

LA VISTA CITY COUNCIL MEETING AGENDA

March 20, 2018

7:00 P.M.

Harold "Andy" Anderson Council Chamber

La Vista City Hall

8116 Park View Blvd.

- Call to Order
- Pledge of Allegiance
- Announcement of Location of Posted Open Meetings Act

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

A. CONSENT AGENDA

1. Approval of the Agenda as Presented
2. Approval of the Minutes of the March 6, 2018 City Council Meeting
3. Monthly Financial Report – January 2018
4. Request for Payment – Thompson, Dreessen & Dorner – Professional Services – Thompson Creek Phase 1 - \$1,372.50
5. Request for Payment – Thompson, Dreessen & Dorner – Professional Services – Thompson Creek Phase 1 - \$58.35
6. Request for Payment – Thompson, Dreessen & Dorner – Professional Services – Giles Road Widening Property Rights - \$600.00
7. Request for Payment – Thompson, Dreessen & Dorner – Professional Services – La Vista Phase 1 Golf Course Transformation – Proposed Lake Improvements - \$6,959.79
8. Request for Payment – Design Workshop, Inc. – Professional Services – 84th - \$30,959.80 Streetscape Plan
9. Approval of Claims

- Reports from City Administrator and Department Heads

B. City Acquisition of Real Property – Part of Lot 16, La Vista City Centre

1. Public Hearing
2. Resolution – City Acquisition of Real Property

C. Ordinance - Property Vacation – Part of Cottonwood Avenue Right-of-Way

D. Resolution – Approval of Replat of Lots 16-17, La Vista City Centre

E. Resolution - Party Wall and Easement Agreement – Lot 15, La Vista City Centre and Lots 1 and 2, La Vista City Centre Replat 2

F. Resolution – Authorize Interlocal Agreement – Storm Sewer Repair Work – 108th & Chandler

G. Resolution – Award Contract – Concession Stand Operations

H. Resolution – Authorize Purchase – Skid-Steer Loader

- Comments from the Floor
- Comments from Mayor and Council
- Adjournment

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

MINUTE RECORD

A-2

No. 729 - REEVELD & COMPANY, INC. DRAWN E1310556LD

LA VISTA CITY COUNCIL MEETING March 6, 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 March 6, 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 Captain Kinsey, Public Works Director Soucie, City Engineer Kottmann, Director of Administrative Services Pokorny, Finance Director Miserez, Community Development Director Birch, Human Resources Director Czarnick, Assistant Library Director Norton, and Recreation Director Stopak.

A notice of the meeting was given in advance thereof by publication in the Times on February 21, 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 – AARON DAVIS - 5 YEARS

Mayor Kindig recognized Aaron Davis for 5 Years of Service to the City of La Vista.

PRESENTATION – 84TH STREET REDEVELOPMENT UPDATE

Chris Erickson with City Ventures gave an update on all of the phases of the 84th Street Redevelopment project.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE FEBRUARY 20, 2018 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE FEBRUARY 24, 2018 CITY COUNCIL WORK SESSION
4. MONTHLY FINANCIAL REPORT – DECEMBER 2017
5. REQUEST FOR PAYMENT – TERRAMETRIX – PROFESSIONAL SERVICES – CIVIC CENTER PARK - \$13,140.00
6. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – LA VISTA CITY CENTRE PARKING FACILITY - \$3,740.00
7. REQUEST FOR PAYMENT – HDR ENGINEERING INC. – PROFESSIONAL SERVICES – PUBLIC IMPROVEMENTS AND OTHER WORKS - \$28,344.26
8. REQUEST FOR PAYMENT – DESIGN WORKSHOP, INC. – PROFESSIONAL SERVICES – 84TH STREETScape PLAN - \$47,391.19
9. REQUEST FOR PAYMENT – OLSSON ASSOCIATES – PROFESSIONAL SERVICES – LA VISTA CITY CENTRE PHASE 1, PUBLIC INFRASTRUCTURE - \$29,012.28
10. REQUEST FOR PAYMENT – OLSSON ASSOCIATES – PROFESSIONAL SERVICES – LA VISTA 84TH STREET REDEVELOPMENT SITE PREPARATION - \$1,239.50
11. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – CITY PARKING DISTRICT ACCESS IMPROVEMENTS – DRAINAGE - \$15,607.17
12. REQUEST FOR PAYMENT – HAWKINS CONSTRUCTION CO. – CONSTRUCTION SERVICES – LA VISTA CITY CENTRE PARKING FACILITY STRUCTURE 1 - \$23,712.30
13. REQUEST FOR PAYMENT – RDG PLANNING DESIGN – PROFESSIONAL SERVICES – LA VISTA CIVIC CENTER PARK PHASE I - \$22,223.02
14. APPROVAL OF CLAIMS

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

ACTION BATTERIES, maint.	\$86.04
APRIL GRAUMANN, refund	\$95.00
BIG RIG TRUCK ACCESSORIES, maint.	\$338.00
BISHOP BUSINESS EQUIPMENT, services	\$409.54
BLACK HILLS ENERGY, utilities	\$7,346.86
BLUE CROSS BLUE SHIELD OF NEBR, services	\$203,100.00
CAVLOVIC, PAT, apparel	\$150.00
CENTER POINT PUBLISHING, books	\$592.02
CENTURY LINK, phones	\$329.56
CENTURY LINK BUSN SVCS, phones	\$84.77
CITY OF OMAHA, services	\$180,619.61
CITY OF PAPIILLION, services	\$10,822.82
CORNHUSKER INTL TRUCKS INC, maint.	\$266.01
COX COMMUNICATIONS, services	\$115.91
DEMCO INC, supplies	\$232.53
DESIGN WORKSHOP INC, services	\$38,237.22
DHHS REG/LIC-POOL PERMIT, services	\$200.00
DOUGLAS COUNTY SHERIFF'S OFC, services	\$262.50
DULTMEIER SALES & SERVICE, maint.	\$48.95
ED ROEHR SAFETY PRODUCTS CO. services	\$1,416.12
EMBASSY SUITES HOTEL, services	\$5,445.00
FILTER CARE, maint.	\$8.90
FITZGERALD SCHORR BARMETTLER, services	\$35,881.20
GALE, books	\$353.50
GRAINGER, supplies	\$33.76
HOME DEPOT, bld&grnds	\$169.00
HSMC ORIZON LLC, services	\$8,212.34
INGRAM LIBRARY SERVICES, books	\$1,465.09
IOWA PRISON INDUSTRIES, supplies	\$85.05
IPMA, services	\$397.00
KRIHA FLUID POWER CO, maint.	\$179.91
KUBOTA OF OMAHA, maint.	\$571.84
LV COMM FOUNDATION, payroll	\$60.00
LEAGUE OF NE MUNICIPALITIES, services	\$375.00
LIBRA INDUSTRIES INC, maint.	\$319.85
MARK A KLINKER, services	\$200.00
MATHESON TRI-GAS INC, maint.	\$250.55
MAX I WALKER, services	\$653.66
MENARDS-RALSTON, bld&grnds	\$207.09
METRO COMM COLLEGE, services	\$14,279.41
MUD, utilities	\$2,181.04
MID CON SYSTEMS INC, maint.	\$171.79
MID-AMERICAN BENEFITS INC, services	\$1,235.00
MIDLANDS LIGHTING & ELECTRIC, bld&grnds	\$177.25
MIDWEST TAPE, media	\$484.20
MNJ TECHNOLOGIES DIRECT INC, services	\$780.00
MSC INDUSTRIAL SUPPLY CO, maint.	\$138.49
MUNICIPAL PIPE TOOL CO, maint.	\$1,732.72
MUNICIPAL SUPPLY & SIGN CO, supplies	\$215.00
NCMA-NEBR CITY MGRS-MEMBERSHIP, services	\$100.00
NE DEPT OF TRANSPORTATION, services	\$395,000.00
NEW YORK TIMES, services	\$533.00
NUTS AND BOLTS INC, maint.	\$47.72
OCLC INC, media	\$299.54
OFFICE DEPOT INC, supplies	\$72.35
O'KEEFE ELEVATOR CO, services	\$2,126.34
OLD NEWS, services	\$17.00
OPPD, utilities	\$869.14
PASTOR C PANTALEON JR, services	\$150.00

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PAYLESS OFFICE PRODUCTS, supplies	\$167.94
PETTY CASH-PAM BUETHE, supplies	\$100.00
PLAINS EQUIPMENT GROUP, maint.	\$261.37
RAINBOW GLASS & SUPPLY, maint.	\$169.00
RECORDED BOOKS, LLC, media	\$2,103.46
REGAL AWARDS OF DISTINCTION, services	\$160.65
ROWMAN & LITTLEFIELD PUBLISHING CO, books	\$46.05
SAPP BROS PETROLEUM INC, services	\$770.00
SARPY COUNTY COURTHOUSE, services	\$4,100.03
SCHEMMER ASSOC INCm services	\$2,000.00
SCHOLASTIC LIBRARY PUBLISHING, books	\$224.90
SIGN IT, services	\$15.00
SIMPLEX GRINNELL LP, bld&grnds	\$758.76
SOUTHERN UNIFORM & EQUIPMENT, apparel	\$292.85
STEVENS REAL ESTATE, services	\$2,500.00
SUBURBAN NEWSPAPERS INC, services	\$86.00
TEAM SIDELINE, services	\$599.00
TED'S MOWER SALES, maint.	\$187.00
THOMPSON DREESSEN & DORNER, services	\$7,973.36
TRACTOR SUPPLY, bld&grnds	\$31.96
TRANQUILITY REALTY LLC, services	\$262.50
UNITE PRIVATE NETWORKS LLC, services	\$3,850.00
USI EDUCATION/GOVT SALES, supplies	\$67.55
VAL VERDE ANIMAL HOSPITAL INC, services	\$22.68
VERIZON WIRELESS, phones	\$139.31
WAL-MART, supplies	\$2,506.78
WESTLAKE HARDWARE, bld&grnds	\$692.52
WICK'S STERLING TRUCKS INC, maint.	\$157.58

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Assistant Library Director Norton announced the ribbon cutting ceremony for the Think, Make, Create trailer will be held at the La Vista Library March 7 at 10:00 a.m..

Community Development Director Birch stated that there have been four complaint driven notices sent in regards to the Neglected Building Registration Ordinance. The fee structure for this ordinance was discussed.

Public Works Director Soucie announced that Public Works employee Randy Seffron was honored by the City of Papillion as the Police Department Citizen of the Year in a recent ceremony.

B. ONE AND SIX YEAR STREET IMPROVEMENT PLAN

1. PUBLIC HEARING

At 7:28 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the One and Six Year Street Improvement Plan. Assistant Director of Public Works Calentine discussed some of the street projects that were completed in 2017 and are upcoming in 2018 and 2019.

At 7:36 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

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No. 729 — REEVELD & COMPANY, INC. OMAHA, NE 68105-5810

2. RESOLUTION – APPROVE ONE AND SIX YEAR STREET IMPROVEMENT PLAN

Councilmember Thomas introduced and moved for the adoption of Resolution No. 18-022 entitled: 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.

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

C. ACQUISITION OF DEMOLITION AND SITE PREPARATION RIGHTS – FIRST NATIONAL BANK, LOT 11, LA VISTA CITY CENTRE, 84TH STREET REDEVELOPMENT AREA

1. PUBLIC HEARING

At 7:37 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Acquisition of Demolition and Site Preparation Rights – First National Bank, Lot 11, La Vista City Centre, 84th Street Redevelopment Area.

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

2. RESOLUTION – APPROVE AGREEMENT FOR ACQUISITION OF DEMOLITION AND SITE PREPARATION RIGHTS

Councilmember Thomas introduced and moved for the adoption of Resolution No. 18-023 entitled: 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

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No. 729 — REDEVELOPMENT & COMPANY, INC. OMAHA E1310506LD

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.

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 – APPROVE AGREEMENT FOR ACQUISITION OF DEMOLITION AND SITE PREPARATION RIGHTS – FIRST NATIONAL BANK, LOT 11, LA VISTA CITY CENTRE, 84TH STREET REDEVELOPMENT AREA (ACTION ON THIS ITEM WILL BE TAKEN BY THE LA VISTA COMMUNITY DEVELOPMENT AGENCY)

Councilmember Frederick introduced and moved for the adoption of Resolution No.18-024 entitled: 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 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

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NO. 729 — REDELD & COMPANY, INC OMAHA E1310556LD

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 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 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.

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

E. RESOLUTION – OPPD TRANSMISSION LINE PERMANENT RELOCATION AGREEMENT

Councilmember Sell introduced and moved for the adoption of Resolution No.18-025 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH OMAHA PUBLIC POWER DISTRICT (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 is necessary; and

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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 secure 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.

Seconded by Councilmember Quick. OPPD gave an update on the project. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

F. RESOLUTION - AUTHORIZE PURCHASE - BOOM TRUCK

Councilmember Sell introduced and moved for the adoption of Resolution No.18-026 entitled: 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

Seconded by Councilmember Hale. Assistant Director of Public Works Calentine introduced members of the Capital Purchasing Committee. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

G. RESOLUTION - AUTHORIZE PURCHASE - VACUUM AIR STREET SWEEPER

Councilmember Quick introduced and moved for the adoption of Resolution No.18-027 entitled: 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, KANSAS 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

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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.

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

H. RESOLUTION – SERVICE LINE WARRANTY PROGRAM - MARKETING AGREEMENT

Councilmember Sell introduced and moved for the adoption of Resolution No.18-028 entitled: 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.

Seconded by Councilmember Frederick. Discussion was held regarding use of the City logo on the letterhead. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Hale and Sell. Nays: Crawford and Quick. Abstain: None. Absent: None. Motion carried.

I. RESOLUTION – CHANGE ORDER NO. 3 – PHASE 1 GRADING – GOLF COURSE TRANSFORMATION

Councilmember Thomas introduced and moved for the adoption of Resolution No.18-029 entitled: 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 \$133,419.00.

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 \$133,419.00.

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

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additions of work to the contract in an amount not to exceed \$133,419.00.

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

Councilmember Crawford made a motion to move Comments from the Floor ahead of Item J. 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.

J. EXECUTIVE SESSION – CONTRACT NEGOTIATIONS; LAND ACQUISITION; LITIGATION

At 8:04 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 8:38 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig mentioned to Council that they will receive a packet with the dates for the City Administrator's evaluation process.

