street Redevelopment Area, or other available resources

BE IT FURTHER RESOLVED, that the Mayor, City Administrator, or City Engineer, or any designee of the Mayor, City Administrator, or City Engineer, shall be authorized to take all actions on behalf of the City as he or she determines necessary or appropriate to carry out the Agreement, this Resolution, or any actions approved herein, including, without limitation, executing and delivering any documents or instruments.

BE IT FURTHER RESOLVED, that recitals at the beginning of this Resolution are incorporated

into this Resolution by reference.

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

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

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First National - Acquisition Of Demolition Rights - City 03.06.18.DOCX

**CITY OF LA VISTA**  
**LA VISTA COMMUNITY DEVELOPMENT AGENCY REPORT**  
**MARCH 6, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ACQUISITION OF DEMOLITION RIGHTS – FIRST NATIONAL BANK, LOT 11, LA VISTA CITY CENTRE, 84 <sup>TH</sup> STREET REDEVELOPMENT AREA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RITA RAMIREZ ASSISTANT CITY ADMINISTRATOR

**SYNOPSIS**

A resolution has been prepared for consideration regarding the proposed acquisition of demolition and site preparation rights with respect to the First National Bank, Lot 11, La Vista City Centre in the 84<sup>th</sup> Street Redevelopment Area.

**FISCAL IMPACT**

The FY 17/18 Biennial Budget provides funding.

**RECOMMENDATION**

Adopt resolution.

**BACKGROUND**

The City declared the 84th 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”). The Agency and City, pursuant to applicable documents and instruments including the Redevelopment Plan, desire approval of an agreement providing for the acquisition of rights regarding demolition and site preparation with respect to the First National Bank, Lot 11, La Vista City Centre in the 84<sup>th</sup> Street Redevelopment Area.

The Agency would be the contracting party and the City would directly pay amounts arising under the agreement. A resolution and agreement are presented at this meeting for this purpose and a public hearing will be held to hear and consider any comments, support, opposition, or criticism regarding the acquisition of such rights. A separate agenda item will be considered for City approval

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA NEBRASKA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, APPROVING AN AGREEMENT FOR ACQUISITION OF DEMOLITION RIGHTS WITH RESPECT TO LEASEHOLD IMPROVEMENTS OF THE BRANCH BANKING FACILITY OF FIRST NATIONAL BANK IN THE 84<sup>th</sup> STREET REDEVELOPMENT AREA.

WHEREAS, the La Vista Community Development Agency ("Agency") and City of La Vista entered an agreement ("City - Agency Agreement") for the Agency to act as lead agent and contract and otherwise provide for all actions or requirements for demolition and site preparation of the former Brentwood Crossing shopping area located in the vicinity of 84th Street and Brentwood Drive, with the City Engineer designated as the project manager and the City to fund and pay for all costs arising under the agreement from proceeds of the additional one-half of one percent local option sales and use tax approved by voters in 2014 for public infrastructure projects within the 84th Street Redevelopment Area, or other available resources; and

WHEREAS, the City Council, acting as the La Vista Community Development Agency and based on advice of the City Engineer, determines that acquisition of demolition rights is necessary to carry out such demolition and site preparation ("Demolition Rights"); and

WHEREAS, a proposed agreement is presented to acquire such Demolition Rights with respect to building and other improvements of the branch banking facility of First National Bank located in the vicinity of 84th Street and Brentwood Drive.

NOW, THEREFORE, BE IT RESOLVED, that the City Council, acting as the La Vista Community Development Agency and pursuant to the City - Agency Agreement and the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, as amended by Amendment No. 1, hereby approves the agreement, as presented, subject to any additions, subtractions, or modifications as the City Administrator or City Engineer determines necessary or advisable ("Agreement"), and completion of any applicable statutory or regulatory requirements to the satisfaction of the Mayor, City Administrator, or any designee of the Mayor or City Administrator.

BE IT FURTHER RESOLVED, that the Mayor, City Administrator, or City Engineer, or any designee of the Mayor, City Administrator, or City Engineer, shall be authorized to take all actions on behalf of the Agency as he or she determines necessary or appropriate to enter or carry out the Agreement, this Resolution, or any actions approved herein, including, without limitation, executing and delivering the Agreement or any other documents or instruments.

BE IT FURTHER RESOLVED, that recitals at the beginning of this Resolution are incorporated into this Resolution by reference.

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

LA VISTA COMMUNITY DEVELOPMENT AGENCY

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

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First National - Acquisition Of Of Demolition Rights - Agency 03.06.18.DOCX



## **AGREEMENT FOR ACQUISITION OF DEMOLITION RIGHTS WITH RESPECT TO LEASEHOLD INTERESTS**

**THIS AGREEMENT FOR ACQUISITION OF DEMOLITION RIGHTS WITH  
RESPECT TO LEASEHOLD INTERESTS** (the “Agreement”) is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (“Effective Date”) by and between First National Bank of Omaha, a national banking association, (“Grantor”) and the La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. 18-2101.01 by Ordinance No. 1167 adopted by the City of La Vista, Nebraska (the “Agency or “Grantee”).

### **RECITALS**

WHEREAS, the City of La Vista declared the 84<sup>th</sup> Street Redevelopment Area substandard and blighted and in need of redevelopment, and adopted the Redevelopment Plan - 84<sup>th</sup> Street Redevelopment Area, as amended by Amendment No. 1, (“Redevelopment Plan”), which provides for a Mixed Use Redevelopment Project to eliminate and prevent recurrence of the substandard and blighted area (“Mixed Use Redevelopment Project”); and

WHEREAS, the Redevelopment Agreement entered into December 1, 2016 (the “Redevelopment Agreement”) pursuant to the Redevelopment Plan and Mixed Use Redevelopment Project described therein provides for Grantee to demolish, clear, remove and dispose of existing buildings and improvements commonly known as the Brentwood Crossing shopping center generally located in the vicinity of 84<sup>th</sup> Street and Brentwood Drive in La Vista, Nebraska (“Demolition and Site Preparation”) and for Grantee to obtain such rights to carry out such Demolition and Site Preparation (“Demolition Rights”); and

WHEREAS, Grantee desires to obtain from Grantor on a voluntary basis such Demolition Rights of Grantor with respect to the real property legally described below and commonly known as 7855 So. 84<sup>th</sup> Street, La Vista, Nebraska 68128 (the “Property”) to proceed with such Demolition and Site Preparation, and Grantor on a voluntary basis desires to grant such Demolition Rights to Grantee:

Lot 11, La Vista City Centre, an Addition to the City of La Vista, in Sarpy County, Nebraska; and

WHEREAS, as of the date hereof, Grantor is the current lessee under that certain Lease Agreement pertaining to the Property dated August 1, 1993, as extended and subject to additional extension up to the remaining useful life of the building and other improvements on or serving the Property, (the “Ground Lease”) by and between La Vista City Centre, LLC (“Landlord”) (as successor-in-interest to Brentwood Crossing Associates II, a Missouri general partnership), as landlord, and Grantor, as lessee, with respect to the building and other improvements on or serving the Property (the “Building”) (the Property and the Building are collectively referred to herein as the “Premises”). Grantor occupies and operates the Premises as a retail branch bank (“Branch Banking Facility”); and

WHEREAS, Grantor is the owner of the Building and all interests of lessee under the

Ground Lease, and has not pledged or otherwise conveyed such Ground Lease, Building, or Premises, or any interest therein, to any person or entity as security or otherwise, and no lien has attached to any interests of Grantor in, to or otherwise with respect to the Ground Lease, Building, or Premises; and

WHEREAS, Grantor is agreeable to selling and conveying, and Grantee is agreeable to acquiring and obtaining all Demolition Rights of Grantor with respect to the Ground Lease, Building, and Premises so Grantee can carry out the Demolition and Site Preparation, including without limitation, all Grantor interests in, to or otherwise with respect to the Building and relinquishment of all Grantor interests under the Ground Lease. This Agreement is entered pursuant to the Redevelopment Plan and Redevelopment Agreement.

NOW, THEREFORE, for good and valuable consideration, including the Consideration to be paid or provided pursuant to Section 2 below, the receipt and sufficiency of which are agreed by the parties, the parties agree as follows:

**1. Agreement to Sell and Purchase.** Grantor agrees to sell and convey, and Grantee agrees to acquire and obtain, at Closing (as such term is defined in Section 9.1 below) all Demolition Rights with respect to all rights or interests of Grantor in the Property, including without limitation, all rights of Grantor on, in, under, over, across, or otherwise connected with the Property, Ground Lease, Building, or Premises, for Grantee to carry out Demolition and Site Preparation, and an easement to carry out such work. Upon Closing, Grantee shall be authorized to immediately proceed with Demolition and Site Preparation with respect to such Property, Building and Premises.

**2. Consideration.** Consideration shall include the following:

2.1 As consideration for this Agreement, the Grantee shall:

2.1.1 Pay to Grantor the amount of \$850,000.00 in immediately available funds at Closing as consideration for acquisition of all Demolition Rights or other interests of Grantor on, in, under, over, across, or otherwise connected with the Property, Ground Lease, Building, or Premises, for Grantee to proceed with Demolition and Site Preparation with respect to such Property, Building, and Premises, including without limitation:

2.1.1.1 All fixtures and equipment on, in, under, over, across, or otherwise connected with the Building or Premises, and all cabinetry and electrical, plumbing, heating, ventilation, air conditioning, safes, safe deposit boxes, signage, and drive-through teller facilities and equipment on, in, under, over, across, or otherwise located wholly or partly on, at or within the Property on the Closing Date, all of which the parties agree shall constitute real property, and

2.1.1.2 An easement for Grantee or Grantee's designee to carry out the Demolition and Site Preparation work.

2.1.2 Pay to Grantor the sum of \$24.66 per safe or safety deposit box, totaling \$29,000 for 1,176 boxes ("Safety Deposit Amount"), with respect to which Grantor has a contract

in effect on the Effective Date of this Agreement, as documented by Grantor to Grantee's satisfaction at or before Closing

(together all consideration described in this section 2.1 shall be referred to as the "Grantee Consideration")

2.2 As consideration for this Agreement, the Grantor provides the following:

2.2.1 (a) Grantor shall convey and deliver to Grantee at Closing all Demolition Rights with respect to all rights or interests of Grantor in the Property, including without limitation, all rights of Grantor on, in, under, over, across, or otherwise connected with the Property, Ground Lease, Building, or Premises, and all fixtures, equipment and other property described in section 2.1.1 above, to carry out Demolition and Site Preparation. The Premises shall be vacated, all personal property shall be removed and possession shall be surrendered by Grantor to Grantee at Closing. Grantor represents and agrees as follows:

- (i) Grantor constructed, and during the Lease owns, the Building and other improvements on or serving the Premises,
- (ii) Grantor voluntarily is entering and conveying the Demolition Rights pursuant to this Agreement, and
- (iii) Grantor at its cost and expense shall be solely responsible and liable for moving or relocating from the Premises ("Responsibility for Moving"), including without limitation, removing, moving, or relocating all personal property, and Grantee shall not have any such responsibility or liability.