At 8:39 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 20TH DAY OF MARCH, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the four months ending January 31, 2018
33% of the Fiscal Year 2018

Preliminary

	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
REVENUES					
General Fund	\$ 16,914,117	\$ 837,576	\$ 3,037,603	\$ (13,876,514)	18%
Sewer Fund	4,243,469	298,015	1,252,933	(2,990,536)	30%
Debt Service Fund	5,496,931	152,667	800,686	(4,696,245)	15%
Lottery Fund	1,395,461	98,139	397,752	(997,709)	29%
Economic Development Fund	30,060	-	296,643	266,583	987%
Off Street Parking Fund	514	-	-	(514)	0%
Redevelopment Fund	2,531,484	3	466,818	(2,064,666)	18%
Police Academy	80,012	-	80,000	(12)	100%
Total Revenues	30,692,048	1,386,400	6,332,436	(24,359,612)	21%
EXPENDITURES					
General Fund	17,633,989	1,207,096	5,202,584	(12,431,405)	30%
Sewer Fund	3,644,947	62,227	529,560	(3,115,387)	15%
Debt Service Fund	4,481,471	73,443	1,825,833	(2,655,638)	41%
Lottery Fund	692,994	43,750	174,904	(518,090)	25%
Economic Development Fund	16,425,000	500	1,401,453	(15,023,547)	9%
Off Street Parking Fund	585,523	1,234	516,110	(69,413)	88%
Redevelopment Fund	1,025,825	76,456	11,763,847	10,738,022	
Police Academy	91,728	6,507	19,638	(72,090)	21%
Total Expenditures	44,581,477	1,471,212	21,433,929	(23,147,548)	48%
REVENUES NET OF EXPENDITURES					
General Fund	(719,872)	(369,520)	(2,164,982)	(1,445,110)	
Sewer Fund	598,522	235,788	723,374	124,852	
Debt Service Fund	1,015,460	79,225	(1,025,146)	(2,040,606)	
Lottery Fund	702,467	54,389	222,848	(479,619)	
Economic Development Fund	(16,394,940)	(500)	(1,104,810)	15,290,130	
Off Street Parking Fund	(585,009)	(1,234)	(516,110)	68,899	
Redevelopment Fund	1,505,659	(76,453)	(11,297,029)	(12,802,688)	
Police Academy	(11,716)	(6,507)	60,362	72,078	
Revenues Net of Expenditures	(13,889,429)	(84,812)	(15,101,493)	(1,212,064)	
	-	(0)	-	(0)	
Capital Improvement Program Fund					
REVENUES	117	-	-	(117)	0%
EXPENDITURES	28,044,751	216,877	2,402,216	(25,642,535)	9%
REVENUES NET OF EXPENDITURES	(28,044,634)	(216,877)	(2,402,216)	25,642,418	
TRANSFERS IN & BOND PROCEEDS	28,044,751	-	1,931,649	(26,113,102)	7%
Net Activity	117	(216,877)	(470,567)	(470,684)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the four months ending January 31, 2018
33% of the Fiscal Year 2018

Preliminary

	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<u>TRANSFERS IN & BOND PROCEEDS</u>					
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	-	1,931,649	(26,113,102)	7%
Lottery Fund	-	-	-	-	-
Economic Development Fund	600,000	-	600,000	-	100%
Off Street Parking Fund	590,000	-	526,191	(63,809)	89%
Redevelopment Fund	19,857,507	-	18,896,166	(961,341)	95%
Police Academy	20,000	-	-	(20,000)	0%
Transfers In	49,205,883	-	21,991,891	(27,213,992)	45%
<u>TRANSFERS OUT</u>					
General Fund	(1,210,000)	-	(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)	-	(1,640,783)	20,216,724	8%
Police Academy	-	-	-	-	-
Transfers Out	(29,348,376)	-	(3,095,725)	26,252,651	11%
<u>NET TRANSFERS & BOND PROCEEDS</u>					
General Fund	(1,116,375)	-	(1,091,449)	24,926	98%
Sewer Fund	(380,000)	-	3,143	383,143	-
Debt Service Fund	(5,528,600)	-	(290,741)	5,237,859	5%
Capital Improvement Program Fund	28,044,751	-	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	-	526,191	(63,809)	89%
Redevelopment Fund	(2,000,000)	-	17,255,383	19,255,383	-
Police Academy	20,000	-	-	(20,000)	0%
Bond Proceeds	19,857,507	-	18,896,166	(961,341)	95%
<u>NET FUND ACTIVITY</u>					
General Fund	(1,836,247)	(369,520)	(3,256,431)	(1,420,184)	-
Sewer Fund	218,522	235,788	726,517	507,995	-
Debt Service Fund	(4,513,140)	79,225	(1,315,887)	3,197,253	-
Capital Improvement Program Fund	117	(216,877)	(470,567)	(470,684)	-
Lottery Fund	330,198	54,389	184,839	(145,359)	-
Economic Development Fund	(15,794,940)	(500)	(504,810)	15,290,130	-
Off Street Parking Fund	4,991	(1,234)	10,081	5,090	-
Redevelopment Fund	(494,341)	(76,453)	5,958,354	6,452,695	-
Police Academy	8,284	(6,507)	60,362	52,078	-
Net Activity	\$ (22,076,556)	\$ (301,689)	\$ 1,392,457	\$ 23,469,013	-

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the four months ending January 31, 2018
33% 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>
<u>REVENUES</u>					
Property Taxes	\$ 6,593,220	\$ 356,347	\$ 551,629	\$ (6,041,591)	8%
Sales and use taxes	5,028,839	-	917,938	(4,110,901)	18%
Payments in Lieu of taxes	275,000	-	-	(275,000)	0%
State revenue	1,720,423	154,766	584,619	(1,135,804)	34%
Occupation and franchise taxes	1,070,492	195,996	385,716	(684,776)	36%
Hotel Occupation Tax	997,500	57,055	282,954	(714,546)	28%
Licenses and permits	537,536	23,320	174,244	(363,292)	32%
Interest income	20,568	1,244	12,205	(8,363)	59%
Recreation fees	153,455	7,223	40,654	(112,802)	26%
Special Services	23,889	1,806	5,642	(18,247)	24%
Grant Income	256,759	15,763	26,075	(230,684)	10%
Other	236,436	24,056	55,926	(180,510)	24%
Total Revenues	16,914,117	837,576	3,037,603	(13,876,514)	18%
<u>EXPENDITURES</u>					
Current:					
Administrative Services	879,230	57,306	226,120	(653,110)	26%
Mayor and Council	234,444	11,833	73,734	(160,710)	31%
Boards & Commissions	10,133	113	1,190	(8,943)	12%
Public Buildings & Grounds	543,114	34,667	105,147	(437,967)	19%
Administration	785,352	64,279	237,445	(547,907)	30%
Police and Animal Control	4,801,966	386,881	1,612,459	(3,189,507)	34%
Fire	2,131,593	153,595	613,248	(1,518,345)	29%
Community Development	627,525	54,915	193,666	(433,859)	31%
Public Works	3,678,248	225,075	1,076,567	(2,601,681)	29%
Recreation	831,878	47,862	202,716	(629,162)	24%
Library	834,933	54,467	253,124	(581,809)	30%
Information Technology	244,423	23,169	90,582	(153,841)	37%
Human Resources	977,744	51,115	194,966	(782,778)	20%
Public Transportation	98,664	6,589	26,752	(71,912)	27%
Capital outlay	954,742	35,230	294,868	(659,874)	31%
Total Expenditures	17,633,989	1,207,096	5,202,584	(12,431,405)	30%
<u>REVENUES NET OF EXPENDITURES</u>	<u>(719,872)</u>	<u>(369,520)</u>	<u>(2,164,982)</u>	<u>(1,445,110)</u>	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in (Lottery)	93,625	-	34,742	(58,883)	37%
Operating transfers out (EDF, OSP, CIP)	(1,210,000)	-	(1,126,191)	83,809	93%
Bond/registered warrant proceeds	-	-	-	-	0%
Total other Financing Sources (Uses)	<u>(1,116,375)</u>	<u>-</u>	<u>(1,091,449)</u>	<u>24,926</u>	<u>98%</u>
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES					
	\$ (1,836,247)	\$ (369,520)	\$ (3,256,431)	\$ (1,420,184)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS
For the four months ending January 31, 2018
33% of the Fiscal Year 2018

<u>Preliminary</u>	<u>Sewer Fund</u>				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>(Under) Budget</u>	<u>% of Budget Used</u>
<u>REVENUES</u>					
User fees	\$ 4,023,015	\$ 277,559	1,192,098	\$ (2,830,917)	30%
Service charge and hook-up fees	206,806	20,326	53,447	(153,359)	26%
Grant Income	10,000	-	-	(10,000)	0%
Miscellaneous (MUD old SID refunds)	457	18	5,684	5,227	
Total Revenues	4,240,278	297,903	1,251,229	(2,989,049)	30%
<u>EXPENDITURES</u>					
General & Administrative	172,093	12,887	57,997	(114,096)	34%
Maintenance	3,355,372	46,264	448,247	(2,907,125)	13%
Storm Water Grant	56,002	-	2,318	(53,684)	4%
Capital Outlay	61,480	3,076	20,998	(40,482)	34%
Total Expenditures	3,644,947	62,227	529,560	(3,115,387)	15%
OPERATING INCOME (LOSS)	595,331	235,676	721,669	126,338	
NON-OPERATING REVENUE (EXPENSE)					
Interest income	3,191	112	1,704	(1,487)	53%
	<u>3,191</u>	<u>112</u>	<u>1,704</u>	<u>(1,487)</u>	<u>53%</u>
INCOME (LOSS) BEFORE OPERATING TRANSFERS	598,522	235,788	723,374	124,852	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (Lottery Events)	-	-	3,143	3,143	0%
Operating transfers out (CIP)	(380,000)	-	-	380,000	0%
Total other Financing Sources (Uses)	(380,000)	-	3,143	383,143	-1%
NET INCOME (LOSS)	\$ 218,522	\$ 235,788	\$ 726,517	\$ 507,995	

Note: City of Omaha billing (Maintenance Expense) in arrears for November, December, and January estimated at \$540,000. Adjusted (Under) Over Budget \$(32,005).
October includes Big Papio Creek Siphon maintenance expense of \$74,549.

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the four months ending January 31, 2018
33% 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>	
<u>REVENUES</u>					
Property Taxes	\$ 2,110,551	\$ 109,146	136,447	\$ (1,974,104)	6%
Sales and use taxes	2,514,420	-	458,969	(2,055,451)	18%
Payments in Lieu of taxes	-	-	-	-	0%
Interest income	10,117	34	9,479	(638)	94%
Other (Special Assessments; Fire Reimbursmt)	861,843	43,487	195,791	(666,052)	23%
Total Revenues	5,496,931	152,667	800,686	(4,696,245)	15%
<u>EXPENDITURES</u>					
Current:					
Administration	90,000	4,854	5,558	(84,442)	6%
Fire Contract Bond	300,056	24,107	96,428	(203,628)	32%
Debt service					
Principal	3,123,200	-	1,480,000	(1,643,200)	47%
Interest	968,215	44,481	243,847	(724,368)	25%
Total Expenditures	4,481,471	73,443	1,825,833	(2,655,638)	41%
<u>REVENUES NET OF EXPENDITURES</u>	<u>1,015,460</u>	<u>79,225</u>	<u>(1,025,146)</u>	<u>(2,040,606)</u>	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in (Lottery Bond)	-	-	-	-	0%
Operating transfers out (CIP)	(5,528,600)	-	(290,741)	5,237,859	5%
Bond/registered warrant proceeds	-	-	-	-	0%
Total other Financing Sources (Uses)	(5,528,600)	-	(290,741)	5,237,859	
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	\$ (4,513,140)	\$ 79,225	\$ (1,315,887)	\$ 3,197,253	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the four months ending January 31, 2018
33% 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>	
<u>REVENUES</u>					
Interest income	\$ 117	\$ -	\$ -	(117)	0%
Grant Income	-	-	-	-	0%
Interagency	-	-	-	-	0%
Total Revenues	117	-	-	(117)	0%
<u>EXPENDITURES</u>					
Current:					
Capital outlay	28,044,751	216,877	2,402,216	(25,642,535)	9%
Total Expenditures	28,044,751	216,877	2,402,216	(25,642,535)	9%
<u>REVENUES NET OF EXPENDITURES</u>	(28,044,634)	(216,877)	(2,402,216)	25,642,418	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	28,044,751	-	1,931,649	(26,113,102)	7%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	-	-	-	-	0%
Total other Financing Sources (Uses)	28,044,751	-	1,931,649	(26,113,102)	7%
<u>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</u>	\$ 117	\$ (216,877)	\$ (470,567)	\$ (470,684)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the four months ending January 31, 2018
33% of the Fiscal Year 2018

<u>Preliminary</u>	<u>Lottery Fund</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<u>REVENUES</u>					
Lottery Rev/Community Betterment	\$ 1,000,000	\$ 69,072	\$ 278,078	\$ (721,922)	28%
Lottery Tax Form 51	360,000	27,629	111,178	(248,822)	31%
Event Revenue	25,700	-	1,564	(24,136)	6%
Interest income	9,761	1,439	6,932	(2,829)	71%
Miscellaneous / Other	-	-	-	-	0%
Total Revenues	<u>1,395,461</u>	<u>98,139</u>	<u>397,752</u>	<u>(997,709)</u>	<u>29%</u>
<u>EXPENDITURES</u>					
Current:					
Professional Services	200,493	13,786	49,389	(151,104)	25%
Salute to Summer	30,498	2,076	2,076	(28,422)	7%
Community Events	9,349	-	7,891	(1,458)	84%
Events - Marketing	27,228	260	2,821	(24,407)	10%
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	27,629	111,178	(248,822)	31%
Other	-	-	-	-	0%
Capital outlay	-	-	-	-	0%
Total Expenditures	<u>692,994</u>	<u>43,750</u>	<u>174,904</u>	<u>(518,090)</u>	<u>25%</u>
<u>REVENUES NET OF EXPENDITURES</u>	<u>702,467</u>	<u>54,389</u>	<u>222,848</u>	<u>(479,619)</u>	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	-	-	-	-	
Operating transfers out	(372,269)	-	(38,009)	334,260	10%
Bond/registered warrant proceeds	-	-	-	-	
Total other Financing Sources (Uses)	<u>(372,269)</u>	<u>-</u>	<u>(38,009)</u>	<u>334,260</u>	<u>10%</u>
<u>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</u>					
	\$ 330,198	\$ 54,389	\$ 184,839	\$ (145,359)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the four months ending January 31, 2018
33% 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>
<u>REVENUES</u>					
JQH Payment	-	-	296,643	296,643	
Interest income	30,060	-	-	(30,060)	
Total Revenues	<u>30,060</u>	<u>-</u>	<u>296,643</u>	<u>266,583</u>	
<u>EXPENDITURES</u>					
Current:					
Community Development	-	-	-	-	0%
Professional Services	5,000	500	500	(4,500)	10%
Debt service: (Warrants)					0%
Principal	16,420,000	-	780,000	(15,640,000)	5%
Interest	-	-	620,953	620,953	0%
Total Expenditures	<u>16,425,000</u>	<u>500</u>	<u>1,401,453</u>	<u>(15,023,547)</u>	<u>9%</u>
<u>REVENUES NET OF EXPENDITURES</u>	<u>(16,394,940)</u>	<u>(500)</u>	<u>(1,104,810)</u>	<u>15,290,130</u>	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	600,000	-	600,000	-	100%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds					0%
Total other Financing Sources (Uses)	<u>600,000</u>	<u>-</u>	<u>600,000</u>	<u>-</u>	<u>100%</u>
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	<u>\$ (15,794,940)</u>	<u>\$ (500)</u>	<u>\$ (504,810)</u>	<u>\$ 15,290,130</u>	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the four months ending January 31, 2018
33% of the Fiscal Year 2018

<u>Preliminary</u>	<u>Off Street Parking</u>				
	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Over(under)</u>	<u>% of budget</u>
	<u>(12 month)</u>	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Used</u>
<u>REVENUES</u>					
Interest income	514	-	-	(514)	0%
Total Revenues	514	-	-	(514)	0%
<u>EXPENDITURES</u>					
Current:					
General & Administrative	20,518	958	4,408	(16,110)	21%
Professional Services		-	-		0%
Maintenance	19,890	275	1,795	(18,095)	9%
Debt service: (Warrants)					
Principal	470,000	-	470,000	-	100%
Interest	75,115	-	39,908	(35,208)	53%
Total Expenditures	585,523	1,234	516,110	(69,413)	88%
<u>REVENUES NET OF EXPENDITURES</u>	(585,009)	(1,234)	(516,110)	68,899	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	590,000	-	526,191	(63,809)	89%
Operating transfers out					0%
Bond/registered warrant proceeds		-	-	-	0%
Total other Financing Sources (Uses)	590,000	-	526,191	(63,809)	89%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES					
	\$ 4,991	\$ (1,234)	\$ 10,081	\$ 5,090	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the four months ending January 31, 2018
33% 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>
REVENUES					
Sales and use taxes	2,514,420	-	458,969	(2,055,451)	18%
Interest income	17,064	3	7,849	(9,215)	46%
Total Revenues	<u>2,531,484</u>	<u>3</u>	<u>466,818</u>	<u>(2,064,666)</u>	<u>18%</u>
EXPENDITURES					
Current:					
Community Development	-	-	-	-	0%
Professional Services	55,000	42,323	214,708	159,708	390%
Financial / Legal Fees	51,000	34,132	261,491	210,491	
Debt service: (Warrants)					
Principal	395,000	-	11,244,907	10,849,907	
Interest	524,825	-	42,741	(482,084)	8%
Total Expenditures	<u>1,025,825</u>	<u>76,456</u>	<u>11,763,847</u>	<u>10,738,022</u>	
REVENUES NET OF EXPENDITURES	<u>1,505,659</u>	<u>(76,453)</u>	<u>(11,297,029)</u>	<u>(12,802,688)</u>	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	-	-	-	-	0%
Operating transfers out	(21,857,507)	-	(1,640,783)	20,216,724	8%
Bond/registered warrant proceeds	19,857,507	-	18,896,166	(961,341)	95%
Total other Financing Sources (Uses)	<u>(2,000,000)</u>	<u>-</u>	<u>17,255,383</u>	<u>19,255,383</u>	
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES					
	\$ <u>(494,341)</u>	\$ <u>(76,453)</u>	\$ <u>5,958,354</u>	\$ <u>6,452,695</u>	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the four months ending January 31, 2018
33% 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>
<u>REVENUES</u>					
Other Income	80,000	-	80,000	-	100%
Interest income	12	-	-	(12)	0%
Total Revenues	<u>80,012</u>	<u>-</u>	<u>80,000</u>	<u>(12)</u>	<u>100%</u>
<u>EXPENDITURES</u>					
Current:					
Personnel Services	72,228	5,900	16,843	(55,385)	23%
Commodities	3,500	547	1,001	(2,499)	29%
Contract Services	11,000	60	604	(10,396)	5%
Other Charges	5,000	-	1,190	(3,810)	24%
Total Expenditures	<u>91,728</u>	<u>6,507</u>	<u>19,638</u>	<u>(72,090)</u>	<u>21%</u>
<u>REVENUES NET OF EXPENDITURES</u>	<u>(11,716)</u>	<u>(6,507)</u>	<u>60,362</u>	<u>72,078</u>	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	20,000			(20,000)	0%
Operating transfers out	-	-	-	-	0%
Total other Financing Sources (Uses)	<u>20,000</u>	<u>-</u>	<u>-</u>	<u>(20,000)</u>	
<u>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</u>					
	\$ 8,284	\$ (6,507)	\$ 60,362	\$ 52,078	

A-4



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

INVOICE

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

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

CITY OF LA VISTA
JOHN KOTTMANN
9900 PORTAL ROAD
LA VISTA, NE 68128

Invoice number 124950
Date 03/01/2018

Project 0171-408 THOMPSON CREEK PHASE 1

Professional Services from November 20, 2017 through February 18, 2018

P.O. #18-0080

Description	Current Billed
Surveying and Engineering Services-Annual Monitoring Report 2017	1,372.50
Total	1,372.50

Invoice total 1,372.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
124950	03/01/2018	1,372.50	1,372.50				
	Total	1,372.50	1,372.50	0.00	0.00	0.00	0.00

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

O.K. to pay
JMK 3-8-2018
02.43.0401

Consent Agenda 3/20/18 (76)

A-5



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

INVOICE

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

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

CITY OF LA VISTA
JOHN KOTTMANN
9900 PORTAL ROAD
LA VISTA, NE 68128

Invoice number 124951
Date 03/01/2018

Project 0171-408 THOMPSON CREEK PHASE 1

Professional Services from November 20, 2017 through February 18, 2018

P.O. #18-0080

Description	Current Billed
Task A-Project Start-up	0.00
Task B-Design Development	0.00
Task C-Construction Documentation	0.00
Task D-Phase 2 Grant Acquisition	0.00
Task E-Pre-Construction Monitoring	0.00
Construction Phase Services	58.35
<i>Erosion control monitoring and reporting services. Final Invoice for these services.</i>	
Additional Services - OPPD	0.00
Total	58.35

Invoice total 58.35

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
124951	03/01/2018	58.35	58.35				
	Total	58.35	58.35	0.00	0.00	0.00	0.00

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

O.K. to pay
JMK 3-6-2018
02.43.0401

Consent Agenda 3/20/18 (pb)

A-6



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

INVOICE

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

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

CITY OF LA VISTA
JOHN KOTTMANN
9900 PORTAL ROAD
LA VISTA, NE 68128

Invoice number 124992
Date 03/01/2018

Project 0171-420 GILES ROAD WIDENING
PROPERTY RIGHTS

Professional Services through February 25, 2018

PO #18-0080

Description	Current Billed
Engineering Services	600.00
<i>Prepare exhibit for Tax Lot 15.</i>	
Total	600.00

Invoice total 600.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
124992	03/01/2018	600.00	600.00				
	Total	600.00	600.00	0.00	0.00	0.00	0.00

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

OK. to pay
JMK 3-6-2018
05.71.0899.003

Consent Agenda 3/20/18 (pk)

A-7



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

INVOICE

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

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

CITY OF LA VISTA
JOHN KOTTMANN
9900 PORTAL ROAD
LA VISTA, NE 68128

Invoice number 124910
Date 02/23/2018

Project 0171-417 LA VISTA PHASE 1 GOLF
COURSE TRANSFORMATION -
PROPOSED LAKE IMPROVEMENTS

Professional Services from January 15, 2018 through February 11, 2018

PO #18-0080

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Construction Staking	20,000.00	19,888.55	111.45	0.00
Construction Administration	4,000.00	4,000.00	0.00	0.00
Construction Observation	5,000.00	3,818.65	1,181.35	0.00
Construction Testing/Geotechnical Observation	105,000.00	56,488.41	43,210.85	5,300.74
Erosion Control Monitoring and Reporting Services	7,500.00	5,960.00	1,068.45	471.55
Grading "As-Built" Drawings	3,500.00	3,358.75	141.25	0.00
Sanitary Sewer Relocation	15,000.00	0.00	13,812.50	1,187.50
3D Visualization	3,500.00	3,500.00	0.00	0.00
Additional Design Team Meeting Attendance	2,000.00	1,986.65	13.35	0.00
Construction Phase Progress Meeting Attendance	7,500.00	7,496.66	3.34	0.00
Total	173,000.00	106,497.67	59,542.54	6,959.79

Invoice total 6,959.79

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
124507	01/26/2018	7,973.36	7,973.36				
124910	02/23/2018	6,959.79	6,959.79				
Total		14,933.15	14,933.15	0.00	0.00	0.00	0.00

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

O.K. to pay
JMK 3-5-2018
05.71.0916.003

Consent Agenda 3/20/18 (JMK)

Design Workshop, Inc.
 Landscape Architecture
 Planning
 Urban Design

March 8, 2018
 Invoice No: 0058782

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

Current Invoice Total \$30,959.80

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

Professional Services from February 1, 2018 to February 28, 2018

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	100.00	73,130.00	73,130.00	0.00
		Total Fee				0.00
		Total this Task				0.00
Task	030	Conceptual Illustrative Plan				
Fee		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
		63,740.00	100.00	63,740.00	63,740.00	0.00
		Total Fee				0.00
		Total this Task				0.00
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	0058782
---------	-----------	-----------------------	---------	---------

Fee

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
55,245.00	97.75	54,001.99	24,490.11	29,511.88
Total Fee				29,511.88
Total this Task				\$29,511.88

Task 099 Reimbursable Expenses

Fee

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
33,250.00	52.1583	17,342.65	15,894.73	1,447.92
Total Fee				1,447.92
Total this Task				\$1,447.92

Total this Invoice \$30,959.80

Outstanding Invoices

Number	Date	Balance
0058328	1/2/2018	47,391.19
Total		47,391.19

Total Now Due \$78,350.99

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

consent agenda
APPROVED
AB 3-15-18
16-53-0903

Consent Agenda 3/20/18 (pk)

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)

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
126357	03/07/2018	DESIGN WORKSHOP INC	47,391.19	N
126358	03/07/2018	DLR GROUP	3,740.00	N
126359	03/07/2018	FEDEX	378.21	N
126360	03/07/2018	HAWKINS CONSTRUCTION COMPANY	23,712.30	N
126361	03/07/2018	HDR ENGINEERING INC	28,344.26	N
126362	03/07/2018	OLSSON ASSOCIATES	30,251.78	N
126363	03/07/2018	RDG PLANNING & DESIGN	22,223.02	N
126364	03/07/2018	SOUTHWIND PARTNERS, LLP	264.68	N
126365	03/07/2018	TERRAMETRIX	13,140.00	N
126366	03/07/2018	THOMPSON DRESSEN & DORNER	15,607.17	N
126367	03/07/2018	CROUCH RECREATION	35,147.00	N
2(S)	03/20/2018	GRAYBAR ELECTRIC COMPANY INC	0.00	N
126368	03/20/2018	AA WHEEL & TRUCK SUPPLY INC	156.32	N
126369	03/20/2018	ACTION BATTERIES UNLTD INC	74.03	N
126370	03/20/2018	AED ZONE	676.00	N
126371	03/20/2018	AFL, LLC	60,592.00	N
126372	03/20/2018	ALL FLAGS ETC	467.00	N
126373	03/20/2018	ARCMATE MANUFACTURING CORP	798.28	N
126374	03/20/2018	ARTHUR J GALLAGHER RISK	199,753.50	N
126375	03/20/2018	ASPHALT & CONCRETE MATERIALS	2,114.04	N
126376	03/20/2018	BARONE SECURITY SYSTEMS	120.00	N
126377	03/20/2018	BAXTER FORD 144TH & I-80	303.90	N
126378	03/20/2018	BLACK HILLS ENERGY	2,452.92	N
126379	03/20/2018	BOLD OFFICE SOLUTIONS	484.38	N
126380	03/20/2018	BORDER STATES INDUSTRIES	42.24	N
126381	03/20/2018	CARROT-TOP INDUSTRIES INC	2,726.93	N
126382	03/20/2018	CENTURY LINK	576.98	N
126383	03/20/2018	CENTURY LINK BUSN SVCS	124.10	N
126384	03/20/2018	CITY OF PAPILLION	175,777.00	N
126385	03/20/2018	CLASS C SOLUTIONS GROUP	588.05	N
126386	03/20/2018	COMP CHOICE INC	25.00	N
126387	03/20/2018	CORNHUSKER INTL TRUCKS INC	337.10	N
126388	03/20/2018	CORNHUSKER STATE INDUSTRIES	303.00	N
126389	03/20/2018	COX COMMUNICATIONS	277.40	N
126390	03/20/2018	CULLIGAN OF OMAHA	14.00	N
126391	03/20/2018	CUMMINS CENTRAL POWER LLC	221.97	N
126392	03/20/2018	DAIKIN APPLIED	478.60	N
126393	03/20/2018	DIGITAL ALLY INCORPORATED	190.00	N
126394	03/20/2018	EDGEWEAR SCREEN PRINTING	292.50	N
126395	03/20/2018	FBG SERVICE CORPORATION	5,965.00	N
126396	03/20/2018	FELSBURG HOLT & ULLEVIG	43.75	N
126397	03/20/2018	FERGUSON ENTERPRISES INC #226	1,348.41	N
126398	03/20/2018	FIRST NATIONAL BANK FREMONT	595,486.00	N
126399	03/20/2018	FOCUS PRINTING	3,002.93	N
126400	03/20/2018	GALE	164.93	N
126401	03/20/2018	GCR TIRES & SERVICE	387.88	N
126402	03/20/2018	GENERAL TRAFFIC CONTROLS INC	615.00	N
126403	03/20/2018	GENUINE PARTS COMPANY-OMAHA	915.37	N
126404	03/20/2018	GRAINGER	13.62	N
126405	03/20/2018	GREATAMERICA FINANCIAL SERVICES	805.00	N
126406	03/20/2018	GT DISTRIBUTORS INC - AUSTIN	1,636.00	N
126407	03/20/2018	HARTS AUTO SUPPLY	178.00	N
126408	03/20/2018	HEIMES CORPORATION	20.00	N
126409	03/20/2018	HOME DEPOT CREDIT SERVICES	598.00	N
126410	03/20/2018	HONG'S ALTERATION & DRY CLEANIN	209.00	N
126411	03/20/2018	HUNTEL COMMUNICATIONS, INC	155.00	N
126412	03/20/2018	INDUSTRIAL SALES COMPANY INC	150.00	N
126413	03/20/2018	KEVIN JONES	300.00	N
126414	03/20/2018	MARK A KLINKER	200.00	N
126415	03/20/2018	KRIHA FLUID POWER CO INC	5.54	N