(b) Not in limitation of the foregoing, Grantor's Responsibility for Moving shall include removal or relocation from the Premises or return of any property of any customers of Grantor, including without limitation, notifying and returning to customers or relocating to another banking facility contents of any safe or safety deposit boxes in accordance with customer direction, if applicable. Grantor and Grantee agree that the Safety Deposit Amount shall constitute and be used in full and final compensation of any customer or other claims or costs or expenses of moving, returning or relocating customer property, and Grantor shall indemnify, defend, and hold harmless Grantee from and against any liabilities, claims, or expenses arising out of or resulting from such Responsibility for Moving or any customers of Grantor or any customer property;

2.2.2 Grantor shall deliver to Grantee at Closing a Bill of Sale substantially in form and content attached to this Agreement and incorporated herein as Exhibit 1, subject to any modifications as satisfactory to the Mayor, City Administrator or City Engineer of the City of La Vista on behalf of Grantee;

2.2.3 Grantor shall deliver to Grantee at Closing the Landlord Consent, Easement Agreement, and Lease Termination executed by Grantor and Landlord, substantially in form and content attached to this Agreement and incorporated herein as Exhibit 2, subject to any modifications as satisfactory to the Mayor, City Administrator or City Engineer of the City of La Vista on behalf of Grantee; and

2.2.4 Grantor shall execute and deliver to Grantee at or before Closing documentation requested by Grantee, if any, attesting to the voluntary nature of this Agreement in form and content satisfactory to the Grantor and to the Grantee, as determined by the Mayor, City Administrator or City Engineer ("Acknowledgement").

Grantor and Grantee agree to cooperate and deliver at Closing any other documents or instruments required by this Agreement or reasonably requested in connection with Closing. Payments or performance by Grantor or Grantee under this Section 2 are collectively referred herein to as the "Consideration". Any Consideration to be paid by Grantee at its option may be paid by the City of La Vista. Grantor agrees that the Grantee Consideration and other amounts and consideration paid or provided to Grantor pursuant to this Agreement shall be full and just compensation for all rights and interests of Grantor in, to, or otherwise with respect to the Property, the easement, and performance of Grantor pursuant to this Agreement.

**3. Due Diligence Deliverables.** Within thirty (30) days after the execution of this Agreement by all parties hereto, and as may be periodically requested thereafter during the Diligence Period, Grantor will provide Grantee the following (collectively, the "Diligence Materials"):

3.1. Full and complete copies of all documents or instruments in the possession or control of Grantor pertaining to the Property or any Grantor interest therein, including without limitation, copies of the Ground Lease (as amended) and any amendments, all surveys, plats, grading plans, development plans, inspection reports, environmental reports, soil reports, geotechnical reports, surveys, or similar studies or examinations pertaining to the Building, Premises or Property, and any documents in Grantor's possession or control regarding any lien or encumbrance in connection with the Building, Premises or Property; and

3.2 A title insurance commitment obtained by Grantor for an ALTA owner's title insurance policy issued by TitleCore National, LLC ("Title Company") for the full amount of the Grantee Consideration. Within thirty (30) days after receipt of the title commitment, Grantee shall forward to Grantor written notice of any defect in title discovered during the examination of the title commitment by Grantee (collectively "Title Defect"). Notwithstanding the foregoing, Grantee shall have no obligation to object to any existing mortgages, deeds of trust, UCC financing statements, or other such liens or encumbrances with respect to which Grantor is the debtor or obligor and of which Grantor shall cause the release by payment or delivery of releases at Closing. All recorded plats and utility easements or building or zoning restrictions which the City Engineer on behalf of Grantee determines do not materially impair the intended Demolition and Site Preparation work shall not be deemed to be Title Defects. After receiving a written notice of a Title Defect from Grantee, Grantor shall have a reasonable period of time to cure all such Title Defects or have the Title Company insure over such Title Defects, at Grantor's expense. In the event Grantor does not cure all such Title Defects or have the Title Company insure over such Title Defects, then Grantee shall have the option to terminate this Agreement and upon such termination all obligations of the Grantee under this Agreement shall terminate and be null and void except for Grantee's obligations under Section 12 (Closing Costs) hereof. The title insurance premium for the owner's title insurance policy and any escrow or closing fees shall be divided equally between Grantor and Grantee.

**4. Diligence Period.** The Grantee, during the period beginning on the date the Diligence Materials are provided to the Grantee until the Closing Date (“Diligence Period”), shall have the opportunity to review all of the information related to the Diligence Materials and such other information as the Grantee may deem relevant to determine, in Grantee’s sole and absolute discretion, whether the transaction is desirable and feasible. If Grantee, in its sole and absolute discretion, shall determine that Grantee does not desire to effectuate the transaction contemplated herein for whatever reason, then Grantee may terminate this Agreement by giving written notice of such termination to Grantor prior to expiration of the Diligence Period, and upon such termination all obligations of the Grantee under this Agreement shall terminate and be null and void except for Grantee’s obligations under Section 12 (Closing Costs) hereof. During the Diligence Period, Grantor shall allow reasonable access by the Grantee or its designees to the Premises and the Building to facilitate the Grantee’s conduct of its due diligence review, physical inspections of the Property, and testing at its own cost and expense.

**5. Real Estate Taxes and Assessments.** Grantor shall pay the real estate taxes (if any) relative to the Building which become delinquent in the year prior to the year of Closing. Real estate taxes (if any) relative to the Building which become delinquent in the year of Closing shall be prorated between Grantor and Landlord from January 1 of the year of Closing to the Closing Date based upon the most recent tax levy rate and property valuation. Landlord shall indicate its consent to such proration by executing the Landlord Consent, Easement Agreement, and Lease Termination.

## **6. Transaction Documents.**

6.1 The Closing is conditioned upon the parties entering into or providing the following documents or instruments at Closing and such other documents as may be reasonably required to effectuate the transaction:

6.1.1 Grantor executing and delivering to Grantee the Bill of Sale for recording with the Sarpy County Register of Deeds at Closing. The Bill of Sale will contain a representation and warranty of Grantor’s ownership of the Building and of no liens or encumbrances initiated by, or occurring in connection with any action or inaction of, Grantor. There will be no representation or warranty with respect to the condition of the Building or any improvements.

6.1.2 Grantor delivering to Grantee the Landlord Consent, Easement Agreement, and Lease Termination, executed by Grantor and Landlord, for recording with the Sarpy County Register of Deeds at Closing.

6.1.3 Grantor executing and delivering to Grantee the Acknowledgment, if required by Grantee, in form and content satisfactory to the Grantor and to the Mayor, City Administrator or City Engineer of the City of La Vista on behalf of Grantee.

6.1.4 Grantor and Grantee each agrees to execute and/or deliver such other documents or instruments as may be required by applicable laws or regulations or by the Title Company, escrow or closing agent, including without limitation, any required affidavits or certifications of non-foreign status pursuant to IRC Section 1445 and regulations

thereunder.

6.2 Closing shall be subject to Grantor or Landlord, at or before Closing, eliminating all recorded or unrecorded interests or encumbrances that might interfere with the Demolition and Site Preparation (“Encumbrances”), to the satisfaction of Agency.

6.3 This Agreement and all documents or instruments delivered at Closing shall survive Closing.

**7. Representations and Warranties.** Grantor represents and warrants to the Grantee as of the date of the execution of this Agreement and as of the date of Closing as follows:

7.1 Grantor is a duly organized national banking association operating in Nebraska;

7.2 Grantor owns the Building and is the sole tenant under the Ground Lease. Grantor does not provide any representations or warranties with respect to the condition of the Building, which shall be provided at Closing in its “as-is where-is condition” for Demolition and Site Preparation; and

7.3 Grantor has the authority and power to execute and perform and complete the transactions and obligations contemplated by this Agreement, subject to Landlord approval by executing the Landlord Consent, Easement Agreement, and Lease Termination; and

7.4 The person signing this Agreement is duly authorized to execute this Agreement on behalf of Grantor; and

7.5 The Property is not now and on the date of Closing will not be in violation of any federal, state, or local law, ordinance, or regulation or requirement relating to industrial hygiene or to the environmental conditions of or about the Property, including, but not limited to, soil and groundwater conditions, erosion controls and agricultural waste management, or subject to any pending or threatened enforcement actions with respect thereto, or litigation.

**8. Grantee’s Representations and Warranties.** Grantee represents and warrants to Grantor as of the date of the execution of this Agreement and as of the Closing that:

8.1 Grantee is a community development agency created pursuant to Neb. Rev. Stat. 18-2101.01 by Ordinance No. 1167 adopted by the City;

8.2 The Grantee has authority and power to execute and perform and complete the transactions and obligations contemplated by this Agreement; and

8.3 The person signing this Agreement on behalf of the Grantee is duly authorized to sign this Agreement on behalf of the Grantee.