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
126416	03/20/2018	MARCO INCORPORATED	134.80	N
126417	03/20/2018	MATHESON TRI-GAS INC	130.73	N
126418	03/20/2018	MAX I WALKER UNIFORM RENTAL	616.58	N
126419	03/20/2018	MENARDS-RALSTON	84.96	N
126420	03/20/2018	METROPOLITAN UTILITIES DIST.	151.67	N
126421	03/20/2018	MIDLANDS LIGHTING & ELECTRIC	315.00	N
126422	03/20/2018	MIDWEST TAPE	98.95	N
126423	03/20/2018	MNJ TECHNOLOGIES DIRECT INC	580.00	N
126424	03/20/2018	NATIONAL EVERYTHING WHOLESALE	1,000.36	N
126425	03/20/2018	NEBRASKA ARBORISTS ASSOCIATION	60.00	N
126426	03/20/2018	NEBRASKA SALT & GRAIN COMPANY	3,468.76	N
126427	03/20/2018	NEWMAN M RETZLAFF	132.45	N
126428	03/20/2018	O'REILLY AUTOMOTIVE STORES INC	256.32	N
126429	03/20/2018	OFFICE DEPOT INC	678.00	N
126430	03/20/2018	OMAHA PUBLIC POWER DISTRICT	48,076.18	N
126433	03/20/2018	OMAHA SLINGS INCORPORATED	76.33	N
126434	03/20/2018	OMAHA WORLD-HERALD	1,009.93	N
126435	03/20/2018	ONE CALL CONCEPTS INC	102.48	N
126436	03/20/2018	PAPER ROLL PRODUCTS	73.95	N
126437	03/20/2018	PAPILLION SANITATION	1,407.47	N
126438	03/20/2018	PARK YOUR PAWZ INC	42.80	N
126439	03/20/2018	PAYLESS OFFICE PRODUCTS INC	83.97	N
126440	03/20/2018	PETTY CASH-PAM BUETHE	400.00	N
126441	03/20/2018	PLAINS EQUIPMENT GROUP	671.22	N
126442	03/20/2018	RDG PLANNING & DESIGN	431.77	N
126443	03/20/2018	SAFETY GUARD INC	2,142.00	N
126444	03/20/2018	SARPY COUNTY FISCAL ADMINSTRN	12,439.75	N
126445	03/20/2018	SARPY COUNTY LANDFILL	120.00	N
126446	03/20/2018	SHERWIN-WILLIAMS	235.58	N
126447	03/20/2018	SIRIUS COMPUTER SOLUTIONS INC	3,850.00	N
126448	03/20/2018	SOUTHERN UNIFORM & EQUIPMENT	689.34	N
126449	03/20/2018	STATE OF NEBRASKA DEPT OF TRANSP	410.64	N
126450	03/20/2018	TRAIL PERFORMANCE COATING INC	240.00	N
126451	03/20/2018	TRANE U S INCORPORATED	25.38	N
126452	03/20/2018	TRANS UNION RISK AND	45.50	N
126453	03/20/2018	TURFWERKS	149.13	N
126454	03/20/2018	TY'S OUTDOOR POWER & SVC INC	213.71	N
126455	03/20/2018	U.S. CELLULAR	855.95	N
126456	03/20/2018	UNITE PRIVATE NETWORKS LLC	3,850.00	N
126457	03/20/2018	US AIR PURIFIERS LLC	2,080.00	N
126458	03/20/2018	USB USA LLC	326.00	N
126459	03/20/2018	UTILITY EQUIPMENT COMPANY	403.84	N
126460	03/20/2018	WICK'S STERLING TRUCKS INC	705.22	N
126461	03/20/2018	ZEKE KINSEY	40.00	N
126462	03/20/2018	ZIMCO SUPPLY COMPANY	399.35	N
TOTAL:			1,371,672.35	

APPROVED BY COUNCIL MEMBERS ON: 03/20/2018

COUNCIL MEMBER_____
COUNCIL MEMBER_____
COUNCIL MEMBER_____
COUNCIL MEMBER

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
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COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 20, 2018 AGENDA**

Subject:	Type:	Submitted By:
CITY ACQUISITION OF REAL PROPERTY PART OF LOT 16 LA VISTA CITY CENTRE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG CITY PLANNER

SYNOPSIS

A public hearing has been scheduled and a resolution has been prepared to approve the city acquisition of real property.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

The property acquisition is necessary to incorporate an additional one foot of space along the south property line of Lot 17 to allow for the construction of Offstreet Parking District No. 2-Structure No. 1 as currently designed.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE ACQUISITION OF REAL PROPERTY AND FURTHER ACTIONS.

WHEREAS, the City Council, upon determination and recommendation of the City Engineer, determines that lot boundary adjustments in La Vista City Centre are necessary or appropriate in connection with planned public improvements; and

WHEREAS, in connection with such boundary adjustments, the owner of Lot 16, La Vista City Centre, desires to transfer and convey the following described portion of Lot 16 to the City:

Part of Lot 16, La Vista City Centre, a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska commencing at the southeast corner of said Lot 16; thence N02°22'53"W on the east line of said Lot 16 for a distance of 69.00 feet to the point of beginning; thence, S87°37'07"W a distance of 202.83 feet; thence, N02°22'53"W for a distance of 1.00 feet; thence, N87°37'07"E for a distance of 202.83 feet on the northerly line of said Lot 16; thence, S02°22'53"E on the east line of said Lot 16 for a distance of 1.00 feet to the point of beginning. ("Property");

and the City desires to acquire such Property in exchange for other real property, easements, or interests in the vicinity, or other consideration, and subject to such conditions, as the City Administrator, City Engineer, or her or his designee determines appropriate.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council, after notice and public hearing, hereby approve acquisition of the Property in exchange for real property, easements, or interests in the vicinity or other consideration, and subject to such conditions, as the City Administrator, City Engineer, or her or his designee determines appropriate.

BE IT FURTHER RESOLVED, that the Mayor, City Administrator, City Engineer, or his or her designee, is hereby authorized to take all actions on behalf of the City that he or she determines necessary or appropriate to carry out the resolutions approved herein, including without limitation executing and delivering any agreements, documents or instruments.

PASSED AND APPROVED THIS 20TH DAY OF MARCH, 2018.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 20, 2018 AGENDA**

Subject:	Type:	Submitted By:
VACATION & CONVEYANCE — PART OF COTTONWOOD AVENUE RIGHT-OF-WAY	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG CITY PLANNER

SYNOPSIS

An ordinance has been prepared vacating and directing the conveyance of part of the Cottonwood Avenue right-of-way and manner and terms thereof.

FISCAL IMPACT

Consideration in part is anticipated to be receipt by the City of real property required for public improvements.

RECOMMENDATION

Approval.

BACKGROUND

An ordinance has been prepared vacating and directing the conveyance of part of the Cottonwood Avenue right-of-way as described in the Ordinance and shown on Exhibit A. Consideration in part is anticipated to be receipt by the City of real property required for public improvements.

ORDINANCE NO. ____

AN ORDINANCE VACATING PART OF COTTONWOOD AVENUE RIGHT-OF-WAY LOCATED IN LA VISTA CITY CENTRE ON ONE SIDE OF THE CENTER THEREOF, AUTOMATICALLY VESTING TITLE IN OWNER OF ABUTTING LOT 16, LA VISTA CITY CENTRE, DIRECTING CONVEYANCE AND MANNER AND TERMS THEREOF; AUTHORIZING FURTHER ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

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

Section 1. The following findings are hereby approved: Adjustment of boundaries within La Vista City Centre for purposes including planned public improvements, as determined and recommended by the City Engineer, is hereby declared necessary, expedient, proper and for the public interest, welfare, and good, and in connection with such adjustments, the City desires to vacate the following portion of Cottonwood Avenue in accordance with this Ordinance:

Part of Cottonwood Avenue right-of-way beginning at the southeast corner of Lot 16, La Vista City Centre, a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska; thence, S02°22'53"E for a distance of 1.00 feet; thence, S87° 37'07"W for a distance of 212.08 feet; thence N47°22'53"W for a distance of 1.41 feet to the southwesterly corner of said Lot 16; thence, N87°37'07"E for a distance of 213.08 feet on the south line of said Lot 16 to the point of beginning.
("Designated Area").

Section 2. Such Designated Area is hereby vacated, subject to any reserved rights provided by Nebraska statutes ("Vacated Right of Way"). The Vacated Right of Way is located only on one side of the center of Cottonwood Avenue. Title to such Vacated Right of Way, pursuant to Neb. Rev. Stat. Section 16-611(2), automatically shall vest in the owner of the abutting property, Lot 16, La Vista City Centre, ("Abutting Property") and become part of the Abutting Property. Notwithstanding anything in this Ordinance to the contrary, this Ordinance and such vesting of title shall be conditional on delivery and recording with the Sarpy County Register of Deeds of a deed conveying to the City part of Lot 16, La Vista City Centre, a replat approved in accordance with applicable law including such conveyed part of Lot 16 within the boundaries of Lot 17, La Vista City Centre, and Vacated Right of Way within the boundaries of Lot 16, La Vista City Centre, and such easements or interests as the City Engineer determines necessary or appropriate in connection with the lots, as replatted, or any improvements thereon or uses thereof.

Section 3. The Mayor and City Council hereby direct conveyance of the Designated Area and the manner and terms thereof as provided in this Ordinance. The Mayor, City Administrator, City Engineer, and City Clerk, and each of them ("Authorized City Officials"), or any designee of any of the Authorized City Officials, shall be authorized and are hereby directed to take all actions on behalf of the City as he, she or they determine necessary or appropriate to carry out this Ordinance, including without limitation, satisfying any applicable statutory requirements, carrying out all conveyances in accordance with this Ordinance, and execution, delivery, and recording with the Sarpy County Register of Deeds of any documents or instruments determined necessary or appropriate.

Section 4. This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law, and satisfaction of any conditions set forth in this Ordinance.

PASSED AND APPROVED THIS 20TH DAY OF _MARCH, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 20, 2018 AGENDA**

Subject:	Type:	Submitted By:
APPROVAL OF REPLAT OF LOTS 16-17, LA VISTA CITY CENTRE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG CITY PLANNER

SYNOPSIS

A resolution has been prepared to approve a replat of approximately 2.77 acres to be known as La Vista City Centre Replat 2, generally located southeast of Main Street and City Centre Drive.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

The replat of Lots 16 and 17, La Vista City Centre is necessary to incorporate an additional one foot of space along the south property line of Lot 17 to allow for the construction of Offstreet Parking District No. 2-Structure No. 1 as currently designed. The replat also dedicates two portions of Lot 17 to public right-of-way and depicts the vacation of a portion of the Cottonwood Avenue right-of-way along the southern edge of Lot 16.

The Planning Commission held a meeting on September 21, 2017, and unanimously recommended approval of La Vista City Centre Replat 2.

RESOLUTION NO. NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOTS 16 AND 17, LA VISTA CITY CENTRE, TO BE REPLATTED AS LOTS 1 AND 2, LA VISTA CITY CENTRE REPLAT 2, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described property have made application for approval of a replat for Lots 16 and 17, La Vista City Centre, to be replatted as Lots 1 and 2, La Vista City Centre Replat 2; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on September 21, 2017, the La Vista Planning Commission held a public hearing and reviewed the replat and recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat for Lots 16 and 17, La Vista City Centre, to be replatted as Lots 1 and 2, La Vista City Centre Replat 2, a subdivision located in the Southwest Quarter of Section 14, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located southeast of Main Street and City Centre Drive, be, and hereby is, approved.

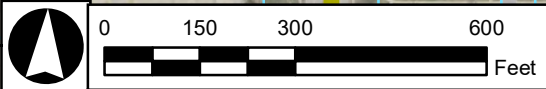
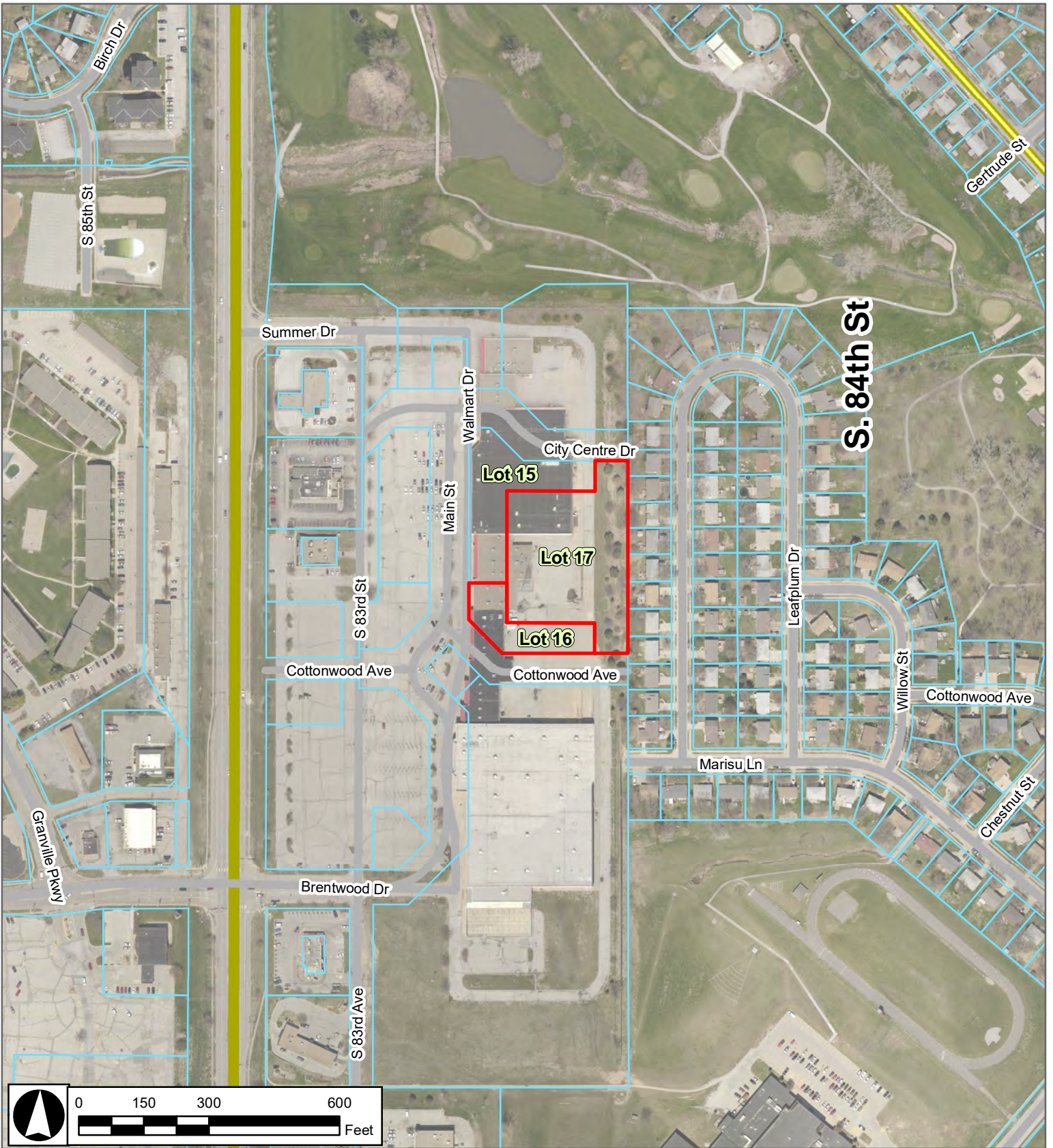
PASSED AND APPROVED THIS 20TH DAY OF MARCH, 2018.