**9. Closing.**

9.1 Unless this Agreement is terminated by Grantee during the Diligence Period or otherwise in accordance with its terms, the Grantor and Grantee shall close the transaction (the "Closing") on the Closing Date determined in accordance with this Section 9.1. The parties estimate that Closing will occur within twelve (12) months after the Effective Date of this Agreement when a new facility within the Mixed Use Redevelopment Project Area ("New Branch Banking Facility") has been completed to which Grantor has relocated its Branch Banking Facility from its current location. Grantor and Grantee mutually shall determine the date that Closing shall occur (the "Closing Date"), which shall be within thirty (30) days after a certificate of occupancy is granted for the New Branch Banking Facility and no later than eighteen (18) months after the Effective Date of this Agreement, provided none of the circumstances described in subsections 9.2(i) through 9.2(vi) exists. Closing shall be subject to final walk through inspection of the Property satisfactory to Grantee.

9.2 Notwithstanding anything in this Section 9 or otherwise in this Agreement to the contrary, this Agreement may be terminated at Grantee's option and transactions contemplated by this Agreement abandoned if more than eighteen (18) months have passed since the Effective Date and (i) the New Branch Banking Facility has not been completed or does not have a certificate of occupancy, (ii) Grantor has not entered a lease for the New Branch Banking Facility to commence within thirty (30) days of the certificate of occupancy and having an initial lease term of 10 years or more, (iii) Grantor has not vacated the Premises, (iv) the Landlord Consent, Easement Agreement, and Lease Termination is not forthcoming, (v) any Encumbrances described herein or in Exhibit 2 remain, or (vi) Grantee for reasons beyond its reasonable control is not able to commence or complete the Demolition and Site Preparation.

9.3 At Closing:

9.3.1 Grantor shall deliver to Grantee:

- 9.3.1.1. A fully executed Bill of Sale.
- 9.3.1.2. A fully executed Landlord Consent, Easement Agreement, and Lease Termination.
- 9.3.1.3. A fully executed Acknowledgement, if requested by Grantee.

9.3.2. Grantee shall deliver to Grantor:

- 9.3.2.1. The Grantee Consideration.

**10. Right to Assign.** Any proposed assignment of this Agreement or any rights or obligations hereunder shall be subject to approval of both parties.

**11. Notices.** Any notice required to be given hereunder shall be in writing and shall be deemed duly served if and when delivered personally or by first class United States mail, postage prepaid, to the following addresses:

To Grantor:

First National Bank of Omaha  
1620 Dodge Street  
Attn: Real Estate, MS1150  
Omaha, NE 68197

and

To Grantee:

La Vista Community Development Agency  
Attn: Brenda Gunn  
8116 Park View Blvd.  
La Vista, NE 68128

With a copy to David Hohman or Tom McKeon, Fitzgerald Schorr, PC, LLO, 200 Regency One, 10050 Regency Circle, Omaha, NE 68114. Each party may change its address for the purposes hereof by giving written notice thereof to the other.

**12. Closing Costs.** The Grantee shall pay the following costs associated with the Closing of this transaction: all due diligence costs, one-half of the premium for any title insurance and one-half of any escrow closing, Title Company, or closing agent costs or fees, the recording cost of any documents required to be recorded, and its own legal fees. Grantor shall pay the following costs associated with the Closing of this transaction: the documentary stamp tax (if any), one-half of any title insurance premium and one-half of any escrow closing, Title Company, or closing agent costs or fees, and all of its own legal fees.

**13. Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

**14. Time of the Essence.** The parties agree that times for performance are of the essence of this Agreement.

**15. Governing Law; Jury Trial Waiver; Consent to Jurisdiction and Choice of Venue.** This Agreement is made and delivered in the State of Nebraska, and shall be governed by the laws thereof. All parties agree to waive any right to a trial by jury on any dispute between the parties, whether contract or tort. All parties consent to jurisdiction of the state courts in the State of Nebraska and agree that any lawsuit between the parties shall be brought only in the state courts located in Papillion, Sarpy County, Nebraska.

**16. Counterparts.** This Agreement may be executed in two or more counterparts, which when taken together, shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts by means of electronic transmission and the parties agree that the receipt of such executed counterparts shall be binding on the parties and shall be construed as originals.

**17. Severability.** If any provision of this Agreement conflicts with applicable law or regulation or is declared invalid or otherwise unenforceable, such conflict or invalidity shall not affect the other provisions of this Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable.

**18. No Oral Agreements; Integration.** This Agreement constitutes the entire understanding and agreement of the parties, and any prior understandings, negotiations, agreements or representations of the parties are merged herein. This Agreement may not be added to, subtracted from, or modified in any manner except by agreement in writing executed by both parties.

**19. No Waiver.** The waiver of any breach of this Agreement by any party hereto shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision of this Agreement. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be deemed a modification, waiver or release of any requirement of the Redevelopment Plan, Redevelopment Agreement or Subdivision Agreement applicable to the Property.

**20. Interpretations.** Any uncertainty or ambiguity existing herein shall not be interpreted against a party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

**21. Further Assurances.** Each party agrees to fully support, coordinate and cooperate to carry out the provisions of this Agreement. Each party will, whenever it shall be reasonably requested to do so by any other party, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each party shall cooperate in good faith with the other parties and shall execute, acknowledge, and deliver any and all documents or requests in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

**22. Relationship of Parties.** No provision contained in this Agreement nor any acts of any party shall be deemed or construed by any party or by any third person to create the relationship of partnership, joint venture or of any association between the parties, other than contractual relationships stated in this Agreement.

**23. Duly Authorized.** By signing this Agreement, the person signing on behalf of each party confirms that (i) the undersigned signatory has been duly authorized to sign this Agreement on behalf of the respective party, and (ii) each has read this Agreement, in full, is fully apprised of its contents, understands the meaning and implications of this Agreement, and executes this Agreement voluntarily and with full understanding of its import.

**24. Recitals.** The recitals at the beginning of this Agreement are incorporated herein by reference.

**25. Paragraph Headings.** The paragraph headings of this Agreement are solely for the convenience of reference and shall not in any way limit or amplify the terms and conditions hereof.

**26. Attorneys' Fees and Expenses.** To the extent permitted by applicable law, if any party hereto commences a lawsuit to enforce the provisions of this Agreement the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

**27. Effect of Agreement; Survival as Between Grantor and Grantee.** This Agreement has been entered into by the Grantee to provide financing for an approved redevelopment project. For this purpose, "financing" means providing funds for rights acquired in accordance with this Agreement. This Agreement shall continue in effect and survive all closings and conveyances of real estate required by this Agreement, and shall be enforceable by Grantor or Grantee against the other.

**28. Casualty Loss.** Grantor shall maintain commercially reasonable property and general liability insurance on the Building and Premises through Closing. If, before Closing, all or any part of the Building or other improvements of the Premises are condemned, or damaged or destroyed and not fully rebuilt or restored, the amount of Grantee Consideration payable at Closing shall be reduced by the amount of any condemnation award or insurance proceeds that the Grantor receives or is entitled to receive as a result of such condemnation or loss; or in the alternative, the Grantee shall have the option to terminate this Agreement.

**[Remainder of Page Intentionally Left Blank.  
Signature Page to Follow.]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**First National Bank of Omaha**, a national banking association

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

Brenda Dooley  
Senior Vice President

**La Vista Community Development Agency**,  
a community development agency created  
pursuant to Neb. Rev. Stat. 18-2101.01

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

Douglas Kindig, Mayor  
City of La Vista

**Exhibit “1”**

**Form of Bill of Sale**

(See attached)

**Form of Deed and Bill of Sale  
(in recordable form)**

**DEED AND BILL OF SALE**

FOR VALUABLE CONSIDERATION, First National Bank of Omaha, a national banking association, ("Grantor") transfers and conveys to the La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. Section 18-2101.01 ("Grantee"), all of Grantor's rights, title and interests in or to the following described property or improvements on or serving such property, for Grantee to carry out Demolition and Site Preparation of such property and improvements:

The Building and all other improvements on or serving the following real property:  
Lot 11, La Vista City Centre, an Addition to the City of La Vista, in Sarpy County, Nebraska (commonly known as 7855 So. 84th Street, La Vista, Nebraska) ("Property"),

and consents to Grantee's commencement and performance of Demolition and Site Preparation with respect to such Property, subject to consent of La Vista City Centre, LLC ("landlord") as successor-in-interest to Brentwood Crossing Associates II, and landlord of the Property under that certain Lease Agreement with Grantor, as lessee, dated August 1, 1993 (the "Ground Lease"), and consent of Dundee Bank, a branch of Security State Bank and holder of security interests in the Property, with such landlord and secured party consents evidenced by executing the Landlord Consent and Secured Party Consent in form and content below as applicable. Without limiting the foregoing, this Bill of Sale shall be deemed to include any personal property remaining at, on or in the Building, the improvements, or Property at the time of Closing, and any rights of Grantor under the Ground Lease for Grantee to carry out Demolition and Site Preparation.

Grantor for itself and its successors and assigns represents and warrants that Grantor owns the Building and other improvements of the Property and has the legal right to sell and hereby sells the rights and interests described in this Bill of Sale, free and clear of all encumbrances, liens, assessments, taxes for years prior to Closing, restrictions, and covenants ("Title"); and agrees to defend Grantee against any and all claims against such Title. Grantor gives no representation or warranty with respect to the condition of the Building or such improvements.