CITY OF LA VISTA

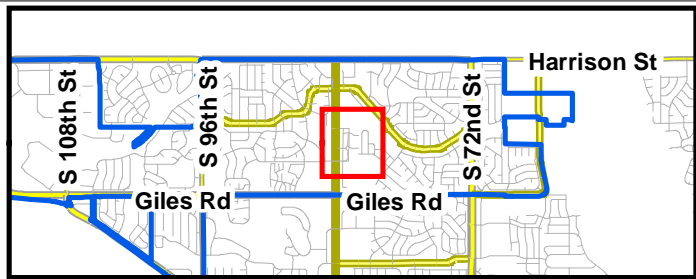
ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk



Project Vicinity Map



La Vista City Centre Replat 2

3/15/2018
JMC



**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 20, 2018 AGENDA**

Subject:	Type:	Submitted By:
PARTY WALL AND EASEMENT AGREEMENT LOT 15, LA VISTA CITY CENTRE AND LOTS 1 AND 2, LA VISTA CITY CENTRE REPLAT 2	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG CITY PLANNER

SYNOPSIS

A resolution has been prepared to approve a Party Wall and Easement Agreement for Lot 15, La Vista City Centre and Lots 1 and 2, La Vista City Centre Replat 2.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

The Party Wall and Easement Agreement is necessary to allow for a shared foundation between Offstreet Parking District No. 2-Structure No. 1 on Lot 2, Replat 2 and the private mixed-use building currently under construction on Lot 15.

The easement language within the agreement allows for a variety of access easements between the three lots involved.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING PARTY WALL AND EASEMENT AGREEMENT, LOT 15, LA VISTA CITY CENTRE, AND LOTS 1 AND 2 LA VISTA CITY CENTRE REPLAT 2.

WHEREAS, the City Council did on March 20, 2018, approve boundary adjustments, property conveyances, vacation of part of Cottonwood Avenue right of way, and replatting of Lots 16 and 17, La Vista City Centre, as Lots 1 and 2, La Vista City Centre Replat 2 ("Boundary Adjustments"); and

WHEREAS, the City Engineer determines that agreements are required for common infrastructure, improvements, and easements as a condition of such Boundary Adjustments, and a proposed Party Wall and Easement Agreement is presented at this meeting for such purposes.

NOW THEREFORE, BE IT RESOLVED, that the Party Wall and Easement Agreement as presented at this meeting hereby is approved, subject to any additions, subtractions, or modifications, as the City Administrator, City Engineer, or her or his designee determines necessary or appropriate, and final exhibits thereto in form and content satisfactory to the City Engineer or his designee ("Agreement").

FURTHER RESOLVED, that the Mayor and City Clerk be and hereby are authorized to execute the Agreement on behalf of the City; and that the Mayor, City Administrator, City Clerk, City Engineer, or his or her designee, shall be authorized to take any additional actions as he or she may determine necessary or advisable to carry out the resolutions approved herein.

PASSED AND APPROVED THIS 20TH DAY OF MARCH, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

PARTY WALL AND EASEMENT AGREEMENT

STATE OF NEBRASKA)
)
COUNTY OF SARPY)

WHEREAS, City Centre I, LLC, a Nebraska limited liability company, and La Vista City Centre, LLC, a Nebraska limited liability company, (together referred to as “Redeveloper”) are the owners of Lot 15, La Vista City Centre (“Lot 15”) and Lot 1, La Vista City Centre Replat 2 (“Lot 1”), La Vista, NE 68128, respectively, and multifamily commercial or other improvements to be situated on such real estate (which real estate and improvements are referred to as the “Redeveloper Property”); and

WHEREAS, the City of La Vista, a Nebraska municipal corporation, (“City”) is the owner of Lot 2, La Vista City Centre Replat 2 (“Lot 2”), La Vista, NE 68128, and public offstreet parking improvements to be situated on such real estate (the “City Property”) which public offstreet parking improvements would be separated from improvements on the Redeveloper Property by a Party Wall (as defined herein); and

WHEREAS, in order to maintain the quality of each structure while ensuring the preservation of their suitability to independently operate, the parties desire to place certain restraints on the Redeveloper Property and the City Property; and

WHEREAS, the parties also desire to specify and provide pursuant to this Agreement certain easements in connection with the Redeveloper Property and City Property (“Easements”).

NOW, THEREFORE, the parties hereto agree as follows:

1. Party Wall. As used herein, the term Party Wall shall mean and refer to each common, dividing or shared footing or other structure between any Redeveloper Property and the City Property, as described or depicted in Exhibit "A", subject to any additions, subtractions, or changes approved by the appropriate Manager of the Redeveloper and the City Engineer. Any matters concerning the Party Wall which are not covered by the terms of this Agreement shall be governed by the general rules of law regarding party walls.

2. Construction, Use, and Maintenance. The cost of constructing and maintaining each Party Wall shall be borne by the owners of the lots on either side of the Party Wall as specified in Exhibit "B". Each party shall have the nonexclusive right to use the Party Wall.

3. Damage or Destruction. In the event of damage or destruction to all or any part of a Party Wall from any cause, the owners of the lots on either side of the Party Wall shall cooperate in the repair or reconstruction of the Party Wall. Except as provided below, the cost of such repair or reconstruction shall be borne by the owners of lots on either side of the Party Wall as specified in Exhibit "B". Each owner shall have the nonexclusive right to full use of the Party Wall as repaired and reconstructed. If either owner's negligence shall proximately cause damage or destruction to the Party Wall ("Negligent Party"), the Negligent Party shall bear the entire cost of repair or reconstruction. If a party shall neglect or refuse to cooperate or pay for any costs in accordance with this Section 3, the other party may have the work performed and shall be entitled to have a mechanic's lien on the other party's lot and improvements thereon to pay for such work, together with interest thereon at the maximum rate allowed by law. The party having the work performed shall, in addition to the mechanic's lien, be entitled to recover attorney fees and shall be entitled to all other remedies provided herein or by law or equity.

4. Modifications. No owner shall alter or change any Party Wall or part thereof in any manner, non-structural interior decoration excepted, and each Party Wall shall remain in the same locations as when originally erected. Each owner of any lot on either side of a Party Wall shall have a perpetual easement in that part of the premises of the other on which the Party Wall is located for the purpose of the Party Wall and any other additional area necessary to access, repair, replace or maintain the structure.

a. Responsibilities. Each owner shall keep all exterior walls of its unit in good condition and repair at their sole cost and expense. No owner shall permit to be done any act that would depreciate the value of its building.

b. Each Redeveloper agrees that it shall not construct any improvement on its Redeveloper Property within 20 feet of City Property that is greater than the height of the building specified in the building permit for such Redeveloper Property, unless approved by the City; and City shall not construct any improvement on City Property within 20 feet of either Redeveloper Property that is greater than the height of the offstreet parking facility as shown on Plan Sheets A5.1 and A5.2 of the construction plans dated October 3, 2017 for Offstreet Parking District No. 2-Structure No. 1, unless approved by the such Redeveloper; in each case excluding from the meaning of "improvement" any lighting or other equipment connected with the primary purpose of such building or facility.

5. **Easements.** Easements granted pursuant to this Agreement are as follows:
- a. City hereby grants to each Redeveloper, its successors and assigns, in connection with each Redeveloper's ownership of the real property and improvements of Lot 1 and Lot 15, a permanent, nonexclusive easement for motor vehicle use of driving lanes and pedestrian use of pedestrian areas, including stairwells, of the City's public offstreet parking facility on Lot 2, as described or depicted in Exhibit "C," for ingress and egress of each Redeveloper and each Redeveloper's tenants, guests, and invitees, or for ingress or egress of emergency personnel, to and from Lot 1 or Lot 15.
 - b. Each Redeveloper hereby grants to City, its successors and assigns, in connection with City's ownership of the real property and improvements of Lot 2:
 - i. A permanent, nonexclusive easement in and to the easement area described or depicted in Exhibit "C," to construct, install, locate, maintain, repair, remove, and replace from time to time at City's cost a retaining wall as described or depicted in Exhibit "C," or as otherwise agreed by such Redeveloper and City, and in and to such other areas as necessary to exercise such right with respect to the designated easement area; and
 - ii. A permanent, nonexclusive easement for pedestrian use of sidewalks and areas on and across Lot 1, and on or across Lot 15, as described or depicted in Exhibit "C," for ingress and egress of the City and the City's, guests, and invitees and users of the City's public offstreet parking facility on Lot 2, or for ingress or egress of emergency personnel, to and from Lot 2. Each Redeveloper, at its cost, shall construct, install, maintain, replace, and repair the sidewalks and other improvements in the easement area.

6. **Deeds of Trust; Mortgages.** Each Redeveloper Property is subject to certain mortgages, deeds of trust, liens, or other encumbrances ("Mortgages") that require each Redeveloper to obtain approval of this Agreement by the owner(s) or holder(s) of such Mortgages ("Mortgagees") before such Redeveloper enters or subjects its Redeveloper Property to some or all of this Agreement. This Agreement shall be subject to approval of all such Mortgagees as indicated by execution of this Agreement by such Mortgagees below. Each Redeveloper represents and warrants to City that consent of any other Mortgagees is not required under any Mortgage before such Redeveloper enters this Agreement. City represents and warrants that City Property is not subject to any mortgages or deeds of trust.

7. **Duration.** This Agreement, upon execution by the parties and Mortgagees, shall be recorded with the Sarpy County Register of Deeds. All terms and conditions of this Agreement shall constitute covenants running with the land that are binding on each of the City, each Redeveloper, and Mortgagees, and all successors and assigns of the City, each Redeveloper, or any Mortgagees, or any person claiming under or through any such party, Mortgagee, successor or assign.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the undersigned and its respective successors and assigns; and shall be subject to each Redeveloper's compliance with the terms and conditions of the Redevelopment Plan for the 84th Street Redevelopment Area and the Redevelopment Agreement and Subdivision Agreement applicable to the Redeveloper Property, as such plan or either agreement may be amended from time to time.

9. Amendments. This Agreement shall not be amended unless set forth in a written amendment that is executed by all parties.

10. Governing Law. It is the intention of the parties that the laws of the State of Nebraska shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

IN WITNESS WHEREOF, each of the undersigned has executed this Party Wall and Easement Agreement as of the day and year set below its name.

LA VISTA CITY CENTRE, LLC,
a Nebraska limited liability company

By: _____
Christopher L. Erickson, Manager

Date: _____, 2018

CITY CENTRE I, LLC,
a Nebraska limited liability company

By: _____
Christopher L. Erickson, Manager

Date: _____, 2018

ATTEST:

CITY OF LA VISTA

City Clerk

By: _____
Mayor

Date: _____, 2017 Date: _____, 2018

CONSENT OF MORTGAGEE

The undersigned, as the holder of a lien with respect to some or all of the property described in the **PARTY WALL AND EASEMENT AGREEMENT**(“Agreement”) above hereby consents and agrees to the Agreement and all terms and conditions thereof.

Dated this _____ day of _____, 2018.

_____, a _____

By _____
Its _____

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, 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.

Notary Public

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Christopher L. Erickson, Manager of City Centre, LLC I, a Nebraska limited liability company, as his voluntary act and deed and the voluntary act and deed of said company.

Notary Public

EXHIBIT "A"
PARTY WALL

EXHIBIT A-1



FOOTING SCHEDULE					
MARK	SIZE			REINFORCING	REMARKS
	W	L	D		
CF1-0H	1'-0"	CONC.	3'-2"	(1) #5 TOP & BOTT. w/ #4 VERT. AT 32" c.	DO NOT SUPPORT ON GEOTIEP
CF1-4D	1'-4"	CONC.	2'-0"	(2) #5 TOP & BOTT. w/ #3 TIES AT 48" c.	DO NOT SUPPORT ON GEOTIEP
CF1-4H	1'-4"	CONC.	3'-2"	(2) #5 TOP & BOTT. w/ #3 TIES AT 48" c.	GEOTIEP DESIGN FOR 1500 PSF
CF1-6D	1'-6"	CONC.	2'-0"	(2) #5 TOP & BOTT. w/ #3 TIES AT 48" c.	
CF1-6H	1'-6"	CONC.	3'-2"	(2) #5 TOP & BOTT. w/ #3 TIES AT 48" c.	
CF1-10H	1'-10"	CONC.	3'-2"	(2) #5 TOP & BOTT. w/ #3 TIES AT 48" c.	
CF3-0H	2'-0"	CONC.	3'-2"	(3) #5 TOP & BOTT. w/ #3 TIES AT 48" c.	
CF3-0D	3'-0"	CONC.	2'-0"	(3) #5 TOP & BOTT. w/ #3 TIES AT 48" c.	
CF3-0H	3'-0"	CONC.	3'-2"	(3) #5 TOP & BOTT. w/ #3 TIES AT 48" c.	
CF4-0H	4'-0"	CONC.	3'-2"	(4) #5 TOP & BOTT. w/ #3 TIES AT 48" c.	
CF5-0H	5'-0"	CONC.	3'-2"	(5) #5 TOP & BOTT. w/ #3 TIES AT 24" c.	
CF6-0H	6'-0"	CONC.	3'-2"	(6) #5 TOP & BOTT. w/ #3 TIES AT 24" c.	
PF3-0H	3'-0"	3'-0"	3'-2"	(3) #4 E.W. TOP & BOTT.	
PF3-0D	3'-0"	3'-0"	2'-0"	(4) #4 E.W. TOP & BOTT.	
PF4-0D	4'-0"	4'-0"	2'-0"	(4) #4 E.W. BOTT.	
PF4-0H	4'-0"	4'-0"	3'-2"	(4) #4 E.W. TOP & BOTT.	
PF4-6D	4'-6"	4'-6"	2'-0"	(5) #4 E.W. BOTT.	
PF4-6H	4'-6"	4'-6"	3'-2"	(5) #4 E.W. TOP & BOTT.	
PF5-0D	5'-0"	5'-0"	3'-2"	(5) #4 E.W. TOP & BOTT.	
PF5-0H	5'-0"	5'-0"	2'-0"	(6) #4 E.W. TOP & BOTT.	
PF5-6H	5'-6"	5'-6"	3'-2"	(6) #4 E.W. TOP & BOTT.	
PF6-0D	6'-0"	6'-0"	2'-0"	(7) #7 E.W. BOTT.	
PF6-0H	6'-0"	6'-0"	3'-2"	(7) #7 E.W. TOP & BOTT.	
PF6-6D	6'-6"	6'-6"	2'-0"	(8) #7 E.W. BOTT.	
PF6-6H	6'-6"	6'-6"	3'-2"	(8) #7 E.W. TOP & BOTT.	
PF7-0D	7'-0"	7'-0"	2'-0"	(9) #7 E.W. BOTT.	
PF7-0H	7'-0"	7'-0"	3'-2"	(9) #7 E.W. TOP & BOTT.	
PF7-6D	7'-6"	7'-6"	2'-0"	(9) #7 E.W. BOTT.	
PF7-6H	7'-6"	7'-6"	3'-2"	(9) #7 E.W. TOP & BOTT.	
PF8-6D	8'-6"	8'-6"	2'-0"	(9) #7 E.W. BOTT.	
PF8-6H	8'-6"	8'-6"	3'-2"	(9) #7 E.W. TOP & BOTT.	
PF9-0D	9'-0"	9'-0"	2'-0"	(9) #7 E.W. BOTT.	
PF9-0H	9'-0"	9'-0"	3'-2"	(9) #7 E.W. TOP & BOTT.	
PF9-6D	9'-6"	9'-6"	2'-0"	(9) #7 E.W. BOTT.	
PF9-6H	9'-6"	9'-6"	3'-2"	(9) #7 E.W. TOP & BOTT.	
RF102	6'-0"	8'-0"	3'-2"	#5 AT 12" c. TOP & BOTT.	