Any capitalized term not defined in this Bill of Sale shall have the meaning assigned to it in the AGREEMENT FOR ACQUISITION OF DEMOLITION RIGHTS WITH RESPECT TO LEASEHOLD INTERESTS between Grantor and Grantee, dated \_\_\_\_\_ 2018, a copy of which is on file with the La Vista City Clerk and incorporated herein by this reference.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

FIRST NATIONAL BANK OF OMAHA

BY: \_\_\_\_\_  
Brenda Dooley  
Senior Vice President

**LANDLORD CONSENT**

For valuable consideration, La Vista City Centre, LLC hereby consents to the **DEED** **AND BILL OF SALE** of First National Bank of Omaha above, including without limitation conveyance to Grantee of all Grantor rights and interests in or to the Building and other improvements on, in, under, over, across, or otherwise connected with the Property, and Grantee carrying out Demolition and Site Preparation with respect to such Property.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

LA VISTA CITY CENTRE, LLC

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

#### **SECURED PARTY CONSENT**

The undersigned, as the holder of a lien on the Property, hereby consents and agrees to the **DEED AND BILL OF SALE** of First National Bank of Omaha and Landlord Consent above, including without limitation conveyance to Grantee of all Grantor rights and interests in or to the Building and other improvements on, in, under, over, across, or otherwise connected with the Property, and Grantee or its designee carrying out Demolition and Site Preparation with respect to such Property.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Dundee Bank, a branch of Security State Bank

By \_\_\_\_\_  
Its \_\_\_\_\_

#### **ACKNOWLEDGEMENT OF NOTARY**

STATE OF NEBRASKA      )  
                                  ) ss.  
COUNTY OF DOUGLAS      )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Brenda Dooley, Senior Vice President of First National Bank of Omaha, a national banking association, as his or her voluntary act and deed and the voluntary act and deed of said bank.

Notary Public

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA      )  
                            )  
                            ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_, by Christopher L. Erickson, Manager of La Vista City Centre,  
LLC, a Nebraska limited liability company, as his voluntary act and deed and the voluntary act  
and deed of said company.

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Notary Public

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

The foregoing Secured Party Consent was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2018, by \_\_\_\_\_, \_\_\_\_\_ of Dundee Bank, a  
branch of Security State Bank, on behalf of said bank.

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Notary Public

**Exhibit “2”**

**Form of Landlord Consent, Easement Agreement, and Lease Termination**

(See attached)

**Landlord Consent, Easement Agreement, and Lease Termination  
(in recordable form)**

This Landlord Consent, Easement Agreement, and Lease Termination (“Agreement”) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2018 (“Effective Date”) by and between First National Bank of Omaha, a national banking association, (“Tenant”) and La Vista City Centre, LLC, a Nebraska limited liability company (“Landlord”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties agree as follows:

1. Landlord is fee simple owner and Landlord and Tenant are parties under that certain Lease Agreement dated August 1, 1993 by and between Landlord (as successor-in-interest to Brentwood Crossing Associates II, a Missouri general partnership, as landlord), and Tenant, as lessee, pertaining to property legally described below and commonly known as 7855 So. 84<sup>th</sup> Street, La Vista, Nebraska 68128 (the “Property”), as extended and subject to additional extension up to the remaining useful life of Tenant’s branch bank building and improvements, (the “Ground Lease”):

Lot 11, La Vista City Centre, an Addition to the City of La Vista, in Sarpy County, Nebraska,

on which Tenant constructed, owns, and operates a retail branch banking facility comprised of a building and other improvements on or serving such Property (“Building”).

2. This Agreement is entered into pursuant to that AGREEMENT FOR ACQUISITION OF DEMOLITION RIGHTS WITH RESPECT TO LEASEHOLD INTERESTS between Tenant and the La Vista Community Development Agency (the “Agency”), dated \_\_\_\_\_ and incorporated herein by this reference (“Demolition Agreement”), a copy of which is on file with the La Vista City Clerk, to provide Agency Demolition Rights so it can perform Demolition and Site Preparation with respect to the Property and Building.
3. Landlord hereby ratifies, affirms, adopts, approves, and consents to the Demolition Agreement, all terms and conditions thereof, and all performance of Tenant or Agency in accordance with such Demolition Agreement, including without limitation, Tenant’s conveyance of Demolition Rights and all of Tenant’s right, title and interest in or to the Property or Building for Agency to carry out Demolition and Site Preparation, and relinquishment of all rights of Tenant under the Ground Lease, and Agency’s exercise of the Demolition Rights and performance of Demolition and Site Preparation. Not in limitation of the foregoing, Landlord agrees to the proration of real estate taxes specified in Section 5 of the Demolition Agreement. Landlord shall not challenge any such terms, conditions, performance, conveyance, relinquishment, or exercise described in this paragraph.

4. Landlord hereby grants and conveys to Agency all Demolition Rights of Landlord with respect to the Property or Building, including without limitation, all right, title, and interest in or to the Building and all other improvements or property therein or thereon, and authorizes Agency to commence and carry out the Demolition and Site Preparation, and Agency shall be authorized to demolish, remove, and discard or otherwise dispose of such Building, improvements, and property as the Agency determines in its sole discretion.
5. Landlord and Tenant each agrees that Agency is hereby granted an easement and rights in to and over the Property, Building and improvements, effective upon Closing under the Demolition Agreement, to enter upon the Property and perform Demolition and Site Preparation of the Property, including without limitation, demolition, clearance, removal, transport, transfer, and disposal of the Building and all improvements on, in, under, over, across, or otherwise connected with the Property, initial grading, removal or relocation of utilities or soils, or other work in a manner determined by the Agency in its sole discretion. Not in limitation of the foregoing, Landlord and Tenant each conveys all of its rights or interests in the Building and other improvements to Agency. The easement granted by this paragraph also shall be for the benefit of any contractors, agents, employees, or representatives designated to perform any of the Demolition and Site Preparation.
6. Not in limitation of the foregoing, Landlord hereby ratifies, affirms, adopts, and approves the RECIPROCAL CONSTRUCTION EASEMENT, AND CONVEYANCE OF DEMOLITION AND SITE PREPARATION RIGHTS AND EASEMENT recorded with the Sarpy County Register of Deeds as Instrument Number 2016-31250 (“Pre-existing Easement”) and easements and rights granted the City or Agency therein, and affirms that such easement and rights shall apply with respect to the Property and Building, all improvements thereon or therein, and all rights or interests therein, for the Agency to perform the Demolition and Site Preparation.
7. Landlord, on or before the Closing Date under the Demolition Agreement, and as a condition of such Closing, shall eliminate any recorded or unrecorded interests or encumbrances that might interfere with the Demolition and Site Preparation (“Encumbrances”). Tenant shall cooperate with Landlord to eliminate any such Encumbrances.
8. Landlord acknowledges that this Agreement shall be delivered at Closing as an inducement of the parties to close on the Demolition Agreement. Landlord does not have, is not seeking, and shall not seek any uncompensated rights or interests or rights to any additional consideration from Tenant or Agency with respect to any rights or interests on, in, under, over, across, or otherwise connected with the Ground Lease, Property or Building, or arising out of Agency’s performance of Demolition and Site Preparation.
9. Landlord agrees, within three (3) days after the Effective Date of the Demolition Agreement and in all events before the Closing Date, to provide the Agency with full and complete

copies of any documents or instruments in the possession or control of Landlord relating to Landlord's rights, title or interests in or to the Ground Lease, Building, or Property, including without limitation, copies of the Ground Lease (as amended) and any amendments; and such other information in Landlord's possession that might be relevant to Agency performance of Demolition and Site Preparation.

10. Landlord and Tenant agree that Tenant obligations to pay rent under the Ground Lease shall cease upon Tenant opening for business in the New Branch Banking Facility. If Closing is not on the first day of the month, any applicable rents and any other payments due under the Ground Lease shall be prorated to the date of Closing unless Landlord and Tenant otherwise agree.
11. The Ground Lease and all obligations of the parties thereunder automatically shall terminate upon completion of the Demolition and Site Preparation, without any further action required of any person or entity; provided, however that Tenant and Landlord agree that upon completion of the Demolition and Site Preparation they will sign and deliver a written release in recordable form as may be necessary to release the recorded Ground Lease or any recorded memorandum thereof.
12. This Agreement shall be subject to consent of Dundee Bank, a branch of Security State Bank and holder of security interests in the Property, in form and content of the Secured Party Consent below. Landlord and Tenant agree that Agency or its designee shall be authorized to proceed with Demolition and Site Preparation upon Closing on the Demolition Agreement.
13. This Agreement shall constitute covenants running with the land and shall be binding on Landlord and Tenant, and each of them, and their respective successors and assigns. Agency shall be authorized to enforce this Agreement. Terms and conditions of this Agreement shall survive and remain in full force and effect after Closing.
14. Agency shall be a beneficiary and authorized to enforce this Agreement against Landlord and/or Tenant.
15. Terms used in this Agreement shall have the same meaning as used in the Demolition Agreement, unless otherwise specified or the context otherwise requires.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

First National Bank of Omaha, a national  
banking association

By: Brenda Dooley

Senior Vice President

La Vista City Centre, LLC

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

### **SECURED PARTY CONSENT**

The undersigned, as the holder of a lien on the Property, hereby consents and agrees to the Landlord Consent, Easement Agreement, and Lease Termination of First National Bank of Omaha, a national banking association, and La Vista City Centre, LLC above, including without limitation all grants, conveyances, rights and interests to or for the benefit of City or Agency with respect to the Property, and Agency shall be authorized to carry out Demolition and Site Preparation with respect to such Property.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Dundee Bank, a branch of Security State Bank

By \_\_\_\_\_  
Its \_\_\_\_\_

### **ACKNOWLEDGEMENT OF NOTARY**

STATE OF NEBRASKA      )  
                                    ) ss.  
COUNTY OF DOUGLAS      )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Brenda Dooley, Senior Vice President of First National Bank of Omaha, a national banking association, as his or her voluntary act and deed and the voluntary act and deed of said bank.

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Notary Public

## ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA      )  
                            ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, as his voluntary act and deed and the voluntary act and deed of said company.

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Notary Public

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

The foregoing Secured Party Consent was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, \_\_\_\_\_ of Dundee Bank, a branch of Security State Bank, on behalf of said bank.