ARCHITECT
 BVH ARCHITECTURE
 961 JONES STREET
 OMAHA, NE 68102
 V 402 342 3060
 F 402 342 7871
 bvh.com

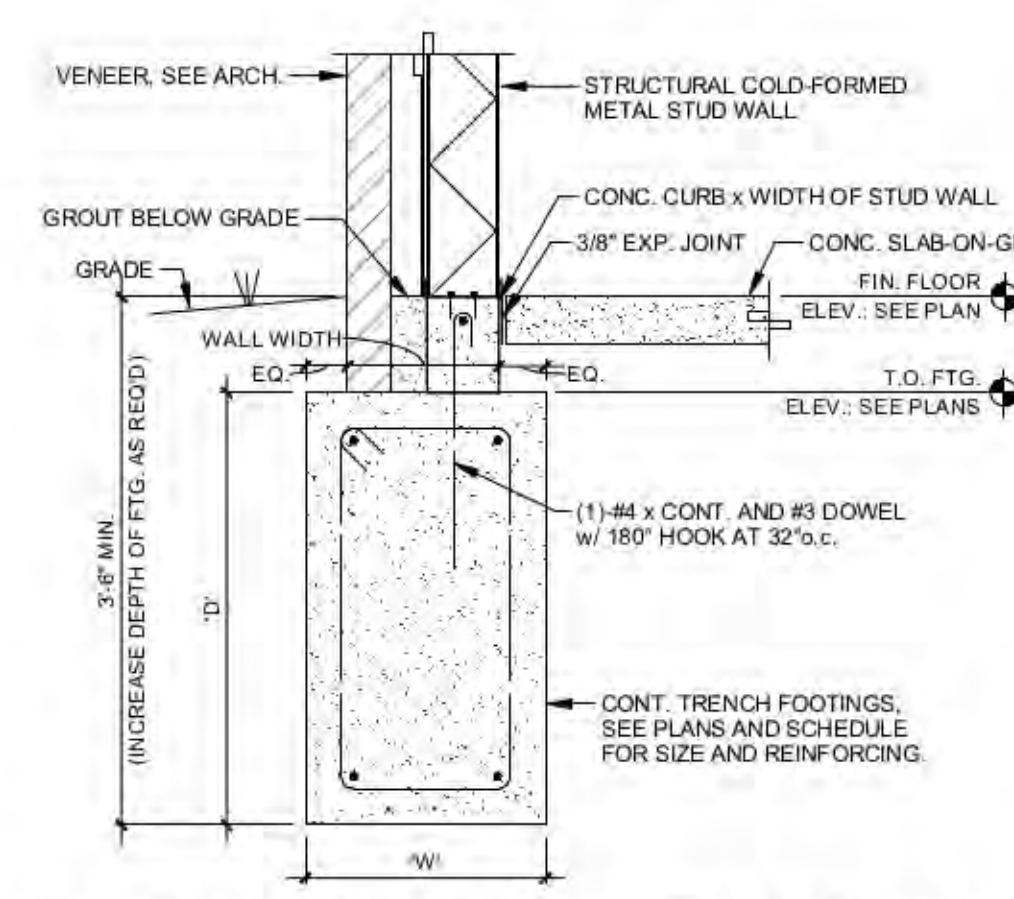
STRUCTURAL ENGINEER
 T02
 10036 OLD MILL RD
 OMAHA, NE 68154
 V 402 330 8860
 F 402 330 5886
 www.bvh.com

MECHANICAL & ELECTRICAL ENGINEER
 MORRISSEY ENGINEERING
 4609 S 117TH ST
 OMAHA, NE 68154
 V 402 491 4144
 F 402 491 4188
 www.morrisseyengineering.com

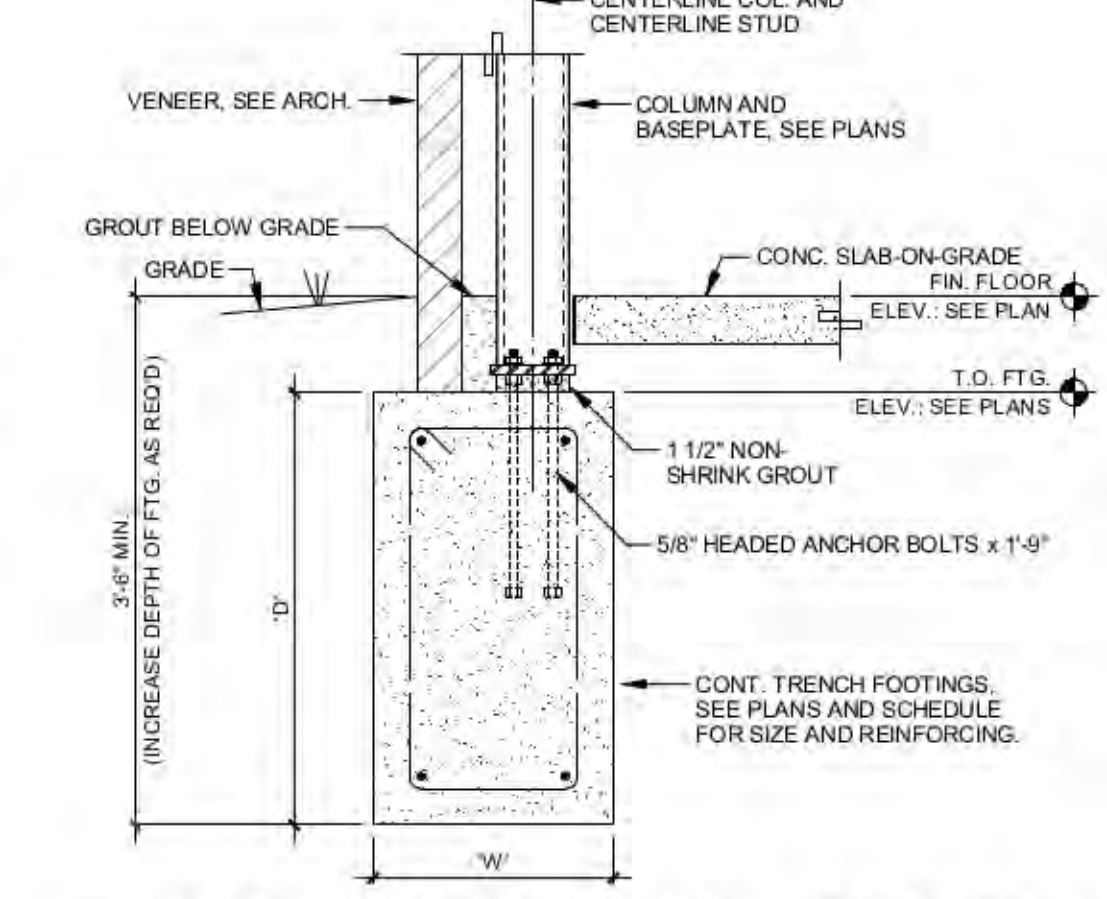
Indicates footing shared between La Vista City Centre Parking Structure and Mixed Use Building

WALL SCHEDULE					
WALL TYPE	THICKNESS/ SIZE	REINFORCING		REMARKS	
		VERTICAL	HORIZONTAL		
W1	CONCRETE 12"	#5 AT 18" c. EA FACE	#5 AT 18" c. EA FACE		
W2	CONCRETE 8"	#5 AT 18" c.	#5 AT 18" c.		
W3	CONCRETE 16"	#5 AT 18" c. EA FACE	#5 AT 18" c. EA FACE		
W4	MASONRY 8" (NOMINAL)	(1) #5 CENTERED IN CELLS AT 16" c.	(2) CONT. #4 IN KNOCK-OUT BOND BEAMS AT ELEVATION 127'-8.58", 139'-0.58", 149'-0.58", 160'-4.58", 171'-0.58"	GROUT WALL SOLID - HORIZONTAL 9 ga. JOINT REINFORCING AT 16" c.	
W5A	MASONRY 8" (NOMINAL)	(1) #5 CENTERED IN CELLS AT 16" c.	(2) CONT. #4 IN KNOCK-OUT BOND BEAMS AT ELEVATION 127'-8.58", 139'-0.58", 149'-0.58", 160'-4.58", 171'-0.58"	GROUT WALL SOLID - HORIZONTAL 9 ga. JOINT REINFORCING AT 16" c.	
W5B	MASONRY 8" (NOMINAL)	(1) #5 CENTERED IN CELLS AT 16" c.	(2) CONT. #4 IN KNOCK-OUT BOND BEAMS AT ELEVATION 123'-0.58", 127'-8.58", 139'-0.58", 149'-0.58", and 159'-8.58"	GROUT WALL SOLID - HORIZONTAL 9 ga. JOINT REINFORCING AT 16" c.	
W6	MASONRY 8" (NOMINAL)	(1) #4 CENTERED IN CELLS AT 48" c.	9 ga. JOINT REINF. AT 16" c.		
W7	MASONRY 8" (NOMINAL)	(1) #5 CENTERED IN CELLS AT 32" c.	9 ga. JOINT REINF. AT 16" c.		
W8	CONCRETE 12"	#5 AT 12" c. EA FACE	#5 AT 18" c. EA FACE		

REVISIONS SCHEDULE		
MARK	DATE	DESCRIPTION
2	7/18/17	Addendum #4
3	8/21/17	ASI 01

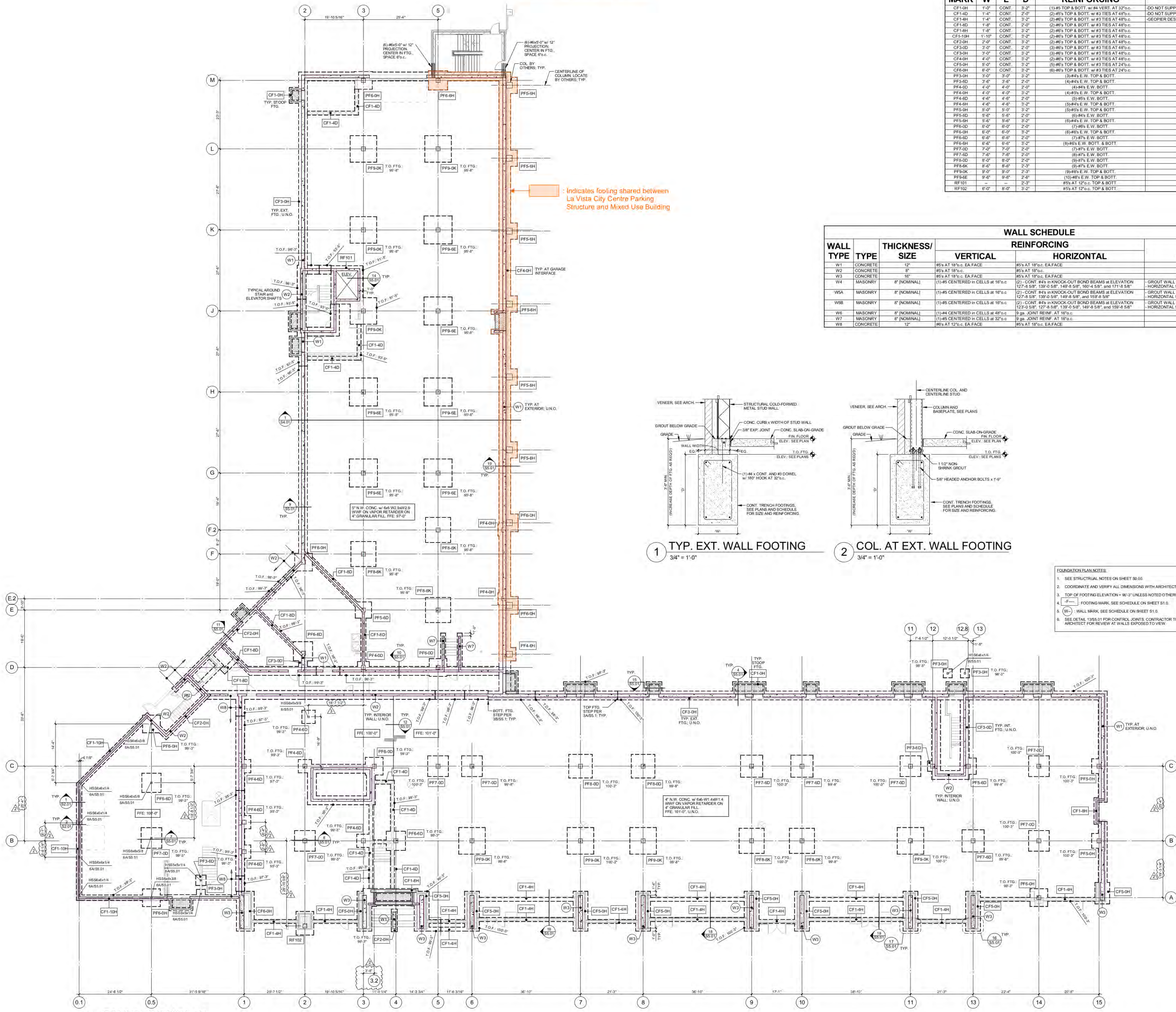


1 TYP. EXT. WALL FOOTING
 3/4" = 1'-0"



2 COL. AT EXT. WALL FOOTING
 3/4" = 1'-0"

FOUNDATION PLAN NOTES:
 1. SEE STRUCTURAL NOTES ON SHEET 80.03
 2. COORDINATE AND VERIFY ALL DIMENSIONS WITH ARCHITECTURAL DRAWINGS AND EXIST. CONDITIONS.
 3. TOP OF FOOTING ELEVATION = 96'-3" UNLESS NOTED OTHERWISE. THIS = T.O.F. = 96'-3"
 4. F- MARK: FOOTING MARK. SEE SCHEDULE ON SHEET S1.0
 5. W- MARK: WALL MARK. SEE SCHEDULE ON SHEET S1.0
 6. SEE DETAIL 1355.01 FOR CONTROL JOINTS. CONTRACTOR TO SUBMIT CONTROL JOINT LOCATION PLAN TO ARCHITECT FOR REVIEW AT WALLS EXPOSED TO VIEW.