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Notary Public

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

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
OPPD TRANSMISSION LINE PERMANENT RELOCATION AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared authorizing the execution of an agreement with OPPD for the permanent relocation of OPPD overhead transmission line #26, in an estimated amount not to exceed \$2,098,340.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval subject to review by the City Attorney

**BACKGROUND**

On February 21, 2017 the City Council approved the temporary bypass of OPPD overhead transmission line #26 that spanned overhead of Lot 14, Outlot A and Lot 12 within La Vista City Centre into Civic Center Park. In order to facilitate future construction within the park the temporary bypass needs to be permanently relocated. City staff have been working with OPPD and determined that the proposed route contained within this agreement is the best option for both the City and OPPD.

**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 (OPPD) FOR THE PERMANENT RELOCATION OF OVERHEAD LINE #26 IN AN AMOUNT NOT TO EXCEED \$2,098,340.

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 including line #26 within the boundaries of the City of La Vista; and

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

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

WHEREAS, the City's share of the estimated cost of the work is \$2,098,340; 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; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, approving and authorizing the execution of an Interlocal Cooperation Agreement with Omaha Public Power District (OPPD), as presented, for the permanent relocation of overhead line #26, subject to any additions, subtractions, or modifications as the City Administrator or City Engineer determines necessary or advisable, in an amount not to exceed \$2,098,340.

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

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

A G R E E M E N T  
BETWEEN  
THE OMAHA PUBLIC POWER DISTRICT  
AND THE  
**City of La Vista**  
\*\*\*\*\*

**City of La Vista OPPD 69KV  
Transmission Line 26 Relocation**

**A G R E E M E N T**  
**City of La Vista OPPD 69KV Transmission Line 26 Relocation**

THIS AGREEMENT is made and entered into by and between the Omaha Public Power District hereinafter referred to as the "Utility" or "OPPD" and the **City of La Vista** hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, Utility 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.

WHEREAS, the City is a Nebraska Municipality and declared the 84th 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").

WHEREAS, 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.

WHEREAS, transmission Line 26 ("Line 26") currently is located in areas described or depicted in attached Exhibit A incorporated herein by this reference, including without limitation parts of the Redevelopment Area owned by the City.

WHEREAS, the City, pursuant to the Redevelopment Plan and other public purposes, and Utility desire to provide for **Relocation of Line 26 to areas shown on the attached drawing marked as Exhibit B and incorporated by this reference, and removal of the existing Line 26 from the area shown on Exhibit A**. Said removal of existing lines and facilities, construction of new lines and facilities, and acquisition of any required property or rights will be undertaken under the project designation **City of La Vista OPPD 69KV Transmission Line 26 Relocation** (the "Project"). The Project shall include relocation of any other utilities currently attached to distribution poles affected by the Project, and

WHEREAS, preliminary plans and specifications for the Project are presented with this Agreement, and

WHEREAS, the City is willing to have the Utility contract and remove, relocate and construct Line 26 and other facilities as part of the Project, subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and the promises and covenants herein, the parties hereto agree as follows:

SECTION 1. The Utility has designed a transmission facility and system to be constructed by the Utility or Utility's contractor for the Project according to the Utility's specifications and as set forth in the Project plans and specifications. The Utility or the Utility's contractor will perform all work and requirements for the Project, including without limitation, acquisition of all required property and rights. The Utility will coordinate performance of the work so as to avoid disruption of traffic or other utilities. The Utility is given permission to enter upon City property within the Project area as needed to perform such work.

The Utility's engineering department has estimated the cost of the Project as provided in the attached Exhibit C ("Project Costs"). The City's share of such Project Costs shall be **\$2,098,340** ("Not to Exceed Amount").

Development, finalization, or modifications of any plans or specifications, scheduling and completion of the work connected with the Project, and processing of applications for payment shall be subject to approval of the City Engineer to his satisfaction.

SECTION 2. The City shall pay the Utility **100** percent of the actual and reasonable Project Costs, including without limitation, the construction effort for removing, relocating, and constructing Line 26 and other facilities and any required construction engineering costs, up to the Not to Exceed Amount. Exceeding the Not to Exceed Amount requires the prior written approval of the City.

SECTION 3. The City shall make payment to the Utility within thirty (30) days after receipt of billing from the Utility as costs of the Project are incurred. When the work is completed and all costs accumulated, the Utility will submit a final statement to the City showing the payment due from the City.

The parties agree to make final settlement within thirty (30) days after the City receives the final statement. The Utility will furnish the City a copy of the engineering estimates and actual costs for the Project and as built drawings. Ownership in the said facilities shall remain with the Utility at all times.

SECTION 4. The parties hereto shall not, in the performance of this Contract discriminate or permit discrimination against any person because of race, sex, age, or political or religious opinions or affiliations or disability in violation of Federal or State Statutes or Local Ordinances. The recitals at the beginning of this Agreement, and all plans, specifications, documents or instruments referenced in this Agreement, shall be incorporated into this Agreement by reference.

SECTION 5. Pursuant to the Interlocal Act, the City and Utility 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;

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 Project as described in this Agreement or related documents or instruments.

d. The parties will pay costs and expenses of the Project as described above. 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. The Utility will own the overhead transmission facilities at all times, including at the end of the Agreement.

f. The parties 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 District's Utility Coordination Group and City Engineer jointly shall be the administrators of this Agreement for the parties.

h. The overhead transmission facilities will be acquired, held and disposed of in the manner described in this Agreement.

SECTION 6. This instrument constitutes the entire Agreement between the parties hereto 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. Any amendment shall be in writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials there unto duly authorized as of the dates below indicated.

DATE\_\_\_\_\_

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

Douglas Kindig, Mayor  
City of La Vista, Nebraska

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

Omaha Public Power District

BY:\_\_\_\_\_

TITLE:\_\_\_\_\_

## NONDISCRIMINATION CLAUSES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

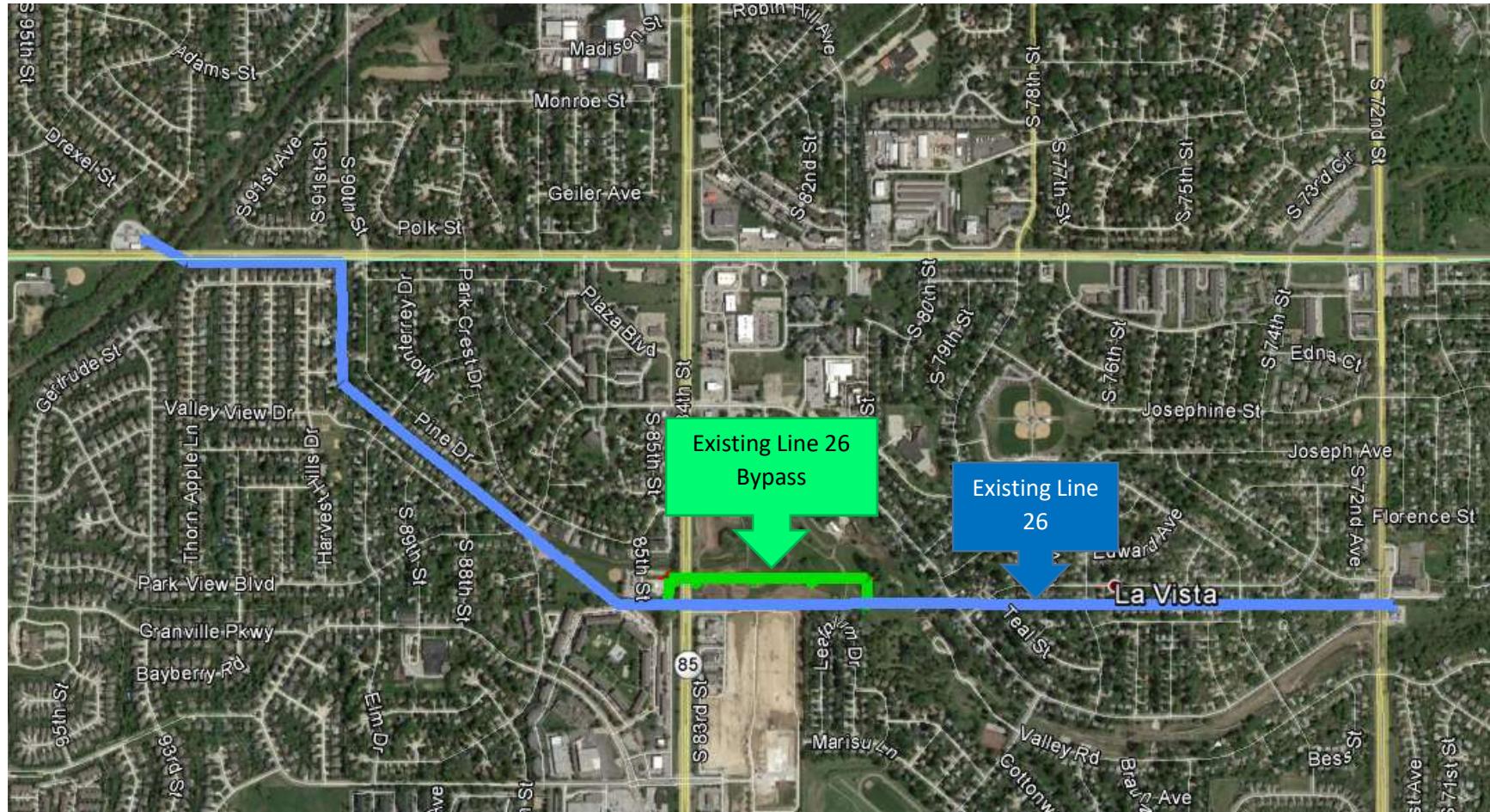
- 1) **Compliance with Regulations:** The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations. Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2) **Nondiscrimination:** The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of handicap, race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations. Including employment practices when the contract covers a program set forth in Appendix "A", "B" and "C".
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of handicap, race, color or national origin.
- 4) **Information and Reports:** The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
  - a) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b) cancellation, termination or suspension of the contract, in whole or in part.
- 6) **Incorporation of Provisions:** The Utility's contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant

thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Exhibit A**

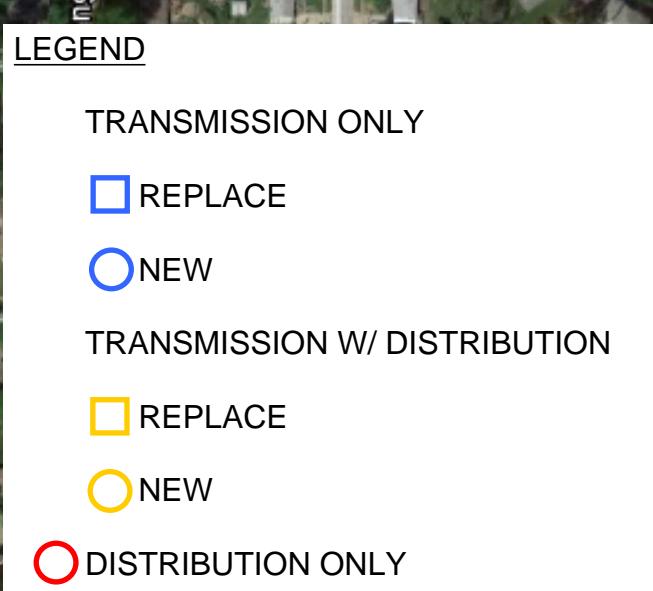
**Location of Current Lines and Facilities**