LAVISTA CITY CENTRE MIXED USE - SOUTH

PROJECT: 19332 DATE: 04/17/2017



FOUNDATION PLAN

FOUNDATION PLAN
 3/32" = 1'-0"

2.01

EXHIBIT A-2

Loading (DL+LL+WL)

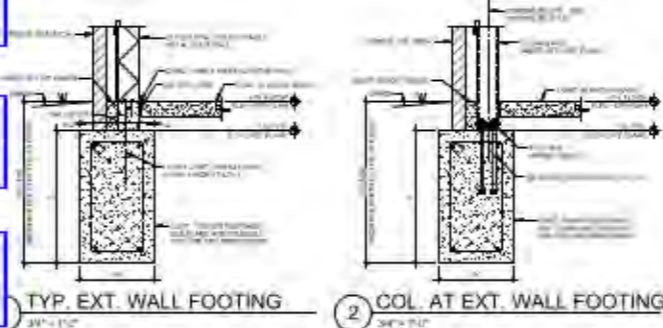
Building: 2,335 kips [60.8%]

Parking: 1,505 kips [39.2%]

Total: 3,840 kips

FOOTING SCHEDULE					
MARK	SIZE			REINFORCING	REMARKS
	W	L	D		
101	12"	36"	24"	4#4	See Notes
102	12"	36"	24"	4#4	See Notes
103	12"	36"	24"	4#4	See Notes
104	12"	36"	24"	4#4	See Notes
105	12"	36"	24"	4#4	See Notes
106	12"	36"	24"	4#4	See Notes
107	12"	36"	24"	4#4	See Notes
108	12"	36"	24"	4#4	See Notes
109	12"	36"	24"	4#4	See Notes
110	12"	36"	24"	4#4	See Notes
111	12"	36"	24"	4#4	See Notes
112	12"	36"	24"	4#4	See Notes
113	12"	36"	24"	4#4	See Notes
114	12"	36"	24"	4#4	See Notes
115	12"	36"	24"	4#4	See Notes
116	12"	36"	24"	4#4	See Notes
117	12"	36"	24"	4#4	See Notes
118	12"	36"	24"	4#4	See Notes
119	12"	36"	24"	4#4	See Notes
120	12"	36"	24"	4#4	See Notes
121	12"	36"	24"	4#4	See Notes
122	12"	36"	24"	4#4	See Notes
123	12"	36"	24"	4#4	See Notes
124	12"	36"	24"	4#4	See Notes
125	12"	36"	24"	4#4	See Notes
126	12"	36"	24"	4#4	See Notes
127	12"	36"	24"	4#4	See Notes
128	12"	36"	24"	4#4	See Notes
129	12"	36"	24"	4#4	See Notes
130	12"	36"	24"	4#4	See Notes
131	12"	36"	24"	4#4	See Notes
132	12"	36"	24"	4#4	See Notes
133	12"	36"	24"	4#4	See Notes
134	12"	36"	24"	4#4	See Notes
135	12"	36"	24"	4#4	See Notes
136	12"	36"	24"	4#4	See Notes
137	12"	36"	24"	4#4	See Notes
138	12"	36"	24"	4#4	See Notes
139	12"	36"	24"	4#4	See Notes
140	12"	36"	24"	4#4	See Notes
141	12"	36"	24"	4#4	See Notes
142	12"	36"	24"	4#4	See Notes
143	12"	36"	24"	4#4	See Notes
144	12"	36"	24"	4#4	See Notes
145	12"	36"	24"	4#4	See Notes
146	12"	36"	24"	4#4	See Notes
147	12"	36"	24"	4#4	See Notes
148	12"	36"	24"	4#4	See Notes
149	12"	36"	24"	4#4	See Notes
150	12"	36"	24"	4#4	See Notes

WALL SCHEDULE					
WALL TYPE	TYPE	THICKNESS/ SIZE	REINFORCING		REMARKS
			VERTICAL	HORIZONTAL	
101	Foundation	12" x 36"	4#4	4#4	See Notes
102	Foundation	12" x 36"	4#4	4#4	See Notes
103	Foundation	12" x 36"	4#4	4#4	See Notes
104	Foundation	12" x 36"	4#4	4#4	See Notes
105	Foundation	12" x 36"	4#4	4#4	See Notes
106	Foundation	12" x 36"	4#4	4#4	See Notes
107	Foundation	12" x 36"	4#4	4#4	See Notes
108	Foundation	12" x 36"	4#4	4#4	See Notes
109	Foundation	12" x 36"	4#4	4#4	See Notes
110	Foundation	12" x 36"	4#4	4#4	See Notes
111	Foundation	12" x 36"	4#4	4#4	See Notes
112	Foundation	12" x 36"	4#4	4#4	See Notes
113	Foundation	12" x 36"	4#4	4#4	See Notes
114	Foundation	12" x 36"	4#4	4#4	See Notes
115	Foundation	12" x 36"	4#4	4#4	See Notes
116	Foundation	12" x 36"	4#4	4#4	See Notes
117	Foundation	12" x 36"	4#4	4#4	See Notes
118	Foundation	12" x 36"	4#4	4#4	See Notes
119	Foundation	12" x 36"	4#4	4#4	See Notes
120	Foundation	12" x 36"	4#4	4#4	See Notes
121	Foundation	12" x 36"	4#4	4#4	See Notes
122	Foundation	12" x 36"	4#4	4#4	See Notes
123	Foundation	12" x 36"	4#4	4#4	See Notes
124	Foundation	12" x 36"	4#4	4#4	See Notes
125	Foundation	12" x 36"	4#4	4#4	See Notes
126	Foundation	12" x 36"	4#4	4#4	See Notes
127	Foundation	12" x 36"	4#4	4#4	See Notes
128	Foundation	12" x 36"	4#4	4#4	See Notes
129	Foundation	12" x 36"	4#4	4#4	See Notes
130	Foundation	12" x 36"	4#4	4#4	See Notes
131	Foundation	12" x 36"	4#4	4#4	See Notes
132	Foundation	12" x 36"	4#4	4#4	See Notes
133	Foundation	12" x 36"	4#4	4#4	See Notes
134	Foundation	12" x 36"	4#4	4#4	See Notes
135	Foundation	12" x 36"	4#4	4#4	See Notes
136	Foundation	12" x 36"	4#4	4#4	See Notes
137	Foundation	12" x 36"	4#4	4#4	See Notes
138	Foundation	12" x 36"	4#4	4#4	See Notes
139	Foundation	12" x 36"	4#4	4#4	See Notes
140	Foundation	12" x 36"	4#4	4#4	See Notes
141	Foundation	12" x 36"	4#4	4#4	See Notes
142	Foundation	12" x 36"	4#4	4#4	See Notes
143	Foundation	12" x 36"	4#4	4#4	See Notes
144	Foundation	12" x 36"	4#4	4#4	See Notes
145	Foundation	12" x 36"	4#4	4#4	See Notes
146	Foundation	12" x 36"	4#4	4#4	See Notes
147	Foundation	12" x 36"	4#4	4#4	See Notes
148	Foundation	12" x 36"	4#4	4#4	See Notes
149	Foundation	12" x 36"	4#4	4#4	See Notes
150	Foundation	12" x 36"	4#4	4#4	See Notes



NOTES:

1. Foundation walls shall be constructed with concrete of minimum 4000 psi (28 MPa) compressive strength.
2. All foundation walls shall be constructed with 1/2" diameter rebar.
3. All foundation walls shall be constructed with 1/2" diameter rebar.
4. All foundation walls shall be constructed with 1/2" diameter rebar.

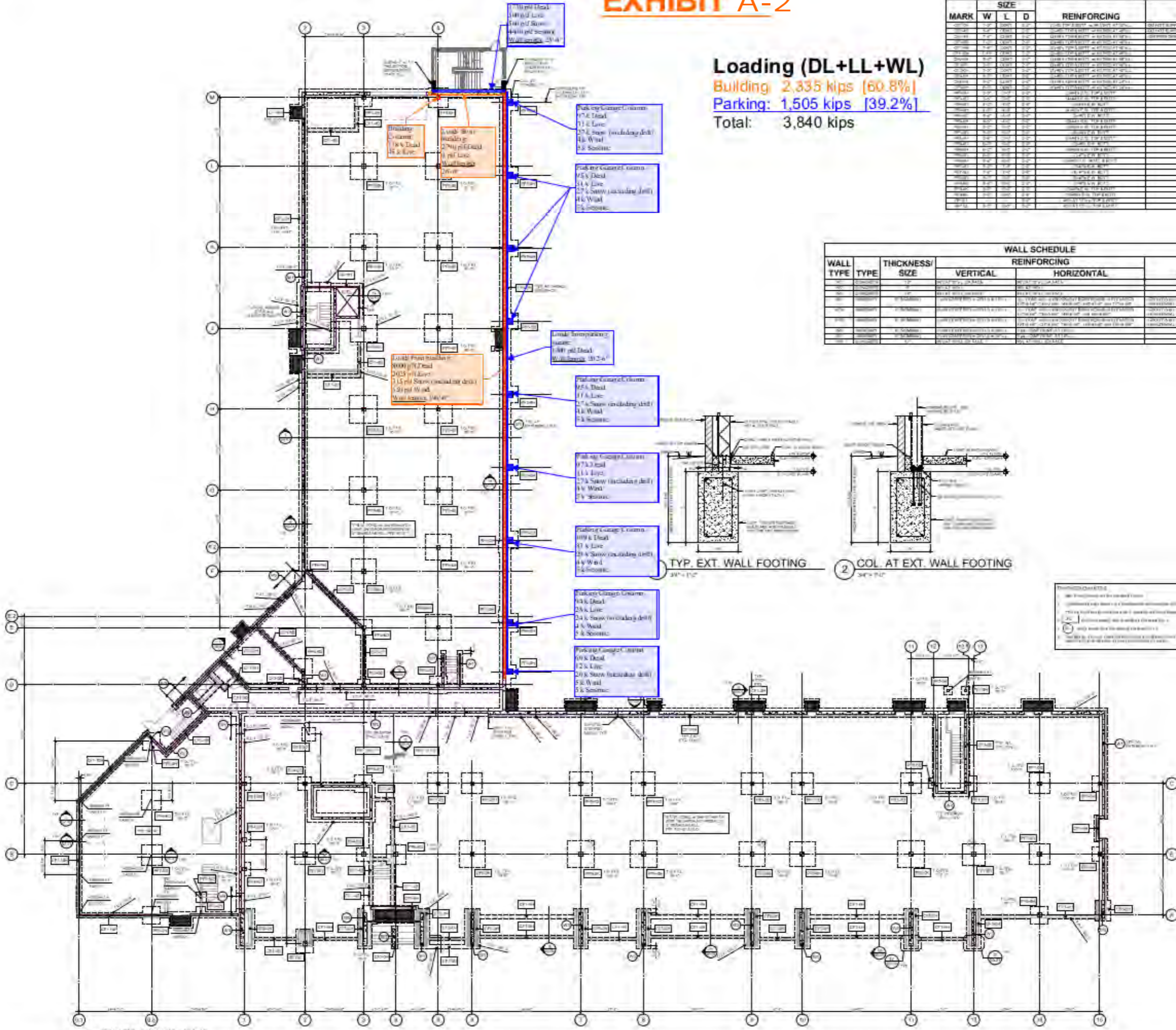


EXHIBIT "B"
ALLOCATION OF PARTY WALL COSTS & EXPENSES

Except as otherwise provided in the Agreement, all costs and expenses of the Party Wall shall be allocated between Lot 1 and Lot 2, La Vista City Centre Replat 2 as follows:

	<u>Lot 1</u>	<u>Lot 2</u>
Initial Construction	As agreed by City Engineer NTE 40% of allocable costs	As agreed by Manager of owner of Lot 2, not less than 60% of allocable costs
Operation and Maintenance	40%	60%
Repair or Reconstruction	40%	60%

The amount allocated to a Lot from time to time shall be paid by the owner of such Lot.

EXHIBIT "C"

EASEMENT AREAS

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 20, 2018 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE INTERLOCAL AGREEMENT STORM SEWER REPAIR WORK 108 TH & CHANDLER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the execution of an Interlocal Agreement with Sarpy County for their contribution to storm sewer improvements in conjunction with the development of the Brook Valley Business Park Replat Five subdivision.

FISCAL IMPACT

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

RECOMMENDATION

Approval subject to approval by the Sarpy County Board of Commissioners.

BACKGROUND

Redz, LLC has submitted a plat and subdivision agreement for Brook Valley Business Park Replat Five industrial development located west of the intersection of 108th Street and Chandler Road. This property has a public storm sewer outlet that has created erosion damage. The storm sewer outlet was installed as part of the reconstruction of 108th Street by Sarpy County. This property and 108th Street have since been annexed into the City. Sarpy County has agreed to participate in making modifications to the storm sewer outlet. An agreement between the City and Redz, LLC for the storm sewer repairs was approved at the December 19, 2017 meeting that was contingent on the City entering into an interlocal agreement with Sarpy County.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH SARPY COUNTY FOR THE UNDERTAKING OF EFFORTS REQUIRED FOR CONTRIBUTION TO STORM SEWER IMPROVEMENTS NECESSARY FOR THE DEVELOPMENT OF THE BROOK VALLEY BUSINESS PARK REPLAT FIVE SUBDIVISION

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 modification to the storm sewer outlet are necessary, and;

WHEREAS, the FY 17/18 Biennial budget provides funding for the City's portion of this repair; and

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

NOW, THEREFORE, *BE IT RESOLVED*, that the City Council of La Vista, Nebraska, hereby approves and authorizes the execution of an Interlocal Cooperation Agreement with Sarpy County for the undertaking of efforts required for contribution to storm sewer improvements necessary for the development of the Brook Valley Business Park Replat Five Subdivision in form and content approved by the City Attorney and subject to approval by the Sarpy County Board of Commissioners.

PASSED AND APPROVED THIS 20TH DAY OF MARCH, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Bueth, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 20, 2018 AGENDA**

Subject:	Type:	Submitted By:
AWARD OF CONTRACT - CONCESSION STAND OPERATIONS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SCOTT STOPAK RECREATION DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute an extension to the contract with HAMS, Inc., Laurie Hamzhe, for operation of the concession stands at the Softball Complex, Soccer Complex, City Park, and the La Vista Community Center.

FISCAL IMPACT

The Contractor will pay the City a monthly commission of ten percent (10%) of gross food, beverage and merchandise concessions sold from the Softball Complex, Soccer Complex, City Park and Community Center.

RECOMMENDATION

Approval.

BACKGROUND

HAMS, Inc. has been under contract with the City of La Vista since 2005 for concession stand operations. The current contract expires on April 30, 2018 and staff is recommending that an extension be granted for one year.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A ONE-YEAR CONTRACT WITH HAMS, INC., OMAHA, NEBRASKA, FOR THE OPERATION OF CONCESSIONS AT THE SOFTBALL COMPLEX, SOCCER COMPLEX, CITY PARK, AND COMMUNITY CENTER.