# Existing OPPD Line 26 Facilities



**Exhibit B**

**Proposed Location of Relocated Lines and Facilities**



POLES TO BE SET IN FRONT OF RETAINING WALLS

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## LEGEND

TRANSMISSION ONLY



TRANSMISSION W/ DISTRIBUTION



DISTRIBUTION ONLY



LEGEND

TRANSMISSION ONLY

□ REPLACE

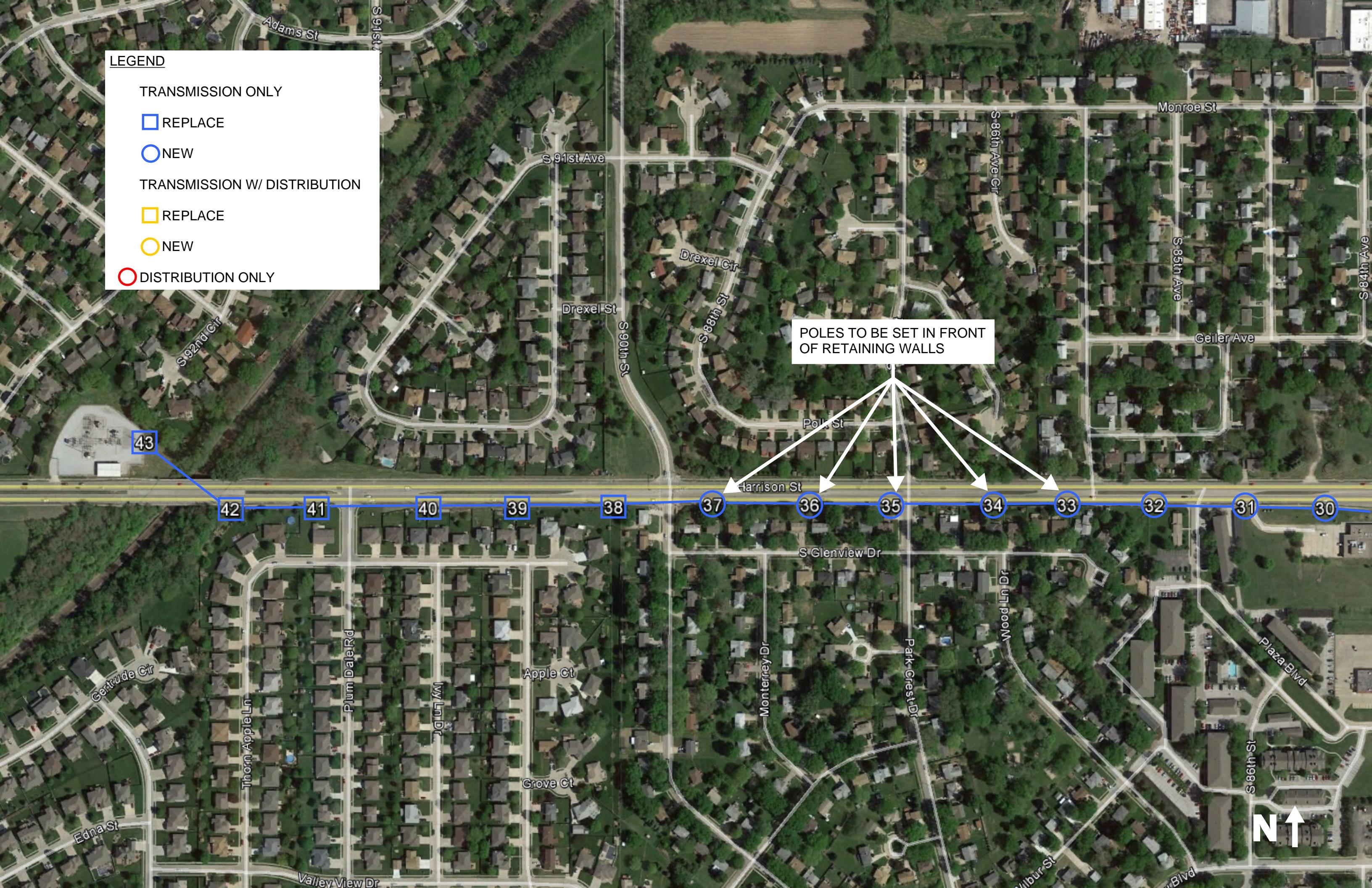
○ NEW

TRANSMISSION W/ DISTRIBUTION

□ REPLACE

○ NEW

○ DISTRIBUTION ONLY



**Exhibit C**  
**Project Costs**

## La Vista Transmission Project Line 26

### Estimate

Updated: 02/08/18

Item Description	La Vista Costs		OPPD Costs	
		Comment		Comment
<b>Engineering Total</b>	<b>\$ 247,401</b>		<b>\$ 40,275</b>	
Payroll	\$ 27,748		\$ 4,517	
Consultants	\$ 219,653		\$ 35,758	
<b>Land Rights Total</b>	<b>\$ 230,068</b>		<b>\$ 37,453</b>	
Payroll	\$ 17,200	OPPD agents	\$ 2,800	
Consultants	\$ 75,522	appraisals, tract maps	\$ 12,294	
Easements	\$ 137,346	10 tracts, 39,000 sq ft	\$ 22,359	Davit Arms may eliminate many easements
<b>Material</b>	<b>\$ 595,359</b>		<b>\$ 96,919</b>	
Capital Purchase	\$ 382,221	All steel poles	\$ 62,222	
Stores	\$ 213,138	wire/hardware	\$ 34,697	
<b>Construction Total</b>	<b>\$ 1,025,512</b>	<b>Structures 1 to 37</b>	<b>\$ 166,944</b>	<b>Structures 38 to 43</b>
Utility Relocates	\$ 176,975		\$ 28,810	
Tree Clearing	\$ 40,248		\$ 6,552	
Traffic Control	\$ 27,167		\$ 4,423	
Line Construction	\$ 554,700		\$ 90,300	
Distrbution	\$ 83,943		\$ 13,665	
Removals	\$ 100,721		\$ 16,396	
Damage/Restoration	\$ 41,757		\$ 6,798	
<b>Project Total</b>	<b>\$ 2,098,340</b>		<b>\$ 341,590</b>	

#### Notes

- 1) Design modified along 72nd Street to avoid construction limitations of wooden retaining walls. All facilities in road ROW.
- 2) Design modified along Harrison Street to avoid construction limitations of concrete retaining walls. Some facilities in road ROW.
- 3) Design modified to avoid landowner impact. Use of Davit arms in design reduced easement costs.
- 4) Underground utility conflicts more prevalent than assumed in original estimate.
- 5) Structures 38 to 43 will be replaced in place to bring entire line to current loading requirements. Costs will be incurred by OPPD.

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

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZATION TO PURCHASE BOOM TRUCK	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared to authorize the purchase of one (1) 2018 AT37G Articulating Telescopic Aerial Device (Boom Truck), from Altec Industries, Inc., Birmingham, Alabama, in an amount not to exceed \$96,229.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval

**BACKGROUND**

Currently the traffic control technician operates out of an existing streets truck that wasn't designed to function as a traffic control repair vehicle. Any repairs to overhead traffic signals require the use of a boom, which the current vehicle is not equipped with. When repairs are required the technician has to borrow the boom truck from the parks division, which is much larger than what is needed and requires an additional staff person to operate an arrow board for traffic control. This truck will have the necessary traffic warning devices equipped on the vehicle, so in most instances this work will become a one man operation. In addition the technician carries a ladder to do sign repair work which will be more efficiently and safely performed by using the boom. The proposed vehicle will be equipped with the necessary tools and parts to complete repairs without constantly driving back and forth between Public Works and the job site. This truck will serve a duel function and will be utilized during the fall for decorating and installing Holiday Lights throughout the City.

The proposed vehicle will be purchased through the National Joint Powers Alliance (NJPA), contract #031014-ALT. The NJPA operates just like the state bid but on a national scale.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) 2018 AT37G ARTICULATING TELESCOPIC AERIAL DEVICE FROM ALTEC INDUSTRIES, INC., BIRMINGHAM ALABAMA IN AN AMOUNT NOT TO EXCEED \$96,229.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a boom truck is necessary; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize the purchase of one (1) 2018 AT37G Articulating Telescopic Aerial Device from Altec Industries, Inc., Birmingham Alabama in an amount not to exceed \$96,229.00.

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

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

December 14, 2017  
Our 88th Year

**Ship To:**  
CITY OF LA VISTA (NE)

**Bill To:**  
CITY OF LA VISTA (NE)

Attn:  
Phone:  
Email:

**Altec Quotation Number:** 408303 - 2  
**Account Manager:** Travis Allen  
**Technical Sales Rep:** Martin Guandique

<u>Item</u>	<u>Description</u>	<u>Qty</u>	
			<u>Unit</u>
1.	ALTEC Model AT37G telescoping/articulating continuous rotation aerial device with an insulating articulating arm, insulating telescopic upper boom, and the patented ISO-Grip insulating system at the boom tip. Includes the following features:	1	
A.	Ground to bottom of platform height: 37.8 feet		
B.	Working height: 42.8 feet		
C.	Maximum reach to edge of platform. Side Mounted Platform: 26.6 feet. End Mounted Platform: 28.3 feet (at 14.4 foot platform height).		
D.	Telescopic boom extension: 9 feet 8 inches		
E.	Continuous rotation		
F.	Insulating Aerial Device, ANSI Category C, 46kV and Below		
G.	Articulating Arm: Articulation is from -7 to 90 degrees. Insulator provides 12 inches of isolation.		
H.	Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation.		
I.	Telescoping upper boom: Articulation is from -25 to 75 degrees.		
J.	Master/ Slave Leveling: Platform automatically maintains level during boom articulation through a lifetime master/slave hydraulic leveling system that requires no major preventive maintenance.		
K.	The INSULATING UPPER CONTROL SYSTEM includes a single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microamps of leakage. The control handle is green in color to differentiate it from other non-tested controllers.		
L.	One set of tool outlets at the platform providing up to 5 gpm of flow for open center tools		
M.	Hydraulic System: Open center system operating at 5gpm and 2,400 psi.		
N.	Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion.		
O.	Structural Warranty all of the following applicable major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.		

<u>Item</u>	<u>Description</u>	<u>Qty</u>
P.	Manuals: Two (2) operator and Maintenance/Parts manuals	
2.	AT37G Unit Model	1
3.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms and platform. Secondary Stowage & Start/Stop is activated with an air plunger at the platform and switch at the lower control station.	1
4.	Post style pedestal mounting	1
5.	Poly Hydraulic Reservoir, Pedestal Mounted, 7 Gallon (Includes Sight Gauge)	1
6.	Single, One (1) Man, Fiberglass Platform; End Mounted with 180 degree rotator. 24 x 30 x 42 inches, includes hydraulic tilt.	1
7.	Two (2) Platform Steps	1
8.	Soft nylon reinforced vinyl platform cover for a 24 x 30 inch platform	1
9.	Platform liner for a 24 x 30 x 42 inch platform	1
10.	Platform Capacity, 400LBS.	1
11.	Altec Patented ISO-Grip Insulating 4 Function, Proportional Speed, Upper Control Handle - with safety interlock and interlock guard. Forward/back operates upper boom in/out, tiller operates rotation CW/CCW, up/down operates lower boom up/down, and twist operates articulating arm up/down. Platform leveling is controlled with a separate interlocked control handle.	1
12.	Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground	1
13.	Powder coat unit Altec White.	1

Unit & Hydraulic Acc.

14.	HVI-22 Hydraulic Oil (Standard).	9
15.	Standard Pump For PTO	1
16.	Hot shift PTO for automatic transmission	1

Body

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

Page 2 of 7

<u>Item</u>	<u>Description</u>	<u>Qty</u>
17.	108 Inch Universal Small Aerial Body for a 60 Inch CA Chassis with 38 Inch Long Side Access Tailshelf to Meet the Following Specifications:  A. Basic body fabricated from A40 grade 100% zinc alloy coated steel B. All doors are full, double paneled, self-sealed with built-in drainage. C. Stainless steel hinge rods extend full length of door. D. Door hinges are zinc alloy material attached with rivets E. All doors contain stainless steel, flush mounted, paddle activated rotary style latches with two-stage locking, including keyed locks and adjustable strikers. F. Heavy-gauge welded steel frame construction with smooth galvaneal floor. G. Possible contact edges are folded for safety. H. Door header drip rail at top for maximum weather protection. I. Neoprene or rolled fenders on wheel fender panels. J. Steel treated for improved primer bond and rust resistance. K. Automotive underseal applied to body. L. Automotive type non-porous door seals fastened to the door facing. M. 108 Inch Body Length N. 40 Inch Body Height (Standard) O. 94 Inch Body Width (Standard) P. 20 Inch Body Compartment Depth (Standard) R. 8 Inch Body crossmembers (Standard) S. No Treadplate On Compartment Tops T. 6 Inch tall wooden tailboard installed at the rear of body cargo area U. Stainless Steel Rotary Paddle Latch With Lock (Standard) V. Master Body Locking System (Standard) W. One (1) wheel chock holder installed in fender panel on each side of body. X. Gas Shock Type Rigid Door Holders For Vertical Doors (Standard) Y. Chains On Horizontal Doors Z. Hotstick shelf extending full length of body on curbside. AA. Drop-Down Hot Stick Door For One (1) Shelf (Right Side) AB. Two (2) Hot Stick Brackets AC. 1st Vertical streetside (LH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers AD. 1st Horizontal streetside (LH) - One (1) Fixed Shelf With Removable Dividers On 8 Inch Centers AE. Rear Vertical streetside (LH) - Six (6) Adjustable Locking Swivel Hooks AF. 1st Vertical curbside (RH) - Seven (7) Adjustable Locking Swivel Hooks, Louvered Panel Installed in Cargo Wall AG. 1st Horizontal curbside (RH) - Vacant AH. Rear Vertical curbside (RH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers AI. Lexan Rock Guards Installed In Front Of Body At The Bottom AJ. One (1) Small Bolt-On Grab Handle Installed At Rear Of Curbside Compartments AK. 38 Inch Tailshelf with Integrated Side Access Steps and Smooth Galvaneal Floor Installed at Rear of Body	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
<b><u>Body and Chassis Accessories</u></b>		
18.	ICC Underride Protection	1
19.	Combination 2 Ball (10,000 LB MGTW) And Pintle Hitch (16,000 LB MGTW)	1
20.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1
21.	Rear Torsion Bar Installed On Chassis	1
22.	Appropriate counterweight added for stability.	1
23.	Platform Rest, Rigid with Rubber Tube	1
24.	Boom Rest for a Telescopic Unit	1
25.	Mud Flaps With Altec Logo (Pair)	1
26.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1
27.	Slope Indicator Assembly For Machine Without Outriggers	1
28.	Safety Harness And 4.5' Lanyard (Fits Medium To Xlarge) Includes Pouch and Placards	1
29.	5 LB Fire Extinguisher With Light Duty Bracket, Installed (In Cab or Inside Compartment Only)	1
30.	Triangular Reflector Kit, Installed	1
31.	Vinyl manual pouch for storage of all operator and parts manuals	1
<b><u>Electrical Accessories</u></b>		
32.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1
33.	Altec Standard Amber LED Strobe Light With Brush Guard Post Mounted On Streetside Front Compartment Top	1
34.	Single tone back up alarm installed between the chassis frame rails at the rear of the chassis. To work in conjunction with chassis reverse drive system	1
35.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
36.	Ford Upfitter Switches (Supplied With Chassis)	1
37.	Start/Stop/Throttle Module, 12 Volt System	1
38.	Install secondary stowage system.	1
39.	PTO Indicator Light Installed In Cab	1

Finishing Details

40.	Powder Coat Unit Altec White	1
41.	Finish Paint Body Accessories Above Body Floor Altec White	1
42.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1
43.	Apply Non-Skid Coating to all walking surfaces	1
44.	English Safety And Instructional Decals	1
45.	Vehicle Height Placard - Installed In Cab	1
46.	Placard, HVI-22 Hydraulic Oil	1
47.	Dielectric test unit according to ANSI requirements.	1
48.	Stability test unit according to ANSI requirements.	1
49.	Focus Factory Build	1
50.	Delivery Of Completed Unit	1
51.	Inbound Freight	1
52.	Altec Stock/Global Spec, AT37G, Ford F550 4x4, Diesel, 60CA, TB	1
53.	Stock Unit	1

Chassis

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>
54.	Altec Supplied Chassis	1
55.	Altec Stock Chassis	1
	A. 2017 Model Year	
	B. Ford F550	
	C. Chassis Color - White	
	D. Class V (16,001-19,500 LBS)	
	E. Regular Cab	
	F. 4x4	
	G. 60 Clear CA (Round To Next Whole Number)	
	H. 145 Wheelbase	
	I. 18,000 LBS GVWR	
	J. 7,000 LBs Front Axle Rating	
	K. 13,660 LBs Rear Axle Rating	
	L. Ford 6.7L Power Stroke Diesel	
	M. Ford 6R140 6-Speed Automatic Transmission (w/PTO Provision)	
	N. Ford E/F250-550 Single Horizontal Right Side Exhaust	
	O. 98R - Operator Commanded Regeneration (OCR)	
	P. 50-State Emissions	
	Q. Clean Idle Certification	
	R. No Idle Engine Shut-Down Required	
	S. Hydraulic Brakes	
	T. Park Brake In Rear Wheels	
	U. Ford 40 Gallon Fuel Tank (Rear)	
	V. Ford 7.2 Gallon DEF Tank (Mid Mount)	
	W. Cruise Control	
	X. Block Heater	
	Y. Snow Plow Package	

### Pricing

56.	Stock Unit - delivered Non Skid Compartment Tops Compartment Lighting Single Hand Drawer Kit In Rear Vertical CS Strobe Beacon CS Behind Cab 7 Way RV Type ILO 6 Way	1	\$96,229
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Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty

**Altec Industries, Inc.**

BY

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Martin Guandique

**Notes:**

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

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PURCHASE OF VACUUM AIR STREET SWEEPER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of one (1) 2018 Ravo 5i Series Street Sweeper from RED Equipment Company, 5206 E. 9<sup>th</sup> St., Kansas City, Missouri for an amount not to exceed \$225,760.00.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval

**BACKGROUND**

The Public Works Department requested this street sweeper purchase to replace the 2009 Allianz Mechanical Sweeper. City Council authorized the advertisement of bids on January 16, 2018. Bids were opened on February 9, 2018 the results of the bid opening are listed below:

			# of items <b>not</b> meeting specs.
RED Equipment	2018 Ravo Series 5i	\$225,760.00	0
Truck Equipment #1	2018 Johnston VT651-D	\$241,600.00	18
Truck Equipment #2	2018 Johnston VT651-D	\$236,600.00	18
Elliot Company #1	2018 Schwarze M2/A7	\$215,295.00	15
Elliot Company #2	2018 Schwarze NR254/A4	\$156,913.00	16

Staff is recommending the purchase of the 2018 Ravo Series 5i. The Series 5i meets all specifications and has several options that set it apart from the other models. The 2018 Schwarze NR254/A4 was the low bid, but did not meet 16 major specifications and is not a true vacuum air style sweeper as identified in the bid request.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) 2018 RAVO 5I SERIES STREET SWEEPER FROM RED EQUIPMENT COMPANY, KANSS CITY, MISSOURI IN AN AMOUNT NOT TO EXCEED \$225,760.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a street sweeper is necessary; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize the purchase of one (1) 2018 Ravo 5i Series Street Sweeper from RED Equipment Company, Kansas City, Missouri in an amount not to exceed \$225,760.00.