WHEREAS, the City has determined that it is desirable to contract for the operation of concession stands at various recreation sites in the City with HAMS Inc.; and

WHEREAS, HAMS, Inc. operated concessions at various recreation sites in the City since 2005; and

WHEREAS, the current contract with HAMS, Inc. will expire in April of 2018; and

WHEREAS, the Recreation Director recommends extending the current contract with HAMS, Inc. for one year; and

WHEREAS, the contract provides for Hams Inc. to make payments of 10% of the gross revenues from all sales to the City; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to sign a one-year contract with HAMS Inc., Omaha, Nebraska, for the operation of the concessions at the Softball Complex , Soccer Complex, City Park and Community Center.

PASSED AND APPROVED THIS 20TH DAY OF MARCH 2018

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**SOFTBALL COMPLEX, SOCCER COMPLEX, CITY PARK AND COMMUNITY CENTER
CONCESSION OPERATION AGREEMENT**

THIS SOFTBALL COMPLEX, SOCCER COMPLEX , CITY PARK AND COMMUNITY CENTER CONCESSION OPERATION AGREEMENT is made and entered into MARCH _____, _____ by and between the City of La Vista, a Nebraska municipal corporation (hereinafter referred to as the "City") and Hams Inc., a Nebraska corporation, (hereinafter collectively referred to as "Contractor"), and Laurie Hamzhie (hereinafter referred to as "Guarantor").

WHEREAS, City has established and caused to be operated on its behalf, a softball complex concession stand, soccer complex concession stand, city park concession stand and community center concession stand; and

WHEREAS, City has determined that it is necessary and desirable to cause the softball complex concession stand, soccer complex concession stand, city park concession stand and community center concession stand as defined herein (the "Concession Operations") to be operated by Contractor as an independent contractor of City; and

WHEREAS, Contractor is willing and able to manage and operate such Concession Operations in accordance with terms hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing and the mutual promises, terms, and covenants contained, the parties hereto agree as follows:

1. **Appointment of Contractor.** The City hereby appoints Contractor, and Contractor hereby accepts such appointment, to operate the Concession Operations on behalf of the City pursuant to the terms contained herein. Such Concession Operations shall include, but not be limited to, staffing and supervision with Contractor's own employees; record keeping and daily accounting of all revenues and expenses related to Softball Complex, Soccer Complex, City Park and Community Center Concessions Operations; preparation and submission of statements of operations; operation of Softball Complex, Soccer Complex, City Park and Community Center collection of revenues and disbursement of all expenses; purchasing and selling food and beverage concessions; purchasing supplies and services; procurement of insurance coverage's; maintenance and cleaning of the Softball Complex, Soccer Complex, City Park and Community Center concession facilities; maintenance of the area immediately surrounding the concession stands to keep the area free of litter during the stands' normal hours of operation; collecting, reporting and paying all payroll taxes in respect to all personnel employed by the Contractor; development and implementation of sales promotion programs; and such other activities as shall be necessary to successful Concession Operations. Contractor shall provide all services hereunder under the direct supervision of Laurie Hamzhie. Contractor shall operate all aspects of the Concession Operations such that concession stands are open for business during such hours as determined by the City and the City's Recreation Director.
2. **Independent Contractor.** In all matters pertaining to Concession Operations, Contractor is and shall be an independent contractor. Nothing contained in the Agreement or in the practice or course of dealing between the parties shall be construed to create a partnership, joint venture, agency or employment relationship or to create in Contractor any ownership interest in the Concession Buildings Softball Complex, Soccer Complex, City Park and Community Center or the operations thereof, except as otherwise specifically provided herein. No employee of Contractor shall be deemed to be an employee of city. However, the City expressly reserves the right to approve matters pertaining to policy for the concession Operations, including but not limited to, general staffing and qualifications therefore, concession products, and inventory mixture. Contractor acknowledges and agrees that it shall be the obligation of Contractor to report all income, compensation and fees received hereunder and to pay all applicable taxes in respect thereto and Contractor shall indemnify and hold harmless City against any obligation

imposed on City to pay withholding, social security, unemployment or other taxes, including interest and penalties in connection with any payments made to Contractor.

3. **Contractor's Employee's.** Contractor shall be responsible for hiring and staffing of employees at the concession stands and shall be responsible for the withholding and payment of all payroll taxes and the payment of all compensation and fringe benefits of its staff in compliance with all applicable laws.
4. **Term and Termination.** This Agreement shall be and become effective commencing May 1, 2018, and shall be effective for a term of one (1) years ending on April 30, 2019, with the option to renew for one additional twelve (12) month period at the discretion of both the City and the Contractor. Notwithstanding the foregoing, either the City or Contractor may terminate this Agreement for any reason at any time upon written notice given from one party to the other at least thirty (30) days prior to the effective date of termination; provided, however, that if Contractor desires to terminate this Agreement and the date of termination is to occur during the months of March through October, Contractor shall provide at least ninety (90) days notice of termination. Notice of termination of the agreement shall not negate the contractor's obligation to pay rental fees to City and Contractor's obligation to operate Concession Operations as provided herein to the date of termination.
5. **Record Keeping Requirements.** Contractor agrees to maintain or cause to be maintained, on a calendar year basis, complete books and records of all aspects of the Concession Operations. Contractor shall submit to the City monthly financial reports for said operations no later than ten (10) days following the last day of each month's operations. Such monthly reports shall contain all information related to revenues, expenses, inventories and cost of goods sold, taxes and fees for the month reported. Contractor shall submit a year end report to City reporting such operations for the previous year on or before January 1st of each year. All records and reports shall be kept by Contractor in the manner and on the forms approved by City. City reserves the right to prescribe cash handling, accounting and reporting practices and procedures which shall be strictly followed by Contractor and shall at any time have the right without notice to review and examine all books and records of Contractor relating to the concession Operations. In addition, the City reserves the right to conduct, or cause to be conducted, an audit of contractor's books and records pertaining to the concession Operations, annually or more frequently as it shall determine. In such event, the City shall pay for the expense of such audit, provided however, that if such audit discloses shortages or non-compliance on the part of the Contractor, then Contractor shall pay the cost of the audit.
6. **Equipment and Furnishings.** Except for Concession inventory, supplies, and equipment purchased by Contractor in connection with Concession Operations, all machinery, equipment, furnishings and replacements thereof, whether purchased or leased by City, shall be the property of the City, and, at the termination of this Agreement, possession thereof shall be peaceably given to the city. All machinery, equipment and furnishings owned or leased by the City and used by the Contractor for Concession Operations shall be maintained, cleaned and repaired in a husband like manner by Contractor and Contractor shall, at all times, keep said machinery, equipment and furnishings in good working condition and repair. All City parts, mechanisms and devices required to keep the City equipment running in good repair shall be provided at the expense of the City. All Contractor parts, mechanisms and devices required to keep the Contractor equipment running in good repair shall be provided at the expense of the Contractor. Contractor shall have no authority to mortgage, encumber or otherwise hypothecate any of such equipment, machinery and furnishings, or to contract on behalf of the City for any improvements or repairs which would give rise to a mechanic's, artisan's or other lien against any of the same.
7. **Fees.** In consideration of use of the Concession buildings in accordance with the terms of this Agreement, Contractor shall pay operation fees as follows:

- a. Contractor shall pay to the City a commission in the amount of ten percent (10%) of gross food, beverage and merchandise concessions sold from the Softball Complex, Soccer Complex, City Park and Community Center premises. Commissions shall be paid to City by contractor on a monthly basis no later than the 10th day of the month and shall accompany the contractor's monthly financial report.
8. **Insurance.** Contractor shall provide and maintain, at its own expense, general liability insurance in the amount of \$1,000,000 combined single limit for products liability insurance, property damage insurance and personal injury insurance. Contractor shall name the City as additional insured as pertains to the performance of this agreement. The insurance policies shall insure the City from any and all demands, claims, and causes of action at law or in equity resulting from the performance of these services. Contractor agrees to indemnify and save harmless the City from any and all demands, claims, causes of action at law or in equity arising out of the performance of these services. Contractor shall provide and at all time maintain, at its own expense, Workers' Compensation coverage on all personnel employed by Contractor in connection with the concession Operations with such endorsements as City shall deem appropriate and with an insurer acceptable to the City. Contractor shall provide City with certification of such insurances, subject to the approval of the City Attorney.
9. **Notices.** Any notices or payments required hereunder shall be made in writing and delivered personally or by the U.S. mail in certified or registered form, with postage fully prepaid, and addressed as follows:
- | | |
|------------------------|--|
| If to the Corporation: | City of La Vista
8116 Park View Boulevard
La Vista, Nebraska 68128 |
| If to the Contractor: | Laurie Hamzhie
14930 N Circle
Omaha, Nebraska 68137 |
- or such different address as either party may designate in writing to the other. Notice shall be deemed given or made upon request.
10. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Nebraska.
11. **Binding Nature.** This agreement shall inure to the benefit and be binding upon the parties hereto and their respective successors and assigns. Nothing in this Agreement, either express or implied, is intended to confer upon any other person or entity any rights or revenues under or by reason of this Agreement.
12. **Waiver.** No waiver by either party to this Agreement at any time of any breach of the other party of or compliance by the other party with any condition or provision of this Agreement to be performed by the other party shall be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior to subsequent time.
13. **Counterparts.** This document may be executed in one or more counterparts, each of which shall be deemed to be an original and each of which shall constitute the parties' Agreement.
14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, superseding any prior agreement, understanding, arrangement, warranty or representation, oral or written, express or implied, with respect to such subject matter. It may not be amended except by a writing signed by the parties hereto.

15. **Assignment.** This Agreement may not be assigned by Contractor without the prior written consent of the City.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first set forth above.

CITY OF LA VISTA, NEBRASKA,
A municipal corporation

BY: _____
Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

CONTRACTOR: HAMS Inc.
A Nebraska corporation,

BY: _____
Laurie Hamzhie, President

“Personal Guarantees:

The undersigned hereby guarantees full performance of Hams, Inc. under the foregoing Agreement.

Date: _____

Laurie Hamzhie, Guarantor

The undersigned husband of Laurie Hamzhie, Guarantor, hereby guarantees full performance of Hams, Inc. under the foregoing Agreement.

Date: _____

Bijan Hamzhie“

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 20, 2018 AGENDA**

Subject:	Type:	Submitted By:
PURCHASE OF SKID-STEER LOADER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing the purchase of one (1) 2018 S650 T4 Bobcat Skid-Steer Loader from Bobcat of Omaha, 8701 S. 145th St., Omaha, NE for an amount not to exceed \$40,845.58.

FISCAL IMPACT

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

RECOMMENDATION

Approval

BACKGROUND

Public Works has been leasing a skid-steer loader annually through a special government program offered by Bobcat for the past couple of years. That program is being phased out and will end for the City in April of 2018. Bobcat has a new program available where the City can buy a skid-steer out right and own the machine, with the option of replacing it with a new machine annually for \$3800/year. Papillion Public Works currently participates in this program, and their fleet staff have indicated that it has been very successful for their operations. The proposal is for La Vista Public Works to participate in that same program. The purchase of this skid-steer loader is being made off of the state contract.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) 2018 S650 T4 BOBCAT SKID-STEER LOADER FROM BOBCAT OF OMAHA, OMAHA NEBRASKA IN AN AMOUNT NOT TO EXCEED \$40,845.58.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a skid-steer loader 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 S650 T4 Bobcat Skid-Steer loader from Bobcat of Omaha, Omaha Nebraska, in an amount not to exceed \$40,845.58.

PASSED AND APPROVED THIS 20TH DAY OF MARCH, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



Bobcat

Product Quotation

Quotation Number: HMM-07953

Date: 2018-03-07 18:48:27

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF LAVISTA 9900 PORTAL ROAD LAVISTA, NE 68128 Phone: (402) 331-1051	Brock Bobcat of Omaha, Omaha, NE 8701 SOUTH 145TH STREET OMAHA NE 68138-3618 Phone: (402) 895-6660 Fax: 402-884-2497	Clark Equipment Co dba Bobcat Company 250 E Beaton Dr, PO Box 6000 West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855.608.0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
S650 T4 Bobcat Skid-Steer Loader 74 HP Tier 4 Turbo Diesel Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Bobcat Standard Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Systems Shutdown Glow Plugs (Automatically Activated) Horn Instrumentation: Engine Temp and Fuel Gauges, Hourmeter, RPM and Warning Lights	M0269	1	\$31,244.40	\$31,244.40
	Lift Arm Support Lift Path: Vertical Lights, Front & Rear Operator Cab			
	<ul style="list-style-type: none"> Includes: Adjustable Suspension Seat, Top & Rear Windows, Parking Brake, Seat Bar, Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts) 			
	Spark Arrestor Exhaust System Tires: 12-16.5 12 PR Bobcat Heavy Duty Machine Warranty: 12 Months, unlimited hours Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty			
A91 Option Package Cab enclosure with Heat and AC High Flow Hydraulics Two-Speed Travel with SAPR Parking Brake Sound Reduction Hydraulic Bucket Positioning	M0269-P01-A91	1	\$6,464.70	\$6,464.70
	Power Bob-Tach Deluxe Instrument Panel Keyless Start 3-Point Belt Attachment Control Kit Cab Accessories Package			
Advanced Control System	M0269-R01-C03	1	\$1,217.70	\$1,217.70
12-16.5, 12 PR, Severe Duty Tires	M0269-R09-C04	1	\$554.40	\$554.40
Radio	M0269-R26-C02	1	\$275.22	\$275.22
Telematics US	M0269-R51-C02	1	\$0.00	\$0.00
74" Low Profile Bucket	6731421	1	\$809.40	\$809.40
--- Bolt-On Teeth (8)	6737322	8	\$21.77	\$174.16
Total of Items Quoted				\$40,739.98
Freight Charges				\$0.00
Dealer Assembly Charges				\$105.60
Quote Total - US dollars				\$40,845.58

Notes: ANNUAL ROLLOVER AMOUNT PER YEAR \$3,800.
\$12 CHARGE PER HOUR OVER THE 300 HOUR CAP TO BE APPLIED

**LOT 15
LA VISTA CITY CENTRE**

**PEDESTRIAN ACCESS
POINT TO LOT 15**

**PEDESTRIAN WALKWAY FOR MUTUAL ACCESS
BETWEEN LOT 2, LA VISTA CITY CENTRE REPLAT
2 AND LOT 15, LA VISTA CITY CENTRE**

**LOT 17, LA VISTA CITY CENTRE
TO BE KNOWN AS
LOT 2, LA VISTA CITY CENTRE REPLAT 2**

**RETAINING WALL CONSTRUCTED BY CITY
ON LOT 15 TO SUPPORT MUTUAL
ACCESSIBLE PEDESTRIAN CONNECTION**

**15 FT WIDE PEDESTRIAN
EASEMENT FOR PUBLIC ACCESS
TO LOT 2, CITY CENTRE REPLAT 2**

**LOT 16, LA VISTA CITY CENTRE
TO BE KNOWN AS
LOT 1, LA VISTA CITY CENTRE REPLAT 2**