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

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

		<u>Bid #1</u>	<u>Bid #2</u>	<u>Bid #3</u>	<u>Bid #4</u>	<u>Bid #5</u>
		RED Equipment Company	Truck Equipment Company #1	Truck Equipment Company #2	Elliot Equipment Company #1	Elliot Equipment Company #2
<b>TABULATION OF BIDS ON: ONE (1) Vacuum Air Street Sweeper</b>						
Date of Opening:	February 9, 2018 at 10:00 a.m.					
Division: Streets	As Read by: John Kottmann, City Engineer					
Quantity	DESCRIPTION	UNIT PRICE BID	UNIT PRICE BID	UNIT PRICE BID	UNIT PRICE BID	UNIT PRICE BID
	<u>One (1) Vacuum Air Street Sweeper per equipment specifications</u>	\$225,760.00	\$241,600.00	\$236,600.00	\$215,295.00	\$156,913.00
1 each	Model Year	2018	2018	2018	2018	2018
	Make	Ravo	Johnston	Johnston	Schwarze	Schwarze
	Model	5i Series	VT651-D	VT651-D	M2/A7	NR254/A4
1 each	2 Year Warranty covering 100% parts and labor	Yes	No	Yes	No	Yes
						No
						Yes
						No

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

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

**SYNOPSIS**

A resolution has been prepared to approve a Marketing Agreement between City of La Vista (“City”) and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“Company”).

**FISCAL IMPACT**

The City of La Vista will receive a license fee of \$0.50 per Product for each month that a Product is in force for a Residential Property Owner, aggregated and paid annually

**RECOMMENDATION**

Approval

**BACKGROUND**

The proposed marketing agreement is a follow up to discussions held during the October 3, 2017 and November 21, 2017 City Council meetings.

The National League of Cities partnered with Utility Service Partners to create a sewer and water line warranty program for residents. This program was created to help residents save money and ease frustration over utility line failures. The City of Papillion has been involved with this program for several years and reports no issues with the program. The attached Marketing Agreement grants a license to the Company allowing them to use the City’s name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners. The Company shall have the right to conduct up to three campaigns per year as agreed by Company and the City Administrator or her designee.

The term of this Agreement shall be for three (3) years; the Agreement will automatically renew for additional one (1) year terms. The City does not have any responsibility for maintenance, replacement or repair of lateral sewer or water lines.

The City Attorney has reviewed the agreement.

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

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

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

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

WHEREAS, The City of La Vista will receive a license fee of \$0.50 per Product for each month that a Product is in force for a Residential Property Owner, aggregated and paid annually; and

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

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

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

## MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of [ \_\_\_\_\_  
20 1 ("Effective Date"), by and between the City of La Vista, Nebraska ("City"), and Utility  
Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("Company"),  
herein collectively referred to singularly as "Party" and collectively as the "Parties".

### **RECITALS:**

**WHEREAS**, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("Residential Property Owner") and with respect to which the City does not have any responsibility for maintenance, replacement or repair; and

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

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

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

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

**2.Grant of License.** City hereby grants to Company a non-exclusive license ("License") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City Administrator's, or her designee's, prior review and approval, including without limitation, approval of content. City agrees to review the marketing materials within 30 days of receipt.. City agrees that it will not extend a similar license to any competitor of Company during the Term and any Renewal Term of this Agreement.

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



is not cured during said thirty (30) day period. Company will be permitted to complete any approved marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate. Notwithstanding anything in this Agreement to the contrary, City shall have the right to terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to Company.

**4. Consideration.**

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

**5. Indemnification.** Company hereby agrees to defend, protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "Indemnitee") harmless from and against any and all third party liabilities, claims, costs, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "Claim"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Company, or any negligent or fraudulent act or omission of the Company or its officers, directors, employees, contractors, subcontractors, agents, or assigns in the performance of this Agreement or services under the Products; provided that the applicable Indemnitee notifies Company of any such Claim within 10 days after determining that the Claim is subject to indemnification pursuant to this paragraph, or within a reasonable time thereafter that does not prejudice the ability of Company to defend against such Claim. Any Indemnitee hereunder may retain separate legal counsel to participate in its, his, or her own defense, but will be responsible for all additional costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

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

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

**To:** Company:

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

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

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

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

**10. Choice of Law.** The governing law shall be the laws of the State of Nebraska. In the event that at any time during the Term or any Renewal Term, or at any other time, either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, such action or proceeding shall be filed in the District Court of Sarpy County, Nebraska. The parties agree that the District Court of Sarpy County, Nebraska shall have subject matter and personal jurisdiction, and that venue in such court shall be proper. The parties shall not challenge or contest the applicability of such laws, jurisdiction, or venue described in this section 10.

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

[Signature Page Follows]

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

**CITY OF LA VISTA**

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Name: Douglas Kindig

Title: Mayor

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

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Name: Tom Rusin

Title: Chief Executive Officer

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

I. Initial Term. Three years

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

- a. City logo on letterhead, advertising, billing, and marketing materials

III. Products.

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

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

IV. Scope of Coverage.

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

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

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

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CHANGE ORDER No. 3 PHASE 1 GRADING-GOLF COURSE TRANSFORMATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared to approve a change order to the contract with Blade Masters Grounds Mntc, Inc. of Bennington, Nebraska to provide for additions of work to the contract in an amount not to exceed \$133,419.

**FISCAL IMPACT**

The FY17/18 Biennial Budget provides funding in the Capital Improvement Program for this project. The contract price will increase from \$1,157,691.52 to \$1,291,110.52

**RECOMMENDATION**

Approval

**BACKGROUND**

The original contract called for hauled off excavation material to go to the contractor's designated site and the school site. There was an opportunity to give the contractor the option of hauling excess material to the area near 120<sup>th</sup> and Giles and this change order reflects that option. Additionally, weather delays caused grading activity to continue late into the fall which impacted the timing of seeding and the ability of the contractor to provide proper erosion control on the site. These changes to the temporary and permanent seeding efforts are also included in this change order.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH BLADE MASTERS GROUNDS MNTC, INC., BENNINGTON, NEBRASKA, TO PROVIDE FOR ADDITIONS OF WORK TO THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$133,419..

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

WHEREAS, the FY17/18 Biennial Budget provides funding for the project. The contract price will increase from \$1,157,691.52 to 1,291,110.52 for an increased amount of \$133,419.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for a change order to the contract with Blade Masters Grounds Mntc, Inc., Bennington, Nebraska, to provide for additions of work to the contract in an amount not to exceed \$133,419.

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

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

Change Order No. 3

DATE: February 19, 2018

PROJECT: La Vista Golf Course Transformation Phase 1 Grading

TD2 File NO.: 171-417

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

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

CONTRACT DATE: March 31, 2017

DESCRIPTION OF CHANGES:

REDUCTIONS:

Item	Description	Quantity	Unit	Unit Price	Amount
9	Lake Excavation with Haul Off to Contractor's Designated Site	26,000	C.Y.	\$ 8.33	\$ 216,580.00
29	Seeding and Fertilizer with Erosion Control Fabric	31,200*	S.Y.	\$ 1.55	\$ 48,360.00
30	Seeding and Fertilizer with Mulch	13	AC	\$ 2,700.00	\$ 35,100.00
*Quantity deducted from 36,200 S.Y.					TOTAL REDUCTIONS = \$ 300,040.00

ADDITIONS:

Item	Description	Quantity	Unit	Unit Price	Amount
3.1	Lake Excavation with Haul Off to Designated Site at 120 <sup>th</sup> and Giles Road	28,300	C.Y.	\$ 8.33	\$ 235,739.00
3.2	Original Lake Sediment Removal	15,000	C.Y.	\$ 9.33	\$ 139,950.00
3.3	Temporary Seeding	14	A.C.	\$ 685.00	\$ 9,590.00
3.4	Permanent Seeding with Hydro-Mulch, Tacking Agent and Super Turf1 Seed	20	A.C.	\$ 2,409.00	\$ 48,180.00
TOTAL ADDITIONS =					\$ 433,459.00
NET CHANGE IN CONTRACT PRICE =					\$ 133,419.00
CHANGE ORDER NO.1 AND 2 CONTRACT PRICE =					\$ 1,157,691.52
REVISED CONTRACT PRICE=					\$ 1,291,110.52

The contract time shall hereby be revised to reflect a lake excavation completion date of February 1, 2018.

Reason for Changes:

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

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

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

THE CITY OF LA VISTA, NEBRASKA

BLADE MASTERS GROUNDS MNTC, INC.

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MAYOR

BY

TITLE

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CLERK

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Attest